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Jun 20 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Judge

Appellate Case Number 2023-000353

Civil Action Number 2018-CP-23-01643

Jason Tuck.....Appellant,

v.

On the Mark Automotive Repair and Refinishing, LLC d/b/a On the Mark Automotive, LLC, Carolina's Best Auto Sales, LLC, Carolina's Best Finance, 828A St. Mark Road, LLC, Affordable Auto Finance, Inc., Southeastern Recovery and Towing, LLC, John D. Watts III (a/k/a John D. Watts), Respondents.

MOTION TO BE RELIEVED AS COUNSEL

The undersigned counsel for Respondent hereby moves before this Honorable Court for an order relieving the undersigned as counsel for Respondents on grounds that Respondents have failed and refused to pay attorneys' fees due and owing to the undersigned. The client's account has not been current since November of 2022. There currently is due and owing the sum of \$19,425.48.

This motion is supported by the Memorandum of the undersigned, which is filed on even date herewith, and by the affidavit and materials filed as exhibits to the Memorandum.

Upon information and belief, the Appellant does not oppose this motion.

s/L. Lee Plumblee
L. Lee Plumblee (S.C. Bar No. 10198)
EPPES & PLUMBLEE, P.A.
P.O. Box 10066
Greenville, SC 29603
(864) 235-2600
(864) 235-4600 FAX
lplumblee@eppesandplumblee.com
Attorneys for Respondents

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MEMORANDUM IN SUPPORT OF MOTION TO BE RELIEVED AS COUNSEL

STATEMENT OF FACTS AND CASE PROCEDURE

In 2019, Appellant entered into an employment agreement with Respondent On-the-Mark Automotive Repair and Refinishing, LLC (“OTM”) to serve as manager of OTM’s automotive repair shop. OTM is a South Carolina single-member LLC. The sole member of OTM is John D. Watts, III (“Watts”). The agreement had a three-year term with a guaranteed annual salary of \$120,000. Prior to the expiration of that contract term, Appellant separated from employment. Appellant contended in the trial below that he was terminated without cause by a new shop manager hired by Mr. Watts. Mr. Watts denied this assertion and contended that Appellant

voluntarily resigned over being demoted from shop manager. Appellant brought an action on the contract and also sought to pierce the corporate veil of OTM and to amalgamate OTM with other single-member LLC's owned by Mr. Watts pursuant to the single-business enterprise doctrine.

The trial court bifurcated the proceedings. On August 8-9, 2022, Appellant's claims for breach of contract were submitted to a jury for determination. The jury found for Appellant and awarded actual damages of \$249,033 before the award of costs and attorneys' fees. (R. pp. 63-64). After the trial court awarded costs and attorneys' fees, the total judgment awarded was \$301,092.00. (R. pp. 45-47).

In the non-jury proceedings on Appellant's claims for piercing the corporate veil and for application of the single-business-enterprise doctrine to the Respondent companies, the court heard live testimony from Appellant on these issues. The court permitted the parties to submit additional information bearing upon these issues by way of a *de bene esse* deposition of Mr. Watts and by way of additional information exchanged between the parties in discovery. After consideration of the submitted materials, on December 21, 2022, the trial court issued its order refusing to pierce the veil of the corporate entities and refusing to collapse the corporate entities into a single-business enterprise. (R. pp. 1-41). After a denial of Appellant's motions for reconsideration pursuant to SCRCP 59 (e) and 52 (b), (R. pp. 42-44) Appellant initiated the pending appeal.

The undersigned was retained, along with co-counsel, to defend Respondents. Chiefly, the undersigned was retained to address the issues of veil-piercing and the single-business enterprise doctrine; although, the undersigned did participate in the jury trial.

The undersigned was engaged in August of 2019 at a rate of \$375 per hour for the trial and for representation before the trial court on the non-jury issues of veil-piercing and the single-

enterprise doctrine. During the pendency of this representation, the undersigned's hourly rate increased to \$500. This increased amount was not charged to Mr. Watts for work at the trial court level but was charged for work on this appeal. Mr. Watts consented to this increase and executed a separate Engagement and Fee Agreement reflecting that rate.

Mr. Watts was billed, more-or-less, on a monthly basis in accordance with the terms of his Engagement and Fee Agreements for both the trial work and the appellate work. Those agreements are included herewith as Exhibits 1 and 2.

The last time that Mr. Watts was current on paying his bills was November of 2022. A ledger of charges, payments, and the running balance owed is included as Exhibit 3 and the invoices supporting those charges are included as Exhibit 4.

Despite being re-invoiced, emailed, and spoken to by the undersigned over the phone, Mr. Watts has failed to bring his balance current. Despite making partial payments on his outstanding invoices, the most recent of which was in October of 2023, and despite promising in March of 2024, to make periodic payments to catch-up payment, no additional payments have been made. Exhibits 5 and 6 are copies of a letter in March of this year and an email from earlier in June regarding the unpaid invoices. There still is due and owing the sum of \$19,425.00. Mr. Watts did respond to an email informing him that the undersigned would have to withdraw as counsel if the outstanding balance were not paid. Mr. Watts did not object to the amounts invoiced, nor did he object to the undersigned's withdrawing, but he indicated that he could pay only a portion of the amount owed. That email is attached as Exhibit 7.

Mr. Watts is well able to pay his bills. Due to the nature of the action pending before this Court, Mr. Watts' financial information is in the record on appeal. Those documents are sealed

from the public record, but in his *de bene esse* deposition in October of 2022, Mr. Watts testified that his net worth was roughly eight million dollars. (r. p. 364 – supp. r. p. 1438).

LEGAL ARGUMENT

Motions to withdraw as counsel are addressed to the sound discretion of the court and should not be disturbed on appeal absent an abuse of that discretion. *State v. Graddick*, 345 S.C. 383, 548 S.E.2d 210 (2001).

In this matter, Mr. Watts would suffer no prejudice if the motion is granted. The case has been fully briefed. Oral arguments are the only remaining component of this appeal. The Court recently has notified counsel that that argument may be scheduled in the September or October court terms. Mr. Watts has ample time to secure substitute counsel prior to this oral argument.

In addition, counsel for Appellant has informed the undersigned that he consents to this motion.

The undersigned's motion to be relieved as counsel should be granted.

s/L. Lee Plumblee
L. Lee Plumblee (S.C. Bar No. 10198)
EPPES & PLUMBLEE, P.A.
P.O. Box 10066
Greenville, SC 29603
(864) 235-2600
(864) 235-4600 FAX
lplumblee@eppesandplumblee.com
Attorneys for Respondents

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Jason Tuck Appellant,

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On the Mark Automotive Repair and Refinishing, LLC d/b/a On the Mark Automotive, LLC, Carolina's Best Auto Sales, LLC, Carolina's Best Finance, 828A St. Mark Road, LLC, Affordable Auto Finance, Inc., Southeastern Recovery and Towing, LLC, John D. Watts III (a/k/a John D. Watts), Respondents.

AFFIDAVIT OF L. LEE PLUMBLEE

THE UNDERSIGNED, BEING DULY SWORN, testifies and deposes as follows:

1. I am L. Lee Plumblee, and I am a member in good standing of the South Carolin Bar Association.
2. I have been active in the practice of civil trial and appellate advocacy since being admitted to the Bar in 1987. For the past 25 years, my practice, though varied, principally has involved commercial and business consulting and litigation; although, I have tried practically every kind of civil action and have appeared before both the South Carolina Court of Appeals and the South Carolina Supreme Court.

3. I charge an hourly fee to business clients for my services. Currently, my hourly rate is \$500 which I believe to be commensurate with fees charged by attorneys in Greenville County with my degree experience and skill.
4. I originally was retained in August of 2019 by John D. Watts, III, to represent the corporate Respondents with the exception of On the Mark Automotive Repair and Refinishing, LLC (“OTM”). At that time, my hourly rate was \$375, which I continued to charge to Mr. Watts through conclusion of this case before the trial court. In July of 2023, I executed a new Engagement and Fee Agreement with Mr. Watts for representation of these corporate defendants and Mr. Watts on the appeal of this matter. Pursuant to that agreement, the hourly rate charged was \$500. These Engagement and Fee Agreements are attached to the memorandum filed in support of this motion as Exhibits 1 and 2.
5. Throughout my representation of Mr. Watts, I have invoiced on a more-or-less monthly basis for my services. The invoices for those services are attached to the memorandum in support of this motion. Additionally, my office has re-invoiced Mr. Watts repeatedly for unpaid balances. Mr. Watts has not been current on his invoices since November of 2022. He has made three partial payments since that time, but he still owes a balance of \$19,425.48 and has owed the majority of that amount since November of 2022.
6. I have spoken with Mr. Watts by phone several times. He has promised payment but has not made payment, with the exception of the three partial payments referenced above. Attached as exhibits to the memorandum in support of this motion are a letter and an email sent to Mr. Watts concerning making arrangements for payment and

informing him that this motion would be filed if payment were not received. Mr. Watts did respond to this email. He did not object to the invoiced amounts but indicated that he could pay only a portion of the invoices owed. Attached as Exhibit 7 to the memorandum in support of this motion is an email from Mr. Watts reflecting this response.

7. Due to the nature of the issues involved in this appeal, the Record on Appeal contains documents reflecting Mr. Watts' assets and net worth which is sealed from public filing; however, in his *de bene esse* deposition, Mr. Watts testified that his net worth at that time was roughly eight million dollars, which certainly is substantial enough for him to satisfy his obligations for attorneys' fees. (See r. p. 364 – supp. r. p. 1438).

FURTHER, AFFIANT SAYETH NAUGHT.



L. Lee Plumlee

Sworn and subscribed before me
this 20 day of June, 2024.



Notary Public for South Carolina

My commission expires:



ENGAGEMENT AND FEE AGREEMENT

1. Scope of Representation

Eppes & Plumblee, P.A. ("Attorney" or "Attorneys") agrees to represent Carolina's Best Auto Sales, LLC, 858A St. Mark Road, LLC, and Affordable Auto Finance, Inc., (hereafter, collectively, "Client"), and Client agrees to retain Attorneys to represent and to defend Client in Civil Action No. 2018-CP-23-1643. It is further understood and agreed that John A. Watts, III shall personally guarantee payment of Client with regard to Client's obligations pursuant to this Engagement and Fee Agreement, and that Attorneys may look to the guarantor for payment without first seeking payment from Client. It is understood further that Eppes & Plumblee, P.A. is not being retained to represent Client in any bankruptcy proceeding. Should proceedings in bankruptcy become necessary, separate counsel would have to be associated or retained.

2. Fees

A retainer in the amount of \$7,500.00 is due and payable immediately. This retainer will be deposited into trust, and monthly invoices will be generated showing the application of the retainer to fees earned according to the rates set forth below. If the retainer balance falls below \$2,500.00, the retainer must be replenished back to \$7,500.00. If the retainer balance is exceeded, you will be responsible for the excess amount. If any of the retainer is not earned at the end of the case, it will be refunded to you.

The hourly rates charged will be as follows:

A.. Frank L. Eppes and L. Lee Plumblee: \$375.00 per hour ;

B. Associates: \$200.00

B. Paralegals: \$100.00 per hour.

C. Law Clerks: \$125.00 per hour.

It is understood that Client's failure to replenish Client's retainer and to satisfy attorneys' fees when due will constitute grounds for Attorneys' withdrawal from representation pursuant to this Agreement. Attorneys' withdrawal from

representation will not relieve Client of Client's obligation for payment under the terms of this Agreement.

3. Additional Retaining Fee

Eppes & Plumblee, P.A. reserves the privilege of charging an additional reasonable retaining fee to Client(s) at any time prior to the trial of any case(s) arising from the facts furnished hereinabove or at any time counsel believes said retaining fee is desirable due to complicating aspects of liability or other precept or feature of said case(s).

If this matter is not resolved by settlement, 60-days prior to the date on which the case is set to appear on the trial roster, Client will pay to Attorneys a retainer of \$25,000 which will be treated in accordance with the provisions of Paragraph 2 of this Engagement and Fee Agreement. It is understood that failure to pay this retainer amount will constitute grounds for Attorneys' withdrawal from representation of Client in this matter, and that Client will not object to said withdrawal notwithstanding Client's ability to obtain substitute counsel.

4. Costs

You, the client, will be responsible for all costs in this matter. Costs are the necessary costs of financing this litigation such as the filing fee, the cost of taking depositions, any investigations, witness fees, expert's fees and any legal research service providers we may utilize.

5. Communication and Case Management.

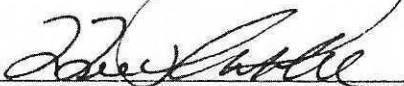
It is the advice of counsel that Client not discuss this matter with anyone other than Attorneys and immediate family and that the Client not discuss this matter over any electronic media other than e-mail with Attorney (i.e. texts, Facebook, Twitter, Blogs).

Attorneys agree to inform Client of any reasonable settlement offer for consideration. Client will make the final decision whether the case will be settled out of court or whether we try the case before a jury. **If the case goes to court, Attorneys will decide when to file the lawsuit, who will be called as witnesses, which witnesses or parties will be deposed, who will be called as an expert witness, whether stipulations will be entered into, whether and when motions will be filed, and whether continuances will be agreed to or not.**

It is further understood that Eppes & Plumblee, P. A. has made no promises as to the outcome of your case except that the firm promises to render its best professional skill possible.

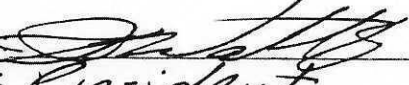
If you agree with the above fee arrangements, please confirm this fee agreement by your signature and date where indicated below.

EPPES & PLUMBLEE, P.A.

By: 
L. Lee Plumblee

I hereby acknowledge and confirm the above referenced fee agreement.

Carolina's Best Auto Sales, LLC


By:  8/21/19
Its: President Date

858A St. Mark Rd., LLC

By:  8/21/19
Its: President Date

Affordable Auto Finance, Inc.

By:  8/21/19
Its: President Date

 8/21/19
John A. Watts, III Date
Guarantor

ENGAGEMENT AND FEE AGREEMENT**1. Scope of Representation**

Eppes & Plumblee, P.A. (“Attorney” or “Attorneys”) agrees to represent John ^{o.} X. Watts, III, Carolina’s Best Auto Sales, LLC, 858A St. Mark Road, LLC, and Affordable Auto Finance, Inc., (hereafter, collectively, “Client”), and Client agrees to retain Attorneys to represent Client in Civil Appellate Action No. 2023-000353 pending before the South Carolina Court of Appeals. This representation shall terminate upon either a dismissal of this appeal or upon a final ruling by the South Carolina Court of Appeal, including any ruling on any petition for re-hearing.

2. Fees

A retainer in the amount of \$10,000.00 is due and payable immediately. This retainer will be deposited into trust, and monthly invoices will be generated showing the application of the retainer to fees earned according to the rates set forth below. If the retainer balance falls below \$2,500.00, the retainer must be replenished back to \$10,000.00. If the retainer balance is exceeded, you will be responsible for the excess amount. If any of the retainer is not earned at the end of the case, it will be refunded to you.

The hourly rates charged will be as follows:

A.. Frank L. Eppes and L. Lee Plumblee: \$500.00 per hour ;

B. Associates: \$250.00

B. Paralegals: \$150.00 per hour.

C. Law Clerks: \$125.00 per hour.

It is understood that Client’s failure to replenish Client’s retainer and to satisfy attorneys’ fees when due will constitute grounds for Attorneys’ withdrawal from representation pursuant to this Agreement. Attorneys’ withdrawal from representation will not relieve Client of Client’s obligation for payment under the terms of this Agreement.

3. Additional Retaining Fee

Eppes & Plumblee, P.A. reserves the privilege of charging an additional reasonable retaining fee to Client(s) at any time prior to the trial of any case(s) arising from the facts

furnished hereinabove or at any time counsel believes said retaining fee is desirable due to complicating aspects of liability or other precept or feature of said case(s).

4. Costs

You, the client, will be responsible for all costs in this matter. Costs are the necessary costs of financing this litigation such as the filing fee, the cost of taking depositions, any investigations, witness fees, expert's fees and any legal research service providers we may utilize.

5. Communication and Case Management.

It is the advice of counsel that Client not discuss this matter with anyone other than Attorneys and immediate family and that the Client not discuss this matter over any electronic media other than e-mail with Attorney (i.e. texts, Facebook, Twitter, Blogs).

It is further understood that Eppes & Plumblee, P. A. has made no promises as to the outcome of your case except that the firm promises to render its best professional skill possible.

If you agree with the above fee arrangements, please confirm this fee agreement by your signature and date where indicated below.

EPPES & PLUMBLEE, P.A.

By:

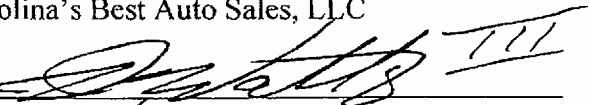


L. Lee Plumblee

CLIENT SIGNATURES ON FOLLOWING PAGE

We hereby acknowledge and confirm the above referenced fee agreement.

Carolina's Best Auto Sales, LLC

By:  7/17/23
John A. Watts, III Date


Its: Sole member

858A St. Mark Rd., LLC

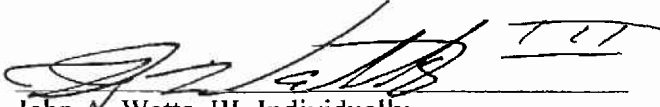
By:  7/17/23
John A. Watts, III Date

Its: Sole member

Affordable Auto Finance, Inc.

By:  7/17/23
John A. Watts, III Date

Its: President

 7/17/23
John A. Watts, III, Individually Date

D.

Invoice No	Invoice Date	Due In	Client Name	Paid Status	Invoiced	Amount Paid	Balance Due
2098	6/7/2021	-1081	Watts, John	Paid	\$440.00	\$440.00	\$0.00
2169	7/8/2021	-1053	Watts, John	Paid	\$160.00	\$160.00	\$0.00
2257	8/2/2021	-1025	Watts, John	Paid	\$1,020.00	\$1,020.00	\$0.00
2465	11/4/2021	-934	Watts, John	Paid	\$160.00	\$160.00	\$0.00
2543	12/10/2021	-892	Watts, John	Paid	\$360.00	\$360.00	\$0.00
2652	1/31/2022	-843	Watts, John	Paid	\$4,250.00	\$4,250.00	\$0.00
2877	5/3/2022	-759	Watts, John	Paid	\$120.00	\$120.00	\$0.00
3008	7/7/2022	-682	Watts, John	Paid	\$5,310.00	\$5,310.00	\$0.00
3077	8/11/2022	-659	Watts, John	Paid	\$29,578.34	\$29,578.34	\$0.00
3117	9/2/2022	-626	Watts, John	Paid	\$10,350.98	\$10,350.98	\$0.00
3191	10/10/2022	-591	Watts, John	Paid	\$8,500.49	\$8,500.49	\$0.00
3246	11/9/2022	-574	Watts, John	Paid	\$10,511.25	\$10,511.25	\$0.00
3261	11/17/2022	-556	Watts, John	Partial Paid	\$11,162.50	\$10,988.26	\$174.24
3338	1/5/2023	-500	Watts, John	Not Paid	\$2,346.24	\$0.00	\$2,520.48
3470	3/2/2023	-451	Watts, John	Not Paid	\$5,231.25	\$0.00	\$7,751.73
3623	6/7/2023	-346	Watts, John	Not Paid	\$468.75	\$0.00	\$8,220.48
3762	8/11/2023	-276	Watts, John	Partial Paid	\$10,360.00	\$10,000.00	\$8,580.48
3796	9/5/2023	-262	Watts, John	Not Paid	\$3,000.00	\$0.00	\$11,580.48
3840	10/4/2023	-234	Watts, John	Partial Paid	\$14,250.00	\$10,000.00	\$15,830.48
3913	11/2/2023	-199	Watts, John	Not Paid	\$195.00	\$0.00	\$16,025.48
3961	12/8/2023	-164	Watts, John	Not Paid	\$3,400.00	\$0.00	\$19,425.48
							\$19,425.48

EPPE & PLUMBLEE, P.A.



Attorneys & Counselors at Law

INVOICE

Eppe and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 2098
 Date: 06-07-2021
 Due On: 06-25-2021

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
05-03-21		Communication from Chad Graham re court protection in September.	0.20	400.00	\$80.00
05-17-21		Receipt/ Review of Email Correspondence from Murphy re continuation of Watts deposition; email to defense counsel re same and review notes from conversation with Michael Penland	0.40	400.00	\$160.00
05-27-21		Receipt/Review of Email Correspondence from Murphy re completing Watts discovery; reply to same; email to client re Michael Penland contact and deposition scheduling.	0.50	400.00	\$200.00

Services Subtotal: \$440.00

Date	Payment Method	No	Amount
06-09-21	Check	Eppa Trust Check 5433	\$440.00

Subtotal	\$440.00
Tax	\$0.00
Total	\$440.00
Payment	\$440.00
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$440.00	-	\$440.00	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPES & PLUMBLEE, P.A.



INVOICE

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 2169
Date: 07-08-2021
Due On: 07-23-2021

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
06-14-21		From client re deposition schedule and strategy and timing for trial and reply to same	0.40	400.00	\$160.00

Services Subtotal: \$160.00

Date	Payment Method	No	Amount
07-08-21	Check	EPPA Trust Payment CK. 5763	\$160.00

Subtotal	\$160.00
Tax	\$0.00
Total	\$160.00
Payment	\$160.00
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$440.00	+	\$160.00	-	\$600.00	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.**INVOICE**

Eppe and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 2257
 Date: 08-02-2021
 Due On: 08-20-2021

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
07-15-21		Drafting Email: Watts Depos.	0.1667	0.00	\$0.00
07-15-21		Drafting Email: Fwd: Re: RE: Watts Depos.	0.0167	0.00	\$0.00
07-23-21		with Chad Graham re Watts deposition preparation and case update	0.10	400.00	\$40.00
07-26-21		with Chad Graham re Watts Depos Prep	0.20	400.00	\$80.00
07-28-21		Client and email to Attorney Brian Murphy re counterclaim modifications; attend Watts deposition part 2; telephone conference with Justin Hicks; conference with client; email to all counsel re scheduling Tuck and Friedline depositions	2.25	400.00	\$900.00
07-28-21		Email Correspondence: RE: Watts	0.0167	0.00	\$0.00

Services Subtotal: \$1,020.00

Date	Payment Method	No	Amount
08-02-21	Check	EPPA Trust Check 5796	\$1,020.00

Subtotal	\$1,020.00
Tax	\$0.00
Total	\$1,020.00
Payment	\$1,020.00
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$1,020.00	-	\$1,020.00	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.



INVOICE

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 2465
Date: 11-04-2021
Due On: 11-19-2021

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Jason Tuck v. On the Mark et al

Services

Date	Atty	Description	Quantity	Rate	Total
10-25-21		Receipt and review of Pre-Trial conference docket notice from Clerk of Court; receipt and review Chad Graham and Brian Murphy emails re dates for deposition and trial; reply to same	0.40	400.00	\$160.00

Services Subtotal: \$160.00

Date	Payment Method	No	Amount
11-04-21	Check	Eppa Trust Check 5856	\$160.00

Subtotal	\$160.00
Tax	\$0.00
Total	\$160.00
Payment	\$160.00
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$160.00	-	\$160.00	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPEES & PLUMBLEE, P.A.**INVOICE**

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 2543
 Date: 12-10-2021
 Due On: 12-31-2021

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
11-04-21		Telephone conference with Craig Allen re Nicole Walker/Tuck lawsuit and status conference	0.40	400.00	\$160.00
11-24-21		Telephone conferences with Attorneys Bruce Bannister and Chad Graham re upcoming status conference and trial date	0.40	400.00	\$160.00
11-25-21		Receipt and review of email correspondence from John Watts re related case and Graham response re same	0.10	400.00	\$40.00

Services Subtotal: \$360.00

Date	Payment Method	No	Amount
01-03-22	Check	Eppa Trust Check 5908	\$360.00

Subtotal	\$360.00
Tax	\$0.00
Total	\$360.00
Payment	\$360.00
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$360.00	-	\$360.00	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPEES & PLUMBLEE, P.A.**INVOICE**

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 2652
 Date: 01-31-2022
 Due On: 02-18-2022

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
12-21-21		Zoom conference with client and Chad Graham to prepare for Tuck and Friedline depositions.	1.00	450.00	\$450.00
12-27-21		Review of Watts deposition and of document produced in case; prepare for Friedline Deposition	8.50	400.00	\$3,400.00
12-28-21		Preparation for Friedline Deposition prior to learning of cancellation	0.50	400.00	\$200.00
01-03-22		Receipt and review Murphy email with updated discovery responses; receipt and review of Client emails from earlier in December re discovery responses and preparation for depositions	0.50	400.00	\$200.00

Services Subtotal: \$4,250.00

Date	Payment Method	No	Amount
01-31-22	Check	EPPA Trust Check 5930	\$4,250.00

Subtotal	\$4,250.00
Tax	\$0.00
Total	\$4,250.00
Payment	\$4,250.00
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$360.00	+	\$4,250.00	-	\$4,610.00	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.

INVOICE

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 2877
 Date: 05-03-2022
 Due On: 05-13-2022

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
04-11-22		Receipt and review of email correspondence from counsel re deposition of Tuck and Friedline	0.10	400.00	\$40.00
04-12-22		Receipt and review of notice of pre-trial conference; telephone conference with Chad Graham re same	0.20	400.00	\$80.00
Services Subtotal:					\$120.00

Date	Payment Method	No	Amount
05-03-22	Check	EPPA Trust Check 6069	\$120.00

Subtotal	\$120.00
Tax	\$0.00
Total	\$120.00
Payment	\$120.00
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$120.00	-	\$120.00	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.



INVOICE

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 3008
Date: 07-07-2022
Due On: 07-29-2022

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
06-07-22		Telephone conference with Attorney Chad Graham re trial preparation for August	0.20	450.00	\$90.00
06-08-22		Receipt and review of email from John Watts re Tuck and Friedline depositions and reply to same	0.10	450.00	\$45.00
06-15-22		Receipt and review of email correspondence between Chad Graham and John Watts; telephone conference with John Watts; reply email to Graham	0.75	450.00	\$337.50
06-21-22		Telephone conference with Attorney Chad Graham re depositions of Tuck and Friedline; preparation for Friedline deposition	0.50	450.00	\$225.00
06-22-22		Receipt and review of client email with Friedline outline; review of Watts deposition, interrogatory responses and production of Plaintiff; affidavit of Friedline; email exchange with client re capitalization of companies; telephone conference with Attorney Chad Graham; preparation for Friedline deposition	3.00	450.00	\$1,350.00
06-23-22		Depositions of John Tuck and Diana Friedline	7.00	450.00	\$3,150.00
07-06-22		Receipt and review of Murphy email correspondence re trial; reply to same; receipt and review of Friedline Deposition Transcript and letter	0.25	450.00	\$112.50

Services Subtotal: \$5,310.00

Date	Payment Method	No	Amount
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07-07-22 Check

EPPA Trust
Check 6123 \$1,777.50

Subtotal	\$5,310.00
Tax	\$0.00
Total	\$5,310.00
Payment	\$1,777.50
Write-Off	\$3,532.50
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$1,777.50	-	\$1,777.50	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

INVOICE

Invoice #: 3077
 Date: 08-11-2022
 Due On: 08-21-2022

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
07-07-22		Receipt and review of client email re trial preparation meeting; reply to same	0.20	450.00	\$90.00
07-11-22		Meeting with John Watts and Chad Graham (by phone) to prepare for trial	2.50	450.00	\$1,125.00
07-18-22		Outline Trial Preparation	0.25	450.00	\$112.50
07-20-22		Telephone conference with Chad Graham re assignment of trial prep tasks; review of Harrison deposition	0.50	450.00	\$225.00
07-20-22		Telephone call	0.50	450.00	\$225.00
07-21-22		Receipt and Review of Watts email re witness Debra Bohr; reply to same	0.20	450.00	\$90.00
07-22-22		Receipt and review of Wats and Chad Graham correspondence re Darla Bohr; email to Graham re "Illegality of Contract" defense	0.25	450.00	\$112.50
07-23-22		Review of Watts and Friedline Depositions; research amalgamation and veil-piercing; email to Chad Graham re trial task assignment	2.50	450.00	\$1,125.00
07-24-22		Preparation of Pre-Trial Evaluation to Client	2.00	450.00	\$900.00
07-25-22		Telephone conference with Chad Graham re distribution of trial tasks	0.50	450.00	\$225.00
07-28-22		Receipt and review of Watts email re trial evidence and reply to same with explanation of rules	0.50	450.00	\$225.00

07-30-22		Review of deposition of Bryan Smith; prepare motion in limine to exclude portions of Smith Deposition; telephone conferences with John Watts and Chad Graham	6.00	0.00	\$0.00
07-31-22		Preparation of Memorandum of Law in support of directed verdict; review of Friedline deposition and prepare for cross-examination.	4.00	450.00	\$1,800.00
08-01-22		Telephone conference with Chad Graham and John Watts; prepare for trial; email exchange with Murphy; file Motion In Limine re Smith Deposition	4.10	375.00	\$1,537.50
08-02-22		Telephone conferences with Chad Graham re witness Kelly Abanese deposition; coordinate trail preparation	3.00	375.00	\$1,125.00
08-03-22		Continued review of Bank documents	1.00	375.00	\$375.00
08-03-22	LMK	Pull relevant checks, index, and create Exhibit 1 for trial.	2.00	100.00	\$200.00
08-04-22		Review of Depositions and prepare for trial	3.50	450.00	\$1,575.00
08-05-22		Conference with Chad Graham and John Watts to prepare for trial; receipt and review of Murphy motions in response to summary judgment and in limine motions; preparation for and deposition of Kelly Albanese; preparation of cross-examination for trial	10.00	450.00	\$4,500.00
08-06-22		Preparation for trial	9.00	450.00	\$4,050.00
08-07-22		Preparation for trial; numerous telephone conferences with John Watts and Chad Graham; email exchanges with Murphy	6.75	450.00	\$3,037.50
08-08-22		Trial and preparation with John Watts for trial	10.00	450.00	\$4,500.00
08-10-22		Preparation for trial with counsel and client and trial; emails to client and to Brian Murphy re document production and depositions	3.75	450.00	\$1,687.50
08-11-22		Telephone conference with client re corporate formation and production of company records	0.50	450.00	\$225.00
				Services Subtotal: \$29,067.50	

Expenses

08-10-22	LMK	Deposition of Kelly Albanese	1.00	510.84	\$510.84
				Expenses Subtotal: \$510.84	

Date	Payment Method	No	Amount
08-11-22	Check	EPPA Trust Check 6151	\$24,999.99

Subtotal	\$29,578.34
Tax	\$0.00
Total	\$29,578.34
Payment	\$24,999.99
Write-Off	\$4,578.35
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$24,999.99	-	\$24,999.99	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPEES & PLUMBLEE, P.A.**INVOICE**

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 3117
 Date: 09-02-2022
 Due On: 09-23-2022

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
08-06-22		Telephone conference with John re document production	0.50	0.00	\$0.00
08-15-22		Receipt and review of Chad Graham email re document production; telephone conferences with John Watts and Brian Murphy	0.75	375.00	\$281.25
08-16-22		Legal Research - Commercial Reasonableness of Sale; telephone conference and meeting with client re financial documents	3.50	375.00	\$1,312.50
08-16-22	BKP	Research into Unfair trade Practice	0.50	250.00	\$125.00
08-16-22	BKP	Conference with LLP Re unfair trade practice research	0.20	250.00	\$50.00
08-17-22		Receipt and review of email correspondence from Murphy re format of financial records and reply to same; review of Whitey's auction records and financial records; receipt and review of Murphy's motion for attorney's fees and pre-judgment interest; telephone conference with Attorney Chad Graham	3.20	375.00	\$1,200.00
08-17-22	LMK	Review of Whitey's Auction documents	1.00	100.00	\$100.00
08-18-22		Telephone conference and email to Murphy re bank records and other subpoenaed records and formatting for financial information; Review of financial information and Whitey's Auction information; email exchange with John Watts re Whitey's Auction and format for production of financial information; receipt and review of post-trial motions from Chad Graham	4.25	375.00	\$1,593.75
08-19-22		Receipt and review of client email re format for document production; telephone conference with Luke Burke and Chad Graham; review of financial documents; email to client re case evaluation	3.50	375.00	\$1,312.50
08-21-22		Review of ledgers and financial documents of client businesses.	3.00	375.00	\$1,125.00

08-22-22	Telephone conference with Chad Graham; Receipt and review of Brian Murphy email; conference with client to review financial information and to prepare testimony	4.00	375.00	\$1,500.00
08-23-22	Receipt and review of Client email re production format for financial records and reply to same	0.40	375.00	\$150.00
08-25-22	Telephone conference with client; email to Client and letter to Brian Murphy	1.25	375.00	\$468.75
08-29-22	Receipt and review of Plaintiff's motion for sanctions and email to the court; reply email to the court; email to John Watts re same	0.75	375.00	\$281.25
08-30-22	Telephone conference and in-person conference with client re production of general ledger information; review of trial transcript re production	2.00	375.00	\$750.00
09-01-22	Receipt and review of Chad Graham memo in opposition to Plaintiff's motion for costs	0.10	375.00	\$37.50

Services Subtotal: \$10,287.50

Expenses

08-22-22	LMK	Filing of Motion in Limine	1.00	31.74	\$31.74
08-22-22	LMK	Filing of Motion for Separate Trial	1.00	31.74	\$31.74

Expenses Subtotal: \$63.48

Date	Payment Method	No	Amount
09-02-22	Check	EPPA Trust Check 6166	\$1,570.15
09-13-22	Check	EPPA Trust Check 6179	\$8,780.83

Subtotal	\$10,350.98
Tax	\$0.00
Total	\$10,350.98
Payment	\$10,350.98
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$0.00	+	\$10,350.98	-	\$10,350.98	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.



INVOICE

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 3191
Date: 10-10-2022
Due On: 10-28-2022

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
09-02-22		Receipt and review of email correspondence from client and reply to same re production of financial records to Murphy	0.20	375.00	\$75.00
09-06-22		Telephone conference with John Watts re document production and Quick Books retention	0.25	375.00	\$93.75
09-12-22		Telephone conference with Brian Murphy re motion hearing; email exchange with Judge Verdin re motion hearing	1.00	375.00	\$375.00
09-16-22		Receipt and review of John email re Quick Books records and reply to same	0.25	375.00	\$93.75
09-19-22		Email exchange with client re sanctions motion hearing; preparation for and attendance at sanctions motion hearing.	3.50	375.00	\$1,312.50
09-20-22		Telephone conference with Brian Murphy re deposition schedule; email to client re deposition date and preparation; review of Kelly Albanese deposition; review of Friedline and Smith depositions;	3.50	375.00	\$1,312.50
09-22-22		Conference with client to prepare for deposition	5.50	375.00	\$2,062.50
09-23-22		Review of Parts Payments Records - Prepare for Watts Deposition	1.00	375.00	\$375.00
09-24-22		Review of company financials - Conference with Client to prepare for deposition testimony	7.00	375.00	\$2,625.00
09-26-22	BKP	Meeting with LLP about preparing for upcoming deposition	0.20	250.00	\$50.00
09-26-22		Receipt and review of email correspondence from Brian Murphy re general ledger information and from court re continuance	0.25	375.00	\$93.75

Services Subtotal: \$8,468.75

Expenses

09-15-22	LMK	Filing of Consolidation Order	1.00	31.74	\$31.74
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Expenses Subtotal: \$31.74

Date	Payment Method	No	Amount
10-07-22	Check	EPPA Trust Check 6204	\$5,000.00
01-31-23	Check	CK. 1013 John Watts III	\$3,500.49

Subtotal	\$8,500.49
Tax	\$0.00
Total	\$8,500.49
Payment	\$8,500.49
Balance Owing	\$0.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$8,780.83	+	\$8,500.49	-	\$17,281.32	=	\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPEES & PLUMBLEE, P.A.**INVOICE**

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 3246
 Date: 11-09-2022
 Due On: 11-14-2022

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
10-11-22		Receipt and review of Murphy email correspondence; reply to same; telephone conference with Murphy; receipt and review of proposed Consent Scheduling Order; email to client re same	1.00	350.00	\$350.00
10-14-22		Receipt and review of Murphy email to Court with revised scheduling order	0.10	375.00	\$37.50
10-19-22		Review of financial documents and preparation for deposition	1.50	375.00	\$562.50
10-20-22		Review of financial documents; update witness testimony outline; email to John re same	5.50	375.00	\$2,062.50
10-24-22		Review of deposition exhibits and finalize same; receipt and review of client email with ASF and CBFC Balance Sheets and UCB financial covenants	1.00	375.00	\$375.00
10-25-22		Preparation for and attendance at John Watts de bene esse deposition	9.00	375.00	\$3,375.00
10-29-22		Review of Legal Research to support brief to court	2.00	375.00	\$750.00
10-30-22		Preparation of Findings of Fact and Conclusions of Law for submission to court	5.50	375.00	\$2,062.50
11-01-22		Preparation of Findings of Fact and Conclusions of Law	1.00	375.00	\$375.00
11-02-22		Receipt and review of Murphy email correspondence and reply to same.	0.10	375.00	\$37.50

11-08-22	Review of Albanese deposition and Watts deposition; email exchange with Murphy; receipt and review of proposes order for submission of documents under seal	1.25	375.00	\$468.75
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Services Subtotal: \$10,456.25

Expenses

10-11-22	LMK	Transcripts for August 10, 2022	1.00	55.00	\$55.00
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Expenses Subtotal: \$55.00

Date	Payment Method	No	Amount
01-31-23	Check	CK. 1013 John Watts III	\$10,511.25

Subtotal	\$10,511.25
Tax	\$0.00
Total	\$10,511.25
Payment	\$10,511.25
Balance Owing	\$0.00

Statement Account Summary

Previous Balance	New Charges	Payments Received	Total Amount Outstanding
\$3,500.49	+	\$10,511.25	-
		\$14,011.74	=
			\$0.00

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.



INVOICE

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 3261
Date: 11-17-2022
Due On: 12-02-2022

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
11-11-22		Receipt and review of client emails with account ledger information re auto parts payments and deposition index; telephone conference with client; preparation of findings of fact and conclusions of law	9.75	375.00	\$3,656.25
11-12-22		Preparation of findings of fact and conclusions of law for submission to court	7.50	375.00	\$2,812.50
11-14-22	LMK	- prepare exhibits to brief; prepare deposition excerpts; prepare case references; redact all financial information in the exhibits and brief. -File brief with court.	8.00	100.00	\$800.00
11-14-22		Preparation of Findings of Fact and Conclusions of Law; telephone conferences with client re same; filing of same	10.25	375.00	\$3,843.75
11-15-22	LMK	- Add AAF financial numbers to Brief. File amended brief. Sent email with Dropbox of unredacted documents to Judge Verdin's law clerk.	0.50	100.00	\$50.00

Services Subtotal: \$11,162.50

Date	Payment Method	No	Amount
01-31-23	Check	CK. 1013 John Watts III	\$988.26
05-22-23	Check	1015	\$5,000.00
03-28-24	Credit Card	LawPay Bill/Invoice	\$5,000.00

Subtotal	\$11,162.50
Tax	\$0.00
Total	\$11,162.50
Payment	\$10,988.26
Balance Owing	\$174.24

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$14,011.74	+	\$11,162.50	-	\$25,000.00	=	\$174.24

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.



INVOICE

Eppe and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 3338
Date: 01-05-2023
Due On: 01-27-2023

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
12-22-22		Receipt and review of order of court denying claims for amalgamation and piercing the corporate veil; email exchange with counsel for plaintiff	0.50	375.00	\$187.50
01-03-23		Receipt and review of Murphy post-trial motions and telephone conference with John re same	1.00	375.00	\$375.00

Services Subtotal: \$562.50

Expenses

11-03-22	LMK	De Bene Esse Transcript - Depo of John Watts	1.00	1720.26	\$1,720.26
12-13-22	LMK	Filing of Order/Brief Filing of Amended Order/Brief	1.00	63.48	\$63.48

Expenses Subtotal: \$1,783.74

Subtotal	\$2,346.24
Tax	\$0.00
Total	\$2,346.24
Payment	\$0.00
Balance Owning	\$2,346.24

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$25,174.24	+	\$2,346.24	-	\$25,000.00	=	\$2,520.48

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPEES & PLUMBLEE, P.A.**INVOICE**

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 3470
 Date: 03-02-2023
 Due On: 03-17-2023

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
01-06-23		Review of proposed orders submitted to Judge Verdin and of Plaintiff's motion to alter or amend judgment	3.50	375.00	\$1,312.50
01-07-23		Preparation of Defendants' Response to Plaintiff's Motion to Reconsider	1.25	375.00	\$468.75
01-08-23		Preparation of Response to Plaintiff's Motion to Reconsider	2.00	375.00	\$750.00
01-09-23		Continued preparation of response to Plaintiff's Motion to Reconsider	5.00	375.00	\$1,875.00
01-10-23		Continued drafting of response to Plaintiff's motion to reconsider	2.00	375.00	\$750.00
03-01-23		Receipt and review of Plaintiff's notice of appeal; email to John re same	0.20	375.00	\$75.00

Services Subtotal: \$5,231.25

Subtotal	\$5,231.25
Tax	\$0.00
Total	\$5,231.25
Payment	\$0.00
Balance Owning	\$5,231.25

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$27,520.48	+	\$5,231.25	-	\$15,000.00	=	\$17,751.73

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPEES & PLUMBLEE, P.A.

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

INVOICE

Invoice #: 3623
Date: 06-07-2023
Due On: 06-30-2023

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
03-06-23		Receipt and Review of John's email re effect of appeal on execution against OTM; reply to same	0.10	375.00	\$37.50
03-07-23		Telephone conference with Brian Murphy re Record on Appeal; receipt and review of Murphy email re same	0.25	375.00	\$93.75
03-15-23		Receipt and review of email correspondence from Clerk of Court of Appeals RE Transcript of trial proceedings	0.10	375.00	\$37.50
05-30-23		Receipt and review of April Herron email re transcript and reply to same; email to Murphy re transcript	0.20	375.00	\$75.00
05-31-23		Receipt and review of Murphy email with proposed Order for Sealing of Documents; reply to Murphy	0.25	375.00	\$93.75
06-02-23		Receipt and review of Murphy email re filing of motion to file documnets under seal; reply to same; email to John Watts re case status	0.35	375.00	\$131.25

Services Subtotal: \$468.75

Subtotal	\$468.75
Tax	\$0.00
Total	\$468.75
Payment	\$0.00
Balance Owing	\$468.75

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$17,751.73	+	\$468.75	-	\$5,000.00	=	\$13,220.48

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPEES & PLUMBLEE, P.A.**INVOICE**

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 3762
Date: 08-11-2023
Due On: 09-08-2023

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
06-26-23		Receipt and review of Initial Brief of Appellant and Designation Matter from Murphy; email to client re appeal and engagement	0.50	500.00	\$250.00
07-03-23		Review of appellant's initial brief and of draft memorandum in opposition to Plaintiff's motion to reconsider	1.50	500.00	\$0.00
07-07-23		Telephone conference with client re appeal	2.50	500.00	\$1,250.00
07-10-23		Continued review of Appellant's Initial Brief; telephone conference with Murphy re exhibits; review of exhibits; preparation of outline of Respondent's Initial Brief	6.50	500.00	\$3,250.00
07-18-23		Preparation of Petition to Extend Time for filing Designation of Matter and Respondents' Initial Brief	1.00	500.00	\$500.00
07-25-23		Review of Appellant's Initial Brief and Preparation of Appellate Brief	5.25	500.00	\$2,625.00
07-25-23	BKP	Meeting with LLP Re brief and research for Single Enterprise theory	0.80	250.00	\$200.00

07-26-23	Continued review of Appellant's Initial Brief and preparation of Respondent's Initial Brief	3.00	500.00	\$1,500.00
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07-27-23	Review of Watts and Friedline Depositions; prepare Designation of Matter to be included in Record on Appeal	0.40	500.00	\$200.00
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08-10-23	Preparation of Motion for Extension of Time to file Designation of Matter and Respondents' Initial Brief and preparation of Supporting Affidavit	0.75	500.00	\$375.00
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Services Subtotal: \$10,150.00

Expenses

06-08-23	LMK	Transcripts	1.00	110.00	\$110.00
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07-19-23	LMK	Appellate Case No.: 2023-000353 Respondents' Petition Filing Fee	1.00	50.00	\$50.00
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08-10-23	LMK	Appellate Case No.: 2023-000353 Respondents' Petition Filing Fee	1.00	50.00	\$50.00
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Expenses Subtotal: \$210.00

Date	Payment Method	No	Amount
08-11-23	Check	EPPA Trust Check 6498	\$10,000.00

Subtotal	\$10,360.00
Tax	\$0.00
Total	\$10,360.00
Payment	\$10,000.00
Balance Owing	\$360.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$13,220.48	+	\$10,360.00	-	\$10,000.00	=	\$13,580.48

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.



INVOICE

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 3796
Date: 09-05-2023
Due On: 09-22-2023

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
08-12-23		Email to Client re status and settlement	0.25	500.00	\$125.00
09-04-23		Preparation of Respondent's Initial Brief	5.75	500.00	\$2,875.00

Services Subtotal: \$3,000.00

Subtotal	\$3,000.00
Tax	\$0.00
Total	\$3,000.00
Payment	\$0.00
Balance Owing	\$3,000.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$13,580.48	+	\$3,000.00	-	\$0.00	=	\$16,580.48

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.



INVOICE

Eppes and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 3840
 Date: 10-04-2023
 Due On: 10-20-2023

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
09-09-23		Preparation of appellate brief: review of transcripts of trial and depositions	4.00	500.00	\$2,000.00
09-11-23		Preparation of Appellate Brief	3.00	500.00	\$1,500.00
09-14-23		Preparation of Appellant's Initial Brief	2.75	500.00	\$1,375.00
09-15-23		Continued preparation of Initial Brief	5.50	500.00	\$2,750.00
09-17-23		Prepare final revisions to Initial Brief and citation references	3.00	500.00	\$1,500.00
09-19-23	BKP	Legal research for Respondent's memorandum	3.00	250.00	\$750.00
09-19-23		Complete Initial Brief; Prepare Table of Content; Prepare Designation of Matter to Be Included in the Record on Appeal	4.25	500.00	\$2,125.00
09-20-23		Review of and correct citations to the record	0.50	500.00	\$250.00
09-20-23	BKP	Creating table of authorities, table of contents, designations of materials, and citation checking for Respondent's initial brief	8.00	250.00	\$2,000.00

Services Subtotal: \$14,250.00

Date	Payment Method	No	Amount
10-04-23	Check	EPPA Trust ck. 6519	\$10,000.00

Subtotal	\$14,250.00
Tax	\$0.00
Total	\$14,250.00
Payment	\$10,000.00
Balance Owing	\$4,250.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$16,580.48	+	\$14,250.00	-	\$10,000.00	=	\$20,830.48

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPES & PLUMBLEE, P.A.



INVOICE

Eppes and Plumblee, P.A.
P.O. Box 10066
Greenville, South Carolina 29603

Invoice #: 3913
Date: 11-02-2023
Due On: 11-24-2023

John Watts
118 South Pleasantburg Drive
Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
10-04-23		Receipt and review of Murphy emails re Record on Appeal and reply to same	0.25	500.00	\$125.00
10-10-23		Receipt and review of letter from S.C. Court of Appeals	0.10	500.00	\$50.00
10-27-23		Receipt and review of Brian Murphy email with designations for the record on appeal	0.40	50.00	\$20.00

Services Subtotal: \$195.00

Subtotal	\$195.00
Tax	\$0.00
Total	\$195.00
Payment	\$0.00
Balance Owing	\$195.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$20,830.48	+	\$195.00	-	\$0.00	=	\$21,025.48

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.

INVOICE

Eppe and Plumblee, P.A.
 P.O. Box 10066
 Greenville, South Carolina 29603

Invoice #: 3961
 Date: 12-08-2023
 Due On: 12-29-2023

John Watts
 118 South Pleasantburg Drive
 Greenville, SC 29607

Services

Date	Atty	Description	Quantity	Rate	Total
11-03-23		Review of Murphy designations and email to Murphy re contents of Record on Appeal	0.50	500.00	\$250.00
11-16-23		Preparation of Final Brief and references to the Record on Appeal	4.50	500.00	\$2,250.00
11-17-23		Receipt and Review of Murphy Emails with proposed motion to supplement Record on Appeal; review of same; reply to Murphy; conform brief to supplemented record	1.50	500.00	\$750.00
11-20-23		Receipt and review of Murphy email RE Final Brief	0.10	500.00	\$50.00
11-27-23		Receipt and review of Murphy email with motion to supplement record on appeal; receipt and review of Murphy email to Court of Appeals Re Appellant's Final Brief and Reply Brief	0.20	500.00	\$100.00

Services Subtotal: \$3,400.00

Subtotal	\$3,400.00
Tax	\$0.00
Total	\$3,400.00
Payment	\$0.00
Balance Owing	\$3,400.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$21,025.48	+	\$3,400.00	-	\$0.00	=	\$24,425.48

Trust Account Balance \$0.00

Operating Account Balance \$0.00

Total Client Balance \$19,425.48

Total Matter Balance \$19,425.48

Please make all amounts payable to: Eppes and Plumblee, P.A.

EPPE & PLUMBLEE, P.A.

ATTORNEYS AND COUNSELORS AT LAW
1225 SOUTH CHURCH STREET, 29605
P.O. BOX 10066
GREENVILLE, SOUTH CAROLINA 29603
TELEPHONE (864) 235-2600
FACSIMILE (864) 235-4600
WWW.EPPESANDPLUMBLEE.COM

FRANK L. EPPES*†
L. LEE PLUMBLEE
BRACE K. PLUMBLEE
DEMI L. MESSER

FRANK EPPES
(1922-2002)

March 6, 2024

* ALSO ADMITTED IN NEW YORK
† ALSO ADMITTED IN NORTH CAROLINA

Mr. John Watts, III
118 South Pleasantburg Drive
Greenville, SC 29607
jdw@johnwatts.com

RE: Jason Tuck v. On the Mark Automotive, et. al.

Dear John:

The Court of Appeals has requested that we provide 6 additional copies of our brief to the court for review by the judges and law clerks. We have complied with this request.

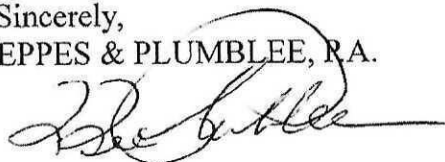
According to our records, the outstanding balance of our fees that currently are due and owing totals \$24,425.48. We show that your last payment was a \$10,000 retainer payment that was booked on October 2, 2023. That retainer has been applied to all outstanding fees leaving the balance stated above. The invoices supporting that total date back to November of 2023.

While I understand that this matter has been an expensive one, and, as a business owner, I understand cash flow issues, I simply cannot continue to represent you and your entities without payment. At this point, the briefing is complete. The remaining work to be done would be to prepare and to present oral argument before the Court of Appeals. Given the extent of the Record on Appeal and the Briefs filed by Tuck and his attorney, the preparation for that argument would be extensive. My best estimate for that expense would be \$12,000 to \$15,000, but that is an estimate and could be off in either direction.

I always work with clients where fees are concerned, but I need to be paid on this outstanding balance by March 22, 2024, in order to avoid my moving before the court to be relieved as counsel. I regret making this an ultimatum, but I believe that I have been patient.

If you have questions or concerns, I always am available to discuss them, but I will need to have payment to continue the representation.

Sincerely,
EPPE & PLUMBLEE, P.A.



L. Lee Plumblee

Lee Plumblee

From: Lee Plumblee
Sent: Tuesday, June 4, 2024 3:08 PM
To: John Watts
Cc: Lisa Kirk
Subject: Motion to be Relieved as Counsel
Attachments: Motion to be Relieved.pdf

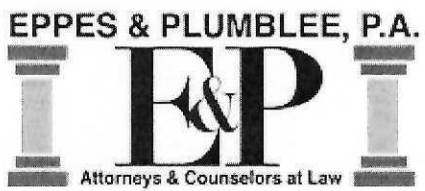
John:

Attached is a motion to be relieved as counsel which I am preparing to file in the Court of Appeals this week. I hate that it has come to this, but I cannot work without being paid.

Please let me know if you consent to my being relieved.

Lee

L. Lee Plumblee
P.O. Box 10066
Greenville, SC 29603
Phone (864) 235-2600
Fax (864) 235-4600



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Lee Plumblee

From: John Watts <jdw@johndwatts.com>
Sent: Monday, June 10, 2024 2:26 PM
To: Lee Plumblee
Subject: RE: Motion to be Relieved as Counsel

Lee,

I got several days behind on my e-mails so I am just now seeing and responding to your email. I wish that I could pay your fees easily, but I am just not in that situation. This case has drained me as it came at a time when I was facing a number of other financial setbacks. That said, I am in a position to fund two more payment requests (\$10,000.00) if you wish to continue. If you do not I understand, but please let me know how I go about securing substitute counsel and how feasible it is to do so at this stage.

I regret that it has come to this,
John

From: Lee Plumblee <lplumblee@eppesandplumblee.com>
Sent: Tuesday, June 4, 2024 3:08 PM
To: John Watts <jdw@johndwatts.com>
Cc: Lisa Kirk <lkirk@eppesandplumblee.com>
Subject: Motion to be Relieved as Counsel

John:

Attached is a motion to be relieved as counsel which I am preparing to file in the Court of Appeals this week. I hate that it has come to this, but I cannot work without being paid.

Please let me know if you consent to my being relieved.

Lee

L. Lee Plumblee
P.O. Box 10066
Greenville, SC 29603
Phone (864) 235-2600
Fax (864) 235-4600

EPPE & PLUMBLEE, P.A.





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RECEIVED

Jun 20 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Judge

Appellate Case Number 2023-000353

Civil Action Number 2018-CP-23-01643

Jason Tuck Appellant,

v.

On the Mark Automotive Repair and Refinishing, LLC d/b/a On the Mark Automotive, LLC, Carolina's Best Auto Sales, LLC, Carolina's Best Finance, 828A St. Mark Road, LLC, Affordable Auto Finance, Inc., Southeastern Recovery and Towing, LLC, John D. Watts III (a/k/a John D. Watts), Respondents.

Proof of Service

Proof of Service

The Undersigned hereby certifies that on the date indicated below he served counsel for Appellant with a copy of the Respondents' Motion to be Relieved as Counsel, Memorandum in Support of Motion to be Relieved as Counsel, Affidavit of Lee Plumblee and Exhibits 1-7 by via e-mail to:

Brian P. Murphy: brian@stephensonmurphy.com

Luke A. Burke: LBurke@bannisterwyatt.com

Bruce W. Bannister: BBanister@bannisterwyatt.com

Chad W. Graham: Cgraham@wardfirm.com

June 20, 2024.

s/ L. Lee Plumblee

L. Lee Plumblee

Attorney for Respondent