

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Alex Kinlaw, Jr., Circuit Court Judge

Common Pleas Case No. 2022-CP-23-01064

Appellate Case No. 2022-000731

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SC Court of Appeals

In the Matter of: Estate of Florence Petrak Mensch

Sterling Raymond Mensch, III, individually, as former Personal Representative
of the Estate of Florence Petrak Mensch and in the former capacity as Agent
under a Power of Attorney for Florence Petrak Mensch, ... Appellant,

v.

Shauna M. Waddell, individually and as Personal Representative of the
Estate of Florence Petrak Mensch and John R. Mensch, ... Respondent.

**RECORD ON APPEAL
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STATE OF SOUTH CAROLINA	IN THE PROBATE COURT
COUNTY OF GREENVILLE	CASE NO. 2018ES2302854
IN THE MATTER OF: Estate of Florence Petrak Mensch	FILED
Shauna M. Waddell, individually and as Personal Representative of the Estate of Florence Petrak Mensch and John R. Mensch,	JUL 29 2021
Petitioners,	GREENVILLE COUNTY
vs.	PROBATE COURT
Sterling Raymond Mensch III, individually, as former Personal Representative of the Estate of Florence Petrak Mensch and in his former capacity as Agent under Power of Attorney for Florence Petrak Mensch,	ORDER
Respondent.	

This hearing was conducted via Zoom on March 17, 2021 on Petitioners' Motion requesting the Court to grant Summary Judgment to Petitioners on the following causes of action:

- Violation of the S.C. Power of Attorney Act
- Breach of Fiduciary Duty as Agent and as PR
- Fraudulent and Negligent Misrepresentation and Concealment
- Conversion
- Negligence
- Unjust enrichment/Money Had and Received
- Constructive Trust

The Court also heard Respondent's Motion to Strike Petitioners' Memorandum in support of the Motion for Summary Judgment and struck the prayer for punitive damages as outside the Court's subject matter jurisdiction.

Present was Tyler E. McLeod of Brown, Massey, Evans, McLeod & Haynsworth, LLC for the Petitioners John Mensch and Shauna Waddell; and Devon Puriefoy of Truluck Thomason, LLC for Respondent Sterling Mensch (SRM). The parties also were present. No testimony was taken from any party.¹

Based upon the pleadings, affidavits, memoranda, exhibits, and, arguments of counsel, the Court finds as follows:

PROCEDURAL HISTORY

1. On June 25, 1998, the Decedent executed her Last Will and Testament leaving her estate to her three children, Shauna Waddell, John R. Mensch, and SRM; and, naming all three as Co-Personal Representatives to serve without bond.
2. On May 17, 2010, the Decedent executed a Codicil amending her Will to name SRM as Personal Representative with Shauna Waddell and John Mensch to serve as Successors, to serve without bond. The Decedent republished her 1998 Will as amended by the Codicil.
3. On May 17, 2010, the Decedent executed a Durable Power of Attorney (DPOA) which names SRM as her Attorney in Fact (AIF)². The DPOA was duly recorded in Greenville County on May 18, 2010.
4. On April 26, 2018, the Decedent died in Greenville County.
5. On December 14, 2018 the Will and Codicil were filed with the Court.
6. On January 23, 2019 SRM filed his application for admission of the Will and Codicil to Probate and for his appointment as Personal Representative.
7. On January 23, 2019, SRM was appointed Personal Representative (PR) of Decedent's

¹ Both Petitioners were on camera during the arguments. It wasn't until the conclusion of the hearing did the Court become aware that SRM was present in his attorneys' office but not on camera.

² The 2017 changes to the *Uniform Power of Attorney Statute* changed *Attorney in Fact* to *Agent*. Since this DPOA was executed prior to 2017, the term *Attorney in Fact* will be used in this Order.

estate.

8. On May 15, 2019, this action was filed. An amended Petition was filed on May 13, 2020.

The Petitioners allege the estate is due damages from SRM, including attorneys' fees and costs, as a result of his individual actions and his actions while serving as AIF and as PR.

9. Numerous contempt actions were filed by the Petitioners to enforce the Court's Orders regarding the production of discovery, etc.

10. On December 4, 2019, SRM was removed as PR for misconduct; and, Shauna Waddell, was appointed Successor PR in keeping with the Decedent's Will.

11. On February 17, 2021, this Motion for Summary Judgment was filed by the Petitioners.

LEGAL STANDARD

Summary Judgment is appropriate only where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. S.C.R.C.P. 56. All evidence must be viewed in the light most favorable to the nonmoving party, and all reasonable inferences resolved in the same manner. *Standard Fire Ins. Co. v. Marine Contracting & Towing Co.*, 301 S.C. 418, 392 S.E.2d 460 (1990). Nevertheless, a court "cannot ignore facts unfavorable to that party and [it] must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts." *Hopson v. Clary*, 321 S.C. 312, 314, 468 S.E.2d 305, 307 (Ct. App. 1996). Furthermore, when a motion for summary judgment is supported by affidavits, the nonmoving party cannot rest on the general denials of its answer, but must show that there is a genuine issue of material fact, through its own affidavits. S.C.R.C.P. 56(e). If the nonmoving party fails to do this, "summary judgment, if appropriate, shall be entered against [it]." *Id.*

The Petitioners request the Court grant Summary Judgment of the following causes of action:



A. Breach of Fiduciary Duty as Attorney in Fact
Summary Judgement: Granted

1. "A confidential or fiduciary relationship exists when one imposes a special confidence in another, so that the latter, in equity and good conscience is bound to act in good faith and with due regard to the interests of the one imposing the confidence." *Davis v. Greenwood Sch. Dist.* 50, 365 S.C. 629, 635, 620 S.E.2d 65, 68 (2005). To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to [399 S.C. 336] the plaintiff by the defendant, and, (3) damages proximately resulting from the wrongful conduct of the defendant. See generally *Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct.App.2004) (discussing the elements comprising a breach of fiduciary duty claim). *RFT Mgmt. Co. v. Tinsley & Adams* 399 S.C. 322, 732 S.E. 166 (S.C. 2012).
2. In the case at hand, it is undisputed that SRM owed a fiduciary duty to the Decedent as her AIF. Instead of preserving her funds for the future use of the Decedent, SRM moved funds from the Decedent's accounts to his personal account while acting under the authority given to him by her in her DPOA. It is undisputed that SRM used funds from these transfers for his own personal use; resulting in the diminishment of available funds for the Decedent's estate to distribute. It is undisputed that the DPOA contained no gifting clause. Therefore, as a matter of law, no genuine issue of material fact exists as to this cause of action. Petitioners have satisfied the requirements of the cases recited above establishing that SRM had a fiduciary duty to the decedent as her AIF, that he breached that duty by using her funds for his own benefit without authority; and that her estate has been damaged by the amount of said breach including legal fees and costs. Therefore, Petitioners Motion for Summary Judgement is granted. The issue of damages owed to the estate remains contested and will be heard at trial.

B. Violation of Uniform Power of Attorney Act
Summary Judgement: Granted

3. The Decedent's DPOA contains the following provision on page 5, third paragraph:

Notwithstanding any provisions herein to the contrary, my attorney in fact shall not satisfy the legal obligations of the attorney in fact, out of any property subject to this power of attorney. Except to the extent this power of attorney specifically authorizes gifts to my attorney in fact, my attorney in fact may not exercise this power in favor to the attorney, the attorney's estate, the attorney's creditors, or the creditors of attorney's estate.³

4. While serving as Decedent's AIF, SRM admits he transferred funds from the Decedent's accounts to his personal account. Some of the funds transferred were from retirement accounts which resulted in the assessment of unnecessary taxes and penalties. SRM admits he made the unauthorized transfers as described. However, he claims that he used a substantial part of the transfers for the benefit of the Decedent with the remainder for his personal benefit. He has yet to quantify these amounts or provide proof of the amounts despite several Court Orders requiring him to account for the funds.

5. While serving as AIF, SRM admits he failed to file Decedent's tax returns.

6. While acting as Decedent's AIF, SRM admits to liquidating Decedent's retirement accounts and transferring the retirement funds to Decedent's Bank of America Account. He admits to transferring funds from her Bank of America account to his own bank account and that he used some of these funds for his personal use. He admits that he failed to keep accurate and complete records while serving as AIF. Through his admission, he has violated the following provisions of the Uniform Power of Attorney Act, S.C. Code Annotated 62-8-114 (Supp. 2017):

- Failed to act in good faith;
- Failed to act within the scope of authority granted in the DPOA;
- Failed to act with care, competence, and diligence;

³ The DPOA contains no gifting clause.



- Failed to keep records or all receipts, disbursements, and transactions;
- Failed to preserve the Decedent's estate plan by liquidating retirement accounts;
- Failed to preserve the Decedent's estate plan by using her funds for his personal use resulting in less assets to be distributed to all three of her children from her estate;
- Failed to timely file taxes resulting in penalties and interest;
- Failed to minimize taxes and incurring penalties by liquidating retirement accounts;
- Acted with reckless indifference to the purpose of the power of attorney; and,
- Conduct was reckless and willful in complete disregard of duties imposed upon him as a fiduciary.

7. As a matter of law, no genuine issue of fact exists as to this cause of action. The Petitioners are granted Summary Judgement. SRM is liable to the Decedent's successors for the amount required to restore the value of the Decedent's property to what it would have been had the violations not occurred. S.C. Code Annot. 62-8-117 (Supp. 2017). Said amount is contested and is reserved for the final hearing.

C. Conversion Summary Judgement: Granted

8. Conversion is a wrongful act and has been defined as the unauthorized assumption in the exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. *Owens v. Andrews Bank & Trust Co.*, 265 SC 490, 220 SE 2d 116 (1975). Conversion is a wrongful act which emanates by either a wrongful taking or wrongful detention *Kirby v. Home Motor Co.* 295 S.C. 7, 11, 366 S.E. 2d 259, 261 (Ct.App.1988).

9. Respondent has admitted that three days before Florence Mensch's death, he transferred \$249,000.00 from Florence Mensch's UBS retirement account to her Bank of America Account ending in 7059.

10. No genuine issue of material fact exists as to this cause of action as it relates to the USB account.



Therefore, Petitioners are granted Summary Judgement with the issue of damages preserved for the final hearing.

MISCELLANEOUS ISSUES

A. Motion to Strike Petitioner's Memorandum. Motion: Denied.

11. Respondent moved to strike Petitioners' Memorandum in Support of Motion for Summary Judgment claiming a failure to comply with Rule 12 of the *South Carolina Rules of Civil Procedure*. There is no rule contained in *South Carolina Rules of Civil Procedure* which sets a deadline for filing a Memorandum in Support. The Respondent's Motion to Strike Petitioners' Memorandum in Support of Motion for Summary Judgment is DENIED.

B. Affidavit and Memo Accepted.

12. Respondent filed an Affidavit in Opposition with the Court less than one (1) day before the hearing on the Motion for Summary Judgment and failed to serve the Affidavit in Opposition on Petitioner prior to the hearing. Respondent filed a Memorandum in Opposition to Petitioners' Summary Judgment and an additional Affidavit in Opposition to the Motion for Summary Judgment nine (9) days after the hearing on the Motion for Summary Judgment. The late filing of the Affidavits and Respondent's Memorandum in Opposition over Objection of Petitioners is ACCEPTED due to the fact that Summary Judgment should be cautiously invoked.

C. Punitive Damages

13. | The Court on its own motion finds that Probate Court has no subject matter jurisdiction to award punitive damages; therefore, the prayer in the Petition for Punitive Damages is dismissed with prejudice.



D. FINAL HEARING

14. In the interest of time and judicial economy, the Respondent shall first provide a written accounting of the Decedent's funds he used for his personal benefit; and he shall include those funds, if not yet used, funds⁴ he has retained or gifted or otherwise made unavailable to the Decedent or her estate from May 17, 2010 to the present. Respondent shall calculate the total of all funds misused and funds withheld or made unavailable and provide those totals to the Petitioners. Second, from May 17, 2010 to the present, Respondent shall provide a written accounting of Decedent's funds that he alleges he used properly either as authorized by the Decedent's DPOA, by her Will, or by the SC Probate Code. Both accountings are due to Petitioners' Counsel within (15) days of the date of this Order.

After considering this Court's Order to act in good faith and the Respondent's admissions of misuse of the Decedent's funds, should the Respondent then conclude that zero damages is due the estate, the Respondent shall provide a detailed accounting to support and justify this conclusion.

Unless previously provided to the Respondent, the Petitioners shall provide a written accounting of any undisputed payments made by the Respondent as AIF from the Decedent's funds or as PR from the estate's funds from May 17, 2010 to the present, including a total amount of undisputed payments. This is due to Respondent's counsel within fifteen (15) days of the date of this Order.

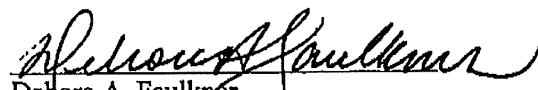
The attorneys are ordered to cooperate in this exchange of information in order to narrow the issues and to promote a more orderly hearing. Further, the attorneys are ordered to

⁴ Respondent must identify the location of the funds if on deposit in an account for his benefit; and, he must identify any individual or entity in which he transferred the funds as a gift or in payment of a debt.



communicate in advance of the hearing to review and mark all trial exhibits and explore settlement. ⁵ The parties are ordered to act in good faith in this process.

IT IS SO ORDERED.


Debora A. Faulkner
Probate Court Judge

Date: July 29, 2027
Greenville, South Carolina

⁵ The parties are to freely exchange information as needed to fulfill the Court's Order. The parties shall provide as much information as possible on the accountings, including, dates, amounts, the purpose of the payments, etc.

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

CASE NO.2018ES2302854

IN THE MATTER OF:

Estate of Florence Petrak Mensch

Shauna M. Waddell, individually and as
Personal Representative of the Estate of
Florence Petrak Mensch and John R. Mensch,
Petitioners,

ORDER

vs.

FILED

Sterling Raymond Mensch III, individually,
as former Personal Representative of the
Estate of Florence Petrak Mensch and in
his former capacity as Agent under Power
of Attorney for Florence Petrak Mensch,
Respondents.

JAN 26 2022

**GREENVILLE COUNTY
PROBATE COURT**

Date of Hearing: September 16, 17, 2021
Presiding Judge: Debora A. Faulkner, Probate Judge
Attorney for Petitioners: Tyler E. McLeod
Attorneys for Respondent: Devon M. Puriefoy, Kimberly Thomason
Court Reporter: Rachel Wood

This matter came before the court for trial to determine the amount of damages owed the Estate of Florence Mensch by Respondent, Sterling Raymond Mensch (SRM) admits he misappropriated funds belonging to Florence Mensch and her estate. However, the amount of damages due the estate is the central issue in the litigation. The relevant time period for the misappropriations is from May 17, 2010, the date Mrs. Mensch's executed her Durable Power of Attorney (DPOA) naming SRM as her Attorney in Fact, (AIF) and April 26, 2018, the date of Ms. Mensch's death.

Present at the hearing was Petitioner Shauna M. Waddell (SW) represented by Tyler McLeod. Petitioner John Mensch (JM) was present for days one and two of the hearing. SRM appeared for each day of trial with his attorneys, Devin Puriefoy and Kimberly Thomason. Witnesses in the case were Petitioner, SW, Petitioners' expert, John Markel, and Respondent's expert, Mark Chastain.

Prior to taking testimony the Court denied the Petitioner's *Motion in Limine*.

STIPULATIONS

1. SRM made a number of withdrawals from Mrs. Mensch's bank account totaling \$820,382.

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*SW
Z*

2. SRM deposited the funds from these withdrawals into his single owner checking account.
3. Both expert witnesses are qualified to give their opinions

PROCEDURAL HISTORY

1. On December 14, 2018, SRM filed the Will and Codicil with the Court but took no action to have the documents admitted as the valid testamentary documents of his mother. Neither did he apply for appointment as Personal Representative (PR) which would have granted him legal authority over her assets for the benefit of the devisees named in her Will and any estate creditors.
2. On January 23, 2019, SRM filed his application for admission of the Will and Codicil to Probate and for his appointment as PR. He was appointed PR on January 23, 2019.
3. On May 15, 2019, this action was filed by Petitioners.
4. On August 28, 2019, the Hon. Clayton L. Jennings issued an Order in response to Petitioners' Motion to Compel which, among other rulings, ordered SRM to provide discovery to Petitioners within ten days of the entry of the Order. The Order attached hereto is incorporated herewith as if fully set out.
5. On December 4, 2019, the Hon. Clayton L. Jennings issued his Order in the Petitioner's first Rule to Show Cause proceeding finding SRM in willful contempt of the August 28, 2019 Order. Accordingly, the Court removed SRM as PR and appointed Shauna Waddell to serve as Successor PR. The Court imposed further financial sanctions against SRM. The Order is attached hereto and incorporated herewith as if fully set out.
6. On May 13, 2020, an Amended Petition was filed as permitted by Judge Jennings' Court Order.
7. On September 2, 2020, the Hon. Clayton L. Jennings issued an Order as a result of the Petitioners' filing a second Rule to Show Cause against SRM. The Court found SRM to be in willful contempt of the Court's prior Orders. This Order attached hereto is incorporated herewith as if fully set out.
8. On January 13, 2021, the Hon. Clayton L. Jennings issued an Order as a result of Petitioners third Rule to Show Cause alleging SRM willfully failed to comply with the September 2, 2020 Order. He was found to be in willful contempt, ordered to pay attorneys' fees to Petitioners and cautioned that he would be subject to incarceration should he violate this Order. This Order attached hereto is incorporated herewith as if fully set out.
9. On July 29, 2021, the Court entered an Order granting the Petitioners Summary Judgment on the following causes of action: 1) Breach of Fiduciary Duty as Attorney in Fact (AIF), 2) Violation of the S.C. Uniform Power of Attorney Act, and 3) Conversion. The Court denied Petitioners' Motion for Summary Judgment on the remaining causes of action: Negligence, Unjust Enrichment/Money Had and Received, and Constructive Trust.
10. Trial in this case was heard on September 16-17, '21. By agreement of counsel, Petitioner, John Mensch, participated by telephone on September 17, 2021.
11. A proposed Order was transmitted to the Court on 10/15/21. An extension was granted to SRM's counsel to Dec. 16, 2021 to lodge objections to the proposed Order.

FINDINGS OF FACT

By the preponderance of the evidence, I make the following findings of fact:

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1. Mrs. Mensch and her husband moved to Greenville from New York. From their marriage, they had three children, John, Sterling and Shauna.
2. Mr. Mensch died in or around 1995.
3. The record contains no evidence that Ms. Mensch had anything other than a loving relationship with all three of her children.
4. In 1998, Ms. Mensch executed a Will leaving her estate equally to each of her three children. She named all three children to serve as Co-Personal Representatives. Similarly, she named each of her 3 three children to share equally in her non-probate accounts which includes a retirement account. Based on the foregoing, I find that Ms. Mensch intended to leave her estate both probate and non-probate to each of her three children in equal shares.
5. In 2007, Mrs. Mensch executed a DPOA naming the Petitioner, SW, as her attorney in fact but it was later revoked in favor of SRM in 2010.
6. After her husband's death, Ms. Mensch lived in her own home at 207 West Beverly Street in Greer, S.C.
7. On May 17, 2010, Ms. Mensch, with the assistance of an attorney, executed another DPOA naming SRM as her AIF. This DPOA contained no provisions allowing SRM to make gifts to himself.
8. She also executed a Codicil to her 1998 Will naming SRM as her sole Personal Representative. She republished her 1998 Will in all other respects, i.e. her estate plan remained unchanged.
9. SW testified that around 2009 she began to take notice of her mother's dementia symptoms.
10. In or around 2012, she purchased an apartment at Rolling Green. She moved into the Rolling Green apartment and sold her home in Greer.
11. In or around 2013 or 2014, as a result of her diagnosis of dementia, Alzheimer's type, SW arranged for FM to be moved to the memory care unit at Oakleaf Village. No evidence was presented that this decision was contested. She died at Oakleaf Village on April 26, 2018.
12. At Ms. Mensch's funeral, SRM advised his brother John to return to Oregon, because he would be starting the estate administration immediately. After hearing nothing from SRM, SW called him about the estate administration. SRM told her he was waiting on tax information.¹ She called again and he said the taxes were done and that he would be dropping off the estate information to attorney, David Massey's office. After hearing nothing further, SW called the attorney's office and the attorney's office didn't have any estate information. SRM told SW that their secretary probably lost it. The firm was never hired by SRM. SW's communication with SRM became increasingly difficult.
13. On December 14, 2018, SRM filed FM's Will and Codicil in the Probate Court without opening an estate. On January 23, 2019, nine months after Ms. Mensch's death, SRM filed his application to admit the Will and be appointed as the PR. He was appointed PR on January 23, 2019. He filed this without the assistance of counsel.
14. On April 30, 2018, SRM signed and filed a sworn *Inventory and Appraisement* with the Court. The *Inventory and Appraisement* is part of the Court's record. On that *Inventory*, he swore that the balance in the UBS account on 4/30/2018 was \$409,652. Petitioner's Exhibit 21, the UBS statement from April, 2018 shows that SRM had withdrawn \$259,000.00 on April 23, 2018 with a resulting balance of \$154,069. He also stated on the *Inventory*, under oath, that the Tarleton Way home had an existing mortgage of \$238,170.00 Two months earlier on February

¹ The records would later show that upon her appointment as Successor PR, SW learned that the 2018 tax return had never been filed. Petitioner's #19 is an IRS Letter stating that on 12/31/18, the estate owed \$91,367.

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SW
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8, 2019, he paid the sum of \$232,047 in full satisfaction of the mortgage. So, after being sworn, he voluntarily and willfully filed perjured information to the Court. ²

15. After his mother's death, rather than filing the Will immediately and becoming the PR of her estate, he was continuing to make post-death withdrawals from Ms. Mensch's x7059 account. He was also allowing her GE pension auto deposits to continue despite her death. He made his last withdrawals from FM's account in or around February, 2019 leaving approximately \$1500 in x7059 and \$65 in x2007. SRM withdrew a total of \$170,000 from Ms. Mensch's bank accounts after her death. This proceeding was commenced three months later on May 15, 2019

TARLETON WAY HOUSE AND LOT

16. On April 18, 2007, Ms. Mensch purchased property in a subdivision in Greer. As such, she signed the mortgage obligating herself to pay \$330,000.00 for the property in monthly installments. Further, she signed a "Rider" stating that this would be her second home and keep the home only for her exclusive use.

When she purchased the property, she was still living at her West Beverly Street property. Her intent was never to live at this Tarleton Way property. The intent was that the house would actually be purchased by SRM as a home for him and his daughter. SRM orchestrated this arrangement since he was a party in a divorce proceeding. He wanted to protect the property from being included as marital property subject to equitable division. SW testified that it wasn't until after FM's death that she and her brother discovered that the house was not actually owned by SRM.

SRM's expert witness, Mr. Chastain, listed that SRM should be given credit for \$39,000.00 that he paid as a down payment from his own funds when the home was purchased. Upon further examination of the witness, it appeared this was untrue in that the amount was folded into the mortgage.

SRM paid nothing to FM for the 12 years he lived there. It was home with landscaping, pool, theatre room, and nice finishes. SRM alleges he made a total of \$240,631.00 in payments from his personal funds to service the principal and interest on the Tarleton mortgage and that he should be credited with those payments as being beneficial to FM.

SRM's employment status and income were never presented in evidence. In order to weigh the veracity of this assertion, the ability of SRM to pay this would need to be known. It is unknown whether or not he was employed; or, if so, the dates of his employment and the amount of his income. Petitioner's expert witness, Mr. Markel, attempted to trace these alleged mortgage payments using bank documents. He found that many of the alleged payments were untraceable and were inconsistent with the dollar amounts alleged. Countless online cash withdrawals from x7059 to SRM's account were in amounts similar to the amount of the mortgage payments. Bank statements prior to 2012 were not available to the parties.

SRM also alleges that he used some of the cash from FM's accounts to make improvements and repairs to the home which were beneficial to FM. He alleges these expenditures amount to \$69,957.00.³ Despite repeated directions from the Court, SRM never produced receipts or other documents to prove this amount. He failed to testify at this hearing regarding how he arrived at this total. He failed to produce witnesses to confirm payments made for improvements. He failed to issue any subpoenas for merchants or repair companies to produce records.

² The estate record contains a claim filed on 2/11/2019 by Traci Malone of South State Bank. On the same day, February 11, a *Loan Payoff Statement* was filed. SRM satisfied the mortgage in full on 2/8/19. SW's *Settlement Statement* (Exh. #25) when TW was sold shows a mortgage payoff of 218,579 to South State Bank on 12/3/2020

³ SW testified in detail regarding the condition of the home after SRM moved resulting in an expense to the estate of \$10,000.00 on extensive cleaning and repairs in order to make it fit for sale.

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When SRM moved from the home in September, 2020, the estate has to spend \$10,000 for cleaning and repairs to make the property presentable for potential buyers.

As a minor point; but one that shows how no opportunity was missed by SRM, SRM collected \$22,434.00 in insurance proceeds for hail damage to FM's home. The amount of the damage was not placed in the record. Again, these are proceeds from an insurance policy that FM pays for each month in mortgage payments for a house she doesn't need; and, that is being used as a residence for her able bodied son. SRM's expert witness testified that the damage estimate was less than the amount collected and that SRM appeared to have kept the balance not used. This was not contradicted by SRM.

FLORENCE MENSCH'S ASSETS

17. A listing of FM's assets and their values on the date SRM became FM's AIF in 2010 is not in evidence. Bank records were not available prior to 2012. However, from the evidence presented, it appeared that her assets, residential expenses were as follows on the dates indicated:

<u>Asset</u>	<u>Value</u>	<u>Date of Value</u>	<u>Residential Expense</u>
⁴ Home on Tarleton Way	420,000.00	Sold 12/3/20	Moved to Rolling Green In 2012 Oakleaf in 2015
x7059 BOA Checking account	various		
x2007 BOA Savings account	various		
Elfin Trusts + GE stock IRA ⁵	\$1,321,717.00	1/1/2015	
UBS Retirement Acct	\$913,511.00	12/30/16	

Annual Income

2012 \$16,000.00 SSA 2580 x 12/ 31K
 \$17,800.00 Pension
 \$49,240.00 IRA Distribution
 \$83,090.00

2013 \$16,000.00 SSA 2580 x 12/ 31K
 \$17,800.00 Pension
 \$70,000.00 IRA Distribution
 \$104,125.00

2014 \$16,000.00 SSA 2580 x 12/ 31K
 \$17,800.00 Pension
 \$90,594.00 IRA Distribution
 \$124,964.00

2015 \$16,000.00 SSA 4550x12/55K
 \$17,800.00 Pension

⁴ Purchased 2007 for \$330,000.00 includes \$39,700.00 down payment, additional \$65,000.00 for pool, home theater, fencing, landscaping, etc. SRM claims he paid this via his allegations in an affidavit.

⁵ Elfin later managed by State Street Global.

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\$213,945.00 IRA Distribution
\$248,590.00

2016 \$16,000.00 SSA 4550x12/55K
 \$17,800.00 Pension
 \$208,727.00 IRA Distribution
 \$243,379.00

MANAGEMENT OF ASSETS BY SRM

18. FM's Bank of America (BOA) accounts are her checking account, x7059 and a savings account x2007. The fund balance in x7059 was the result of FM's monthly income deposits plus any online transfers directed by SRM-AIF from her investment accounts. Payments for her residence at the facilities were automatically drafted from x7059.⁶

19. In 2013, SRM, using the authority granted to him by FM in the DPOA, decided to add his name as a joint account owner to x7059. No evidence was presented on why SRM chose to do this, especially since this change would affect FM's estate plan. Instead of the balance being a part of her estate to be shared by all 3 of her children, this change would result in SRM being able to claim all funds remaining on deposit for himself.

20. SRM's personal BOA account is x3259. From 2013 until FM's death in April, 2018, SRM engaged in over 239 online transfers, cash transactions, withdrawals, from FM's BOA accounts. He directed these transfers to his personal BOA account x3259 which was a POD account, providing that his daughter would be paid the balance in the account upon his death. The parties stipulate that the total for all these transfers comes to \$820,382.00⁷ Once deposited into his account, SRM spent the funds on a variety of personal pleasures including nice restaurants, men's clothing stores, jewelry, home improvement stores, grocery stores, travel, alcohol, etc. He made several large cash withdrawals and made online payments to his personal credit card company from FM's account. The piece de resistance \$8000.00 to Greenville Matchmakers.

21. From 2015 through 2018, SRM withdrew funds from Elfin Trust, taking smaller amounts from FM's GM stock. On 12/31/2015, the Elfin fund's market value was \$279,819.00; on the same date, the GM market value was \$1,321,717.00.

22. SRM facilitated IRA distributions to FM in excess of the amount mandated for *required minimum distributions* (RMD).⁸ In years 2011, 2012, 2015, 2016, and 2018, SRM unnecessarily caused FM's IRA distributions to exceed allowable RMD for each year. From the above chart, SSA and pension income were largely sufficient to cover her monthly living expense at Rolling Green and less so at Oak Leaf. However, no evidence is presented to show that the allowable RMD for each year plus her income would have been insufficient to comfortably pay for her care. The amount of income taxes incurred due to these excessive withdrawals was \$163,420.00.

23. On March 20, 2018, SRM sold the GE stock for \$406,255.80.

24. Petitioners allege that SRM failed to properly diversify FM's portfolio resulting in a reduction of approximately \$400,000.00 in value. Court finds that this was speculative and not supported by the preponderance of the evidence.

⁶ Occasionally, SRM would use the x2007 to receive online transfers.

⁷ No bank records were available prior to 2012.

⁸ Under Treasury Regulations, taxpayers over 70.5, like FM must take the required minimum distributions.

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25. On April 23, 2019, three days prior to FM's death, SRM transferred \$259,000.00 of the \$409,652.00 held in FM's UBS retirement account to FM's 7059 account.

26. SRM failed to notify BOA and failed to notify GE Pension of FM's death. The pension payments continued unabated and SRM continued to make withdrawals from the BOA accounts. From the time of FM's death on April 26, 2018 until February 18, 2019, SRM directed \$170,000 of FM's, i.e. the Estate's, post-death funds to his x3259 personal account. These were funds earmarked to be divided equally among her 3 children. SRM withdrew these post-death pension payments from FM's account for his personal use. To reimburse GE for these overpayments. As a result, the estate was charged with an overpayment of \$30,157.00.

SW, as PR, agreed to forfeit the \$10,000 of GE life insurance that FM intended to be shared equally by her children. SW assigned \$3333.33 of the 10,000 for each beneficiary. This left a balance due to GE of \$20,157.81 from the estate. SRM should be liable to the estate for the total amount of overpayment in the amount of \$30,157.00.

27. At the time SW was appointed PR, there was only \$15,000 in FM's x7059 account.

TAX LIABILITIES

28. Between 2012 and 2016, SRM's failed to timely file tax returns and failed to timely pay taxes due resulting in penalties for failure to file and penalties and interest for failure to pay the IRS and SCDOR. The amount admitted by SRM's attorneys is \$13,820.17.

29. SRM failed to file tax return for FM for 2017.

30. SRM made gifts from FM to himself, SW and Steve, John and Shea, Sterling and Holly in the years 2014, 2015, and 2016 for the purpose of meeting the annual exclusion allowed by the IRS. This was permitted by FM's DPOA.

31. SRM failed to take action necessary to avoid \$40,314.00 penalties and interest connected to FM's 2018 taxes. This amount is currently on appeal.

32. From 2011 through 2016, SRM failed to itemize deductions for property tax and mortgage interest on the Tarlton Way on FM's returns. FM as owner of the property was clearly entitled to claim those itemized deductions, and thereby proportionately reduce her tax liability for each respective year. This failure amounts to \$24,559 in excessive tax.

33. From 2011 through 2018, SRM caused FM and, later, her estate to incur unnecessary tax liabilities of \$163,420 as set forth in Petitioner's Exhibit #1⁹ due to SRM's withdrawals in excess of the RMD for each year.

34. In 2015 and 2016, SRM wrote checks to his siblings, their spouses, to himself and his daughter in accordance with IRS rules that permit gifting a certain amount each year. Each year he wrote himself a check equal to the others, despite his siphoning of funds from his mother to subsidize his lifestyle. He has made no good faith effort whatsoever during this litigation to pay any amount that he admits he owes. The only amounts he has paid to the estate to date for his wrongdoing were attorneys' fees ordered by Judge Jennings short of incarceration. As a matter of equity, SRM should not be able to sit at the table with his siblings and collect a gift in an amount equal to theirs given his actions. Specifically, the record indicates he paid himself \$14,000.00 for 2015 and 2016 for a total of \$28,000.00.

⁹ Pet. Exhib. 21, USB states RMD for 2018 is 33,358. SRM withdrew \$259,000 or \$ 225,642 in excess of IRS limits

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CONCLUSIONS OF LAW

Applying the facts to applicable law, I make the following conclusions of law:

BREACH OF FIDUCIARY DUTY

1. "A confidential or fiduciary relationship exists when one imposes a special confidence in another, so that the latter, in equity and good conscience is bound to act in good faith and with due regard to the interests of the one imposing the confidence." *Davis v. Greenwood Sch. Dist. SO*, 365 S.C. 629, 635, 620 S.E.2d 65, 68 (2005). To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant. See generally, *Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004) (discussing the elements comprising a breach of fiduciary duty claim); *RFT Mgmt. Co. v. Tinsley & Adams*, 399 S.C. 322, 732 S.E.2d 166 (2012).

2. A fiduciary relationship existed between FM and SRM as expressed in the DPOA signed by FM in May, 2010. FM reposed special confidence in SRM; confidence that he would act in good faith placing her As such, SRM has all the duties and obligations set forth in the document plus he is duty bound to act at all times with due regard to the interests of FM. *Moore v. Benson*, 390 SC 153 (2010). Being in the firm grasp of Alzheimer's disease, she was squarely at the mercy of SRM to act in her best interests. Instead, SRM exploited the trust his mother bestowed on him at every turn.

3. The clear weight of the evidence shows SRM used the DPOA as a license to access as much of his mother's property as possible, leaving enough for her basic requirements, such as the payments to her facility. The chart above shows that her income and RMD distributions were substantially exceeded the amount of her monthly facility fees. The excess was taken as a part of the obvious scheme concocted by SRM to maximize his gift. At every opportunity, he placed his desire to take as much of her property as possible ahead of his mother's welfare. To further nail down his continued free use of his mother's money, to the detriment of his siblings, he added his name as a joint owner to her BOA accounts. By doing this, he was depriving his siblings of their right to inherit a share of the balance as their mother so intended. To further thwart his mother's estate plan, he designated his personal checking account as a POD account. With this change, all the ill-gotten funds in this account would become the property of his daughter to the detriment of his mother's estate, i.e. his siblings.

4. He breached his fiduciary duty by using the authority reposed in him by FM to delay or fail to file taxes, resulting in unnecessary fines and penalties, thus reducing FM's estate. He made withdrawals exceeding her RMDs, he liquidated her IRA, and also resulting in unnecessary taxes and penalties. These accounts were all created by FM to be divided equally at her death. FM's estate, both non-probate and probate, would have been substantially greater but for the shenanigans employed by SRM while his mother suffered with Alzheimer's disease, helpless to intervene.

5. The DPOA contained no express authority for SRM to gift himself any of his mother's property. The Decedent's DPOA contains the following provision on page 5, third paragraph:

Notwithstanding any provisions herein to the contrary, my attorney in fact shall not satisfy the legal obligations to the attorney in fact, out of any property subject to this power of attorney. Except to the extent this power of attorney specifically authorizes gifts to my attorney in fact, my attorney in fact may not exercise this power in favor to the attorney, the attorney's estate, the attorney's creditors, or the creditors of attorney's estate.

An agent acting for a principal pursuant to a power of attorney may not make a substantially gratuitous conveyance of the property of the principal to himself unless the power to do so is expressly granted by the instrument itself. *Fender v. Fender*, 329 SE2d 430 (1985).

6. Florence Mensch died on April 26, 2018. S.C. law requires anyone in possession of a decedent's Will to file the Will within 30 days of the date of death. 62-2-901 (Supp. 2014). SRM waited until December, 2018 to file the Will and Codicil. He waited until January of 2019 to open his mother's estate. He continued to collect her pension and spend money belonging to the estate from April 26, 2018 until February, 2019. Since her death, he continued to convert her property to his own use, said amount totaling approximately \$170,000.00 and causing the estate to be indebted to GE for the overpayment of monthly pensions.

SRM's actions equate him to executor de son tort. Because he continued to receive and spend estate property, he is chargeable as the executor of his own wrong. The value of the property is charged to the *executor de son tort*. 62-3-619 S.C. Code Annot. (Supp. 2014)

I find SRM, who was named as the PR in the Will of his mother, did intentionally and with bad faith convert and waste estate property by means of the concealment of the fact of his mother's death to her bank and to her pension company.

7. While serving as PR, SRM failed to repay or make any effort to repay to the Estate the property he converted to his own use. Further, he failed to comply with the Orders of this Court, failed to cooperate with his first attorney so the attorney could assist in the estate administration. All these acts together constitute a violation of his fiduciary duty as Personal Representative to the Estate causing unnecessary time and expense in the administration of what could have been a very straight forward estate administration.

8. While serving as PR, SRM failed to properly file his mother's 2018 tax returns resulting in taxes, penalties and interest assessed against her estate in excess of \$40,000.00.

VIOLATION OF THE UNIFORM POWER OF ATTORNEY ACT

9. As a matter of law, it is undisputed SRM owed a fiduciary duty to the Decedent as her AIF. Loftis v. Eck, 341 SE 2d 641(1986). Instead of preserving her funds for the future use of the Decedent, Sterling Mensch transferred funds from the Decedent's accounts to his personal account while acting under the authority given to him by her in her DPOA. It is undisputed that Sterling Mensch used funds from these transfers for his own personal use, resulting in the diminishment of available funds for the Decedent's estate to distribute. Therefore, Sterling Mensch failed to maintain Decedent's estate plan as is required by the South Carolina Power of Attorney Act.

This Court has previously ruled as a matter of law that no genuine issue of material fact exists as to this cause of action and Petitioners are entitled to judgment against Respondent.

The Decedent's DPOA contains the following provision on page 5, third paragraph:

Notwithstanding any provisions herein to the contrary, my attorney in fact shall not satisfy the legal obligations of the attorney in fact, out of any property subject to this power of attorney. Except to the extent this power of attorney specifically authorizes gifts to my attorney in fact, my attorney in fact may not exercise this power in favor to the attorney, the attorney's estate, the attorney's creditors, or the creditors of attorney's estate.

While serving as Decedent's AIF, Sterling Mensch transferred funds from the Decedent's accounts to his personal account. Sterling Mensch admitted that he made the unauthorized transfers as described. However, he claims that he used a substantial part of the transfers for the benefit of Florence Mensch. In Moore v. Benson (supra), the Court of Appeals upheld the Master in Equity's refusal to allow credit for alleged tax payments without documentary evidence to support the claim. As to these claims, the Court finds that Sterling Mensch was unable to demonstrate that the above-referenced transactions were for Florence Mensch's benefit. He produced no receipts, documents, witnesses and he failed to testify. In addition to failure to provide proof, as a matter of equity, He who comes into equity must come with clean hands. It is far more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitableness or bad faith relative to the matter in

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which he seeks relief, *Emery v. Smith*, 361 S.C. 207,220, 603 SE2d 598, 605 (Ct. App. 2004). He who seeks equity must do equity. *Norton v. Matthews*, 249 S.C. 71, 152 SE2d 680 (1987).

As a result of Mr. Mensch's failure to keep complete and accurate records, the Court finds he has violated the following provisions of the Uniform Power of Attorney Act, S.C. Code Ann. 62-8-114 (Supp. 2017): failed to act in good faith; failed to act within the scope of authority granted in the DPOA; failed to act with care, competence and diligence; failed to keep records or all receipts, disbursements and transactions; failed to preserve the Decedent's estate plan by liquidating retirement accounts; failed to preserve the Decedent's estate plan by using her funds for his personal use resulting in less assets to be distributed to all three of her children from her estate; failed to timely file taxes resulting in penalties and interest; failed to minimize taxes and incurring penalties by liquidating retirement accounts; acted with reckless indifference to the purpose of the power of attorney; and his conduct was reckless and willful in complete disregard of duties imposed upon him as a fiduciary.

The Court finds that Sterling Mensch is liable to the Decedent's successors in interest for the amount required to restore the value of the Decedent's property to what it would have been had the violations not occurred. S.C. Code Annot. 62-8-117 (Supp. 2017).

As to the amount, See Section VII.

CONVERSION

10. The evidence is clear and convincing that SRM converted funds belonging to his mother, and later, the estate to his own use and control. To recover in an action for conversion, Petitioners must:

- (1) Have an interest in the thing converted;
- (2) Respondent must have converted the property to his own use;
- (3) The use was without Petitioners' permission.

Moseley vs. Oswald, 656 SE 2d 380 (2008). The Personal Representative has an interest in and a duty to recover all property due the Estate of Florence Mensch. John Mensch as a devisee in her Will has joined the Personal Representative in order to secure the inheritance intended for him by his mother. SRM has admitted taking over \$800,000.00. These funds were used without the permission of Florence Mensch, her Estate, or John Mensch.

By exploiting his status as AIF he wrongfully and willfully took without legal authority property belonging to FM and ultimately to FM's Estate. The wrongful detention of another's property may give rise to action for conversion; in such cases, conversion occurs when, without justification or excuse, one refuses to surrender the possession of goods after demand for possession by one entitled thereto. Conversion is a wrongful act and has been defined as the unauthorized assumption in the exercise of the right of ownership over goods or personal chattels belonging to another to the exclusion of the owner's rights. *Owens v. Andrews Bank & Trust Co.*, 265 SC 490, 220 S.E. 2d 116 (1975). Conversion is a wrongful act which emanates from either a wrongful taking or wrongful detention. *Kirby v. Horne Motor Co.*, 295 S.C. 7, 11, 366 S.E.2d 259, 261 (Ct. App. 1988).

This Court previously ruled as a matter of law that no genuine issue of material fact exists as to this cause of action and Petitioners are entitled to judgment against Respondent.

Rent, Pre-Judgment Interest, Causes of Action for Negligence, Fraudulent and Negligent Misrepresentation and Concealment, Unjust Enrichment/Money Had and Received and Eviction/Ejectment.

11. Petitioner has requested pre-judgment interest as a part of its relief. However, in order to recover pre-judgment interest, such must be specifically pled. *Tilley v. Pacesetter Corp.*, 355 S.C. 361, 585 S.E.2d 292 (2003). The Court finds that Petitioner's statement of "including any interest and appreciation that should have accrued from the time of the violations," contained in line 70 of Petitioner's Petition does not constitute a specific pleading of pre-judgment interest. Therefore, the Court has determined that pre-judgment interest will not be awarded because it was not specifically pled.

12. Petitioner requested rent be charged against Respondent as damages related to Respondent's occupation of 512 New Tarleton Way. Special damages, however, must be particularly alleged and proved. *Kline Iron & Steel Co. v. Superior Trucking Co.*, 261 S.C. 542, 547, 201 S.E.2d 388, 390 (1973) (emphasis added) (failure to plead and prove special damages will prevent recovery). Thus, special damages must be specifically stated to avoid surprise to the other party. *Benedict College v. Nat'l. Credit Sys.* 400 S.C. 538, 548, 735 S.E.2d 518 523 (Ct. App. 2012). The reasoning for such a pleading requirement is to give a party due notice of the amounts sought. *Norwest Properties, LLC v. Strehler*, 424 S.C. 617, 624, 819 S.E.2d 154, 158 (Ct. App. 2018). The Court finds that rent will not be awarded from Respondent as such is special damages which must be specifically pled.

Additionally, Petitioners asserted causes of action for negligence, fraudulent and negligent misrepresentation and concealment, unjust enrichment/money had and received as well as a motion for eviction/ejectment. The Court dismisses the foregoing actions asserted by Petitioner as cumulative given the relief granted by the Court herein.

PUNITIVE DAMAGES

13. The Probate Court can only exercise the jurisdiction provided by statute as enacted by the S.C. General Assembly. As such, the Probate Court lacks subject matter jurisdiction to award punitive damages.

DAMAGES

14. The Court received a number of exhibits during the trial as well as testimony from SW, the estate's PR, and lengthy testimony from both expert witnesses. Mr. Chastain, Respondent's expert, offered testimony regarding his opinions based upon a review of banking and other transactional documents as to the amounts of money transferred from the account of Florence Mensch as compared to the opinion and report of Petitioner's expert John Markel whose testimony was also received. Based upon the testimony of Mr. Chastain in conjunction with the evidence submitted by Mr. Markel, Petitioner's expert, as well as the party's stipulation as to the amount, it is the finding of this court that \$820,382.00 was transferred from Decedent's accounts by Sterling Mensch to his own account for his own personal use.

It is the further finding of this court based upon the evidence that Sterling Mensch is not due any offsets or credits regarding the aforementioned amounts transferred from Decedent's account. Under the settled law of this State, an essential preliminary to the allowance of an offset is that the offset claimed must be pleaded, and there must be some evidence tending to establish such plea. *Hurst v. Sumter County*, 189 S.C. 376, 1 S.E.2d 238 (1939). Likewise, Respondent was required to plead offset. Furthermore, based on the testimony and evidence presented at trial by Respondent, this Court finds that Sterling Mensch has failed to meet his burden of showing that any transfers of funds were made directly for the benefit of Florence Mensch.

It is a further finding of this court that Petitioners shall not recover any amount for Sterling Mensch's failure to diversify Florence Mensch's assets, as such amount is too speculative for this Court to determine.

With regard to the \$820,382.00 transferred from the Decedent's account by Sterling Mensch, the court subtracts from such amount \$273,461.00 as a credit for Respondent's one-third (1/3rd) inheritance, leaving \$546,921.00 due from Respondent to the estate to compensate the Petitioners loss of inheritance. Added to this amount is \$24,559.00 for avoidable taxes due to failure to itemize for the years 2011 through 2016, as well as 2018 penalties and interest, currently on appeal to the IRS, in the amount of \$40,314.00. The Estate had to spend \$10,000.00 to clean and repair Tarleton Way when SRM moved in order to market the property. Because SRM concealed the death of his mother resulting in an overpayment in pension funds, he owes the estate \$ 30,000.00.

Sterling Mensch admitted he owed penalties and interest in the amount of \$13,820.00.00 thus, the total owed from Respondent to John Mensch and Shauna Waddell as damages is \$625,614.00. This amount will be reduced by the 2018 penalties and interest if the appeal of those penalties and interest is successful. Petitioner's expert calculated that \$163,420 in taxes were levied to excessive RMD distribution. Further, he should not receive the benefit of a gift from his mother at a time he was converting her funds almost on a daily basis in violation of his fiduciary duty to her when she needed him most.

These are just the damages that Petitioners have been able to discover from SRM who has lied to the Court, lied to his siblings, lied by omission to GE Pension and BOA, failed to cooperate with his first attorney, refused to obey Court Orders, failed to produce cooperate in discovery, and failed to produce documentary evidence or witnesses to support his written allegations.,

By preponderance of the evidence and to confirm the foregoing, the Court finds in favor of Petitioners on causes of action for Breach of Fiduciary Duty both as AIF and Personal Representative, Violation of the SC Power of Attorney Act, and Conversion.

In addition to the damages referenced above, the court finds that Petitioners are entitled to recover from Respondent attorney's fees and costs in the total amount of \$127,572.00 as provided by 62-1-111 SC Code Annot. (Supp. 2014). This is a reduction of \$6380 related to time spent on engagement letters, subpoenas, time spent on Affidavit of Fees. I will further note that this amount includes the fees for Petitioners' expert witness. With regard to such fees, the court considered all the elements required under the case of Glasscock v. Glasscock, 304 S.C. 158, 403 S.E. 2d 313 (1991) and finds such fees to be reasonable. Specifically, the Court assessed (1) the nature, extent and difficulty of the case, (2) the time necessarily devoted to the case, (3) the professional standing of counsel, (4) the contingent nature of the compensation, if any, (5) the beneficial results obtained, and (6) customary legal fees for similar services. Applying the foregoing factors, as noted above, and after review of the Affidavit of Attorney's Fees and Costs submitted by Petitioners' Counsel, the Court finds \$127,572.00 to be reasonable attorney's fees and costs.

Petitioners request the Court award the estate 1,462,495.00 not including pre-judgment interest. Respondent requests that Court award \$513,336.00. To date, SRM has paid nothing toward even the amount he admits he owes.

The relief requested by John Mensch, as a 1/3 devisee of the estate, is addressed by payment to Shauna Waddell as Personal Representative of the Estate. Any claim he has against the Respondent is derivative to the Estate's claims.

In view of the foregoing, this Court awards the Estate of Florence Mensch a judgment in the amount of \$821,343.00 calculated as follows:

\$ 546,921.00 Misappropriations from FM's BOA accounts less SRM's 1/3 share in FM's Will

24,559.00 Failure to itemize FM's tax returns

¹⁰ 40,314.00 2018, taxes, penalties and interest

13,820.00 Tax penalties and interest

163,420.00 Avoidable Income tax due SRM taking more than the RMD from 2011-2018

30,157.00 GE pension overpayment

10,000.00 Cost to estate to clean and repair Tarleton Way

28,000.00 Annual exclusion gift to himself in 2015, 2016

127,572.00 Attorneys fees, costs

\$ 984,763 Total Damages

PAYMENT OF DAMAGES

15. A constructive trust will arise whenever the circumstances under which property was acquired make it inequitable that it should be retained by the one holding the legal title. *Lollis v. Lollis*, 354 SE2d 559, 561 (1987). A constructive trust arises entirely by operation of law without reference to any actual or supposed intentions of creating a trust. It is resorted to by equity to vindicate right and justice or frustrate fraud. *McNair v. Rainsford*, 499 SE2d 488, 501 (Ct. App 1988). The Court finds by clear and convincing evidence that a constructive trust should be imposed upon SRM's non-exempt property of whatever type, wherever located, and however titled. This remedy is appropriate as a result of his deceitful, devious, willful, wanton, and careless actions set forth above. He engaged in repeated action of civil theft for 8 years, depleting his mother's property without any regard to what her future needs might be, without regard to her estate plan, without regard to his siblings, without regard to tax law, probate law, prudent investment principles, etc.

16. If execution on this judgment is commenced by Petitioners, the specific property subject to this constructive trust will be identified in accordance with 14-23-360-420, S.C. Code Annot. (1976 as Amended) and any other applicable law. Any discovery regarding the ability of SRM to pay the judgment will be incident to these supplemental proceedings after they have commenced.

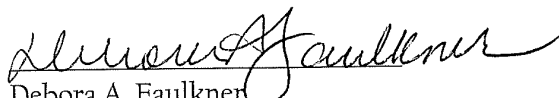
¹⁰ This amount is on appeal with the IRS. SRM is allowed to reduce the total judgment should this amount change as a result of the appeal

Handwritten signature/initials.

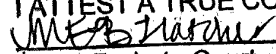
ORDER

1. STERLING RAYMOND MENSCH, III shall pay \$984,763.00 in damages to Shauna Waddell, Personal Representative of the Estate of Florence Mensch. Payment shall be made immediately.
2. Shauna Waddell, Personal Representative of the Estate of Florence Mensch, is hereby awarded judgment against STERLING RAYMOND MENSCH, III in the amount of \$984,763.00.
3. Post-judgment interest shall begin to accrue at the legal rate of interest 7.25% or the current rate approved by the S.C. Supreme Court when this Judgment is transcribed and enrolled in the Offices of the Clerk of Court of Greenville County.
4. Should this Order be appealed, interest on the judgement will be governed by 14-23-380 S.C. Code Annot. (1976 as Amended) and other applicable law.

IT IS SO ORDERED.


Debora A. Faulkner
Greenville County Probate Judge

Greenville, South Carolina
Dated this 26 day of Jan, 2022

I ATTEST A TRUE COPY

Clerk, Probate Court
Greenville County, SC
Dated: 1/28/22

PA14014 MTH

FILED

STATE OF SOUTH CAROLINA **FEB 17 2022** IN THE PROBATE COURT
 GREENVILLE COUNTY
COUNTY OF GREENVILLE **PROBATE COURT** C. A. No.: 2018-ES-23-02854

Estate of Florence Petrak Mensch)

Shauna M. Waddell, individually and)
As Personal Representative of the Estate of)
Florence Petrak Mensch and John R.)
Mensch)

Petitioner,

ORDER

v.)

Sterling Raymond Mensch, III, individually,)
As former Personal Representative of the)
Estate of Florence Petrak Mensch and in)
His former capacity as Agent under Power)
Of Attorney for Florence Petrak Mensch.)

Respondent.)

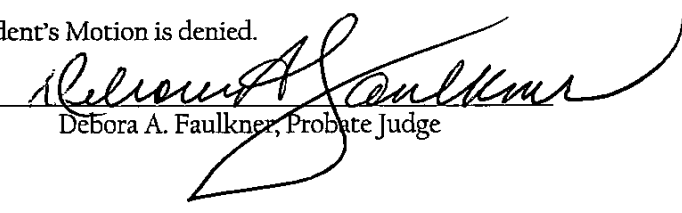
This matter is before me to address Respondent's *MOTION TO ALTER OR AMEND* filed with the Court on February 2, 2022. Evidence of service by mail upon Petitioners' counsel on February 2, 2022 was filed with the Court. As of the date of this Order, no *RETURN* has been filed by the Petitioners' counsel.

S. C. Supreme Court Order of February 4, 2022 regarding the operation of trial courts during the Coronavirus Emergency, directs that hearings on Motions should be minimized. The Order directs trial judges to dispose of Motions without merit without waiting on a Return or other response from opposing counsel.¹

The Court finds that the Motions fails to comply with Rule 7 (b) (1) in that it fails to state any grounds that would entitle the Respondent to relief. As such, the bare request to the Court to amend the Order under Rule 59 fails to give notice to the Court and opposing counsel of the relief being requested of the Court.

After careful review of the final Order in its entirety, I find no basis to give Respondent relief under SCRPC 59.

If view of the foregoing, Respondent's Motion is denied.


Debora A. Faulkner, Probate Judge

February 17, 2022
Greenville, S.C.

¹ See <https://sccourts.org/whatsnew/displaywhatsnew.cfm?indexID=2655>

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2301064

Sterling Raymond Mensch
PLAINTIFF(S)

Shauna M Waddell et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

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

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

At the call of the case the Plaintiff was represented by Attorney John Baum. The Defendant was represented by Attorney Tyler Earl McLeod. After hearing the arguments of Counsel, the Court took the matter under advisement with Counsel for both sides to submit to the Court a proposed order within 10 days.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/27/2022 .

Probate Court

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Greenville Common Pleas

Case Caption: Sterling Raymond Mensch VS Shauna M Waddell , defendant, et al
Case Number: 2022CP2301064
Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

Electronically signed on 2022-04-27 15:41:34 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
IN THE MATTER OF:	)	
Estate of Florence Petrak Mensch	)	C.A. No.: 2022-CP-23-01064
	)	
Sterling Raymond Mensch, III, individually,	)	
as former Personal Representative of the	)	
Estate of Florence Petrak Mensch and in	)	
the former capacity as Agent under a	)	
Power of Attorney for Florence Petrak	)	
Mensch	)	
	)	ORDER
Appellant,	)	
	)	
vs.	)	
	)	
Shauna M. Waddell, individually and as	)	
Personal Representative of the Estate of	)	
Florence Petrak Mensch and	)	
John R. Mensch,	)	
	)	
Respondent.	)	
	)	

This matter came before the Court for a hearing on April 27, 2022 pursuant to Petitioner's Motion to Dismiss Respondent's "Appeal" of the Orders of the Honorable Debora A. Faulkner entered on January 26, 2022 and February 17, 2022. In addressing the motion before the court, the court has reviewed Judge Faulkner's two Orders, the underlying Motion to Alter or Amend filed with the probate court as well as Memoranda submitted by counsel for both parties and in considering the arguments of counsel at the hearing, I find Respondent's Motion should be granted.

Factual Summary

On May 15, 2019, the Respondents filed a Petition with the probate court alleging numerous causes of action against the Appellant. On July 29, 2021, the probate court entered an

Order granting Respondent's Motion for Summary Judgment on breach of fiduciary duty, violation of the S.C. Uniform Power of Attorney Act and conversion. A four-day damages hearing was held on August 17 and 18 and September 16 and 17 of 2021. On January 26, 2022, the probate court found in favor of Respondents and awarded nine hundred eighty-four thousand seven hundred sixty-three and 00/100 dollars (\$984,763.00) in favor of the Estate of Florence Mensch. On February 2, 2022, Appellant filed a Motion to Alter or Amend Judge Faulkner's Order dated January 26th, 2022. The Honorable Debora A. Faulkner in her Order dated February 17th, found that Appellant failed to comply with the mandates of SCRCP Rule 7(b)(1) by failing to state any grounds that would entitle Respondent to relief. Not only did Appellant fail to state any grounds whatsoever in the Motion to Alter or Amend, but Appellant also failed to state the relief or order sought as required under SCRCP Rule 7(b)(1). Respondent argues that the legal effect of Appellant's failure to specify the grounds of his motion is that the filing of the motion to alter or amend did not stay the time for appeal pursuant to Rule 59(f), SCRCP.

I. Appellant's Argument that the Appeal filed by Appellant was not timely

After review of Appellant's Memorandum in Opposition and arguments made by Appellant's counsel, Appellant is arguing that their appeal should be dismissed as untimely because they allege that the January damages Order was not a final order. Appellant argued at the hearing that **his appeal** was untimely because Judge Faulkner's Order for damages **against Appellant** included a reduction of the judgment amount allocated to 2018 taxes, penalties and interest (\$40,314.00), based on whether the IRS forgives penalties and interest which are currently being appealed by Shauna Waddell as Personal Representative of the Estate of Florence Mensch.

Judge Faulkner emphasized in her Order dated February 17, 2022 that the January 26, 2022 Order was a **final Order**. The Order awarding damages was issued following a four-day trial on damages, and such was clearly intended by Judge Faulkner to be a final Order in the case. The Court previously granted summary judgment in favor of Petitioners and the January Order was the final Order awarding damages after the trial. The Order discusses the filing of supplemental proceedings, and disposes of every cause of action in the case. There is nothing in the Order which says the Order will be amended at a later date, nor that further proceedings are necessary in the probate court after the IRS rules on the Appeal. The Order states that the \$40,314.00 **will be** reduced by the 2018 penalties and interest if the appeal of those penalties and interest is successful. Clearly, there is nothing further for the probate court to do. An IRS appeal could take a substantial amount of time, and it would be inequitable to require completion of the IRS appeal before the court can issue a final order in the case, and before the Estate can collect any amount of the judgment, especially given the fact that the amount subject to that appeal is some portion of \$40,314.00, which is a small percentage of the overall judgment of \$984,763.00.

In addition, Appellant did not allege that the January Order for damages was not a final order in his Motion to Alter or Amend the Order, nor at any time prior to filing the notice of appeal. “It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.” Wilder Corp. v. Wilke, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). It is clear that the issue was not raised as Appellant did not state any grounds for the Motion to Alter or Amend and they did not request any specific relief. An issue cannot be raised for the first time on appeal, and therefore Appellant’s argument that this is not a final Order cannot be raised at this time. The IRS appeal

is a good example of a ground that could have been stated in a motion to alter or amend. If that were stated as a ground then Judge Faulkner could have dealt with the issue at the time, but rather Appellant is just now stating this ground for the very first time on appeal. The Court in *Elam v. South Carolina Department of Transportation* found, “A party must file a Rule 59(e) motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review.” *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). Appellant did not state any grounds in the Motion to Alter or Amend, and certainly did not raise the issue that the January Order for damages was not a final order.

This Court finds that Judge Faulkner’s January 26, 2022 Order was a final order, and therefore Appellant’s request that the case be remanded to probate court is DENIED.

II. Respondent’s Motion to Dismiss the Appeal

Respondent’s Counsel argues that the legal effect of Appellant’s failure to specify the grounds of his Motion to Alter or Amend is that the filing of the motion did not stay the time for appeal pursuant to Rule 59(f), SCRCP. Therefore, Appellant’s notice of appeal was untimely. As such, Appellant has failed to comply with the provisions of S.C. Code Ann. §62-1-308(a) by appealing in a timely fashion the probate court’s Order for damages dated January 26th, 2022.

The substance of Appellant’s Motion to Alter or Amend filed on February 2, 2022 stated:

“Respondent...move pursuant to Rule 59 of the South Carolina Rules of Civil Procedure to alter or amend the Order granting Petitioner damages. WHEREFORE, Respondent respectfully requests this court to alter or amend its January 26, 2022, Order.”

In *Camp v. Camp*, the Court of Appeals stated, ““A timely post-trial motion, including a motion to alter or amend the judgment pursuant to Rule 59(e), SCRCP, stays the time for an appeal for all parties until receipt of written notice of entry of the order granting or denying such

motion.’ ” Camp v. Camp, 386 S.C. 571, 575, 689 S.E.2d 634, 636 (2010) (quoting Elam v. South Carolina Dep't of Transp., 361 S.C. 9, 15, 602 S.E.2d 772, 775 (2004)); Rule 203(b)(1), SCACR; Rule 59(f), SCRCP. “Rule 7(b)(1), SCRCP requires that motions ‘**shall state with particularity the grounds therefor, and shall set forth the relief or order sought.**’ ” Camp, 386 S.C. at 575, 689 S.E.2d at 636. “The particularity requirement ‘is to be read flexibly in recognition of the peculiar circumstances of the case.’ ” Id. (quoting Cambridge Plating Co., Inc. v. Napco, Inc., 85 F.3d 752, 760 (1st Cir.1996)). “ ‘By requiring notice to the court and the opposing party of the basis for the motion, rule 7(b)(1) advances the policies of reducing prejudice to either party and assuring that the court can comprehend the basis of the motion and deal with it fairly.’ ” [401 S.C. 132] Id. (quoting Calderon v. Kansas Dep't of Soc. & Rehab. Servs., 181 F.3d 1180, 1186 (10th Cir.1999)). The Court in Camp v. Camp further stated, “The purposes of insufficient and successive post-trial motions appear to be the same: both attempt to buy time without asserting a meritorious claim. These tactics further neither justice nor efficiency, and we cannot facilitate their use. *Id.*”

The holding in Camp v. Camp was overruled by the Supreme Court, but for reasons that do not exist in the present case. The Supreme Court held that “we do not believe applying the particularity requirement in an overly technical fashion **in this case** would serve the purpose behind the rule.” Camp v. Camp, 386 S.C. 571, 576, 689 S.E.2d 634, 636-37 (2010). However, the Supreme Court goes on to state that it is not necessary to apply the particularity requirement in that case because (1) neither party was prejudiced and (2) the court was able to both comprehend the motion and deal with it fairly. *Id.* Therefore, the Supreme Court found in **that particular case** that the lower court was able to deal with the motion for reconsideration fairly. *Id.*

However, unlike cases in which the court and the parties can comprehend the basis of the motion and deal with it fairly, in this case Judge Faulkner specifically found in her Order dated February 23, 2022 “the bare request to the Court to amend the Order under Rule 59 fails to give notice to the Court and opposing counsel of the relief being requested of the Court.” In the February Order, Judge Faulkner referenced the S.C. Supreme Court Order of February 4, 2022 regarding the operation of trial courts during the Coronavirus Emergency which directs that hearings on motions should be minimized. The Order directs trial judges to dispose of motions without merit without waiting on a return or other response from opposing counsel.¹ Therefore, **in this case** Appellant did not state sufficient grounds or relief sought and the court was unable to comprehend the motion or deal with it fairly.

Judge Faulkner’s Order denying the motion to alter or amend is consistent with the spirit and letter of Rule 7(b)(1). No overly technical application of the Rule is being applied. It was incumbent upon Appellant to comply with the requirements of Rule 7(b)(1) in order to trigger the stay provided by Rule 59(f). SCRCP Rule 1 admonishes both the court and the parties to a case to construe, administer and employ the Rules to secure the just, speedy and inexpensive determination of every action and proceeding. “The Rules governing civil procedure exist for a reason and Plaintiff has failed to show good cause for not complying with those rules.” Sapphire Enters v. Allstate Ins. Co. (D. S.C. 2020).

The legal effect of Appellant’s failure to specify the grounds of his motion is that the filing of the motion did not stay the time for appeal pursuant to Rule 59(f), SCRCP. Therefore, Appellant’s notice of appeal was untimely. As such, Appellant has failed to comply with the

¹ See <https://sccourts.org/whatsnew/displaywhatsnew.cfm?indexID=2655>

provisions of S.C. Code Ann. §62-1-308(a) by appealing in a timely fashion the probate court's Order for damages dated January 26th, 2022.

Based on the foregoing, this Court dismisses the appeal of the underlying Orders from the probate court as there exist no appellate jurisdiction of this Court.

The Court hereby orders as follows:

1. This Court finds that Judge Faulkner's January 26, 2022 Order was a final order, and Appellant's request that the case be remanded to probate court is **DENIED**.
2. Respondent's Motion to Dismiss the appeals of the Probate Court Orders is **GRANTED**.

IT IS SO ORDERED.

[electronic signature page to follow]



Greenville Common Pleas

Case Caption: Sterling Raymond Mensch VS Shauna M Waddell , defendant, et al
Case Number: 2022CP2301064
Type: Order/Dismissal

So Ordered

s/Alex Kinlaw, Jr., #2763

Electronically signed on 2022-05-16 13:35:05 page 8 of 8

STATE OF SOUTH CAROLINA

COUNTY OF: GREENVILLE

IN THE MATTER OF:

ESTATE OF FLORENCE PETRAK MENSCH

☒ Decedent ☐ Alleged Incapacitated Individual

FILED

MAY 15 2019

**GREENVILLE COUNTY
PROBATE COURT**

▲ **PROBATE COURT USE ONLY** ▲

IN THE PROBATE COURT
CASE NUMBER 2018-ES-23-02854

John R. Mensch and Shauna M. Waddell,
Petitioner(s),

vs.

Sterling Raymond Mensch III, individually, as
Personal Representative of the Estate of Florence
Petrak Mensch and in his former capacity as
Agent under a Power of Attorney for Florence
Petrak Mensch,

Respondent(s).*

SUMMONS

*For Guardianship/Conservatorship matters, you must include the alleged incapacitated individual as a Respondent.

TO THE RESPONDENT(S) LISTED ABOVE:

YOU ARE HEREBY SUMMONED and required to Answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Petitioner(s) listed above at the following address(es):

Please Type or Print.

Tyler E. McLeod, Esquire

(Name of Petitioner/Attorney for Petitioner)

Brown, Massey, Evans, McLeod & Haynsworth, LLC

106 Williams St.

(Street Address or Mailing Address)

Greenville, SC 29601

(City, State, and Zip Code)

Your Answer must be served on the Petitioner at the above address within **thirty (30) days** after the service of this Summons and Petition upon you, exclusive of the day of such service; and if you fail to answer the Petition within that time, judgment by default will be rendered against you for the relief demanded in the Petition.



Signature of Petitioner(s)/Attorney for Petitioner(s)

Date: May 15, 2019

SCCA 40IPC (01/2019)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF:
Estate of Florence Petrak Mensch

John R. Mensch and Shauna M. Waddell,

Petitioners,

vs.

Sterling Raymond Mensch III, individually,
as Personal Representative of the Estate of
Florence Petrak Mensch and in his former
capacity as Agent under a Power of
Attorney for Florence Petrak Mensch,

Respondent.

IN THE PROBATE COURT
THIRTEENTH JUDICIAL CIRCUIT
CASE NO. 2018ES2302854

FILED

MAY 15 2019

**PETITION GREENVILLE COUNTY
PROBATE COURT**

The Petitioners, John R. Mensch and Shauna M. Waddell, complaining of the above-named Respondent, Sterling R. Mensch III, individually, as Personal Representative of the Estate of Florence Petrak Mensch and in his former capacity as Agent under a Power of Attorney for Florence Petrak Mensch, would respectfully show unto the Court as follows:

PARTIES AND JURISDICTION

1. Petitioner, John R. Mensch, is a citizen and resident of West Linn, Oregon.
2. Petitioner, Shauna M. Waddell, is a citizen and resident of Easley, South Carolina.
3. Respondent, Sterling R. Mensch III, individually, as Personal Representative of the Estate of Florence Petrak Mensch and in his former capacity as Agent under a Power of Attorney for Florence Petrak Mensch, is a citizen and resident of Greer, South Carolina.
4. Florence Petrak Mensch died on April 26, 2018 in Greenville County, State of South Carolina ("Decedent").
5. Petitioners are adult descendants, successors in interest and named as beneficiaries in Decedent's Will, which is on file with the Court, and named as beneficiaries of certain non-

probate assets owned by Decedent.

6. Respondent was appointed Personal Representative of the Estate of Florence Petrak Mensch by this Court on January 23, 2019.

7. Respondent, Sterling Raymond Mensch, III, was named as Agent under a Power of Attorney for Florence Mensch in that certain Durable Power of Attorney recorded in the Greenville County Register of Deeds Office on May 18, 2010 in Deed Book 2372 at Page 3133, and such is attached hereto as Exhibit A ("Power of Attorney").

8. That this Court has personal jurisdiction over the parties hereto.

9. This Court has subject matter jurisdiction over the causes of action set forth herein.

GENERAL ALLEGATIONS

10. Sterling Raymond Mensch, III, John R. Mensch and Shauna M. Waddell are the biological children of Florence P. Mensch and named as equal beneficiaries in Florence P. Mensch's Will, which has been filed with the court.

11. Florence P. Mensch was not married at the time of her death.

12. Respondent, Sterling Raymond Mensch, III was named as Agent under a Power of Attorney for Florence P. Mensch in that certain Durable Power of Attorney recorded in the Greenville County Register of Deeds Office on May 18, 2010 in Deed Book 2372 at Page 3133.

13. Pursuant to § 62-8-114 of the South Carolina Power of Attorney Act, Petitioners requested Respondent, Sterling Raymond Mensch III, to provide an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during his time serving as Agent under a Power of Attorney for Principal, and such provides that the Agent under the Power of Attorney must comply with the request within thirty (30) days from the date of the request which was made on March 22, 2019.

14. Respondent, Sterling Raymond Mensch, III, has failed to comply, or respond with a reason why he needed more time to comply, and therefore has violated § 62-8-114 of the South Carolina Power of Attorney Act.

15. After numerous requests by Petitioners for Respondent to communicate with Petitioners and provide information relating to the Decedent's assets, Respondent has continued to ignore such requests and to withhold information from Petitioners.

16. Petitioner, Shauna Waddell, and Respondent set up an appointment with the Probate Court, but Respondent did not attend such nor inform the Probate Court nor Shauna Waddell that he was not going to attend.

17. Petitioner, Shauna Waddell, has attempted to set up at least three meetings with Respondent to review the assets of the Estate and Respondent has cancelled each time. At a fourth meeting scheduled by Shauna Waddell, Petitioner showed up to the meeting, but did not bring any of the requested records, and only vaguely described the value of the accounts without providing any specific information.

18. When asked by Shauna Waddell about the status of the Estate, Respondent indicated that he was waiting on his mother's income tax return to be prepared. A few months later, when asked again about the status of the Estate, Respondent indicated that he was dropping everything off at the attorney's office so that the attorney could administer the Estate. When Shauna Waddell called David Merline's office, which is the attorney that Respondent claimed to be using, David Merline told Shauna Waddell that he had not heard from Respondent. Subsequently, when Shauna Waddell asked Respondent about why David Merline had not heard from him, Respondent indicated that the secretary at Merline & Meachem's office must have lost the documents.

19. During Respondent's time as Agent under the Power of Attorney for Decedent, Decedent had several liens filed against her for failure to pay homeowners association dues and failure to pay income taxes. A Lis Pendens and Complaint was filed by the homeowner's association against Decedent in the Greenville County Court of Common Pleas for failure to pay homeowners association dues, and only after such was filed did Respondent pay the homeowners association dues.

20. Upon information and belief, the value of Decedent's Estate should be substantially higher than the amount listed on the inventory for the probate assets, and the non-probate asset values should also be higher than Respondent has indicated.

21. Upon an accounting of the assets of the Estate, along with an accounting of the receipts and disbursements by Respondent during his time as Agent under the Power of Attorney for Florence Petrak Mensch, Petitioners believe that such accounting will prove some assets were misappropriated by Respondent in violation of the South Carolina Power of Attorney Act and other applicable South Carolina laws.

22. Respondent has also failed to recover over 18 parcels of unclaimed property in Decedent's name after being informed of such by Petitioner, Shauna M. Waddell, on multiple occasions.

**FOR A FIRST CAUSE OF ACTION
(FAILURE TO COMPLY WITH § 62-8-114 OF THE SOUTH CAROLINA POWER OF
ATTORNEY ACT)**

23. All allegations set forth above not inconsistent herewith are hereby realleged as if fully set forth in this cause of action.

24. Petitioners are Successors in Interest to Decedent's Estate as named beneficiaries in Decedent's Will which has been filed with the Court and have been named as beneficiaries on

certain non-probate assets.

25. Respondent, Sterling Raymond Mensch, III, was appointed Agent under the Power of Attorney for Florence R. Mensch in that certain Durable Power of Attorney recorded in the Greenville County Register of Deeds Office on May 18, 2010 in Deed Book 2372 at Page 3133, and such is attached hereto as Exhibit A.

26. Pursuant to § 62-8-114 of the South Carolina Power of Attorney Act, Petitioners requested Respondent, Sterling Raymond Mensch III, for an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during his time serving as Agent under a Power of Attorney for Principal, and such provides that the Agent under the Power of Attorney must comply with the request within thirty (30) days from the date of the request which was made on March 22, 2019.

27. Respondent, Sterling Raymond Mensch, III, has failed to comply, or respond with a reason why he needed more time to comply, and therefore has violated § 62-8-114 of the South Carolina Power of Attorney Act.

28. Petitioners request the Court issue an Order demanding Sterling Raymond Mensch, III, to comply with the Statute and to provide an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during Sterling Raymond Mensch, III's time serving as Agent under the Power of Attorney since May 17, 2010.

**FOR A SECOND CAUSE OF ACTION
(ACCOUNTING)**

29. All allegations set forth above not inconsistent herewith are hereby realleged as if fully set forth in this cause of action.

30. Decedent's Will explicitly states in Item 12 on Page 9 and 10:

"My Personal Representative and Trustee shall keep all records and books of account and shall prepare inventories and accountings which must be filed with the Probate Court, and shall give the beneficiaries a statement of their receipts and disbursements and investments at least annually."

31. Decedent's Will further states in Item 12 on Page 10:

"At all reasonable times my Personal Representative and Trustee shall make all records, books of account, inventories and related papers and documents available for inspection by the beneficiaries hereunder or their authorized representatives."

32. Despite several demands by Petitioners, Respondent has failed to provide or otherwise make available all records, books of account, inventories and related papers and documents.

33. Petitioners have filed a demand for non-probate property inventory with the Probate Court and Respondent has not provided such as of the filing of this Petition.

34. Petitioners are entitled to and seek an accounting of all of the probate and non-probate assets of the Estate, and Petitioners request an Order from the Court demanding that Respondent make all records, books of account, inventories and related papers and documents available for inspection by the Petitioners or their authorized representatives.

**FOR A THIRD CAUSE OF ACTION
(REMOVAL OF PERSONAL REPRESENTATIVE)**

35. All allegations set forth above not inconsistent herewith are hereby realleged as if fully set forth in this cause of action.

36. Respondent has ignored requests for an accounting of receipts and disbursements during his time as Power of Attorney despite the requirement to provide such under § 62-8-114 of the South Carolina Power of Attorney Act.

37. As Personal Representative of the Estate of Florence Petrak Mensch, Respondent has a fiduciary duty to the beneficiaries of the Estate and has breached that duty by failing to comply with the requests for an accounting of receipts and disbursements made by him as Agent under the Power of Attorney in accordance with § 62-8-114 of the South Carolina Power of Attorney Act.

38. Decedent's Will explicitly states in Item 12 on Page 9 and 10:

"My Personal Representative and Trustee shall keep all records and books of account and shall prepare inventories and accountings which must be filed with the Probate Court, and shall give the beneficiaries a statement of their receipts and disbursements and investments at least annually."

39. Decedent's Will further states in Item 12 on Page 10:

"At all reasonable times my Personal Representative and Trustee shall make all records, books of account, inventories and related papers and documents available for inspection by the beneficiaries hereunder or their authorized representatives."

40. Despite numerous requests by Petitioners for Respondent to communicate with Petitioners and provide information relating to the Decedent's assets, Respondent continues to ignore such requests and to withhold information from Petitioners. Petitioner, Shauna Waddell, and Respondent set up an appointment with the Greenville County Probate Court, and Decedent did not attend such and did not inform the Probate Court nor Shauna Waddell that he was not going to attend.

41. Petitioner, Shauna Waddell, has attempted to set up at least three meetings with Respondent to review the assets of the Estate and Respondent has cancelled each time. At a fourth meeting scheduled by Shauna Waddell, Petitioner showed up to the meeting, but did not bring any

of the requested records, and only vaguely described the value of the accounts without providing any specific information.

42. When asked by Shauna Waddell about the status of the Estate, Respondent indicated that he was waiting on his mother's income tax return to be prepared. A few months later, when asked again about the status of the Estate, Respondent indicated that he was dropping everything off at the attorney's office so that the attorney could administer the Estate. When Shauna Waddell called David Merline's office, which is the attorney that Respondent claimed to be using, David Merline told Shauna Waddell that he had not heard from Respondent. Subsequently, when Shauna Waddell asked Respondent about why David Merline had not heard from him, Respondent indicated that the secretary at Merline & Meachem's office must have lost the documents.

43. Respondent has listed the property at 512 New Tarleton Way, Greer, SC 29650 on the inventory for the Estate at the tax assessment value despite being told by the probate court clerk that tax assessment valuations are usually below market value. Respondent ignored the suggestion by the probate court to have a realtor appraise the property to reduce any potential taxes that may be incurred if the property is not valued correctly and later sells at a higher price. Respondent indicated to Shauna Waddell that he would have an appraisal done, but instead just listed the property on the probate inventory at the tax value, despite the potential negative tax implications.

44. Upon information and belief, the value of Decedent's Estate should be substantially higher than the amount listed on the inventory for the probate assets, and the non-probate assets values should be higher than Respondent has indicated.

45. Upon an accounting of the assets of the Estate, and of the receipts and disbursements by Respondent during his time as Agent under the Power of Attorney for Florence Petrak Mensch, Petitioners believe that such accounting will prove that some assets were misappropriated by Respondent in violation of the South Carolina Power of Attorney Act and other applicable laws of South Carolina.

46. Respondent will be required to account to the Estate for his acts and doings as Agent under the Power of Attorney for Decedent, and this presents a conflict of interest, and therefore he should be removed as Personal Representative.

47. As Personal Representative of the Estate of Florence Petrak Mensch, Respondent has a fiduciary duty to the beneficiaries of the Estate and has breached that duty by failing to comply with the requests for an accounting of receipts and disbursements made by him as Agent under the Power of Attorney in accordance with § 62-8-114 of the South Carolina Power of Attorney Act, along with his failure to properly respond and make records available to the beneficiaries of the Estate.

48. Petitioners request the Court remove Sterling Raymond Mensch, III, as Personal Representative and terminate his appointment immediately pursuant to § 62-3-611 of the South Carolina Probate Code.

**FOR A FOURTH CAUSE OF ACTION
(APPOINTMENT OF PERSONAL REPRESENTATIVE)**

49. The allegations contained in the preceding paragraphs are re-alleged and incorporated herein by reference as if fully set forth herein.

50. Shauna M. Waddell is the daughter of Florence Petrak Mensch and named as successor Personal Representative under the Will of Florence Petrak Mensch which has been filed with the Court.

51. Petitioners have filed the Application for Appointment contemporaneously herewith requesting the Court to appoint Shauna M. Waddell as Personal Representative of the Estate of Florence Petrak Mensch, which is attached hereto and incorporated herein.

52. Upon the termination of Sterling Raymond Mensch's appointment, Petitioners request the court to appoint Shauna M. Waddell as Personal Representative of the Estate of Florence Petrak Mensch pursuant to § 62-3-613 of the South Carolina Probate Code.

**FOR A FIFTH CAUSE OF ACTION
(PETITION TO REVIEW AGENT'S CONDUCT UNDER POWER OF ATTORNEY
AND GRANT APPROPRIATE RELIEF PURSUANT TO § 62-8-116 AND § 62-8-117 OF
THE SOUTH CAROLINA POWER OF ATTORNEY ACT)**

53. That all allegations of this Petition are reaffirmed as fully as if repeated herein.

54. Petitioners, as beneficiaries named in Decedent's Will, request the Court to construe the Power of Attorney and review Respondent, Sterling Raymond Mensch's conduct during his time as Agent under the Power of Attorney for Decedent.

55. Decedent had several liens filed against her for failure to pay homeowners association dues and income taxes during Respondent's time as Agent under a Power of Attorney for Decedent. A Lis Pendens and Complaint was filed by the homeowner's association against Decedent in the Greenville County Court of Common Pleas for failure to pay homeowners association dues, and only after such was filed did Respondent pay the homeowners association dues.

56. Decedent's estate is valued substantially lower than Petitioners expected, and upon an accounting of the receipt and disbursements, Petitioners have reason to believe that such accounting will prove some assets were misappropriated by Respondent in violation of the South Carolina Power of Attorney Act.

57. Respondent has failed to recover over 18 parcels of unclaimed property in Decedent's name after being informed of such by Respondent, Shauna M. Waddell, multiple times in 2017 and 2018.

58. Petitioner requests the Court order Sterling Raymond Mensch, III, to restore the value of the principal's property to what it would have been had the violation(s) not occurred pursuant to § 62-8-117 of the South Carolina Probate Code, including any interest and appreciation that should have accrued from the time of the violation.

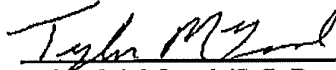
WHEREFORE, the Petitioners pray as follows:

- 1) For an Order compelling Respondent, Sterling Raymond Mensch, III, to provide an itemized accounting of all receipts and disbursements made as Agent under Power of Attorney to or from funds or accounts owned by Florence Petrak Mensch since May of 2010, as he is required to under § 62-8-114 of the South Carolina Power of Attorney Act;
- 2) For an Order compelling an accounting of all of the probate and non-probate assets of the Estate, and an order from the Court demanding that Respondent make all records, books of account, inventories and related papers and documents available for inspection by the Petitioners or their authorized representatives;
- 3) For the Court to construe the Power of Attorney of Florence Petrak Mensch and review the Agent's conduct, and grant appropriate relief pursuant to § 62-8-116 and as provided in § 62-8-117 to restore the value of the principal's property to what it would have been had the violation(s) not occurred;
- 4) For an Order removing Sterling Raymond Mensch, III as Personal Representative of the Estate of Florence Petrak Mensch;

- 5) For an Order appointing Shauna M. Waddell as Personal Representative of the Estate of Florence Petrak Mensch;
- 6) That the Court order assets previously held by Sterling Raymond Mensch, III, as Personal Representative of the Estate of Florence Petrak Mensch be transferred to Shauna M. Waddell as Personal Representative of the Estate of Florence Petrak Mensch;
- 7) A judgment for damages, including all actual, consequential and punitive damages;
- 8) The costs of this action;
- 9) Reasonable attorney's fees; and
- 9) For such other and further relief as the Court deems just and proper.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

**BROWN, MASSEY, EVANS,
MCLEOD & HAYNSWORTH, LLC**



Tyler E. McLeod (S.C. Bar # 101309)

R. David Massey (S.C. Bar #3681)

106 Williams St.

Greenville, SC 29602

(864) - 271-7424

tmcleod@bmemhlaw.com

davidmassey@bmemhlaw.com

Attorneys for Petitioners,

Shauna M. Waddell and John R. Mensch

May 15, 2019

Exhibit A



2010033214 P/ATTY
9 PGS
Book:DE 2372 Page:3133-3141

May 18, 2010 01:53:27 PM
Rec:\$20.00 Cnty Tax:\$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, FLORENCE P. MENSCH, a legal resident of the County of Greenville, State of South Carolina, hereby revoke any and all other powers of attorney heretofore made by me, and by these presents do make, constitute and appoint my son, STERLING R. MENSCH, III, as my true and lawful attorney in fact to set in, manage, and conduct all my estate and all my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds, and things, all of which shall be done in a fiduciary capacity:

(1) To buy, receive, lease, accept or otherwise acquire, sell, give, convey, transfer, mortgage, hypothecate, pledge, borrow, quitclaim, or otherwise encumber or dispose of, or to contract or agree for the acquisition, disposal, or encumbrance of any property, real, personal, tangible or intangible, upon such terms, considerations and conditions as my said attorney in fact shall think proper;

(2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my property or any interest therein; to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof;

(3) To make, do, and transact all and every kind of business of whatever nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, social security payments, veteran's administration benefits, demands, debts, taxes and obligations, or any rebate, refund or discount thereon, which may now or hereafter be due, owing or payable by me or to me, and to make disclaimers on my behalf for any inheritance or any other reason;

(4) To make, endorse, negotiate, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, contracts of sale, assignments, agreements, certificates, hypothecations, checks, notes, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient or proper in the premises;

(5) To deposit and withdraw for the purposes hereof, in either my said attorney's name, or my name or jointly in both names, or in my name jointly with another person, in or from any banking or savings institution, money market fund or other investment, any funds, negotiable papers, or moneys which may come into my said attorney's hands as such attorney in fact, or which I now or hereafter may have on deposit, or be entitled to;

(6) To institute, prosecute, protest, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, claims for refund, assessment notices or tax deficiencies, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;

(7) To act as my attorney in fact or proxy in respect to any stocks, shares, bonds, warrants, rights, or other investments, rights, or interests, that I may now or hereafter hold;

(8) To receive, endorse, and collect checks payable to the order of the undersigned drawn on any firm, person, corporation, limited liability company, partnership, or association, or on the treasurer or other fiscal officer of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof;

(9) To make, verify and file federal, state and/or other tax returns of all kinds, claims for refund, requests for extensions of time, make petitions to the tax court or other courts regarding tax matters and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney as needed for federal and state tax purposes, closing agreements of all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority, including receipt of confidential information, and to cause me to be represented in any and all such proceedings;

(10) To transfer any of my assets to my children and my lineal descendants by gift, including to any such person serving as attorney in fact, or to any trust funds of which said persons are beneficiaries, revocable or irrevocable, funded or unfunded; provided, however, that my attorney in fact shall not be authorized to make any gift which incurs federal or state gift tax or to make any gift to one person in any calendar year which exceeds the amount of the federal annual gift tax exclusion under Section 2503(b) of the Internal Revenue Code, as then in effect at the time of the gift;

(11) Subject to the limitations set forth in Paragraph (10) above, to establish trust funds, revocable or irrevocable, funded or unfunded, for the benefit of me, my children and my lineal descendants, and to transfer any of my assets to such trusts;

(12) To have access at any time or times to any safe deposit box rented by me or jointly with another, wherever located, to inventory same, and to remove anything from said safe deposit box, including, but not limited to, my original durable power of attorney; and any institution in which any such safe deposit box may be located is not required to make any inquiry, and shall not incur any liability to me or my estate as a result of permitting my attorney in fact to exercise this power. This power is exercisable without: (a) any contact with or notice to me and/or any interested persons to my estate; (b) any prior court order or authorization; (c) any knowledge of or any prior determination as to my mental or physical capacity or incapacity; (d) any knowledge as to my whereabouts regardless of whether my whereabouts are known or unknown; or (e) any inquiry;

(13) To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death upon my estate; and

(14) To exercise or perform any act, power, duty, right, or obligation whatsoever that I, as principal, now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real, personal, tangible or intangible, or matter whatsoever.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my said attorney in fact.

No person who may act in reliance upon the representations of my attorney in fact for the scope of authority granted to the attorney in fact shall incur any liability as to me or to my estate as a result of permitting the attorney in fact to exercise this authority, nor is any such person who deals with my attorney in fact responsible to determine or ensure the proper application of funds or property.

This power of attorney shall remain in full force and effect until I have revoked it by written instrument. This power of attorney may be amended by me at any time and from time to time by written instrument. Any person named herein as attorney in fact may be removed by written instrument executed by me. If this power of attorney has been recorded in the public records of the County aforesaid, then any revocation, amendment, or removal shall also be recorded in the public records of the County aforesaid. All references to attorney in fact shall include the plural as well as the singular, and the feminine, masculine and neuter genders.

Notwithstanding any provisions herein to the contrary, my attorney in fact shall not satisfy the legal obligations of the attorney in fact out of any property subject to this power of attorney. Except to the extent this power of attorney specifically authorizes gifts to my attorney in fact, my attorney in fact may not exercise this power in favor of the attorney, the attorney's estate, the attorney's creditors, or the creditors of the attorney's estate.

Notwithstanding any provision herein to the contrary, my attorney in fact shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of my attorney in fact, and (b) any trust created by my attorney in fact as to which I am a trustee.

Notwithstanding any provision herein to the contrary, this power of attorney shall not revoke, or be deemed to revoke, any health care powers of attorney heretofore made by me.

By this power of attorney I am giving and granting unto my said attorney in fact full power and authority to do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specifically enumerated powers herein being in aid and exemplification of the full, complete and general powers herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney in fact shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney in fact shall be binding on myself, my heirs, my legal and personal representatives, and assigns, whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney in fact.

This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his own estate. It is my intention that the power and authority conferred herein upon my attorney in fact shall be exercisable notwithstanding my physical disability or mental incompetence. All acts done by my attorney in fact pursuant to this power during any period of disability or mental incompetence shall have the same effect and inure to the

benefit of and bind me, and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled.

It is my express intention that after the onset of mental disability my attorney in fact shall not be required to file any inventory or accounting with the Probate Court, but my attorney in fact shall keep accurate books and records in order to account to me or my heirs or personal representatives. I direct that no surety bond or other security shall be required to be posted in any jurisdiction by my attorney in fact or any successor before or after my mental disability.

In the event of the resignation, death, removal, or inability to act of the original attorney in fact named herein, then I hereby make, constitute and appoint my daughter, SHAUNA M. WADDELL, as my successor attorney in fact. In the event of the resignation, death, removal, or inability to act of SHAUNA M. WADDELL, then I hereby make, constitute and appoint my son, JOHN R. MENSCH, as my successor attorney in fact. Any attorney in fact at any time serving hereunder may resign at any time by written notice to me. Unless otherwise provided for herein, in the event of my mental incompetence any attorney in fact resigning hereunder may appoint a successor attorney in fact. Any successor attorney in fact shall be vested with all the duties, rights, titles and powers, whether discretionary or otherwise conferred herein, as if originally named as attorney in fact. No successor attorney in fact shall be liable or responsible in any way for any acts or defaults of any predecessor attorney in fact, but such successor attorney in fact shall be liable only for his or her own acts and defaults with respect to property actually received by him or her as such attorney in fact. The successor attorney in fact may accept the accounting rendered

and the assets and property delivered to him or her by the predecessor attorney in fact as a full and complete discharge of the predecessor attorney in fact, and shall incur no liability or responsibility by reason thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 day of May, 2000, and I direct that photographic copies of this Durable Power of Attorney can be made which shall have the same force and effect as an original.

FPM Florence P. Mensch
FLORENCE P. MENSCH

SIGNED, SEALED, PUBLISHED and DECLARED by the above-named FLORENCE P. MENSCH as and for her Durable Power of Attorney, in the sight and presence of us, who, at her request, and in her sight and presence, and in the sight and presence of each other, have hereunto signed our names as attesting witnesses.

Sandra K. Steumaker of 105 Yorktown Ct
Simpsonville, SC
Jan. M. Mery of 510 Round Pond Rd
Greenville SC

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that
() he saw the within named FLORENCE P. MENSCH sign, seal and as her act and deed,
deliver the within written Durable Power of Attorney, and that () he with the other witness
subscribed above witnessed the execution thereof.

Janet A. Merly
Witness

SWORN to before me this 17th
day of May, 20 10.

Sandra K. Sheumaker
Notary Public for South Carolina
My Commission Expires: 8/16/2010

FILED FOR RECORD IN GREENVILLE COUNTY, SC RD
2010033214 Book: DE 2372 Page: 3133-3141
May 18, 2010 01:53:27 PM

Timothy J. Henney

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE PROBATE COURT
C.A. No.: 2018-ES-23-02854

IN THE MATTER OF:
Estate of Florence Petrak Mensch)

John R. Mensch and Shauna M. Waddell)

Petitioners,)

-vs-)

Sterling Raymond Mensch, III, Individually)
As Personal Representative of the Estate of)
Florence Petrak Mensch and in the former)
Capacity as Agent under a Power of)
Attorney for Florence Petrak Mensch)

Respondent.)

FILED

JUN 24 2019

**GREENVILLE COUNTY
PROBATE COURT**

ANSWER

The Respondent, answering the Petition of the Petitioners, would respectfully show unto
this Court:

AS TO PARTIES AND JURISDICTION AND GENERAL ALLEGATIONS

1. Each allegation of the Petition not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.
2. The allegations of paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 of the Petition are admitted.
3. The Respondent lacks sufficient information or knowledge with which to form a belief to the allegations of Paragraph 9 of the Petition and therefore denies same and demands strict proof thereof.
4. The allegations of paragraphs 10, 11, 12 and 13 of the Petition are admitted.
5. The allegations of paragraph 14, 15 and 16 of the Petition, are specifically denied and strict proof demanded thereof.

5. As to the allegations of paragraph 17 of the Petition, the Respondent would admit that he and his sister attempted to meet at various occasion. The remaining allegations of Paragraph 17 of the Petition are strictly denied strict proof demanded thereof.

6. As to the allegations of paragraph 18 of the Petition, the Respondent would specifically deny and demand strict proof of the allegations regarding his mother's tax returns and those relating to his indicating that he was , "... dropping everything off at the attorney's office so that the attorney could administer the estate.". Respondent lacks sufficient information or knowledge with which to form a belief as to the remaining allegations of Paragraph 18 of the Petition and therefore denies same and demands strict proof thereof.

7. The allegations of paragraph 19, 20, 21 and 22 of the Petition, are specifically denied and strict proof demanded thereof.

AS TO THE FIRST CAUSE OF ACTION
(FAILURE TO COMPLY WITH §62-8-114 SOUTH CAROLINA POWER OF
ATTORNEY ACT)

8. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

9. Each allegation of the First Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

10. The allegations of paragraph 23 of the Petition require no response.

11. As to the allegations of paragraph 24 of the Petition, the Respondent would admit only that the Petitioners are Successors in Interest to the Decedent's Estate as named Beneficiaries in Decedent's will. Respondent lacks sufficient information or knowledge with which to form a belief as to the remaining allegations of Paragraph 24 of the Petition and therefore denies same and demands strict proof thereof.

12. The allegations of paragraphs 25 and 26 of the Petition are admitted.

13. As to the allegations of paragraph 27 of the Petition, the Respondent would admit that he has not provided all information requested, but denies that he failed to comply or respond with a reason why he needed more time. The remaining allegations of paragraph 27 of the Petition are specifically denied and strict proof demanded thereof.

14. As to the allegations of paragraph 28 of the Petition, the Respondent recognizes the Petitioners right to an accounting and fully intends to provide same.

AS TO THE SECOND CAUSE OF ACTION
(ACCOUNTING)

15. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

16. Each allegation of the Second Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

17. The allegations of paragraph 29 of the Petition require no response.

18. The allegations of paragraphs 30 and 31 of the Petition are admitted.

19. As to the allegations of paragraphs 32, 33 and 34 of the Petition the Respondent admits that he has not provided all information requested by Petitioners and fully intends to provide a full and complete accounting of his activities.

AS TO THE THIRD CAUSE OF ACTION
(REMOVAL OF PERSONAL REPRESENTATIVE)

FOR A FIRST DEFENSE

20. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

21. Each allegation of the Third Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

22. The allegations of paragraph 35 of the Petition require no response.

23. The allegations of paragraphs 36 and 37 of the Petition are specifically denied and strict proof demanded thereof.

24. The allegations of paragraphs 38 and 39 of the Petition are admitted.

25. The allegations of paragraphs 40 and 41 of the Petition are specifically denied and strict proof demanded thereof.

26. As to the allegations of paragraph 42 of the Petition, the Respondent would specifically deny and demand strict proof of the allegations regarding his mother's tax returns and those relating to his indicating that he was , "... dropping everything off at the attorney's office so that the attorney could administer the estate.". Respondent lacks sufficient information or knowledge with which to form a belief as to the remaining allegations of Paragraph 42 of the Petition and therefore denies same and demands strict proof thereof.

27. The allegations of paragraph 43 of the Petition are admitted.

28. Respondent lacks sufficient information or knowledge with which to form a belief as to the allegations of Paragraph 44 of the Petition and therefore denies same and demands strict proof thereof.

29. The allegations of paragraph 45, 46, 47 and 48 of the Petition, are specifically denied and strict proof demanded thereof.

FOR A SECOND DEFENSE
(Rule 12(b)(6) - Failure to State a Cause of Action)

30. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

31. The Third Cause of Action of the Petition does not contain allegations sufficient to state a cause of action against the Respondent and should be dismissed under Rule 12(b)(6), *South Carolina Rules of Civil Procedure*.

AS TO THE FOURTH CAUSE OF ACTION
(APPOINTMENT OF PERSONAL REPRESENTATIVE)

FOR A FIRST DEFENSE

32. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.
33. Each allegation of the Fourth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.
34. The allegations of paragraph 49 of the Petition require no response.
35. The allegations of paragraph 50 of the Petition are admitted.
36. The allegations of paragraphs 51 of the Petition are specifically denied and strict proof demanded thereof.

FOR A SECOND DEFENSE
(Rule 12(b)(6) - Failure to State a Cause of Action)

37. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.
38. The Fourth Cause of Action of Petition does not contain allegations sufficient to state a cause of action against the Respondent and should be dismissed under Rule 12(b)(6), *South Carolina Rules of Civil Procedure*.

AS TO THE FIFTH CAUSE OF ACTION
(PETITION TO REVIEW AGENTS CONDUCT UNDER POWER OF ATTORNEY AND
GRANT APPROPRIATE RELIEF PURSUANT TO §62-8-116 AND §62-8-117 OF THE
SOUTH CAROLINA POWER OF ATTORNEY ACT)

FOR A FIRST DEFENSE

39. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

40. Each allegation of the Fifth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

41. The allegations of paragraphs 55, 56, 57 and 58 of the Petition are specifically denied and strict proof demanded thereof.

FOR A SECOND DEFENSE
(Rule 12(b)(6) - Failure to State a Cause of Action)

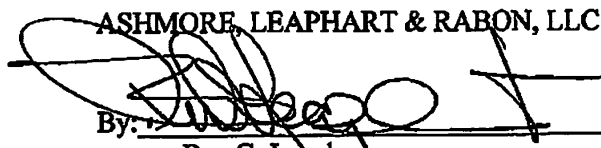
#6 15. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

16. The Fifth Cause of Action of Petition does not contain allegations sufficient to state a cause of action against the Respondent and should be dismissed under Rule 12(b)(6), *South Carolina Rules of Civil Procedure*.

WHEREFORE, having fully answered the Petition, the Respondent prays that the Petition be dismissed with prejudice, with costs assessed against the Petitioners and for such other and further relief as to the Court may seem just, equitable and proper.

Respectfully Submitted,

ASHMORE, LEAPHART & RABON, LLC

By: 

Ben G. Leaphart
(SC Bar#3231)

Attorneys for Respondent

P. O. Box 10766

601 E. McBee Avenue, Suite 200

Greenville, SC 29603

(864) 271-2594

E-Mail: bleaphart@alrlaw.net

Greenville, South Carolina
June 14, 2019

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF:
Estate of Florence Petrak Mensch

Shauna M. Waddell, individually and as
Personal Representative of the Estate of
Florence Petrak Mensch and John R.
Mensch,

Petitioners,

vs.

Sterling Raymond Mensch III, individually,
as former Personal Representative of the
Estate of Florence Petrak Mensch and in
his former capacity as Agent under Power
of Attorney for Florence Petrak Mensch,

Respondent.

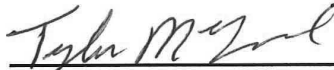
IN THE PROBATE COURT
THIRTEENTH JUDICIAL CIRCUIT
CASE NO. 2018ES2302854

**FIRST AMENDED
SUMMONS**

TO THE RESPONDENT ABOVE NAMED,

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Petition in the above entitled action, a copy of which is hereby served upon you (and which has been filed in the Office of the Probate Court), and to serve a copy of your Answer upon the subscriber at their office located at 106 Williams Street, Greenville, South Carolina, 29601, within thirty (30) days after the date of such service, exclusive of the day of service; and, if you fail to answer the said Petition within such time, the Petitioner will apply to the Court for the relief demanded in the Petition.

**BROWN, MASSEY, EVANS,
MCLEOD & HAYNSWORTH, LLC**



Tyler E. McLeod (S.C. Bar # 101309)

R. David Massey (S.C. Bar #3681)

106 Williams St.

Greenville, SC 29602

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Attorneys for Petitioners,

Shauna M. Waddell and John R. Mensch

May 12, 2020

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF:

Estate of Florence Petrak Mensch

Shauna M. Waddell, individually and as
Personal Representative of the Estate of
Florence Petrak Mensch and John R.
Mensch,

Petitioners,

vs.

Sterling Raymond Mensch III, individually,
as former Personal Representative of the
Estate of Florence Petrak Mensch and in
his former capacity as Agent under Power
of Attorney for Florence Petrak Mensch,

Respondent.

IN THE PROBATE COURT
THIRTEENTH JUDICIAL CIRCUIT
CASE NO. 2018ES2302854

**FIRST AMENDED
PETITION**

The Petitioners, John R. Mensch and Shauna M. Waddell, individually and as Personal Representative of the Estate of Florence Petrak Mensch, complaining of the above-named Respondent, Sterling R. Mensch III, individually, in his former capacity as Personal Representative of the Estate of Florence Petrak Mensch and in his former capacity as Agent under Power of Attorney for Florence Petrak Mensch, would respectfully show unto this Honorable Court as follows:

PARTIES AND JURISDICTION

1. Petitioner, John R. Mensch, is a citizen and resident of West Linn, Oregon.
2. Petitioner, Shauna M. Waddell, is a citizen and resident of Easley, South Carolina.
3. Respondent, Sterling R. Mensch III, individually, as former Personal Representative of the Estate of Florence Petrak Mensch and in his former capacity as Agent under a Power of Attorney for Florence Petrak Mensch, is a citizen and resident of Greer, South Carolina.
4. Florence Petrak Mensch died on April 26, 2018 in Greenville County, State of South Carolina ("Decedent").

5. Petitioners are adult descendants, successors in interest and named as beneficiaries in Decedent's Will, which is on file with the Court, and named as beneficiaries of certain non-probate assets owned by Decedent.
6. Respondent was appointed Personal Representative of the Estate of Florence Petrak Mensch by this Court on January 23, 2019.
7. Respondent was removed as Personal Representative of the Estate of Florence Petrak Mensch by Order of this Court on December 4, 2019.
8. Respondent, Sterling Raymond Mensch, III, was named as Agent under a Power of Attorney for Florence Mensch in that certain Durable Power of Attorney recorded in the Greenville County Register of Deeds Office on May 18, 2010 in Deed Book 2372 at Page 3133.
9. That this Court has personal jurisdiction over the parties hereto.
10. This Court has subject matter jurisdiction over the causes of action set forth herein.

GENERAL ALLEGATIONS

11. Sterling Raymond Mensch, III, John R. Mensch and Shauna M. Waddell are the biological children of Florence P. Mensch and named as equal beneficiaries in Florence P. Mensch's Will, which has been filed with the court.
12. Florence P. Mensch was not married at the time of her death.
13. Respondent, Sterling Raymond Mensch, III was named as Agent under a Power of Attorney for Florence P. Mensch in that certain Durable Power of Attorney recorded in the Greenville County Register of Deeds Office on May 18, 2010 in Deed Book 2372 at Page 3133.
14. After numerous requests by Petitioners for Respondent to communicate with Petitioners and provide information relating to the Decedent's assets, Respondent continued to ignore such requests and to withhold information from Petitioners.

15. Several months after Florence Mensch's death in 2018, when Respondent had failed to file the Application for Probate, Petitioner, Shauna Waddell, attempted to set up at least three meetings with Respondent to review the assets of the Estate and Respondent cancelled each time. At a fourth meeting scheduled by Shauna Waddell at the house owned by Florence Mensch which Respondent did and still does reside, Respondent attended the meeting but would not provide any of the requested records, and only vaguely described Florence Mensch's accounts without providing any specific information and failed to disclose the transfers he had made nor the fact that he had not filed tax returns for 2017 or 2018.
16. When asked by Shauna Waddell about the status of the Estate, Respondent indicated that he was waiting on his mother's income tax return to be prepared. A few months later, when asked again about the status of the Estate, Respondent indicated that he was dropping everything off at the attorney's office so that the attorney could administer the Estate. When Shauna Waddell called David Merline's office, which is the attorney that Respondent claimed to be using, David Merline told Shauna Waddell that he had not heard from Respondent. Subsequently, when Shauna Waddell asked Respondent about why David Merline had not heard from him, Respondent indicated that the secretary at Merline & Meachem's office must have lost the documents.
17. Pursuant to § 62-8-114 of the South Carolina Power of Attorney Act, Petitioners requested Respondent, Sterling Raymond Mensch III, to provide an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during his time serving as Agent under a Power of Attorney for Principal, and such provides that the Agent under the Power of Attorney must comply with the request within thirty (30) days from the date of the request which was made on March 22, 2019. Respondent, Sterling

Raymond Mensch, III, failed to comply, or respond with a reason why he needed more time to comply, and therefore has violated § 62-8-114 of the South Carolina Power of Attorney Act.

18. Subsequent to the filing of Petitioner's Petition, upon motion by Petitioners for partial summary judgment and to compel, the Court issued an Order on August 28, 2019, attached to this Petition as **Exhibit A**, which required Respondent to produce an accounting of all receipts, disbursements and transactions conducted on behalf of the principal from May 17, 2010 until Florence Petrak Mensch's death on April 26, 2018, along with supporting documentation for such, along with an accounting of all probate and non-probate assets.
19. At the hearing on August 21, 2019, Respondent's attorney brought a box of documents to the hearing which were given to the Respondent's attorney the day before the hearing. Such documents did not constitute a complete accounting of all receipts and transactions conducted by Respondent, nor did it satisfy the request for an accounting of the probate and non-probate assets of the Estate.
20. The Order dated August 28, 2019 warned Respondent that there would be severe consequences if he did not comply.
21. Respondent did not produce the information required after the August 28, 2019 Order was issued, and Petitioner's refiled its Motion for Partial Summary Judgment and Motion to Compel in accordance with the Order.
22. The Court issued an Order on December 4, 2019, attached to this Petition as **Exhibit B** which required Respondent to do the following:

- A. Provide a full accounting of the probate and non-probate assets of the Estate of Florence Mensch, along with all supporting documentation for such accounting, and subpoena any records which were not in Respondent's possession and control

within ten (10) days from entry and execution of the Order; to comply with § 62-8-114 and provide a full accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during Respondent's time as Agent under Power of Attorney for Florence Petrak Mensch within ten (10) days from entry and execution of the Order; and to comply with the Petitioners request for a non-probate property inventory in accordance with South Carolina Probate Code § 62-3-706 within ten (10) days from entry and execution of the Order.

B. Reimburse the Petitioners from Respondent's personal funds in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) within thirty (30) days of entry and execution of this Order.

C. Comply with the instructions set-forth in the Order dated August 28, 2019 and produce the records and accountings required therein within ten (10) days from entry and execution of the August 28, 2019 Order, which include, but not are not limited to: the items that Respondent failed to produce as outlined in the Affidavits of John Mensch and Shauna Waddell which were filed with the Court.

D. Respondent was to identify the name and identity of the account holder and institution for any financial accounts that received funds from any account formerly owned by Florence Petrak Mensch (regardless of whether or not such account was owned jointly with another person), or accounts now owned by the Estate of Florence Petrak Mensch, including any funds which were transferred before or after her death, via online transfer, withdrawal of cash or check written to such person or account. Such accounts specifically include, but are not limited to: the account

ending in 3259 and all accounts outlined in the Affidavits of John Mensch and Shauna Waddell which were filed with the Court. Respondent was ordered to identify any and all financial accounts in his name, or any other person or entity's name, which received funds from an account formerly owned by Florence Petrak Mensch, including but not limited to: the bank of America checking account ending in 7059 and the UBS retirement account ending in 1480 GE. Sterling Mensch was to provide the information outlined in this paragraph to Petitioners within five (5) days from entry and execution of this Order.

23. Respondent did not provide any information after the entry and execution of the December 4, 2019 Order, and therefore it follows that Respondent has still not accounted for, nor provided the necessary documentation required by the August 28, 2019 and December 4, 2019 Orders.

24. After over six months from the entry and execution of the December 4, 2019 Order, Respondent has not produced any further information and has continued to disregard the Court's Orders.

25. The December 4, 2019 Order removed Respondent as Personal Representative of the Estate of Florence Petrak Mensch.

26. The December 4, 2019 Order stated, "Due to the Respondent's willful failure to comply with the Order dated August 28, 2019, the clear risk of loss to the Estate of Florence Mensch and Respondent's violation of South Carolina Probate Code § 62-3-704 and § 62-3-706, Respondent Sterling Mensch is hereby removed as Personal Representative of the Estate of Florence Petrak Mensch."

27. The December 4, 2019 Order appointed Shauna Waddell as Personal Representative of the Estate of Florence Petrak Mensch.

28. Respondent's counsel filed a Motion to be relieved as counsel on February 11, 2020 which stated, "Sterling Raymond Mensch, III has been uncooperative, non communicative and nonresponsive to the undersigned's numerous requests for information to enable the undersigned to properly represent him. In particular, Sterling Raymond Mensch, III did not respond to numerous email requests for meetings necessary to properly prepare for the hearing held on November 20, 2019, and in fact failed to appear at such hearing. In addition the undersigned on December 9, 2019 emailed Mr. Mensch the order issued as a result of the hearing and to date the undersigned has had no response or other communication from Sterling Raymond Mensch, III."
29. After obtaining statements and other documentation from the various bank accounts owned by Florence Petrak Mensch, Petitioners discovered that Sterling Mensch had made hundreds of online transfers to himself and to his family which amounted to hundreds of thousands of dollars from Florence Mensch's accounts to his own accounts during his time as Power of Attorney for Florence Petrak Mensch.
30. Respondent withdrew a large amount of cash from Florence Mensch's bank account through various teller withdrawals.
31. Respondent transferred funds from the Bank of America checking account of Florence Petrak Mensch, account number ending in 7059 for online payments of the credit card bill for the Bank of America credit card owned by Sterling Mensch, to account ending in account number 7061.

32. The transfers made by Sterling Mensch were in violation of the South Carolina Power of Attorney Act, the Power of Attorney of Florence Petrak Mensch and other applicable statutory and common laws of South Carolina.
33. After further obtaining bank statements for accounts owned by Sterling Mensch, Petitioners discovered that Respondent, Sterling Mensch, had spent the money Respondent transferred from Florence Petrak Mensch to his Bank of America Checking Account ending in 3259 on extravagant dinners, events for his family, jewelry, extensive travel, furniture, wine and liquor and other expenditures for Respondent's own personal benefit.
34. Upon information and belief, Sterling Mensch added himself as a joint owner of Florence Mensch's Bank of America checking account ending in account number 7059.
35. In less than three and a half years, between December 23, 2014 and April 23, 2018, Sterling withdrew and/or transferred well over a million dollars from the IRA and investment accounts of Florence Mensch into her Bank of America checking account ending in 7059.
36. Florence Mensch's rent, meals and memory care expenses at managed care facilities for those three and a half years totaled only \$215,410.39 and, between December 23, 2014 and April 23, 2018 she received approximately \$116,254.55 in income from GE Pension and Social Security during that time.
37. On April 23, 2019, three days before Florence Petrak Mensch passed away while she was in hospice care and when it was obvious that she was very close to death, Respondent transferred \$259,000.00 from Florence Mensch's UBS retirement account, which would have passed to Florence Mensch's three children under her Will, to Florence Mensch's Bank of America checking account ending in 7059. From the time of Florence Mensch's death until February

18, 2019, Respondent proceeded to transfer these funds from Florence Mensch's Bank of America checking account to his checking account ending in 3259.

38. Prior to the Court removing Respondent as Personal Representative of the Estate, Respondent listed Florence Petrak Mensch's UBS Retirement Account on the Probate Inventory with a value of \$409,652.44, which is what it would have been had Respondent not transferred \$259,000.00 from the UBS retirement account to Florence Petrak Mensch's checking account three days before Florence Mensch's death, which Sterling Mensch had made himself a joint owner of.

39. The transfers made by Respondent from the retirement accounts of Florence Mensch created unnecessary tax liability for Florence Petrak Mensch and her Estate.

40. Respondent failed to file tax returns for Florence Mensch for years 2017 and 2018, and the taxes which were due have now accrued failure to file penalties, failure to pay penalties and other penalties and interest which continue to accrue to Florence Mensch's Estate.

41. After Florence Petrak Mensch's death, Respondent failed to notify the Company paying Florence Mensch's pension that she had passed away, and Respondent continued to remove funds from Florence Petrak Mensch's checking account which included the pension funds. By the time Sterling Mensch was replaced as Personal Representative by Shauna Waddell, the balance in Florence Mensch's checking account was less than the Pension payments her account received after her death.

42. Respondent has subjected the Estate to potential liability for the pension funds due to Respondent not reporting Florence Mensch's death to the Company and taking the pension funds out of Florence Mensch's account for his own personal use.

43. While Respondent was Power of Attorney for Florence Mensch, he kept a large proportion of her assets in GE Stock, which lost a substantial amount of value, and even as it continued to decline he neglected to seek financial advice or to sell the stock, despite being advised that he should sell such by Shauna Waddell.
44. While Sterling Mensch was Agent under Power of Attorney for Florence Mensch, Ms. Mensch had to pay penalties and interest to South Carolina Department of Revenue and the IRS for five years in a row: 2012, 2013, 2014, 2015 and 2016.
45. During Respondent's time as Agent under the Power of Attorney for Decedent, Decedent had several liens filed against her for failure to pay homeowners association dues and failure to pay income taxes. A Lis Pendens and Complaint was filed by the homeowner's association against Decedent in the Greenville County Court of Common Pleas for failure to pay homeowners association dues, and only after such was filed did Respondent pay the homeowners association dues.
46. Respondent also failed to recover over 18 parcels of unclaimed property in Decedent's name in the amount of \$38,208.00 even after being informed of such by Petitioner, Shauna M. Waddell, on multiple occasions.
47. Upon an accounting of the assets of the Estate, along with an accounting of the receipts and disbursements by Respondent during his time as Agent under the Power of Attorney for Florence Petrak Mensch, such accounting will show that assets were misappropriated by Respondent in violation of the South Carolina Power of Attorney Act and other applicable South Carolina laws.
48. Respondent has continued to transfer large amounts of funds from his financial accounts in an effort to make himself judgment proof.

**FOR A FIRST CAUSE OF ACTION
(FAILURE TO COMPLY WITH § 62-8-114 OF THE SOUTH CAROLINA POWER OF
ATTORNEY ACT)**

49. That all allegations set forth herein which are not inconsistent herewith are hereby realleged as if fully set forth in this cause of action.

50. Petitioners are Successors in Interest to Decedent's Estate as named beneficiaries in Decedent's Will which has been filed with the Court and have been named as beneficiaries on certain non-probate assets.

51. Respondent, Sterling Raymond Mensch, III, was appointed Agent under the Power of Attorney for Florence R. Mensch in that certain Durable Power of Attorney recorded in the Greenville County Register of Deeds Office on May 18, 2010 in Deed Book 2372 at Page 3133, and such is attached hereto as Exhibit A.

52. Pursuant to § 62-8-114 of the South Carolina Power of Attorney Act, Petitioners requested Respondent, Sterling Raymond Mensch III, for an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during his time serving as Agent under a Power of Attorney for Principal, and such provides that the Agent under the Power of Attorney must comply with the request within thirty (30) days from the date of the request which was made on March 22, 2019.

53. Respondent, Sterling Raymond Mensch, III, failed to comply, or respond with a reason why he needed more time to comply, and therefore has violated § 62-8-114 of the South Carolina Power of Attorney Act. As previously stated herein, the Court has issued Orders attached hereto as Exhibit A and Exhibit B demanding that Petitioner comply with § 62-8-114 and provide an accounting of the assets of the Estate.

54. Respondent has willfully disregarded the Court's Orders and has not produced documentation nor responses of any kind after the December 4, 2019 Order was issued.

55. Petitioners request the Court issue further Orders and Rules to Show Cause demanding Sterling Raymond Mensch, III to comply with the statute and to provide an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during Sterling Raymond Mensch, III's time serving as Agent under the Power of Attorney since May 17, 2010.

56. As a direct and proximate result of Respondent's failure to comply with § 62-8-114 of the South Carolina Power of Attorney Act and with the Court's Orders, the Estate of Florence Mensch has suffered damages, including but not limited to: actual, consequential, incidental and punitive damages.

57. Petitioners are therefore entitled to recover damages for Respondent's failure to comply with § 62-8-114 of the South Carolina Power of Attorney Act and subsequently with the Court's Orders in an amount to be determined by the Court.

**FOR A SECOND CAUSE OF ACTION
(ACCOUNTING)**

58. All allegations set forth herein which are not inconsistent herewith are hereby realleged as if fully set forth in this cause of action.

59. Decedent's Will explicitly states in Item 12 on Page 9 and 10:

"My Personal Representative and Trustee shall keep all records and books of account and shall prepare inventories and accountings which must be filed with the Probate Court, and shall give the beneficiaries a statement of their receipts and disbursements and investments at least annually."

60. Decedent's Will further states in Item 12 on Page 10:

“At all reasonable times my Personal Representative and Trustee shall make all records, books of account, inventories and related papers and documents available for inspection by the beneficiaries hereunder or their authorized representatives.”

61. Despite several demands by Petitioners, and several Orders issued by the Court, Respondent has failed to provide or otherwise make available all records, books of account, inventories and related papers and documents.

62. In addition, Petitioners filed a demand for non-probate property inventory with the Probate Court and Respondent has not provided such as of the filing of this Petition.

63. Petitioners are entitled to seek an accounting by Sterling Mensch of all receipts and expenditures made to or from funds or accounts of Florence Mensch or the Estate of Florence Mensch and for all other personal property of Florence Mensch used or possessed by Sterling Mensch for the entire period during which Sterling Mensch held power of attorney for Florence Mensch and of all of the probate and non-probate assets of the Estate, and Petitioners request an Order from the Court demanding that Respondent produce an accounting disclosing all transactions conducted by him in his capacity as former Agent under Power of Attorney for Florence Mensch and as former Personal Representative of her Estate.

**FOR A THIRD CAUSE OF ACTION
(PETITION TO REVIEW AGENT’S CONDUCT UNDER POWER OF ATTORNEY
AND GRANT APPROPRIATE RELIEF PURSUANT TO § 62-8-116 AND § 62-8-117 OF
THE SOUTH CAROLINA POWER OF ATTORNEY ACT)**

64. That all allegations of this Petition are reaffirmed as fully as if repeated herein.

65. Petitioners, as beneficiaries named in Decedent’s Will, request the Court to construe the Power of Attorney and review Respondent, Sterling Raymond Mensch’s conduct during his time as Agent under the Power of Attorney for Decedent.

66. Decedent had several liens filed against her for failure to pay homeowners association dues and income taxes during Respondent's time as Agent under a Power of Attorney for Decedent. A Lis Pendens and Complaint was filed by the homeowner's association against Decedent in the Greenville County Court of Common Pleas for failure to pay homeowners association dues, and only after such was filed did Respondent pay the homeowners association dues.

67. Decedent's Estate is valued substantially lower than Petitioners expected, and upon an accounting of the receipt and disbursements, such accounting will prove large amounts of assets were misappropriated by Respondent in violation of the South Carolina Power of Attorney Act and Florence Mensch's Power of Attorney.

68. Upon review of the bank statements of Florence Petrak Mensch, Respondent made a large amount of online transfers and teller withdrawals during his time serving as Agent under Power of Attorney for Florence Mensch.

69. Respondent failed to file tax returns for Florence Mensch for 2017 and 2018 which have caused, and will continue to cause, large amounts of penalties and interest to be owed by her Estate.

70. Petitioners request the Court order Sterling Raymond Mensch, III, to restore the value of the Principal's property to what it would have been had the violation(s) not occurred pursuant to § 62-8-117 of the South Carolina Probate Code, including any interest and appreciation that should have accrued from the time of the violation.

**FOR A FOURTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)**

71. That all allegations set forth herein not inconsistent herewith are hereby realleged

as if fully set forth in this cause of action.

72. Respondent owed fiduciary duties including a duty of care and duty of loyalty to Florence Mensch and the successors in interest to her Estate by virtue of his capacity as Agent under power of attorney for Florence Mensch.

73. Respondent breached these fiduciary duties by:

A. Making numerous transfers from Florence Mensch's account(s) to his own bank accounts for Respondent's personal gain;

B. Failing to keep an adequate record of all receipts, disbursements and transactions made on behalf of Florence Petrak Mensch;

C. Failing to act only within the scope of authority granted in the power of attorney;

D. Failing to act loyally for the Principal's benefit;

E. Failing to attempt to preserve Principal's estate plan;

F. Failing to file tax returns for Florence Mensch causing her to incur substantial penalties and interest which continue to accrue to her Estate;

G. Failing to invest Florence Mensch's assets in a prudent manner;

74. In addition to the duties owed to Florence Mensch and to the successors in interest to her Estate during her life, Respondent, as Personal Representative of the Estate owed fiduciary duties including duty of care and duty of loyalty to the Petitioners as beneficiaries of Florence Mensch's Estate.

75. Respondent ignored requests by Petitioners for an accounting of receipts and disbursements during his time as Power of Attorney despite the requirement to provide such under § 62-8-114 of the South Carolina Power of Attorney Act.

76. As Personal Representative of the Estate of Florence Petrak Mensch, Respondent has a fiduciary duty to the beneficiaries of the Estate and has breached that duty by failing to comply with the requests for an accounting of receipts and disbursements made by him as Agent under the Power of Attorney in accordance with § 62-8-114 of the South Carolina Power of Attorney Act.

77. Decedent's Will explicitly states in Item 12 on Page 9 and 10:

"My Personal Representative and Trustee shall keep all records and books of account and shall prepare inventories and accountings which must be filed with the Probate Court, and shall give the beneficiaries a statement of their receipts and disbursements and investments at least annually."

78. Decedent's Will further states in Item 12 on Page 10:

"At all reasonable times my Personal Representative and Trustee shall make all records, books of account, inventories and related papers and documents available for inspection by the beneficiaries hereunder or their authorized representatives."

79. Despite numerous requests by Petitioners for Respondent to communicate with Petitioners and provide information relating to the Decedent's assets, Respondent continued to ignore such requests and to withhold information from Petitioners, and has still not provided the accounting or documentation that the Court demanded him provide in the August 28, 2019 and December 4, 2019 Orders.

80. When asked by Shauna Waddell about the status of the Estate, Respondent indicated that he was waiting on his mother's income tax return to be prepared. A few months later, when asked again about the status of the Estate, Respondent indicated that he was dropping everything off at the attorney's office so that the attorney could administer the Estate. When

Shauna Waddell called David Merline's office, which is the attorney that Respondent claimed to be using. David Merline told Shauna Waddell that he had not heard from Respondent. Subsequently, when Shauna Waddell asked Respondent about why David Merline had not heard from him, Respondent indicated that the secretary at Merline & Meachem's office must have lost the documents.

81. During the time Respondent was refusing to provide information and refusing to move forward with probating the Estate, he transferred a large amount of the funds he had taken from Florence Mensch's accounts to his own accounts and engaging in excessive spending as shown by his financial accounts and as will be further shown by an accounting of the transactions Respondent engaged in.

82. Upon an accounting of the assets of the Estate, and of the receipts and disbursements from the transactions conducted by Respondent during his time as Agent under the Power of Attorney for Florence Petrak Mensch, such accounting will prove that assets were misappropriated and/or used improperly by Respondent in violation of the South Carolina Power of Attorney Act and other applicable laws of South Carolina.

83. As Personal Representative of the Estate of Florence Petrak Mensch, Respondent has a fiduciary duty to the beneficiaries of the Estate and has breached that duty by failing to comply with the requests for an accounting of receipts and disbursements made by him as Agent under the Power of Attorney in accordance with § 62-8-114 of the South Carolina Power of Attorney Act, along with his failure to properly respond and make records available to the beneficiaries of the Estate, which continues as of the date of this Amended Petition despite the Orders from the Court demanding that Respondent provide the accounting and supporting documentation.

84. In addition, Respondent breached that duty by failing to inform Petitioners that he had not filed tax returns, that he had stolen money from the pension fund, that he had converted assets belonging to the Estate to his own and that he had spent most of the money he took for his and his families own personal benefit and enjoyment.

85. As a direct and proximate result of Respondent's breach of his fiduciary duties, the Estate of Florence Mensch has suffered damages, including but not limited to, actual, consequential and incidental damages associated with the Agent's breach. Petitioners are therefore entitled to recover damages for the Respondent's breach in an amount to be determined by the trier of fact.

**FOR A FIFTH CAUSE OF ACTION
(FRAUDULENT AND NEGLIGENT MISREPRESENTATION AND CONCEALMENT)**

86. That all allegations contained herein are re-alleged and incorporated herein by reference as if fully set forth herein.

87. After Respondent refused to move forward with administering the Estate, and after several months passed with no information from Respondent, Shauna Waddell began to inquire as to the status of the Estate and the assets of the Estate.

88. Shauna Waddell attempted to set up at least three meetings with Respondent to review the assets of the Estate and Respondent cancelled each time. At a fourth meeting scheduled by Shauna Waddell, Respondent showed up to the meeting, because such was at Florence Mensch's property which Respondent was occupying, but did not provide any of the requested records, only vaguely described the accounts without providing any specific information and failed to disclose that he had not filed tax returns for Florence Mensch nor that he had taken hundreds of thousands of dollars from Florence Mensch's accounts during his time as power of attorney for Florence Mensch.

89. When asked by Shauna Waddell about the status of the Estate, Respondent stated that he was waiting on his mother's income tax return to be prepared. A few months later, when asked again about the status of the Estate, Respondent indicated that he was dropping everything off at the attorney's office so that the attorney could administer the Estate. When Shauna Waddell called David Merline's office, which is the attorney that Respondent claimed to be using, David Merline told Shauna Waddell that he had not heard from Respondent. Subsequently, when Shauna Waddell asked Respondent about why David Merline had not heard from him, Respondent indicated that the secretary at Merline & Meachem's office must have lost the documents.

90. In contrast to the representation by Respondent that he was waiting on the 2018 tax return to be filed, Respondent in fact did not file a tax return for Florence Mensch in 2017 nor 2018 and had not retained David Merline to help with administration of the Estate.

91. Respondent intentionally made the false representation due to the fact that he had taken large amounts of money from Florence Mensch during the years that he served as Agent under Power of Attorney for Florence Mensch, and was attempting to delay any action or knowledge by Petitioners so that he could further transfer and spend the funds he had taken and was continuing to take from Florence Mensch and her Estate.

92. Prior to the Court removing Respondent as Personal Representative of the Estate, Respondent listed Florence Petrak Mensch's UBS Retirement Account on the Probate Inventory with a value of \$409,652.44, which is what it would have been had Respondent not transferred \$259,000.00 from Florence Mensch's UBS retirement account to Florence Mensch's checking account three days before Florence Mensch's death. Upon information and belief, Sterling Mensch had previously made himself a joint owner of such checking account which was also never disclosed to Petitioners. Such was a misrepresentation to Petitioners as beneficiaries of the Estate,

and also a misrepresentation to the Court in the notarized Probate Inventory he submitted to the Court.

93. Respondent's failure to produce an accounting to Petitioners, even after two Orders were issued from the Court demanding that he do so, and his failure to disclose the fact that he had taken large amounts of money from Florence Mensch and not filed tax returns, constitute fraudulent concealment as he had a duty to speak due to the Court's Orders and due to his position as Personal Representative of the Estate of Florence Mensch.

94. Respondent owed a duty of care to communicate truthfully with Shauna Waddell and John Mensch as equal beneficiaries under Florence Mensch's Will and successors in interest to the Estate of Florence Mensch.

95. Respondent continuously breached his duty by failing to exercise due care in communicating and providing information to Petitioners.

96. Petitioners justifiably relied on the representations by Respondent.

97. Petitioners have suffered loss as a result of the misrepresentations by Respondent in an amount to be shown at the trial of this case.

98. Petitioners are entitled to all actual, consequential and incidental damages caused by Respondent's Fraudulent and Negligent Misrepresentations and Concealments. Respondent's actions were willful, wanton or in reckless disregard of Petitioners' rights and therefore Petitioners are entitled to punitive damages.

FOR A SIXTH CAUSE OF ACTION (CONVERSION)

99. That all allegations contained herein are re-alleged and incorporated herein by reference as if fully set forth herein.

100. Respondent used his capacity as Power of Attorney to exercise exclusive control and dominion over funds, financial accounts, and other property owned by Florence Mensch for Respondent's own benefit, including but not limited to, numerous teller cash withdrawals and online transfers from accounts owned by Florence Mensch to accounts owned by Respondent.

101. Respondent made hundreds of online transfers from accounts owned by Florence Mensch to himself and to his family during his time as Power of Attorney for Florence Petrak Mensch and during his time as Personal Representative of the Estate of Florence Mensch.

102. Respondent withdrew cash from Florence Mensch's accounts through numerous teller withdrawals.

103. Respondent used such funds transferred from Florence Mensch's accounts to his accounts to benefit Respondent in the form of extravagant purchases and expenditures for Respondent and his family.

104. On April 23, 2019, three days before Florence Petrak Mensch passed away, while she was in hospice care and when it was obvious that she was very close to death, Respondent transferred \$259,000.00 from Florence Mensch's UBS retirement account, which would have passed to Florence Mensch's three children under her Will, to her checking account ending in 7059. From the time of Florence Mensch's death until February 18, 2019, Respondent proceeded to transfer funds from the checking account ending in 7059 to his checking account ending in 3259.

105. In the event that Respondent added his name as a joint account holder to any accounts owned by Principal, such creation of a joint account was improper in breach of Respondent's fiduciary duties to Florence Mensch and the successors in interest to her Estate.

106. Pursuant to S.C. Code Ann. §62-6-201 and the common law of South Carolina,

any funds in a joint account of Sterling Mensch and Florence Mensch belonged to Florence Mensch because Florence Mensch contributed the funds to the joint account(s).

107. The Estate of Florence Mensch is the rightful and beneficial owner of the funds converted by Respondent.

108. Agent has refused to relinquish control over the property described above.

109. Agent has therefore converted property owned by Florence Mensch and her Estate.

110. The Estate of Florence Mensch is therefore entitled to an order for possession of the property described above; damages for Respondent's unlawful retention of the property; or, in the event the property may not be had, for an order directing payment of the value of the property improperly converted by Respondent.

FOR A SEVENTH CAUSE OF ACTION (NEGLIGENCE)

111. That all allegations contained herein are re-alleged and incorporated herein by reference as if fully set forth herein.

112. Respondent owed a fiduciary duty to Florence Mensch and her successor in interest as her Agent under Power of Attorney.

113. Respondent breached his duty by not diversifying her investments and leaving a large amount of Florence Mensch's assets in GE stock and failing to sell the stock despite significant decline in the stock. Respondent further breached this duty by failing to file tax returns for Florence Mensch for 2017 and 2018 despite taxes being due which in addition to the tax liability which was unnecessarily incurred has also caused large amounts of penalties and interest, including but not limited to: failure to file and failure to pay penalties.

114. Respondent made large amounts of transfers and liquidated Florence Mensch's interest in certain assets which would have gained in value if such transfers and liquidations had not occurred.

115. Respondent's negligence proximately caused damage to Florence Mensch, her Estate and her successors in interest.

116. Due to Respondent's negligence in not diversifying Florence Mensch's assets and not filing tax returns, among other facts listed in previous paragraphs of this Petition and to be further discovered in discovery for this matter, the Estate of Florence Mensch and Petitioners as her successors in interest have been damaged in an amount to be determined by the Court.

**FOR A EIGHTH CAUSE OF ACTION
(MOTION FOR EVICTION/EJECTMENT)**

117. That all allegations contained herein are re-alleged and incorporated herein by reference as if fully set forth herein.

118. In the Court's December 4, 2019 Order attached hereto as Exhibit B, the Court states, in pertinent part, "The Court will not issue as part of this Order for Sterling Mensch to vacate the Home located at 512 New Tarleton Way, Greer, SC 29650 (the "Home") because that issue is not properly before the Court and Respondent was not on notice of such request. However, the successor Personal Representative, Shauna M. Waddell, has certain statutory powers and authority under the Will and she may decide how she wishes to possess or control the Home. In addition, the Court cautions Respondent against removing any fixtures in the Home and against damaging the Home, or the surrounding Property, in any way. There will be severe consequences if the Respondent causes damage to the home, including sanctions and potentially being held in contempt until such damages is repaired by Respondent."

119. Petitioners request an Order from the Court requiring the Petitioner to vacate the Property located at 512 New Tarleton Way, Greer, SC 29650.

120. To the extent of any damage caused to the home, Petitioners request an Order from the Court requiring Respondent repair such damages.

**FOR A NINTH CAUSE OF ACTION
(UNJUST ENRICHEMENT/MONEY HAD AND RECEIVED)**

121. That all allegations contained herein are re-alleged and incorporated herein by reference as if fully set forth herein.

122. Respondent took funds, financial accounts, and other property owned by Florence Mensch and utilized said property for his own personal benefit in violation of the Power of Attorney Act and the Financial Power of Attorney.

123. Respondent has refused to return any of the funds and/or property he improperly converted for his own personal benefit.

124. As a result of Respondent's actions and conduct described herein, Respondent has received and appreciated benefits that would be inequitable for him to retain under the circumstances.

125. Respondent should be required to disgorge all moneys, profits and other gains that he has obtained at the expense of Florence Mensch and her Estate.

**FOR A TENTH CAUSE OF ACTION
(CONSTRUCTIVE TRUST)**

126. That all allegations contained herein are re-alleged and incorporated herein by reference as if fully set forth herein.

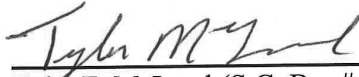
127. Petitioners request the Court to impose a Constructive Trust in favor of the Estate of Florence Mensch over all funds which were transferred, or withdrawn, by Sterling Mensch from Florence Mensch's accounts.

128. Petitioners request the Court to impose a Constructive Trust in favor of the Estate of Florence Mensch over all funds which were transferred by Sterling Mensch from Florence Mensch's UBS retirement account, or any other account owned by Florence Mensch, to the Bank of America Checking Account which Sterling Mensch made himself a joint owner of and over all funds which Sterling Mensch now has in his possession.

WHEREFORE, the Petitioners pray as follows:

- 1) For an Order compelling Respondent, Sterling Raymond Mensch, III, to provide an itemized accounting of all receipts and disbursements made as Agent under Power of Attorney to or from funds or accounts owned by Florence Petrak Mensch since May of 2010, as he is required to under § 62-8-114 of the South Carolina Power of Attorney Act;
- 2) For an Order compelling an accounting of all of the probate and non-probate assets of the Estate, and an order from the Court demanding that Respondent make all records, books of account, inventories and related papers and documents available for inspection by the Petitioners or their authorized representatives;
- 3) For the Court to construe the Power of Attorney of Florence Petrak Mensch and review the Agent's conduct, and grant appropriate relief pursuant to § 62-8-116 and as provided in § 62-8-117 to restore the value of the principal's property to what it would have been had the violation(s) not occurred;
- 4) Petitioners request the Court to impose a Constructive Trust in favor of the Estate of Florence Mensch over all funds which were transferred by Sterling Mensch from Florence Mensch's UBS retirement account, or any other account owned by Florence Mensch, to the Bank of America Checking Account which Sterling Mensch made himself a joint owner of and over all funds which Sterling Mensch now has in his possession;
- 5) A judgment for damages, including all actual, consequential and punitive damages;
- 6) Reasonable attorney's fees and costs of this action;
- 7) For such other and further relief as the Court deems just and proper.

**BROWN, MASSEY, EVANS,
MCLEOD & HAYNSWORTH, LLC**



Tyler E. McLeod (S.C. Bar # 101309)

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davidmassey@bmemhlaw.com

Attorneys for Petitioners,

Shauna M. Waddell and John R. Mensch

May 12, 2020

Exhibit A

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
IN THE MATTER OF THE ESTATE)
OF FLORENCE PETRAK MENSCH)
)
John R. Mensch and Shauna M. Waddell,)
)
)
Petitioners,)
)
vs.)
)
Sterling Raymond Mensch III, individually,)
as Personal Representative of the Estate of)
Florence Petrak Mensch and in his former)
capacity as Agent under a Power of)
Attorney for Florence Petrak Mensch,)
)
Respondent.)
_____)

IN THE PROBATE COURT
THIRTEENTH JUDICIAL CIRCUIT

C.A. No.: 2018-ES-2302854

FILED

AUG 28 2019

**GREENVILLE COUNTY
PROBATE COURT**

ORDER

This matter comes before the Court on August 2, 2019 upon Petitioners, John R. Mensch and Shauna M. Waddell, filing the following motions: (i) a Motion for partial Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure as to Petitioners' claims for failure to comply with § 62-8-114 of the South Carolina Probate Code, Accounting, Removal of Personal Representative, and Application for Appointment of Personal Representative; and (ii) a Motion to Compel requesting the Court to compel Respondent to comply with § 62-8-114 of the South Carolina Probate Code, which requires Respondent to provide an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during Respondent's time as Agent under Power of Attorney for Florence Petrak Mensch. Petitioners also requested an Order compelling Respondent to provide an accounting of the probate and non-probate assets of the Estate, and for Respondent to

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make all records, books of account, inventories and related papers and documents available for inspection by the beneficiaries or their authorized representatives pursuant to Decedent's original Will which is on file with the Court. In addition, Petitioners requested the Court to demand Respondent to produce a non-probate property inventory, based upon Petitioners having filed Form 327, which was filed with the Court and served on Respondent on March 18, 2019, and which Respondent had not provided to Petitioner as of the day of the hearing. A hearing was held on the pending motions on August 21, 2019. Present at the hearing were Tyler E. McLeod of Brown, Massey, Evans, McLeod & Haynsworth, LLC representing Petitioners and Shauna Waddell, and Ben Leaphart of Ashmore Leaphart & Rabon, LLC representing Respondent.

Based on the pleadings filed in this matter, the Court's file, affidavits filed with the Court and the arguments of Counsel, I find as follows:

I. Petitioner's Motion for partial Summary Judgment

As to Petitioners' claim for failure to comply with § 62-8-114 of the South Carolina Power of Attorney Act, Respondent produced a one-page spreadsheet showing some of the financial information one day prior to the hearing and produced records at the hearing which Respondent's Counsel represented to the Court may be all of the records. The Court makes no ruling as to the sufficiency or completeness of such spreadsheet or records. If anything is missing from the spreadsheet or the records, Respondent shall provide Petitioners with a complete accounting of all receipts, disbursements or transactions conducted on behalf of the principal from May 17, 2010 until Decedent's death on April 26, 2018, along with supporting documentation for such, within ten (10) days from entry and execution of this Order. If anything is missing from the records, Respondent shall be responsible for obtaining such records, including but not limited to, serving any subpoenas upon banks or other financial institutions to

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obtain such records, within ten (10) days from entry and execution of this Order. Due to the records being produced at the hearing on August 21, 2019, Petitioners did not have an opportunity to review such records prior to the hearing and therefore could not confirm whether the records were sufficient. If Petitioners determine that such accounting or supporting records are insufficient, or Respondent fails to produce the complete accounting and all records within ten (10) days from entry and execution of this Order, then Petitioners may refile their motion for summary judgment. Considering that Respondent produced certain records and in a light most favorable to the Respondent, the records may be sufficient; therefore, Petitioners' Motion for Summary Judgment with regard to Petitioners' claim for failure to comply with § 62-8-114 of the South Carolina Power of Attorney Act is **DENIED**, although Petitioner may refile a motion for summary judgment if Petitioner determines that Respondent has not produced the accounting showing all receipts and disbursements along with all supporting documentation, or has failed to subpoena any necessary records, within ten (10) days of entry and execution of this Order.

As to Petitioners' claims for an accounting and demand for non-probate property inventory, Respondent did not respond to Petitioners' request to make all the records, books of account, inventories and related papers and documents available to the beneficiaries as requested by Petitioners and as required by Decedent's Will. At 3:30 p.m. on the day before this hearing, Respondent provided to Petitioners a box of information along with a one-page spreadsheet summary showing some of the financial information. Petitioners contend that the summary was insufficient and was not a satisfactory response to their request for all records, books of account, inventories and related papers and documents. Due to the last minute delivery of the documents, Petitioners have had insufficient time to review the records. Respondent shall send Petitioners all records for the probate and non-probate assets within ten (10) days from entry of this Order.

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In addition, Respondent shall send Petitioners the non-probate property inventory within ten (10) days from entry of this Order. Respondent shall be responsible for requesting and issuing any subpoenas for all records, including but not limited to serving any subpoenas upon institutions to obtain such records, within ten (10) days from entry of this Order. If Respondent does not deliver all the records, books of account, inventories and related papers and documents in his possession, along with the non-probate property inventory, to Petitioners within ten (10) days from entry of this Order Respondent will be sanctioned and ordered to pay attorney's fees and costs of Petitioners, including the attorney's fees and costs to file a subsequent motion to enforce this Order. In the event that Respondent must order or subpoena financial records to comply with this Order, Respondent must order or subpoena such records within ten (10) days from entry and execution of this Order and provide a copy of the request or subpoena to Petitioners. Respondent must provide to Petitioners copies of any records received pursuant to a subpoena or request within ten (10) days from receipt of such records.

As to Petitioners' claim for removal of Sterling Mensch, III as Personal Representative, in reviewing this matter in a light most favorable to the nonmoving party and considering the guidance provided by our Supreme Court, in *Blackmon v. Weaver*, 366 S.C. 245, 164, 621 S.E.2d 42 (S.C., 2005) , "...The power to remove a personal representative should be executed with great caution, and not at all, unless it is made to appear to be necessary for the protection of the estate, to prevent loss or injury to it from misappropriation, maladministration or fraud." Citing *Smith v. Heyward*, 115 S.C. 145, 164, 105 S.E. 275, 282 (1920), the Court finds that there is not sufficient evidence at this time to support Respondent's removal as Personal Representative. However, the Court is concerned by the Respondent's irresponsiveness, and he is cautioned that he is walking on thin ice. For this reason, if Respondent continues to fail to perform his duties as

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Personal Representative of the Estate, or there appears to be a risk of loss to the Estate, the Court will reconsider this matter, or Petitioner, Shauna Waddell, may request review in a formal hearing related to her Application for Appointment as Personal Representative. Therefore, Petitioner's Motion for Summary Judgment as to removal of Personal Representative is **DENIED**, subject to the Court reserving the right to review this matter on its own or upon motion by Petitioners, and to remove the Personal Representative if he continues to fail to perform his duties as Personal Representative of the Estate or there appears to be a risk of loss to the Estate.

II. Petitioner's Motion to Compel

As to Petitioners' Motion to Compel the required documents under § 62-8-114 of the South Carolina Power of Attorney Act, the non-probate property inventory and all records, books of account, inventories and related papers and documents, Respondent produced one day prior to the hearing a one-page spreadsheet showing some of the financial information and produced records at the hearing which Respondent's Counsel represented to the Court may be all of the records, except for Bank of America account statements for the year 2016. The Court makes no ruling as to the sufficiency or completeness of such spreadsheet or the records. If anything is missing from the accounting or the records, Respondent shall provide Petitioners with a complete accounting of all receipts, disbursements or transactions conducted on behalf of the principal from May 17, 2010 until Decedent's death on April 26, 2018, along with supporting documentation for such, within ten (10) days from entry of this Order. Respondent shall also produce the non-probate property inventory and all records, books of account, inventories and related papers and documents as required by the Decedent's Will within ten (10) days from entry of this Order. If anything is missing from the records, Respondent shall be responsible for

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obtaining such records, including but not limited to serving any subpoenas upon institutions to obtain such records, within ten (10) days from entry of this Order. Due to the records being produced on the day of the hearing, Petitioners had no opportunity to review the records thoroughly and therefore could not confirm whether the records were sufficient. Respondent provided a spreadsheet listing some expenses of the Estate and records which may or may not be all of the records of the Estate, and the Court makes no finding as to accuracy or completeness of the records or any accounting. If Petitioners determine that records are deficient, or Petitioner determines that Respondent has not produced all records or documents within ten (10) days from entry of this Order, Petitioner can file an additional Motion to Compel requesting a more sufficient and complete production of records from Respondent. Respondent is ordered to produce all such records within ten (10) days of entry of this Order. In the event that Respondent must order or subpoena financial records to comply with this Order, Respondent must order or subpoena such records within ten (10) days from entry of this Order and provide a copy of the request or subpoena to Petitioners. Respondent must provide to Petitioners copies of any records received pursuant to a subpoena or request within ten (10) days from receipt of such records.

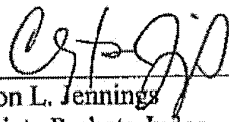
Due to the Respondent's failure to produce all records within the timeframe required by § 62-8-114 of the South Carolina Power of Attorney Act, failure to make all records available pursuant to the Will, and failure to respond to Petitioners' demand for non-probate property inventory, Respondent's share of this estate shall be reduced by \$1,500.00, representing a portion of the attorney's fees and costs incurred by Petitioners as a result of pursuing these motions.

If Respondent fails to comply with this Order, he will not enjoy any more leniency from the Court, and there may be severe consequences for Respondent, including imposition of

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sanctions, attorney's fees, and costs of Petitioners.

IT IS SO ORDERED.



Clayton L. Jennings
Associate Probate Judge
Greenville County Probate Court

August 28, 2019
Greenville, South Carolina

#7



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
IN THE MATTER OF THE ESTATE)
OF FLORENCE PETRAK MENSCH)
John R. Mensch and Shauna M. Waddell,)
Petitioners,)
vs.)
Sterling Raymond Mensch III, individually,)
as Personal Representative of the Estate of)
Florence Petrak Mensch and in his former)
capacity as Agent under a Power of)
Attorney for Florence Petrak Mensch,)
Respondent.)

IN THE PROBATE COURT
THIRTEENTH JUDICIAL CIRCUIT
C.A. No.: 2018-ES-2302854
FILED
DEC 04 2019
GREENVILLE COUNTY
PROBATE COURT
ORDER

This matter came before the Court on October 16, 2019 upon a Motion for Partial Summary Judgment and a Motion to Compel filed by Petitioners, John R. Mensch and Shauna M. Waddell. An Order dated August 28, 2019 was previously issued by this Court, following a hearing on August 21, 2019 on Petitioners previous Motions. Petitioners refiled the Motions in accordance with the Order dated August 28, 2019 due to Respondent's failure to comply with the Order and to produce all records and accountings required by such Order. A hearing was then held on November 20, 2019. Present at the hearing were Tyler E. McLeod of Brown, Massey, Evans, McLeod & Haynsworth, LLC representing Petitioners, Shauna Waddell and John Mensch; and Ben Leaphart of Ashmore Leaphart & Rabon, LLC representing Respondent.

Based on the pleadings filed in this matter, the Court's file, affidavits filed with the Court, the arguments of Counsel, and the Order dated August 28, 2019, I find as follows:

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1. I find that the Respondent has willfully failed to comply with the Court's Order dated August 28, 2019, which ordered Respondent to provide a full accounting of the probate and non-probate assets of the Estate of Florence Mensch, along with all supporting documentation for such accounting, and to subpoena any records which were not in Respondent's possession and control within ten (10) days from entry and execution of the Order; to comply with § 62-8-114 and provide a full accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during Respondent's time as Agent under Power of Attorney for Florence Petrak Mensch within ten (10) days from entry and execution of the Order; and to comply with the Petitioners request for a non-probate property inventory in accordance with South Carolina Probate Code § 62-3-706 within ten (10) days from entry and execution of the Order.

2. Due to Respondent's willful failure to comply with the Order dated August 28, 2019, the clear risk of loss to the Estate of Florence Mensch and Respondent's violation of South Carolina Probate Code § 62-3-704 and § 62-3-706, Respondent, Sterling Mensch, is hereby removed as Personal Representative of the Estate of Florence Petrak Mensch.

3. The Court appoints Shauna M. Waddell to serve as successor Personal Representative of the Estate of Florence Petrak Mensch because she is named as the first successor in the First Codicil to the Will of Florence Petrak Mensch, and she shall serve without bond.

4. Respondent, due to his failure to comply with the Order dated August 28, 2019, has caused the Petitioners to incur unnecessary attorney's fees and costs and therefore the Court orders that Respondent must reimburse the Petitioners from Respondent's personal funds in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) within thirty (30) days of entry and execution of this Order, in addition to the \$1,500.00 that Respondent paid as ordered by the court

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in the Order dated August 28, 2019. As an alternative to Petitioners seeking collection from Respondent, in the event that Respondent fails to make the payment within thirty days (30) from entry and execution of this Order, the Respondent's share of the Estate, if any, shall be reduced by Ten Thousand and 00/100 Dollars (\$10,000.00), along with interest which will begin to accrue after thirty days (30) from entry and execution of this Order on amounts unpaid by Respondent at the legal rate of interest. If a Court later determines that Respondent does not have an interest in the Estate, or if Respondent's share of the Estate is not sufficient to cover the full amount, Respondent shall still owe from his personal funds Ten Thousand and 00/100 Dollars (\$10,000.00), along with any interest that accrues on such amount, to Petitioners. The Petitioners may also seek further sanctions against Respondent if he fails to comply with this Order, including attorney's fees and costs incurred to enforce this Order and collect such amounts.

5. The Court Orders that any financial accounts formerly in the name of the Decedent, Florence Petrak Mensch, and financial accounts now owned by the Estate of Florence Petrak Mensch, shall be transferred into the name of Shauna M. Waddell, as Personal Representative of the Estate of Florence Petrak Mensch, including but not limited to: the Bank of America checking account ending in 7059 and the UBS retirement account ending in 1480 GE. The Personal Representative should not distribute funds unless authorized to do so by this Court.

6. The Court Orders that all assets of the Estate of Florence Petrak Mensch shall be transferred to Shauna Waddell, as Personal Representative of the Estate of Florence Mensch, and she shall have the right to take possession and control of all assets of the Estate of Florence Mensch.

7. The Court will not issue as part of this Order for Sterling Mensch to vacate the Home

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located at 512 New Tarleton Way, Greer, SC 29650 (the "Home") because that issue is not properly before the Court and Respondent was not on notice of such request. However, the successor Personal Representative, Shauna M. Waddell, has certain statutory powers and authority under the Will and she may decide how she wishes to possess or control the Home. In addition, the Court cautions Respondent against removing any fixtures in the Home and against damaging the Home, or the surrounding Property, in any way. There will be severe consequences if the Respondent causes damage to the Home, including sanctions and potentially being held in contempt, until such damage is repaired by Respondent.

8. The instructions set forth in the Order dated August 28, 2019 still apply, and Respondent must produce the records and accountings required therein within ten (10) days from entry and execution of this Order, which include, but are not limited to: the items that Respondent failed to produce as outlined in the Affidavits of John Mensch and Shauna Waddell which were filed with the Court.

9. In addition, I find that Respondent must identify the name and identity of the account holder and institution for any financial accounts that received funds from any account formerly owned by Florence Petrak Mensch (regardless of whether or not such account was owned jointly with another person), or accounts now owned by the Estate of Florence Petrak Mensch, including any funds which were transferred before or after her death, via online transfer, withdrawal of cash or check written to such person or account. Such accounts specifically include, but are not limited to: the account ending in 3259 and all accounts outlined in the Affidavits of John Mensch and Shauna Waddell which were filed with the Court. Sterling Mensch must identify any and all financial accounts in his name, or any other person or entity's name, which received funds from an account formerly owned by Florence Petrak Mensch, including but not limited to: the bank of

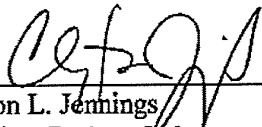
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America checking account ending in 7059 and the UBS retirement account ending in 1480 GE. Sterling Mensch shall provide the information outlined in this paragraph to Petitioners within five (5) days from entry and execution of this Order.

I commend Respondent's attorney, Ben Leaphart, for his efforts at communication with his Client and his efforts in attempting to get his Client to comply with the Court's Order. However, it appears to this Court that Sterling Mensch has disregarded the Court's Order dated August 28, 2019 and has attempted to hide certain information from Petitioners.

If Respondent continues to disregard the Court's Orders, there will be further consequences, including the possibility of sanctions, being held in contempt of court, and payment of all reasonable attorney's fees and costs of Petitioners.

IT IS SO ORDERED.



Clayton L. Jennings
Associate Probate Judge
Greenville County Probate Court

December 4, 2019
Greenville, South Carolina

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THE STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
IN THE MATTER OF:)
Estate of Florence Petrak Mensch)
John R. Mensch and Shauna M. Waddell)
Individually and as Personal Representative)
Of the Estate of Florence Petrak Mensch and)
John R. Mensch,)
Petitioners,)
-vs-)
Sterling Raymond Mensch, III, Individually)
As Personal Representative of the Estate of)
Florence Petrak Mensch and in the former)
Capacity as Agent under a Power of)
Attorney for Florence Petrak Mensch)
Respondent.)

IN THE PROBATE COURT
C.A. NO.: 2018-ES-23-02854

FILED
JUN 22 2020
GREENVILLE COUNTY
PROBATE COURT

**RESPONDENT'S ANSWER TO
AMENDED PETITION**

The Respondent, answering the First Amended Summons and Petition ("Petition") of the
Petitioners, would respectfully show unto the Court as follows:

FIRST DEFENSE
General Denial

1. Each allegation of the Petition not hereinafter admitted, modified or explained is
specifically denied and strict proof demanded thereof.

AS TO PARTIES, JURISDICTION, AND GENERAL ALLEGATIONS

2. The allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of the
Petition are admitted.

3. The allegations contained in paragraphs 14, 15, and 16 of the Petition are denied.

4. As to the allegations contained in paragraph 17, Respondent admits he has provided previously-prepared accountings to Petitioners and is now preparing a more detailed accounting for Petitioners' review. The remaining allegations contained in paragraph 17 are denied.
5. The allegations of paragraph 18 detail the procedural history of this case and therefore require no response.
6. As to the allegations contained in paragraph 19, Respondent admits Respondent's attorney at the time brought a box of documents to the hearing which were Respondent's records. The remaining allegations contained in paragraph 19 are denied.
7. The allegations of paragraph 20, 21, and 22 detail the procedural history and contents of an order in this case and therefore require no response.
8. Respondent at this time is preparing an updated accounting for Petitioners. Respondent denies the remaining allegations contained in paragraph 23.
9. Respondent has produced all documents in his possession. Respondent denies the remaining allegations contained in paragraph 24.
10. The allegations of paragraph 25, 26, 27, and 28 detail the procedural history and contents of an order in this case and therefore require no response.
11. Respondent is without first-hand knowledge or information sufficient to form a belief as to Petitioners' allegations contained in paragraph 29 and therefore denies those allegations.
12. The allegations of paragraph 30 and 31 are denied.
13. Paragraph 32 is a legal conclusion and therefore no response is required. To the extent a response is required, Respondent denies the allegations contained in paragraph 32.
14. Respondent denies the allegations contained in paragraphs 33, 34, 35, 36, and 37.

15. As to the allegations of paragraph 38, Respondent admits he listed Florence Petrak Mensch's UBS Retirement account on the probate inventory with a value of \$409,652.44. The remaining allegations contained in paragraph 38 are denied.

16. The allegations contained in paragraph 39 are a legal conclusion and therefore no response is required. To the extent a response is required, Respondent denies the allegations contained in paragraph 39.

17. The allegations contained in paragraph 40 and 41 are denied.

18. The allegations contained in paragraph 42 are a legal conclusion and therefore no response is required. To the extent a response is required, Respondent denies the allegations contained in paragraph 42.

19. The allegations contained in paragraph 43, 44, 45, and 46 are denied.

20. The allegations contained in paragraph 47 are a legal conclusion and therefore no response is required. To the extent a response is required, Respondent denies the allegations contained in paragraph 47.

21. The allegations contained in paragraph 48 are denied.

AS TO THE FIRST CAUSE OF ACTION
(FAILURE TO COMPLY WITH §62-8-114
SOUTH CAROLINA POWER OF ATTORNEY ACT)

22. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into the defense by reference thereto.

23. Each allegation of the First Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

24. The allegations contained in paragraph 49 do not require a response.

25. The allegations in paragraph 50 are only admitted in that the Petitioners are Successors in the interest to the decedent's Estate as named beneficiaries in the decedent's Will. Respondent lacks sufficient information or knowledge with which to form a belief as to the remaining allegations of paragraph 50 of the Petition and therefore denies same.

26. The allegations of paragraph 51 are admitted.

27. As to the allegations contained in paragraph 52, Respondent admits that Petitioners requested Respondent for an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during his time serving as Agent under a Power of Attorney. The remaining allegations contained in paragraph 52 are denied.

28. As to the allegations of paragraph 53, the Respondent admits that he has not provided all the information requested by the Petitioners and fully intends to provide a full and complete accounting of the assets of the Estate. Respondent denies the remaining allegations contained in paragraph 53.

29. The allegations contained in paragraph 54 are denied.

30. The allegations of paragraph 55 request relief from the court and therefore require no response. To the extent a response is required, the allegations of paragraph 55 is denied.

31. The allegations contained in paragraphs 56 and 57 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraphs 56 and 57.

AS TO THE SECOND CAUSE OF ACTION
(ACCOUNTING)

32. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

33. Each allegation of the Second Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

34. The allegation of 58 requires no response.

35. The allegations contained in paragraphs 59 and 60 are admitted.

36. As to the allegations contained in paragraph 61, Respondent has provided all documentation in his possession. All remaining allegations contained in paragraph 61 are denied.

37. As to the allegations contained in paragraph 62, Respondent admits Petitioners filed a demand for non-probate property inventory with the Probate Court. Respondent denies the remaining allegations contained in paragraph 62.

38. The allegations contained in paragraph 63 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraph 63.

AS TO THE THIRD CAUSE OF ACTION
(PETITION TO REVIEW AGENT'S CONDUCT UNDER POWER OF ATTORNEY
AND GRANT APPROPRIATE RELIEF PURSUANT TO § 62-8-116 AND § 62-8-117 OF
THE SOUTH CAROLINA POWER OF ATTORNEY ACT)

39. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

40. Each allegation of the Third Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

41. The allegations of 64 and 65 require no response.

42. The allegations contained in paragraphs 66, 67, 68, and 69 are denied.

43. The allegations of paragraph 70 request relief from the court and therefore require no response. To the extent a response is required, the allegations of paragraph 70 are denied.

AS TO THE FOURTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)

44. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

45. Each allegation of the Fourth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

46. The allegations of paragraph 71 require no response.

47. The allegations contained in paragraph 72 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraph 72.

48. The allegations of paragraph 73 are denied.

49. The allegations contained in paragraph 74 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraph 74.

50. The allegations contained in paragraph 75 are denied.

51. The allegations contained in paragraph 76 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraph 76.

52. The allegations contained in paragraphs 77 and 78 are admitted.

53. As to the allegations of paragraph 79, Respondent has provided all documentation to Petitioners in his possession. The remaining allegations contained in paragraph 79 are denied.

54. The allegations of paragraphs 80, 81, and 82 are denied.

55. The allegations contained in paragraphs 83, 84, and 85 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraphs 83, 84, and 85.

AS TO THE FIFTH CAUSE OF ACTION
(FRAUDULENT AND NEGLIGENT MISREPRESENTATION AND CONCEALMENT)

56. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

57. Each allegation of the Fifth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

58. The allegations of paragraph 86 require no response.

59. The allegations of paragraph 87, 88, 89, 90, and 91 are denied.

60. As to the allegations of paragraph 92, Respondent admits he listed Florence Petrak Mensch's UBS Retirement account on the probate inventory with a value of \$409,652.44. The remaining allegations contained in paragraph 92 are denied.

61. The allegations of paragraph 93 are denied.

62. The allegations contained in paragraphs 94, 95, 96, 97, and 98 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraphs 94, 95, 96, 97, and 98.

AS TO THE SIXTH CAUSE OF ACTION
(CONVERSION)

63. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

64. Each allegation of the Sixth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

65. The allegations of paragraph 99 requires no response.
66. The allegations contained in paragraphs 100, 101, 102, 103, and 104 are denied.
67. The allegations contained in paragraphs 105, 106, 107, 108, 109, and 110 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraphs 105, 106, 107, 108, 109, and 110.

AS TO THE SEVENTH CAUSE OF ACTION
(NEGLIGENCE)

68. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.
69. Each allegation of the Seventh Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.
70. The allegation of paragraph 111 requires no response.
71. The allegations contained in paragraph 112 are legal conclusions and therefore no response is required. To the extent a response is required, Respondent denies the allegations contained in paragraph 112.
72. The allegations contained in paragraphs 113 and 114 are denied.
73. The allegations contained in paragraphs 115 and 116 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraphs 115 and 116.

AS TO THE EIGHTH CAUSE OF ACTION
(MOTION FOR EVICTION/EJECTMENT)

74. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

75. Each allegation of the Eighth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

76. The allegations of paragraph 117 requires no response.

77. The allegations of paragraph 118 detail the contents of an order of the court and procedural history of this case and therefore require no response.

78. The allegations contained in paragraphs 119 and 120 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraphs 119 and 120.

AS TO THE NINTH CAUSE OF ACTION
(UNJUST ENRICHMENT/MONEY HAD AND RECEIVED)

79. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

80. Each allegation of the Ninth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

81. The allegations contained in paragraphs 122, 123, 124, and 125 are denied.

AS TO THE TENTH CAUSE OF ACTION
(CONSTRUCTIVE TRUST)

82. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

83. Each allegation of the Tenth Cause of Action not hereinafter admitted, modified or explained is specifically denied and strict proof demanded thereof.

84. That the allegations of paragraph 126 requires no response.

85. The allegations contained in paragraphs 127 and 128 are legal conclusions and therefore no responses are required. To the extent responses are required, Respondent denies the allegations contained in paragraphs 127 and 128.

SECOND DEFENSE
(Failure to State a Claim)

86. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

87. Petitioners have failed to state facts in their Petition sufficient to constitute a cause of action against Respondent.

FOR A THIRD DEFENSE
(Waiver)

88. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

89. Petitioners' claims are barred by the equitable doctrine of waiver.

FOR A FOURTH DEFENSE
(Unclean Hands)

90. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

91. Petitioners' claims are barred by the equitable doctrine of unclean hands.

FOR A FIFTH DEFENSE
(Laches)

92. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

93. Petitioners' claims are barred by the equitable doctrine of laches.

FOR A SIXTH DEFENSE

(Estoppel)

94. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

95. Petitioners' claims are barred by the equitable doctrine of estoppel.

FOR A SEVENTH DEFENSE

(Reliance)

96. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

97. Any action taken by Respondent was done in reliance on the advice of a professional.

FOR AN EIGHTH DEFENSE

(Ratification)

98. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

99. Petitioners' claims are barred by the doctrine of ratification.

FOR A NINTH DEFENSE

(Accord and Satisfaction)

100. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

101. Petitioners' claims are barred by the applicable doctrine of accord and satisfaction.

FOR A TENTH DEFENSE

(Punitive Damages Barred)

102. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

103. Petitioners' claim for punitive damages is barred because the conduct alleged in the Petition is insufficient as a matter of law to support an award of punitive damages.

FOR AN ELEVENTH DEFENSE
(Reservation of Right to Amend)

104. All previous responses contained in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

105. Respondent may have other defenses against Petitioners and reserves his right to assert such defenses in a timely fashion after the facts to assert such defenses become known to them and to request amendments to these affirmative defenses to conform to the evidence.

WHEREFORE, having fully answered the Petition, the Respondent prays that the allegations of the Petition which are denied be dismissed with prejudice.

Respectfully submitted,

TRULUCK THOMASON, LLC



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Attorneys for Respondent

Greenville, South Carolina
June 18, 2020

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE IN THE MATTER OF: Estate of Florence Petrak Mensch Shauna M. Waddell, individually and as Personal Representative of the Estate of Florence Petrak Mensch and John R. Mensch, Petitioners, vs. Sterling Raymond Mensch III, individually, as former Personal Representative of the Estate of Florence Petrak Mensch and in his former capacity as Agent under Power of Attorney for Florence Petrak Mensch, Respondent.	IN THE PROBATE COURT CASE NO. 2018ES2302854 FILED FEB 17 2021 GREENVILLE COUNTY NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT ON BEHALF OF PETITIONERS

TO: DEVON PURIEFOY AND KIM THOMASON OF TRULUCK THOMASON LLC, ATTORNEYS FOR THE RESPONDENT

YOU WILL PLEASE TAKE NOTICE that the Petitioners by and through their undersigned counsel, will move before the Judge of the Greenville County Probate Court, Greenville, S. C. on the tenth (10th) day hereafter or as soon thereafter as counsel may be heard, for an Order granting Summary Judgment to the Petitioners on the allegations contained in their Petition pursuant to Rule 56 of the South Carolina Civil Rules of Civil Procedure.

This motion is additionally made pursuant to S.C. Code Ann. Section 15-5-90, 62-8-114, 62-8-115, 62-8-117, 62-3-620 and any other applicable law, and is based upon the following grounds:

1. As to Petitioners' causes of action for Petition to Review Agent's Conduct under Power of Attorney and Grant Appropriate Relief Pursuant to §62-8-116 and §62-8-117 of the South Carolina Power of Attorney Act, Respondent transferred funds from Florence Mensch's Bank of America Checking Account ending in 7059 to his own Bank of America Checking Account ending in 3259 in violation of the Power of Attorney and the South Carolina Power of Attorney Act, and thereafter used such funds for his own benefit. In addition, Respondent engaged in other transactions, or failed to do certain actions he was required to do, which caused damages to Florence Mensch and her Estate. Such damages are shown in the Affidavit of John Markel which is attached hereto as **Exhibit A** and incorporated herein by reference. Therefore, summary judgment should be granted as to this cause of action and the Estate should be restored to the value that it would have been had the violations not occurred.

2. As to the cause of action for Breach of Fiduciary Duty, Sterling Mensch clearly had a fiduciary duty to Florence Petrak Mensch as Agent under her Power of Attorney. Sterling Mensch egregiously breached that duty each time he transferred funds from Florence Mensch's bank accounts to his own bank account and used the funds for his own benefit. In addition, Sterling Mensch breached his duty by failing to timely file tax returns for Florence Mensch for years 2013 through 2016 which caused Florence Mensch to incur unnecessary penalties and interest. Sterling Mensch breached his fiduciary duty by failing to file tax returns for 2017 and 2018. Sterling Mensch breached his fiduciary duty by removing funds from Florence Mensch's retirement account which caused her to incur unnecessary taxes, in addition to penalties and interest, and he breached his fiduciary duty by failing to invest such funds in a prudent manner.

In addition, Sterling Mensch had a fiduciary duty to the Petitioners' during his time as Personal Representative of the Estate of Florence Mensch. He breached that duty by failing to communicate with Petitioners and refusing to comply with the Court's Orders which delayed this matter for several years which caused the Estate to incur further damages, including but not limited to attorney's fees and costs. As noted in the Court's Order dated January 13, 2021, Sterling Mensch did not produce any receipts for any of the transactions he engaged in, but Respondent's attorney did inform Petitioners' counsel that Respondent could not produce any receipts and that no documentation could be obtained via subpoena or other means. Sterling Mensch had a duty to maintain receipts and keep an accounting of the transactions he engaged in pursuant to the South Carolina Power of Attorney Act and he breached that duty by failing to keep records of his transactions. Therefore, summary judgment should be granted as to this cause of action as there are no genuine issues of material fact in dispute and Petitioners' are entitled to judgment as a matter of law.

3. As to Petitioners' cause of action for Fraudulent and Negligent Misrepresentation and Concealment, Sterling Mensch has misrepresented and/or concealed material facts from Petitioners, misstated amounts on the Inventory and Appraisement he filed with the Court and attempted to conceal the fact that he took hundreds of thousands of dollars from Florence Mensch. Sterling Mensch failed to disclose that he was taking money from the GE Pension fund after Florence Mensch's death and such has resulted in

the Estate being liable for the amounts he took from the GE Pension Fund. Sterling Mensch told Petitioners he was not moving forward with the probate of Florence Mensch's estate because he was working on her taxes, but in fact, Sterling Mensch never filed taxes for 2017 nor 2018, and refused to communicate with the accountant to make sure such taxes were filed. Sterling Mensch's actions were willful and wanton and therefore Petitioners are entitled to punitive damages.

4. As to Petitioners' cause of action for Conversion, Petitioner has admitted that he transferred funds from Florence Mensch's UBS retirement account to Florence Mensch's Bank of America Account three days before she died, and such converted an asset belonging to the Estate to a non-probate asset. Respondent thereafter transferred the funds to his own bank account and used such funds for his own benefit. The amount he wrongfully converted is included in the Affidavit of John Markel which is attached hereto as Exhibit A.

5. As to Petitioners' cause of action for Negligence, Respondent clearly had a duty to Florence Mensch and her Estate, and he clearly breached that duty which resulted in damages that were directly caused by the breach. Respondent removed funds from Florence Mensch's retirement account, causing her to incur taxes on such, and subsequently failed to file tax returns for Florence Mensch. Respondent removed funds for his own benefit instead of prudently investing such funds and using for Florence Mensch's benefit.

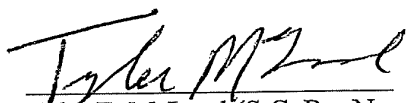
6. As to Petitioners' cause of action for Unjust Enrichment/Money Had and Received, Respondent used his position as Agent under Power of Attorney for Florence Mensch to transfer money from Florence Mensch's accounts to his accounts which in equity and good conscience belongs to the Estate of Florence Mensch.

7. As to Petitioner's cause of action for Constructive Trust, Petitioners' are entitled to a constructive Trust over all of the funds which Sterling Mensch transferred to himself from the accounts of Florence Mensch. Due to Sterling Mensch's absurd spending, he has depleted most of the funds which were transferred to his bank account and therefore Petitioners' request a Constructive Trust be imposed over any and all funds still in the name of Sterling Mensch and any funds which he has transferred to others.

Further, the grounds for this motion are that there are no genuine issues as to any material facts and that the moving party is entitled to Judgment as a matter of law based upon the above matters. This Motion is based upon the record in the case, a supporting Memorandum of Law which will be submitted thereafter, affidavit(s) submitted herewith and hereafter, and such other and further materials and authorities which may be brought to the attention of the Court subsequent to the filing of this Motion.

Respectfully submitted,

Brown, Massey, Evans,
McLeod & Haynsworth, LLC

A handwritten signature in black ink, appearing to read "Tyler McLeod", written over a horizontal line.

Tyler E. McLeod (S.C. Bar No. 101309)
106 Williams St.
Greenville, SC 29602
(864)- 271-7424
tmcleod@bmemhlaw.com

Attorney for Petitioners

February 17, 2021
Greenville, S. C.



THE STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF GREENVILLE	)	C/A No.: 2018-ES-23-02854
	)	
IN THE MATTER OF:	)	
Estate of Florence Petrak Mensch	)	
	)	
Shauna M. Waddell (Individually and as	)	
Personal Representative of the Estate of	)	
Florence Petrak Mensch) and John R. Mensch,	)	
	)	
Petitioners,	)	AFFIDAVIT OF
	)	JOHN R. MARKEL, CPA
-vs-	)	February 12, 2021
	)	
Sterling Raymond Mensch, III (Individually and	)	
in the former Capacity of Personal	)	
Representative of the Estate of Florence Petrak	)	
Mensch, and in the former Capacity as Agent	)	
under a Power of Attorney for Florence Petrak	)	
Mensch),	)	
	)	
Respondent.	)	
	)	

On February 9, 2021, appeared before me John R. Markel who, being duly sworn, states his testimony as follows.

1. My name is John Robert Markel, and I am owner and operator of Markel Valuation, PC, a public accounting firm specializing in forensic accounting and business valuation, located at 104 Moultrie St., Greenville, South Carolina. I have been licensed as a certified public accountant in South Carolina since 1978. My CPA certificate number is 1264.
2. In April 2020, I was engaged to provide investigative accounting services by Shauna M Waddell, Personal Representative of the estate of her mother, Florence Petrak Mensch. Mrs. Mensch died on April 28, 2018.
3. In connection with this Probate Court legal action, the Petitioners allege that Sterling Mensch III misappropriated significant assets from his mother (that is, Mrs. Mensch) before her death, and from Mrs. Mensch's estate after her death.
4. The purpose of my investigative accounting procedures in this engagement was to ascertain the detailed facts about the substance of the alleged misappropriations of Sterling Mensch III, as well as to quantify the aggregate dollar magnitude of his misappropriations. To that end, in February 2021, I submitted my Amended Expert Report, which quantified the dollar magnitude of the misappropriations of Sterling Mensch III. A copy of my amended expert report is annexed to this affidavit and is incorporated herein in its entirety.
5. In my opinion, based on the investigative accounting procedures I applied, and under the primary computational approach that I used, the Estate of Florence Petrak Mensch suffered real monetary losses totaling \$1,242,365 as a direct result of the actions of Sterling Mensch III. The associated prejudgment interest through March 1, 2021 would total \$430,238. The detailed procedures I applied in my primary approach to determine the \$1,242,365 in monetary losses and the \$430,238 in associated prejudgment interest are contained in paragraphs 14 through 19 of my Amended Expert Report. The results of applying my primary approach to quantifying the Estate's net losses from the misappropriations are summarized in the following table.

9. It is important to note that, aside from the highlighted bank statement line items, Sterling Mensch III has, to date, failed to provide receipts or other documentation that would support the legitimate characterization of the expenditure as benefiting Mrs. Mensch. In my experience, such third-party documentation (receipts, etc.) would typically be a minimal requirement to support the character and purpose of the expenditure. The bank statements disclose nothing about the character of the items purchased, just the date, vendor name, and the total dollar amount.
10. As an alternative approach to quantifying the Estate's net losses from the misappropriations, despite the lack of supporting documentation submitted to date by Sterling Mensch III, Mr. McLeod asked me to consider the underlying character of the various line items highlighted by Sterling Mensch III in his Bank of America account #3259.
11. To that end, I made several hypothetical assumptions about the supplemental data submitted by Sterling Mensch III: (a) that 53 separate cash disbursements (totaling \$90,130) to Park Sterling Bank made from the Bank of America account #3259 of Sterling Mensch III during the timeframe September 2013 through April 2018 be considered as "offsets" to the imputed rent for the 512 New Tarleton Way house; (b) that four separate cash disbursements (totaling \$6,215) to South State Bank made from the Bank of America account #3259 of Sterling Mensch III during the timeframe June 2018 through October 2018 be considered as "offsets" to the imputed rent for the 512 New Tarleton Way house; and (c) that three separate cash disbursements (totaling \$23,202) for Greenville County property tax made from the Bank of America account #3259 of Sterling Mensch III during the timeframe February 2014 through August 2018 be considered as "offsets" to the imputed rent for the 512 New Tarleton Way house. Detailed computations of the "offsets" and the associated "offsets" to pre-judgment interest are shown at Appendix M in my Amended Expert Report. The results of applying this alternative approach to quantifying the Estate's net losses from the misappropriations are summarized in the following table.

Row#	Timeframe	Description	Losses	Pre-judgment interest from original transaction date through 3/1/2021	Amended Expert Report paragraph #	Amended Expert Report Appendix reference
1	2013-2019	Aggregate unexplained cash transfers out of Mrs. Mensch's bank account for the benefit of Sterling Mensch III	\$822,538	\$286,805	14	E
2	2016-2018	Aggregate unexplained transfers out of Mrs. Mensch's bank account to pay credit card balances of Sterling Mensch III	\$2,551	\$567	15	F
3	2011-2018	Unnecessary income taxes resulting from liquidation of General Electric shares by Sterling Mensch III, in excess of that specified for minimum required IRA distributions	\$164,897	\$41,170	16	G
4	2013-2017	Avoidable penalties and interest that were assessed as a result of late payments by Sterling Mensch III of Mrs. Mensch's income tax liabilities	\$13,820	\$3,651	17	H
5	2012-2017	Excessive income taxes for Mrs. Mensch, resulting from the prior failure of Sterling Mensch III to properly itemize deductions for property tax and mortgage interest in each of the years 2011 through 2016	\$24,559	\$10,275	18	I
6	2009-2020	Accrued unpaid rent owed by Sterling Mensch III for his occupancy of 512 New Tarleton Way from January 2009 to August 2020	\$214,000	\$87,770	19	J
7		Subtotal	\$1,242,365	\$430,238		
8		Credit for disbursements made for property tax and disbursements made to Park Sterling Bank and to South State Bank, and for corresponding reductions in pre-judgment interest to the figures in row#6 preceding	(\$119,548)	(\$42,279)	26	M
9		Total losses and pre-judgment interest under the alternative approach to loss quantification	\$1,122,817	\$387,959		

12. The Estate's monetary losses computed and described in the preceding paragraphs do not include any amounts associated with punitive damages that might later be awarded by the Court.
13. The Estate's monetary losses computed and described in the preceding paragraphs do not include the dollar amount of penalties and interest that will be imposed by the Internal Revenue Service and the South Carolina Department of Revenue regarding the failure of Sterling Mensch III to file Mrs. Mensch's 2017 and 2018 income tax returns. Insufficient data was available at the date of this affidavit to accurately compute the penalties and interest; however, it is certain that such penalties and interest will eventually be imposed and will represent real losses to the Estate at the time of imposition.
14. The Estate's monetary losses computed and described in the preceding paragraphs do not include the monthly General Electric pension payments that continued for 21 months after Mrs. Mensch's death. The 21 post-death monthly pension payments were received into Mrs. Mensch's Bank of America

account between May 2018 and January 2020 and totaled \$30,158. The monthly pension payments were supposed to terminate upon Mrs. Mensch's death in April 2018. Because Sterling Mensch III failed to notify General Electric about Mrs. Mensch's date of death, the entire amount of \$30,158 must be repaid to General Electric, and thus is ultimately a liability of the Estate.

15. I reserve the right to amend this affidavit, should additional pertinent information come to light.

FURTHER AFFIANT SAYETH NOT



JOHN R. MARKEL

Sworn to and subscribed before me

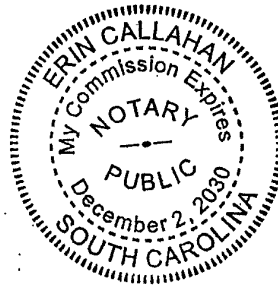
This twelfth day of February 2021



Notary Public for the State of South Carolina

My commission expires:

12/02/2030



THE STATE OF SOUTH CAROLINA

)

IN THE PROBATE COURT

)

COUNTY OF GREENVILLE

)

C/A No.: 2018-ES-23-02854

)

IN THE MATTER OF:

)

Estate of Florence Petrak Mensch

)

)

Shauna M. Waddell (Individually and as

)

Personal Representative of the Estate of

)

Florence Petrak Mensch) and John R. Mensch,

)

)

Petitioners,

)

)

-vs-

)

)

Sterling Raymond Mensch, III (Individually and

)

in the former Capacity of Personal

)

Representative of the Estate of Florence Petrak

)

Mensch, and in the former Capacity as Agent

)

under a Power of Attorney for Florence Petrak

)

Mensch),

)

)

Respondent.

)

)

AMENDED

EXPERT REPORT OF

JOHN R. MARKEL, CPA

FEBRUARY 12, 2021

OVERVIEW

1. In April 2020, I was engaged to provide investigative accounting services by Shauna M. Waddell, Personal Representative of the estate of her mother, Florence Petrak Mensch. Mrs. Mensch died on April 28, 2018.
2. My professional qualifications are detailed in Appendix A to this report. A summary of my appearances to provide expert testimony from 2015 to the present is annexed at Appendix B to this report. This report is submitted to the Court pursuant to the *South Carolina Court Rules*, Article VII, Rules 702-705.
3. In connection with this Probate Court legal action, the Petitioners allege that Sterling Mensch III misappropriated significant assets from his mother (that is, Mrs. Mensch) before her death, and from Mrs. Mensch's estate after her death.
4. The purpose of my investigative accounting procedures in this engagement was to ascertain the detailed facts about the substance of the alleged misappropriations of Sterling Mensch III, as well as to quantify the dollar magnitude of his misappropriations. To quantify that dollar magnitude, I used two approaches: (a) a primary approach, which included the misappropriations that could be quantified and (b) an alternative approach, which included the misappropriations that could be quantified, while applying offsetting credits for some expenditures allegedly made by Sterling Mensch III for Mrs. Mensch's benefit.
5. Based on the investigative accounting procedures I applied, the Estate of Florence Petrak Mensch suffered monetary losses that can be summarized as follows.
 - a. Under the primary computational approach that I used, the Estate suffered real monetary losses totaling \$1,242,365 as a direct result of the actions of Sterling Mensch III. The associated pre-judgment interest through March 1, 2021 would total \$430,238.
 - b. Under the alternative computational approach that I used, the Estate suffered real monetary losses totaling \$1,242,365 as a direct result of the actions of Sterling Mensch III. However, if offsetting credits were applied in the amount of \$119,548 to reflect some expenditures allegedly made by Sterling Mensch III for Mrs. Mensch's benefit, the net monetary losses would be reduced to \$1,122,817. The associated pre-judgment interest through March 1, 2021 under the alternative computational approach would total \$387,959.

INVESTIGATIVE PROCEDURES APPLIED

6. Throughout this report, shortened names and acronyms are used to indicate the following:
 - a. The “Subject Legal Action” refers to C/A No.:2018-ES-23-02854 in the Greenville County Probate Court. The Subject Legal Action is titled as: *In the Matter of: Estate of Florence Petrak Mensch; Shauna M. Waddell (Individually and as Personal Representative of the Estate of Florence Petrak Mensch) and John R. Mensch, Petitioners, vs. Sterling Raymond Mensch, III (Individually and in the former Capacity of Personal Representative of the Estate of Florence Petrak Mensch, and in the former Capacity as Agent under a Power of Attorney for Florence Petrak Mensch), Respondent.*
 - b. “Estate” refers to the Estate of Florence Petrak Mensch.
 - c. “Mrs. Mensch” refers to Florence Petrak Mensch.
 - d. “BOA” refers to the Bank of America.
 - e. “IRS” refers to the Internal Revenue Service.
 - f. “SCDR” refers to the South Carolina Department of Revenue.
 - g. “IRA” refers to Individual Retirement Account.
7. As background, it should be noted that Mrs. Mensch suffered from severe dementia, dating from the early 2000s until her death in April 2018. Under the terms of a durable power of attorney dated and recorded on May 18, 2010, Sterling Mensch III officially handled all of Mrs. Mensch’s financial affairs as her agent. Also under the terms of that May 2010 durable power of attorney, Sterling Mensch III was named as Personal Representative of Mrs. Mensch’s estate upon her death in April 2018.
8. To briefly summarize, by order of the Greenville County Probate Court, Sterling Mensch III was removed as the Estate’s Personal Representative on December 4, 2019. The order named Shauna Waddell (Mrs. Mensch’s daughter) as successor Personal Representative. In that order, as the reason for removing Sterling Mensch III as Personal Representative, the judge cited the willful failure of Sterling Mensch III (a) to provide a full accounting of the Estate’s assets, and (b) to provide a full accounting of receipts, disbursements, and transactions conducted by him as agent for Mrs. Mensch under the May 2010 durable power of attorney.

9. Prior to my engagement in this assignment, Petitioners Shauna Waddell and John Mensch had obtained, through the discovery process, certain third-party source documents concerning (a) the financial transactions of Mrs. Mensch prior to her death in April 2018, and (b) the financial transactions of her estate after her death. Those source documents are detailed in Appendix C to this report.
10. In the process of applying my investigative accounting procedures, I scrutinized those source documents. I also devised a plan to extract specific pieces of data from the source documents, and to summarize that data on spreadsheets in a specific format, so that the data could be analyzed efficiently and sufficiently. Under my direction, Shauna Waddell and John Mensch took on the clerical task of assembling and entering the data onto the formatted spreadsheets. Working together, we also devised a protocol for labeling each source document with a sequential Bates number, so that each source document listed on a particular formatted spreadsheet could ultimately be traced and verified.
11. After Shauna Waddell and John Mensch had completed the clerical task of assembling the data onto my format-specific spreadsheets, I began a preliminary analysis of the data. From the results of my preliminary analysis, I determined that the Estate's monetary losses resulting from the actions of Sterling Mensch III would naturally fall into six separate categories.
12. I then began to compute the monetary losses for each category, along with the associated pre-judgment interest. The summarized results of my primary approach to computing the Estate's monetary losses are shown in Appendix D to this report. The summarized results of my alternative approach to computing the Estate's net monetary losses are shown in Appendix K to this report.
13. The South Carolina statutory rate of pre-judgment interest is set each January on a year-by-year basis by order of the South Carolina Supreme Court. Simply stated, the rate is based on the earliest-published January prime rate plus four percentage points. For the timeframe January 1, 2009 through January 14, 2016, the statutory pre-judgment interest rate was constant at 7.25%. For the timeframe January 15, 2016 through the year 2021, the prime rate was more volatile, so the statutory rate varied somewhat in each of those years; however, the statutory rate did stay within a fairly narrow range of 7.25% to 9.50%. In order to significantly simplify my computational process and to meet deadlines, I used the 7.25% rate throughout the 2009-2021 timeframe that was relevant for this report. Obviously, this has resulted in some understatement of the aggregate pre-judgment interest figure that I have computed. If necessary, at the

final disposition of this case, the pre-judgment interest can be re-computed more precisely, using the statutory pre-judgment rates that were actually in force after January 14, 2016.

PRIMARY APPROACH TO COMPUTING THE ESTATE'S MONETARY LOSSES

14. Row #1 of Appendix D comprises aggregate unexplained cash transfers out of Mrs. Mensch's bank accounts for the benefit of Sterling Mensch III, occurring during the timeframe 2013 through 2019. There were 241 separate cash transfers out of Mrs. Mensch's two BOA accounts for Sterling Mensch III's benefit, totaling \$822,538. The details of each of those 241 outgoing cash transfers is shown in Appendix E to this report. On Appendix E, it should be noted that the frequently-appearing acronym "CHK 3259" refers to the BOA account # [REDACTED] 3259 that is registered in the name of Sterling Mensch III. As previously noted, monthly statements for BOA account # [REDACTED] 3259 during the timeframe 2013-2019 were made available to me upon accepting this assignment. On the receiving end of the cash transfers, my scrutiny of disbursements from BOA account # [REDACTED] 3259 revealed that routine, ongoing, personal expenditures of Sterling Mensch III were effectively funded by cash transfers out of Mrs. Mensch's BOA accounts. Appendix E also shows how the associated pre-judgment interest figure of \$286,805 was computed.
15. Row #2 of Appendix D comprises aggregate unexplained transfers out of Mrs. Mensch's bank accounts to pay credit card balances of Sterling Mensch III; the subject cash transfers occurred during the timeframe 2016 through 2018. There were five cash transfers out of Mrs. Mensch's two BOA accounts totaling \$2,551. The details of each of those five outgoing cash transfers is shown in Appendix F to this report. Appendix F also shows how the associated pre-judgment interest figure of \$567 was computed.
16. Row #3 of Appendix D comprises the unnecessary income taxes resulting from liquidation of General Electric shares by Sterling Mensch III, in excess of that specified for minimum required IRA distributions. Under Treasury Regulation §1.408-8, Mrs. Mensch, like all other taxpayers over the age of 70½, was obligated to make a "required minimum distribution" of the aggregate beginning-of-year balances in all of her IRAs. (Note: Mrs. Mensch reached age 70½ in 2003.) The amount of the "required minimum distribution" would be based on a formula tied to her actuarial remaining life expectancy. However, in the years 2011, 2012, 2015, 2016, and 2018, Sterling Mensch III liquidated many more General Electric shares than were needed for Mrs. Mensch's "required minimum distribution" in those years. It should

also be noted that other liquid assets in Mrs. Mensch's portfolio could have been used to satisfy the specified "required minimum distribution." As an unfortunate consequence, Mrs. Mensch incurred state and federal income taxes during those years for which she otherwise would not have been obligated, but for the actions of Sterling Mensch III in liquidating the blocks of General Electric common stock (and siphoning off the proceeds for his own benefit). Appendix G of this report shows how I derived Mrs. Mensch's "excess" (and avoidable) income taxes of \$164,897 along with the associated pre-judgment interest of \$41,170.

17. Row #4 of Appendix D comprises avoidable penalties and interest that were assessed as a result of late payments by Sterling Mensch III of Mrs. Mensch's income tax liabilities. During the 2010-2018 timeframe, as agent under the May 2010 durable power of attorney, Sterling Mensch III was responsible for filing Mrs. Mensch's state and federal income tax returns and for ensuring that her tax liabilities were timely paid. However, as shown on Appendix H of this report, penalties and interest were assessed on 17 occasions by the IRS and the SCDR, as a result of the failure of Sterling Mensch III to timely remit payment of Mrs. Mensch's tax liabilities. Those avoidable penalties and interest totaled \$13,820, and the associated pre-judgment interest would be \$3,651.
18. Row #5 of Appendix D comprises excessive income taxes incurred by Mrs. Mensch, resulting from the prior failure of Sterling Mensch III to properly itemize Mrs. Mensch's deductions for property tax and mortgage interest in each of the years 2011 through 2016. During the 2010-2018 timeframe, as agent under the May 2010 durable power of attorney, Sterling Mensch III was responsible for filing Mrs. Mensch's state and federal income tax returns and for ensuring that her tax liabilities were timely paid. However, in Mrs. Mensch's state and federal income tax returns for each of the years 2011 through 2016, Sterling Mensch III failed to include itemized deductions for mortgage interest and property tax. Based on my scrutiny of Mrs. Mensch's state and federal tax returns for those years, she was clearly entitled to claim those itemized deductions, and thereby proportionately reduce her tax liability for each respective year. In other words, her tax liability would have been decreased proportionately in each of those years, but for the failure of Sterling Mensch III to ensure that those itemized deductions were properly claimed. Appendix I of this report summarizes the effect of the omitted itemized deductions and Mrs. Mensch's resulting aggregate tax overpayment of \$24,559. The pre-judgment interest associated with that tax overpayment would be \$10,275.

19. Row #6 of Appendix D comprises accrued unpaid rent by Sterling Mensch III for his occupancy of Mrs. Mensch's house at 512 New Tarleton Way from January 2009 to August 2020. It was represented to me by Shauna Waddell that Sterling Mensch III lived in Mrs. Mensch's house from sometime in 2008 until August 2020. During the timeframe 2008 until her death in April 2018, Mrs. Mensch (because of her dementia) was confined to "memory care" units, which provided her with lodging, meals, and personal care. Based on the BOA bank account records provided to me of both Mrs. Mensch and Sterling Mensch III, no rent was paid by Sterling Mensch III to Mrs. Mensch during the 2013-2019 timeframe. Moreover, Mrs. Mensch's tax returns for each of the years made available to me (that is, the years 2011 through 2016) show no rental income. Therefore, for the purpose of this exercise, I assumed that Sterling Mensch III paid no rent to occupy the house at 512 New Tarleton Way in any of the years 2009 through 2019, nor for the timeframe January through August 2020. I also determined, by reference to published rental rates of similar properties in the area, as well as to the market value of the property (per the Greenville County property tax records), that a current (2020) monthly rental rate of \$2,000 for the house would be reasonable. Working backward, I then assigned a monthly rental rate to each of the years in question, as follows: 2020 (\$2,000); 2019 (\$2,000); 2018 (\$1,900); 2017 (\$1,800); 2016 (\$1,700); 2015 (\$1,600); 2014 (\$1,500); 2013 (\$1,400); 2012 (\$1,300); 2011 (\$1,200); 2010 (\$1,100); and 2009 (\$1,000). As shown in Appendix J to this report, I then computed the accrued unpaid rent owed by Sterling Mensch III for the timeframe of January 2009 through August 2020 to be \$214,000. Also, as shown in Appendix J, the associated pre-judgment interest on the accrued unpaid rent was computed to be \$87,770.

ALTERNATIVE APPROACH TO COMPUTING THE ESTATE'S MONETARY LOSSES

20. On January 13, 2021, I was contacted by Tyler McLeod, legal counsel for the Petitioners in this case. Mr. McLeod informed me that, in response to court orders, Sterling Mensch III had recently produced a notebook containing copies of bank statements for his Bank of America account number 3259. The bank statements covered the timeframe August 2013 through October 2018. Mr. McLeod provided me with digital copies of the notebook contents, and asked me to scrutinize them.
21. Upon reviewing the notebook contents, I noted that on his bank statements for the August 2013 through October 2018 timeframe, Sterling Mensch III had highlighted certain cash disbursement line items. Sterling Mensch III alleges that those highlighted line items represent disbursements that were made from

his bank account for the benefit of his mother, Florence Mensch. He alleges that the highlighted line items fall into two general categories: (a) disbursements made for the physical care of Mrs. Mensch; and (b) disbursements made to maintain Mrs. Mensch's real estate located at 512 New Tarleton Way in Greer, South Carolina. In highlighting the bank statement line items, Sterling Mensch III used a color-coding system. He alleges that line items highlighted in purple represent disbursements made for the physical care of Mrs. Mensch, while line items highlighted in yellow represent real estate-related disbursements.

22. I summarized the highlighted line items in an Excel spreadsheet, a copy of which is annexed at Appendix L. I found that there were 358 highlighted line items, representing total disbursements of \$189,040.89. There were 146 line items highlighted in purple (physical care of Mrs. Mensch) that represented disbursements of \$18,116.80. There were 212 line items highlighted in yellow (real estate-related disbursements) that represented disbursements of \$170,924.09.
23. It is important to note that, aside from the highlighted bank statement line items, Sterling Mensch III has, to date, failed to provide receipts or other documentation that would support the legitimate characterization of the expenditure as benefiting Mrs. Mensch. In my experience, such third-party documentation (receipts, etc.) would typically be a minimal requirement to support the character and purpose of the expenditure. For example, of the 146 purple highlighted line items, 110 line items, representing \$5,686.32 in disbursements, were purchases from major retailers such as Walmart, CVS, and Publix. The bank statements disclose nothing about the character of the items purchased, just the date, vendor name, and total dollar amount.
24. Therefore, it is my opinion that, as the primary approach to quantifying the Estate's net losses from the misappropriations, **none** of line items highlighted by Sterling Mensch III should be considered for reducing (or offsetting) the Estate's net losses. Accordingly, to repeat my conclusion stated in paragraph # 5a preceding, the Estate of Florence Petrak Mensch suffered real monetary losses totaling \$1,242,365 as a direct result of the actions of Sterling Mensch III. Also in my opinion, pre-judgment interest associated with the losses of \$1,242,365 (computed from the various dates of original misappropriation through March 1, 2021) would total \$430,238.
25. As an alternative approach to quantifying the Estate's net losses from the misappropriations, despite the lack of supporting documentation submitted to date by Sterling Mensch III, Mr. McLeod asked me to

consider the underlying character of the various line items highlighted by Sterling Mensch III in his Bank of America account #3259.

26. To that end, I made several hypothetical assumptions about the supplemental data submitted by Sterling Mensch III: (a) that 53 separate cash disbursements (totaling \$90,130) to Park Sterling Bank made from the Bank of America account #3259 of Sterling Mensch III during the timeframe September 2013 through April 2018 be considered as “offsets” to the imputed rent for the 512 New Tarleton Way house; (b) that four separate cash disbursements (totaling \$6,215) to South State Bank made from the Bank of America account #3259 of Sterling Mensch III during the timeframe June 2018 through October 2018 be considered as “offsets” to the imputed rent for the 512 New Tarleton Way house; and (c) that three separate cash disbursements (totaling \$23,202) for Greenville County property tax made from the Bank of America account #3259 of Sterling Mensch III during the timeframe February 2014 through August 2018 be considered as “offsets” to the imputed rent for the 512 New Tarleton Way house. Computations of the “offsets” and the associated “offsets” to pre-judgment interest are shown at Appendix M. Under the alternative approach to quantifying the Estate’s net losses from the misappropriations, my findings for losses and pre-judgment interest are summarized in Appendix K.

OTHER SIGNIFICANT ISSUES

27. The Estate’s monetary losses computed and described in the preceding paragraphs numbered 14 through 26 do not include any amounts associated with punitive damages that might later be awarded by the Court.
28. The Estate’s monetary losses computed and described in the preceding paragraphs numbered 14 through 26 do not include the dollar amount of penalties and interest that will be imposed by the Internal Revenue Service and the South Carolina Department of Revenue regarding the failure of Sterling Mensch III to file Mrs. Mensch’s 2017 and 2018 income tax returns. Insufficient data was available at the time of writing this report to accurately compute the penalties and interest; however, it is certain that such penalties and interest will eventually be imposed and will represent real losses to the Estate at the time of imposition.
29. The Estate’s monetary losses computed and described in the preceding paragraphs numbered 14 through 26 do not include the monthly General Electric pension payments that continued for 21 months after Mrs. Mensch’s death. The 21 post-death monthly pension payments were received into Mrs. Mensch’s Bank

of America account between May 2018 and January 2020 and totaled \$30,158. The monthly pension payments were supposed to terminate upon Mrs. Mensch's death in April 2018. Because Sterling Mensch III failed to notify General Electric about Mrs. Mensch's date of death, the entire amount of \$30,158 must be repaid to General Electric, and thus is ultimately a liability of the Estate.

SUMMARY OF EXPERT OPINIONS

30. In my opinion, based on the investigative accounting procedures I applied, and under the primary computational approach that I used, the Estate of Florence Petrak Mensch suffered real monetary losses totaling \$1,242,365 as a direct result of the actions of Sterling Mensch III. The associated pre-judgment interest through March 1, 2021 would total \$430,238. Those losses are summarized by category in Appendix D to this report.

31. In my opinion, based on the investigative accounting procedures I applied, and under the alternative computational approach that I used, the Estate of Florence Petrak Mensch suffered real monetary losses totaling \$1,242,365 as a direct result of the actions of Sterling Mensch III. However, if offsetting credits were applied in the amount of \$119,548 to reflect some expenditures allegedly made by Sterling Mensch III for Mrs. Mensch's benefit, the net monetary losses would be reduced to \$1,122,817. The associated pre-judgment interest through March 1, 2021 under the alternative computational approach would total \$387,959. Those losses are summarized by category in Appendix K to this report.

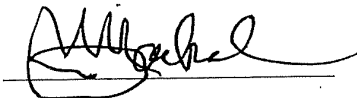
OTHER ASSUMPTIONS AND LIMITING CONDITIONS

32. I was compensated for the first phase of this assignment by a flat fee of \$3,000. For the second phase of this assignment I was compensated by a flat fee of \$8,300. For the third phase of this assignment, I am being compensated at my regular hourly rate of \$250. None of my compensation was contingent on the outcome of the Subject Legal Action.

33. Other services pertaining to this matter would include analysis of additional information submitted by Petitioners or by Respondent, preparation of possible demonstrative exhibits, preparation to testify at deposition or trial, and attendance at mediation proceedings, depositions, hearings, and trial. If, in the future, I am required to perform any such services, my understanding is that I am to be compensated at my regular hourly rate of \$250.

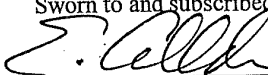
34. I reserve the right to make changes to this report, should additional pertinent information come to light.

35. I reserve the right to offer rebuttal opinions if the Respondent in the Subject Legal Action should offer additional evidence.



JOHN R. MARKEL

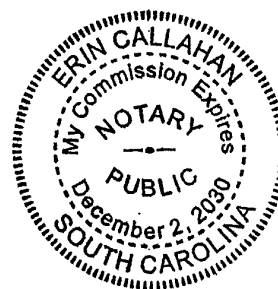
Sworn to and subscribed before me this twelfth day of February 2021



Notary Public for the State of South Carolina

My commission expires:

12/02/2030



Appendix A - Professional Qualifications

John R. Markel

Markel Valuation, P.C.

Contact Information

(864) 277-9921 office

(864) 201-5684 mobile

jmarkel@markelvaluation.com

104 Moultrie Street, Greenville, SC 29605

Education

1969 Bachelor of Arts, Duke University.

1973 Master of Accountancy, University of South Carolina.

Professional Designations

CPA, Certified Public Accountant licensed in South Carolina and North Carolina.

ASA, Accredited Senior Appraiser™ (in the *business valuation* specialty) from the American Society of Appraisers.

ABV, Accredited in Business Valuation™ from the American Institute of Certified Public Accountants.

ABAR, Accredited in Business Appraisal Review™ from the National Association of Certified Valuers and Analysts.

MAFF, Master Analyst in Financial Forensics™ from the National Association of Certified Valuers and Analysts.

CFF, Certified in Financial Forensics™ from the American Institute of Certified Public Accountants.

CGMA, Chartered Global Management Accountant™ from the American Institute of Certified Public Accountants.

Work and Academic History

2003 - 2021, managing director of Markel Valuation, P.C.

1995 - 2003, shareholder-in-charge of the forensic and valuation services division of Elliott Davis, LLC

1985 - 1995, audit shareholder at Elliott Davis, LLC.

1977 - 1985, senior auditor and audit manager at Elliott Davis, LLC, Greenville South Carolina.

1975 - 1977, staff accountant at Koonce, Wooten & Haywood CPAs, Raleigh, North Carolina.

1974 - 1975, staff accountant at Deloitte Haskins & Sells, Raleigh, North Carolina.

1973 - 1974, graduate student, School of Business, University of South Carolina, Columbia.

1969 - 1973, active duty, United States Air Force, Texas, Mississippi, South Carolina, and Thailand.

1965 - 1969, undergraduate student, Duke University, Durham, North Carolina.

1963 - 1965, LaSalle High School, Niagara Falls, New York.

1961 - 1963, Antelope Valley High School, Lancaster, California.

Appendix B – Summary of Prior Expert Testimony

JOHN R. MARKEL
SUMMARY OF SWORN EXPERT TESTIMONY JANUARY 2015 THROUGH FEBRUARY 2021
DEPOSITION, ADR, AND TRIAL

Name of Case	Legal Issue/Economic Issue	Retaining Attorney	Jurisdiction	Testimony
Beattie B. Ashmore, in his capacity as court-appointed receiver for Ronnie Gene Wilson and Atlantic Bullion & Coin, Inc., v. William R. Fowler and Colleen Fowler (2015)	Fraudulent transfer and unjust enrichment related to Ponzi scheme proceeds/investigative accounting	L. Walter Tollison, III and Lauren S. Price of The Tollison Law Firm, P.A., Greenville, SC	US District Court (SC District)	Deposition
Ragsdale v. Ragsdale (2016)	Division of marital property in divorce/business valuation	Kenneth C. Porter of Porter & Rosenfeld, Attorneys at Law, Greenville, SC	SC Family Court, 13 th Circuit	Trial
Beattie B. Ashmore, in his capacity as court-appointed receiver for Ronnie Gene Wilson and Atlantic Bullion & Coin, Inc., v. Brigitte Owens (2017)	Fraudulent transfer and unjust enrichment related to Ponzi scheme proceeds/investigative accounting	L. Walter Tollison, III and Lauren S. Price of The Tollison Law Firm, P.A., Greenville, SC	US District Court (SC District)	Deposition
Janet B. Haigler, Chapter 7 Trustee, v. Michael A. Dozier, <i>et al.</i> (2020)	Recovery of losses by bankruptcy trustee that allegedly resulted from improper marketing and sale of securities/investigative accounting	Richard R. Gleissner of the Gleissner Law Firm, L.L.C., Columbia, SC	US District Court (SC District)	Deposition

Appendix C- Sources Consulted

Proprietary source documents consulted:

Bank of America, checking account # [REDACTED]-3259; in the name of Sterling R. Mensch III POD [payable on death] Macy Shea Mensch; bank statements for the timeframe December 2012-January 2020.

Bank of America, checking account # [REDACTED]-7059; in the name of Florence P. Mensch and Sterling R. Mensch III; bank statements for the timeframe December 2012-January 2020.

Bank of America, money market savings account # [REDACTED]-2007; in the name of Florence P. Mensch and Sterling R. Mensch III; bank statements for the timeframe December 2012-January 2020.

Bank of America, BankAmericard account # [REDACTED]-9935; in the name of Sterling R. Mensch; monthly credit card statements for the timeframe March 2016-January 2017.

Bank of America, BankAmericard account # [REDACTED]-7061; in the name of Sterling R. Mensch; monthly credit card statements for the timeframe February 2017-December 2019.

Digital file containing 13 pages of photocopies of deposit tickets, representing deposits to Bank of America account # [REDACTED]-3259 and deposits to Bank of America account # [REDACTED]-7059.

Digital file containing 67 pages of photocopies of checks written by various payors, showing Sterling Mensch III as payee for the timeframe 2013-2019.

Digital file containing one page, describing color-coding protocol used by Sterling Mensch III in marketing copies of his Bank of America checking account # [REDACTED]-3259 statements for the years 2013-2018.

Digital file containing 38 pages, containing photocopies of 2013 bank statements of Bank of America checking account # [REDACTED]-3259 in the name of Sterling Mensch III, with highlighted line items representing payments allegedly made that year for the benefit of Florence Mensch.

Digital file containing 82 pages, containing photocopies of 2014 bank statements of Bank of America checking account # [REDACTED]-3259 in the name of Sterling Mensch III, with highlighted line items representing payments allegedly made that year for the benefit of Florence Mensch.

Digital file containing 80 pages, containing photocopies of 2015 bank statements of Bank of America checking account # [REDACTED]-3259 in the name of Sterling Mensch III, with highlighted line items representing payments allegedly made that year for the benefit of Florence Mensch.

Digital file containing 92 pages, containing photocopies of 2016 bank statements of Bank of America checking account # [REDACTED]-3259 in the name of Sterling Mensch III, with highlighted line items representing payments allegedly made that year for the benefit of Florence Mensch.

Digital file containing 83 pages, containing photocopies of 2017 bank statements of Bank of America checking account # [REDACTED]-3259 in the name of Sterling Mensch III, with highlighted line items representing payments allegedly made that year for the benefit of Florence Mensch.

Digital file containing 79 pages, containing photocopies of 2018 bank statements of Bank of America checking account # [REDACTED]-3259 in the name of Sterling Mensch III, with highlighted line items representing payments allegedly made that year for the benefit of Florence Mensch.

First Amended Petition in the Subject Legal Action, dated May 12, 2020

Florence P. Mensch, United States individual income tax returns for each of the years 2011, 2012, 2013, 2014, 2015, and 2016.

Florence P. Mensch, South Carolina individual income tax returns for each of the years 2011, 2012, 2013, 2014, 2015, and 2016.

GE Mutual Funds, account # [REDACTED]-2563, account # [REDACTED]-2571, account # [REDACTED]-2589, and account # [REDACTED]-2597; in the name of Florence Mensch; yearly investment statements for each of the years 2009 through 2015.

Respondent's First Set of Interrogatories in the Subject Legal Action, dated September 11, 2020.

State Street Global Advisors, account # [REDACTED] 2563, account # [REDACTED] 2571, and account # [REDACTED] 2589; in the name of Florence Mensch; yearly investment statements for each of the years 2016 through 2018, and for the three months ended March 29, 2019.

UBS Financial Services Inc., account # [REDACTED] 30 JG; in the name of Florence Mensch; statements of account activity covering each of the months during the timeframe June 2016 through March 2020, except that statements of account activity for July 2016, October 2016, October 2017, and April 2018 were not provided.

Sources consulted that were available in the public domain:

- Crain, Michael A., *et al. Essentials of Forensic Accounting, Second Edition*. Durham, North Carolina: Association of International Certified Professional Accountants, 2019, pp. 228-232; 254-256.
- Dobbs, Dan B. *Dobbs Law of Remedies, Second Edition, Volume 1*. St. Paul: West Publishing Co. 1993, pp. 4-5; 333-339; 566-567.
- Duffus, David; Scott Boucher; Jeffrey Klein; and Cynthia Tregillis. *Attaining Reasonable Certainty in Economic Damages Calculations (Forensic & Valuation Services Practice Aid)*. Durham, North Carolina: Association of International Certified Professional Accountants, 2019, pp. 59-63; 90-95.
- Forensic and Valuation Services Executive Committee. *Statement on Standards for Forensic Services*. Durham, North Carolina: Association of International Certified Professional Accountants, 2019.
- Frank, Peter B. *et al.* "The Role of the Financial Expert in Litigation Services," in Weil, Roman L., *et al.*, editor, *Litigation Services Handbook, Fourth Edition*. Hoboken, New Jersey: John Wiley & Sons, Inc., 2001, pp.1.1-1.31.
- Golden, Thomas W.; Stephen L. Skalak; and Mona M. Clayton. *A Guide to Forensic Accounting Investigation*. Hoboken, New Jersey: John Wiley & Sons & Sons, Inc., 2006, pp.297-303.
- Knoll, Michael S. and Jeffrey M. Colón. "Prejudgment Interest," in Weil, Roman L., *et al.*, editor, *Litigation Services Handbook, Fourth Edition*. Hoboken, New Jersey: John Wiley & Sons & Sons, Inc., 2006, pp.9.1-9.17.
- Management Consulting Services Executive Committee. *Statement on Standards for Consulting Services*. New York: American Institute of Certified Public Accountants, 2015.
- South Carolina Code of Laws*, § 34-31-20(B) (2020) (Legal rate of interest) *South Carolina Legislature 2020*. [Online] Available: scstatehouse.gov/code/title/34.php. (Accessed October 2020).
- South Carolina Court Rules*, Article VII, Rules 702-705.
- The Supreme Court of South Carolina. *Order 2021-01-04-01*. (Re: interest rate on money decrees and judgments). (January 4, 2021).
- The Supreme Court of South Carolina. *Order 2020-01-06-01*. (Re: interest rate on money decrees and judgments). (January 6, 2020).
- The Supreme Court of South Carolina. *Order 2019-01-04-01*. (Re: interest rate on money decrees and judgments). (January 4, 2019).
- The Supreme Court of South Carolina. *Order 2018-01-04-02*. (Re: interest rate on money decrees and judgments). (January 4, 2018).
- The Supreme Court of South Carolina. *Order 2017-01-04-01*. (Re: interest rate on money decrees and judgments). (January 4, 2017).
- The Supreme Court of South Carolina. *Order 2016-01-04-01*. (Re: interest rate on money decrees and judgments). (January 4, 2016).
- The Supreme Court of South Carolina. *Order 2015-01-02-01*. (Re: interest rate on money decrees and judgments). (January 2, 2015).
- The Supreme Court of South Carolina. *Order 2014-01-03-01*. (Re: interest rate on money decrees and judgments). (January 3, 2014).
- The Supreme Court of South Carolina. *Order 2013-01-03-01*. (Re: interest rate on money decrees and judgments). (January 3, 2013).

The Supreme Court of South Carolina. *Order 2012-01-04-01*. (Re: interest rate on money decrees and judgments). (January 4, 2012).

The Supreme Court of South Carolina. *Order 2011-01-06-01*. (Re: interest rate on money decrees and judgments). (January 6, 2011).

The Supreme Court of South Carolina. *Order 2010-01-04-01*. (Re: interest rate on money decrees and judgments). (January 4, 2010).

The Supreme Court of South Carolina. *Order 2009-01-05-01*. (Re: interest rate on money decrees and judgments). (January 5, 2009).

Thompson, Robert S., *et al. Remedies: Damages, Equity and Restitution, Third Edition*. Newark, New Jersey: LexisNexis, 2003, pp. 14; 524-525.

U.S. Master Tax Guide 2019. Riverwoods, Illinois: CCH Incorporated, 2018, ¶2163.

APPENDIX D –Summary of Losses under the Primary Computational Approach

Row#	Timeframe	Description	Losses	Pre-judgment interest from original transaction date through 3/1/2021	Report paragraph #	Appendix reference
1	2013-2019	Aggregate unexplained cash transfers out of Mrs. Mensch's bank account for the benefit of Sterling Mensch III	\$822,538	\$286,805	14	E
2	2016-2018	Aggregate unexplained transfers out of Mrs. Mensch's bank account to pay credit card balances of Sterling Mensch III	\$2,551	\$567	15	F
3	2011-2018	Unnecessary income taxes resulting from liquidation of General Electric shares by Sterling Mensch III, in excess of that specified for minimum required IRA distributions	\$164,897	\$41,170	16	G
4	2013-2017	Avoidable penalties and interest that were assessed as a result of late payments by Sterling Mensch III of Mrs. Mensch's income tax liabilities	\$13,820	\$3,651	17	H
5	2012-2017	Excessive income taxes for Mrs. Mensch, resulting from the prior failure of Sterling Mensch III to properly itemize deductions for property tax and mortgage interest in each of the years 2011 through 2016	\$24,559	\$10,275	18	I
6	2009-2020	Accrued unpaid rent owed by Sterling Mensch III for his occupancy of 512 New Tarleton Way from January 2009 to August 2020	\$214,000	\$87,770	19	J
7		Total	\$1,242,365	\$430,238		

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
1	Florence Mensch	7059	2/25/2013	\$300.00	SC Teller withdrawal	EX 4 P 0024	2,926	\$174.36
2	Florence Mensch	7059	2/26/2013	\$349.54	Check #5215 written to "Chase"	EX 4 P 0024	2,925	\$203.08
3	Florence Mensch	7059	6/10/2013	\$2,580.00	SC Teller withdrawal	EX 4 P 0028	2,821	\$1,445.66
4	Florence Mensch	7059	7/5/2013	\$200.00	SC Teller withdrawal	EX 4 P 0028	2,796	\$111.07
5	Florence Mensch	7059	3/28/2013	\$300.00	Check #5223 to Cash	EX 4 P 0045 and EX 3 P 118	2,895	\$172.51
6	Florence Mensch	7059	4/2/2013	\$2,722.00	Check #5224 to Sterling Mensch	EX 4 P 0045 and EX 3 P 119	2,890	\$1,562.54
7	Florence Mensch	7059	3/20/2013	\$1,767.89	Check #5220 written to "Chase"	EX 4 P 0045	2,903	\$1,019.41
8	Florence Mensch	7059	4/17/2013	\$1,351.68	Check #5226 Park Sterling Bank	EX 4 P 0065 and EX 3 P 122	2,875	\$771.89
9	Florence Mensch	7059	4/15/2013	\$150.00	Check #5228 written to Cash	EX 4 P 0065 and EX 3 P 121	2,877	\$85.72
10	Florence Mensch	7059	4/15/2013	\$100.00	SC Teller withdrawal	EX 4 P 0065	2,877	\$57.15
11	Florence Mensch	7059	5/29/2013	\$1,486.84	Check #5238 Park Sterling Bank	EX 4 P 0082	2,833	\$836.67
12	Florence Mensch	7059	5/28/2013	\$3,294.00	Check #5243 SR Mensch III (Sterling)	EX 4 P 0082 and EX 3 P 128	2,834	\$1,854.25
13	Florence Mensch	7059	5/9/2013	\$1,406.56	Check #5232 written to "Chase"	EX 4 P 0083	2,853	\$797.09
14	Florence Mensch	7059	5/15/2013	\$200.00	SC Teller withdrawal	EX 4 P 0083	2,847	\$113.10
15	Florence Mensch	7059	5/28/2013	\$300.00	SC Teller withdrawal	EX 4 P 0083	2,834	\$168.88
16	Florence Mensch	7059	7/23/2013	\$500.00	SC Teller withdrawal	EX 4 P 0114	2,778	\$275.90
17	Florence Mensch	7059	8/6/2013	\$2,800.00	Online Transfer to CHK 3259	EX 4 P 0114	2,764	\$1,537.24
18	Florence Mensch	7059	8/6/2013	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0114	2,764	\$549.01
19	Florence Mensch	7059	7/25/2013	\$1,419.02	Online Transfer to CHK 3259	EX 4 P 0114 and EX 4 P 0117	2,776	\$782.44
20	Florence Mensch	7059	8/12/2013	\$3,850.00	Online Transfer to CHK 3259	EX 4 P 0138	2,758	\$2,109.11

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
21	Florence Mensch	7059	8/12/2013	\$2,200.00	Online Transfer to CHK 3259	EX 4 P 0138	2,758	\$1,205.21
22	Florence Mensch	7059	8/13/2013	\$2,299.43	Online Transfer to CHK 3259	EX 4 P 0138	2,757	\$1,259.22
23	Florence Mensch	7059	8/26/2013	\$1,945.00	Online Transfer to CHK 3259	EX 4 P 0138	2,744	\$1,060.10
24	Florence Mensch	7059	8/28/2013	\$2,850.00	Online Transfer to CHK 3259	EX 4 P 0138	2,742	\$1,552.23
25	Florence Mensch	7059	9/3/2013	\$71.85	Online Transfer to CHK 3259	EX 4 P 0138	2,736	\$39.05
26	Florence Mensch	7059	9/3/2013	\$50.71	Online Transfer to CHK 3259	EX 4 P 0138	2,736	\$27.56
27	Florence Mensch	7059	9/6/2013	\$5,167.90	Check #5251 written to "Chase"	EX 4 P 0158	2,733	\$2,805.42
28	Florence Mensch	7059	9/9/2018	\$2,580.00	Customer withdrawal image	EX 4 P 0158	904	\$463.27
29	Florence Mensch	7059	9/9/2013	\$6,068.00	Online Transfer to CHK 3259	EX 4 P 0158	2,730	\$3,290.43
30	Florence Mensch	7059	9/12/2013	\$1,517.00	Online Transfer to CHK 3259	EX 4 P 0158	2,727	\$821.70
31	Florence Mensch	7059	9/13/2013	\$300.00	SC Teller withdrawal	EX 4 P 0158	2,726	\$162.44
32	Florence Mensch	7059	9/23/2013	\$2,850.00	Online Transfer to CHK 3259	EX 4 P 0158	2,716	\$1,537.52
33	Florence Mensch	7059	10/15/2013	\$500.00	SC Teller withdrawal	EX 4 P 0184	2,694	\$267.55
34	Florence Mensch	7059	11/4/2013	\$2,850.00	Online Transfer to CHK 3259	EX 4 P 0184	2,674	\$1,513.74
35	Florence Mensch	7059	11/4/2013	\$1,600.00	SC Teller withdrawal	EX 4 P 0184	2,674	\$849.82
36	Florence Mensch	7059	11/19/2013	\$300.00	SC Teller withdrawal	EX 4 P 0208	2,659	\$158.45
37	Florence Mensch	7059	12/2/2013	\$625.54	Online Transfer to CHK 3259	EX 4 P 0208	2,646	\$328.77
38	Florence Mensch	7059	12/2/2013	\$200.00	Online Transfer to CHK 3259	EX 4 P 0208	2,646	\$105.11
39	Florence Mensch	2007	11/25/2013	\$1,314.04	Online Transfer to CRD 8295	EX 4 P 0209	2,653	\$692.45
40	Florence Mensch	2007	11/27/2013	\$2,850.00	Online Transfer to CHK 3259	EX 4 P 0209	2,651	\$1,500.72
41	Florence Mensch	2007	12/2/2013	\$1,527.38	Online Transfer to CHK 3259	EX 4 P 0209	2,646	\$802.75
42	Florence Mensch	2007	12/11/2013	\$1,130.15	Online Transfer to CRD 8295	EX 4 P 0230	2,637	\$591.96
43	Florence Mensch	7059	12/11/2013	\$100.00	SC Teller withdrawal	EX 4 P 0230	2,637	\$52.38
44	Florence Mensch	7059	12/11/2013	\$100.00	SC Teller withdrawal	EX 4 P 0230	2,637	\$52.38
45	Florence Mensch	7059	1/6/2014	\$3,442.83	Check #5261 written to "Chase"	EX 4 P 0230	2,611	\$1,785.53
46	Florence Mensch	2007	12/26/2013	\$2,001.94	Online Transfer to CHK 3259	EX 4 P 0231	2,622	\$1,042.63
47	Florence Mensch	2007	12/30/2013	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0231	2,618	\$1,040.03
48	Florence Mensch	7059	1/8/2014	\$300.00	SC Teller withdrawal	EX 4 P 0250	2,609	\$155.47
49	Florence Mensch	2007	1/21/2014	\$2,580.00	Online Transfer to CHK 3259	EX 4 P 0251	2,596	\$1,330.36
50	Florence Mensch	2007	1/23/2014	\$1,979.07	Online Transfer to CHK 3259	EX 4 P 0251	2,594	\$1,019.71

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
51	Florence Mensch	2007	1/29/2014	\$2,580.00	Online Transfer to CHK 3259	EX 4 P 0251	2,588	\$1,326.26
52	Florence Mensch	7059	2/5/2014	\$700.00	Online Transfer to CHK 7581	EX 4 P 0274	2,581	\$358.86
53	Florence Mensch	7059	2/19/2014	\$2,850.00	Online Transfer to CHK 3259	EX 4 P 0274	2,567	\$1,453.17
54	Florence Mensch	7059	2/19/2014	\$2,294.12	Online Transfer to CRD 8295	EX 4 P 0274	2,567	\$1,169.73
55	Florence Mensch	2007	2/10/2014	\$8,434.97	Online Transfer to CHK 3259	EX 4 P 0275	2,576	\$4,315.93
56	Florence Mensch	2007	2/24/2014	\$2,580.00	Online Transfer to CHK 3259	EX 4 P 0275	2,562	\$1,312.94
57	Florence Mensch	7059	3/10/2014	\$2,944.65	Online Transfer to CHK 3259	EX 4 P 0294	2,548	\$1,490.31
58	Florence Mensch	7059	3/13/2014	\$968.71	Check #5262 written to "Chase"	EX 4 P 0294	2,545	\$489.70
59	Florence Mensch	2007	3/31/2014	\$5,810.12	Online Transfer to CHK 3259	EX 4 P 0297	2,527	\$2,916.32
60	Florence Mensch	2007	3/31/2014	\$2,309.96	Online Transfer to CHK 3259	EX 4 P 0297	2,527	\$1,159.46
61	Florence Mensch	7059	4/30/2014	\$2,850.00	Online Transfer to CHK 3259	EX 4 P 0322	2,497	\$1,413.54
62	Florence Mensch	7059	5/1/2014	\$1,000.00	SC Teller withdrawal	EX 4 P 0322	2,496	\$495.78
63	Florence Mensch	7059	5/1/2014	\$1,000.00	Online Banking Transfer to "Mensch"	EX 4 P 0322	2,496	\$495.78
64	Florence Mensch	2007	4/15/2014	\$4,252.15	Online Transfer to CRD 8295	EX 4 P 0323	2,512	\$2,121.65
65	Florence Mensch	7059	5/19/2014	\$1,822.30	Online Transfer to CHK 3259	EX 4 P 0346	2,478	\$896.95
66	Florence Mensch	7059	5/28/2014	\$1,362.00	Online Transfer to CHK 3259	EX 4 P 0346	2,469	\$667.95
67	Florence Mensch	7059	5/28/2014	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0346	2,469	\$490.42
68	Florence Mensch	7059	5/29/2014	\$1,500.00	SC Teller withdrawal	EX 4 P 0346	2,468	\$735.33
69	Florence Mensch	7059	6/2/2014	\$750.00	Online Transfer to CHK 3259	EX 4 P 0346	2,464	\$367.07
70	Florence Mensch	2007	5/23/2014	\$2,051.39	Online Transfer to CHK 3259	EX 4 P 0347	2,474	\$1,008.07
71	Florence Mensch	2007	5/28/2014	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0347	2,469	\$1,471.25
72	Florence Mensch	2007	6/4/2014	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0347	2,462	\$978.05
73	Florence Mensch	2007	6/23/2014	\$5,190.00	Online Transfer to CHK 3259	EX 4 P 0369	2,443	\$2,518.46
74	Florence Mensch	2007	6/30/2014	\$811.05	Online Transfer to CHK 3259	EX 4 P 0369	2,436	\$392.44
75	Florence Mensch	7059	7/9/2014	\$1,538.65	Online Transfer to CHK 3259	EX 4 P 0390	2,427	\$741.74
76	Florence Mensch	7059	7/11/2014	\$800.00	Online Transfer to "Mensch"	EX 4 P 0390	2,425	\$385.34
77	Florence Mensch	2007	7/11/2014	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0391	2,425	\$481.68
78	Florence Mensch	2007	7/28/2014	\$4,000.00	Online Transfer to CHK 3259	EX 4 P 0391	2,408	\$1,913.20
79	Florence Mensch	2007	8/6/2014	\$2,200.00	Online Transfer to CHK 3259	EX 4 P 0391	2,399	\$1,048.33
80	Florence Mensch	2007	8/6/2014	\$693.82	Online Transfer to CRD 8295	EX 4 P 0391	2,399	\$330.61

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
81	Florence Mensch	2007	8/25/2014	\$1,107.59	Online Transfer to CHK 3259	EX 4 P 0411	2,380	\$523.60
82	Florence Mensch	2007	9/2/2014	\$1,000.00	Online Transfer to "Mensch"	EX 4 P 0411	2,372	\$471.15
83	Florence Mensch	2007	9/9/2014	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0429	2,365	\$939.52
84	Florence Mensch	2007	9/10/2014	\$700.00	Online Transfer to CHK 3259	EX 4 P 0429	2,364	\$328.69
85	Florence Mensch	2007	9/18/2014	\$3,300.00	Online Transfer to CHK 3259	EX 4 P 0429	2,356	\$1,544.31
86	Florence Mensch	2007	10/28/2014	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0453	2,316	\$920.05
87	Florence Mensch	7059	11/10/2014	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0464	2,303	\$914.89
88	Florence Mensch	2007	11/17/2014	\$700.00	Online Transfer to CHK 3259	EX 4 P 0465	2,296	\$319.24
89	Florence Mensch	2007	11/28/2014	\$2,301.25	Online Transfer to CHK 3259	EX 4 P 0465	2,285	\$1,044.47
90	Florence Mensch	7059	12/31/2014	\$846.04	Online Transfer to CRD 8295	EX 4 P 0490	2,252	\$378.45
91	Florence Mensch	2007	12/15/2014	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0493	2,268	\$450.49
92	Florence Mensch	2007	12/16/2014	\$1,500.00	Online Transfer to CHK 3259	EX 4 P 0493	2,267	\$675.44
93	Florence Mensch	2007	12/23/2014	\$1,500.00	Online Transfer to CHK 3259	EX 4 P 0493	2,260	\$673.36
94	Florence Mensch	2007	12/24/2014	\$2,000.31	Online Transfer to CHK 3259	EX 4 P 0493	2,259	\$897.55
95	Florence Mensch	7059	1/9/2015	\$1,000.00	Online Transfer to "Mensch"	EX 4 P 0518	2,243	\$445.53
96	Florence Mensch	7059	1/12/2015	\$1,000.00	Online Transfer to "Mensch"	EX 4 P 0518	2,240	\$444.93
97	Florence Mensch	7059	1/14/2015	\$2,759.00	Online Transfer to CHK 3259	EX 4 P 0518	2,238	\$1,226.47
98	Florence Mensch	7059	1/20/2015	\$2,500.00	Online Transfer to CHK 3259	EX 4 P 0518	2,232	\$1,108.36
99	Florence Mensch	7059	1/23/2015	\$4,360.71	Online Transfer to CHK 3259	EX 4 P 0518	2,229	\$1,930.69
100	Florence Mensch	7059	1/28/2015	\$1,000.00	Online Transfer to "Mensch"	EX 4 P 0518	2,224	\$441.75
101	Florence Mensch	7059	1/13/2015	\$252.00	Check #5277 written to Denise Kirk	EX 4 P 0518 and 0521	2,239	\$112.07
102	Florence Mensch	7059	1/13/2015	\$105.00	Check #5278 written to Denise Kirk	EX 4 P 0518 and 0521	2,239	\$46.70
103	Florence Mensch	7059	2/10/2015	\$1,107.09	Online banking payment to CRD 8295	EX 4 P 0542	2,211	\$486.20
104	Florence Mensch	7059	2/24/2015	\$1,000.00	Online Transfer to "Mensch"	EX 4 P 0542	2,197	\$436.39
105	Florence Mensch	7059	2/25/2015	\$11,167.43	Online Transfer to CHK 3259	EX 4 P 0542	2,196	\$4,871.14
106	Florence Mensch	7059	2/26/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0542	2,195	\$871.99
107	Florence Mensch	7059	3/2/2015	\$2,272.11	Online Transfer to CHK 3259	EX 4 P 0542	2,191	\$988.82
108	Florence Mensch	7059	3/5/2015	\$4,500.00	Online Transfer to CHK 3259	EX 4 P 0542	2,188	\$1,955.71
109	Florence Mensch	7059	3/16/2015	\$2,000.29	Online Transfer to CHK 3259	EX 4 P 0564	2,177	\$864.96
110	Florence Mensch	7059	3/24/2015	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0564	2,169	\$1,292.49

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
111	Florence Mensch	7059	4/3/2015	\$4,626.91	Online Transfer to CHK 3259	EX 4 P 0564	2,159	\$1,984.21
112	Florence Mensch	7059	4/14/2015	\$2,300.79	Online Transfer to CHK 3259	EX 4 P 0586	2,148	\$981.65
113	Florence Mensch	7059	4/17/2015	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0586	2,145	\$1,278.18
114	Florence Mensch	7059	4/21/2015	\$2,700.00	Online Transfer to CHK 3259	EX 4 P 0586	2,141	\$1,148.22
115	Florence Mensch	7059	4/27/2015	\$4,688.00	Online Transfer to CHK 3259	EX 4 P 0586	2,135	\$1,988.06
116	Florence Mensch	7059	5/7/2015	\$3,245.76	Online Transfer to CHK 3259	EX 4 P 0612	2,125	\$1,370.00
117	Florence Mensch	7059	5/11/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0612	2,121	\$842.59
118	Florence Mensch	7059	5/11/2015	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0612	2,121	\$421.29
119	Florence Mensch	7059	5/18/2015	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0612	2,114	\$1,259.71
120	Florence Mensch	7059	5/20/2015	\$3,465.00	Online Transfer to CHK 3259	EX 4 P 0612	2,112	\$1,453.59
121	Florence Mensch	7059	5/21/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0612	2,111	\$838.62
122	Florence Mensch	7059	5/27/2015	\$3,800.00	Online Transfer to CHK 3259	EX 4 P 0612	2,105	\$1,588.84
123	Florence Mensch	7059	6/3/2015	\$500.00	Online Transfer to "Mensch"	EX 4 P 0612	2,098	\$208.36
124	Florence Mensch	7059	6/10/2015	\$1,803.49	Online Transfer to CHK 3259	EX 4 P 0638	2,091	\$749.05
125	Florence Mensch	7059	6/12/2015	\$2,000.00	Online banking payment to CRD 8295	EX 4 P 0638	2,089	\$829.88
126	Florence Mensch	7059	6/16/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0638	2,085	\$828.29
127	Florence Mensch	7059	6/22/2015	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0638	2,079	\$412.95
128	Florence Mensch	7059	6/22/2015	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0638	2,079	\$412.95
129	Florence Mensch	7059	6/29/2015	\$700.00	Online Transfer to CHK 3259	EX 4 P 0638	2,072	\$288.09
130	Florence Mensch	7059	7/7/2015	\$7,485.42	Online Transfer to CHK 3259	EX 4 P 0638	2,064	\$3,068.82
131	Florence Mensch	7059	7/17/2015	\$4,485.35	Online Transfer to CHK 3259	EX 4 P 0664	2,054	\$1,829.96
132	Florence Mensch	7059	7/20/2015	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0664	2,051	\$1,222.17
133	Florence Mensch	7059	7/27/2015	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0664	2,044	\$406.00
134	Florence Mensch	7059	8/10/2015	\$7,000.00	Online Transfer to CHK 3259	EX 4 P 0690	2,030	\$2,822.53
135	Florence Mensch	7059	8/12/2015	\$3,349.03	Online Transfer to CHK 3259	EX 4 P 0690	2,028	\$1,349.06
136	Florence Mensch	7059	8/20/2015	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0690	2,020	\$401.23
137	Florence Mensch	7059	8/26/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0690	2,014	\$800.08
138	Florence Mensch	7059	9/18/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0718	1,991	\$790.94
139	Florence Mensch	7059	9/23/2015	\$3,349.39	Online Transfer to CHK 3259	EX 4 P 0718	1,986	\$1,321.26
140	Florence Mensch	7059	10/13/2015	\$904.56	Online Transfer to CHK 3259	EX 4 P 0742	1,966	\$353.24

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
141	Florence Mensch	7059	10/16/2015	\$2,485.00	Online Transfer to CHK 3259	EX 4 P 0742	1,963	\$968.93
142	Florence Mensch	7059	10/19/2015	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0742	1,960	\$1,167.94
143	Florence Mensch	7059	10/29/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0742	1,950	\$774.66
144	Florence Mensch	7059	11/9/2015	\$2,904.27	Online Transfer to CHK 3259	EX 4 P 0764	1,939	\$1,118.56
145	Florence Mensch	7059	11/18/2015	\$3,485.00	Online Transfer to CHK 3259	EX 4 P 0764	1,930	\$1,336.00
146	Florence Mensch	7059	11/19/2015	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0764	1,929	\$766.31
147	Florence Mensch	7059	11/23/2015	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0764	1,925	\$382.36
148	Florence Mensch	7059	11/24/2015	\$9,000.00	Online Transfer to CHK 3259	EX 4 P 0764	1,924	\$3,439.48
149	Florence Mensch	7059	12/4/2015	\$2,916.77	Online Transfer to CHK 3259	EX 4 P 0764	1,914	\$1,108.89
150	Florence Mensch	7059	12/14/2015	\$4,167.27	Online Transfer to CHK 3259	EX 4 P 0790	1,904	\$1,576.03
151	Florence Mensch	7059	12/21/2015	\$800.00	SC Teller withdrawal	EX 4 P 0790	1,897	\$301.44
152	Florence Mensch	7059	12/21/2015	\$2,200.00	Online Transfer to CHK 3259	EX 4 P 0790	1,897	\$828.96
153	Florence Mensch	7059	1/8/2016	\$5,284.88	Online Transfer to CHK 3259	EX 4 P 0820	1,879	\$1,972.45
154	Florence Mensch	7059	1/15/2016	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0820	1,872	\$1,115.51
155	Florence Mensch	7059	1/19/2016	\$4,000.00	Online Transfer to CHK 3259	EX 4 P 0820	1,868	\$1,484.16
156	Florence Mensch	7059	2/5/2016	\$6,819.13	Online Transfer to CHK 3259	EX 4 P 0840	1,851	\$2,507.15
157	Florence Mensch	7059	2/10/2016	\$2,450.00	Online Transfer to CHK 3259	EX 4 P 0840	1,846	\$898.34
158	Florence Mensch	7059	2/18/2016	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 0840	1,838	\$1,095.25
159	Florence Mensch	7059	2/22/2016	\$14,000.00	Online Transfer to CHK 3259	EX 4 P 0840	1,834	\$5,100.02
160	Florence Mensch	7059	3/7/2016	\$4,000.00	Online Transfer to CHK 3259	EX 4 P 0840	1,820	\$1,446.03
161	Florence Mensch	7059	3/14/2016	\$9,849.26	Online Transfer to CHK 3259	EX 4 P 0864	1,813	\$3,546.88
162	Florence Mensch	7059	3/24/2016	\$4,200.00	Online Transfer to CHK 3259	EX 4 P 0864	1,803	\$1,504.15
163	Florence Mensch	7059	4/5/2016	\$5,618.55	Online Transfer to CHK 3259	EX 4 P 0864	1,791	\$1,998.78
164	Florence Mensch	7059	4/11/2016	\$3,350.90	Online Transfer to CHK 3259	EX 4 P 0884	1,785	\$1,188.08
165	Florence Mensch	7059	4/14/2016	\$12,000.00	Online Transfer to CHK 3259	EX 4 P 0884	1,782	\$4,247.50
166	Florence Mensch	7059	5/6/2016	\$3,819.03	Online Transfer to CHK 3259	EX 4 P 0908	1,760	\$1,335.09
167	Florence Mensch	7059	5/23/2016	\$2,350.00	Online Transfer to CHK 3259	EX 4 P 0908	1,743	\$813.60
168	Florence Mensch	7059	5/23/2016	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 0908	1,743	\$346.21
169	Florence Mensch	7059	5/26/2016	\$4,000.00	Online Transfer to CHK 3259	EX 4 P 0908	1,740	\$1,382.46
170	Florence Mensch	7059	6/9/2016	\$3,168.87	Online Transfer to CHK 3259	EX 4 P 0928	1,726	\$1,086.40

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
171	Florence Mensch	7059	6/20/2016	\$4,000.00	Online Transfer to CHK 3259	EX 4 P 0928	1,715	\$1,362.60
172	Florence Mensch	7059	6/21/2016	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0928	1,714	\$680.90
173	Florence Mensch	7059	6/24/2016	\$3,325.51	Online Transfer to CHK 3259	EX 4 P 0928	1,711	\$1,130.19
174	Florence Mensch	7059	6/27/2016	\$4,500.00	Online Transfer to CHK 3259	EX 4 P 0928	1,708	\$1,526.67
175	Florence Mensch	7059	7/5/2016	\$8,318.55	Online Transfer to CHK 3259	EX 4 P 0928	1,700	\$2,808.93
176	Florence Mensch	7059	7/11/2016	\$2,315.78	Online Transfer to CHK 3259	EX 4 P 0952	1,694	\$779.21
177	Florence Mensch	7059	7/25/2016	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 0952	1,680	\$667.40
178	Florence Mensch	7059	8/4/2016	\$75,000.00	Online Transfer to CHK 3259	EX 4 P 0952	1,670	\$24,878.41
179	Florence Mensch	2007	8/29/2016	\$300.00	Online banking payment to CRD 9935	EX 4 P 0981	1,645	\$98.02
180	Florence Mensch	7059	11/7/2016	\$50.88	Online banking payment to CRD 9935	EX 4 P 1048	1,575	\$15.92
181	Florence Mensch	7059	11/28/2016	\$5,025.25	Online Transfer to CHK 3259	EX 4 P 1048	1,554	\$1,551.15
182	Florence Mensch	7059	12/19/2016	\$6,433.92	Online Transfer to CHK 3259	EX 4 P 1074	1,533	\$1,959.13
183	Florence Mensch	7059	12/19/2016	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 1074	1,533	\$304.50
184	Florence Mensch	7059	1/17/2017	\$7,414.30	Online Transfer to CHK 3259	EX 4 P 1100	1,504	\$2,214.94
185	Florence Mensch	7059	1/24/2017	\$11,000.00	Online Transfer to CHK 3259	EX 4 P 1100	1,497	\$3,270.84
186	Florence Mensch	7059	1/30/2017	\$5,000.00	Online Transfer to CHK 3259	EX 4 P 1100	1,491	\$1,480.79
187	Florence Mensch	7059	1/30/2017	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 1100	1,491	\$592.31
188	Florence Mensch	7059	2/6/2017	\$1,637.42	Online Transfer to CHK 3259	EX 4 P 1126	1,484	\$482.66
189	Florence Mensch	7059	2/8/2017	\$12,996.03	Online Transfer to CHK 3259	EX 4 P 1126	1,482	\$3,825.64
190	Florence Mensch	7059	2/21/2017	\$4,925.69	Online Transfer to CHK 3259	EX 4 P 1126	1,469	\$1,437.25
191	Florence Mensch	7059	3/9/2017	\$2,813.36	Online Transfer to CHK 3259	EX 4 P 1141	1,453	\$811.96
192	Florence Mensch	7059	3/9/2017	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 1141	1,453	\$288.61
193	Florence Mensch	7059	3/31/2017	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 1141	1,431	\$852.72
194	Florence Mensch	7059	5/2/2017	\$35,271.43	Online Transfer to CHK 3259	EX 4 P 1156	1,399	\$9,801.34
195	Florence Mensch	2007	6/27/2017	\$400.00	Online banking payment to CRD 7061	EX 4 P 1185	1,343	\$106.70
196	Florence Mensch	7059	7/7/2017	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 1203	1,333	\$264.77
197	Florence Mensch	7059	7/11/2017	\$12,641.63	Online Transfer to CHK 3259	EX 4 P 1203	1,329	\$3,337.13
198	Florence Mensch	7059	7/18/2017	\$1,000.00	Online Transfer to CHK 3259	EX 4 P 1203	1,322	\$262.59
199	Florence Mensch	7059	8/7/2017	\$1,413.18	Online Transfer to CHK 3259	EX 4 P 1203	1,302	\$365.47
200	Florence Mensch	7059	10/10/2017	\$5,682.45	Online Transfer to CHK 3259	EX 4 P 1253	1,238	\$1,397.34

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
201	Florence Mensch	7059	10/30/2017	\$28,000.00	Online Transfer to CHK 3259	EX 4 P 1253	1,218	\$6,774.08
202	Florence Mensch	7059	11/13/2017	\$1,000.00	Online Transfer to "Mensch"	EX 4 P 1271	1,204	\$239.15
203	Florence Mensch	7059	12/11/2017	\$400.00	Online banking payment to CRD 7061	EX 4 P 1291	1,176	\$93.44
204	Florence Mensch	7059	2/26/2018	\$700.00	Online Transfer to "Mensch"	EX 4 P 1321	1,099	\$152.81
205	Florence Mensch	7059	5/18/2018	\$7,385.00	Online Transfer to CHK 3259	EX 4 P 1363	1,018	\$1,493.29
206	Florence Mensch	7059	6/19/2018	\$5,500.00	Online Transfer to CHK 3259	EX 4 P 1375	986	\$1,077.17
207	Florence Mensch	7059	7/6/2018	\$6,206.71	Online Transfer to CHK 3259	EX 4 P 1375	969	\$1,194.62
208	Florence Mensch	7059	7/13/2018	\$3,002.40	Online Transfer to CHK 3259	EX 4 P 1391	962	\$573.70
209	Florence Mensch	7059	7/16/2018	\$5,000.00	Online Transfer to CHK 3259	EX 4 P 1391	959	\$952.43
210	Florence Mensch	7059	7/17/2018	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 1391	958	\$380.58
211	Florence Mensch	7059	7/23/2018	\$12,000.00	Online Transfer to CHK 3259	EX 4 P 1391	952	\$2,269.15
212	Florence Mensch	7059	7/27/2018	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 1391	948	\$564.90
213	Florence Mensch	7059	8/16/2018	\$3,437.85	Online Transfer to CHK 3259	EX 4 P 1415	928	\$633.69
214	Florence Mensch	7059	8/20/2018	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 1415	924	\$550.60
215	Florence Mensch	7059	8/20/2018	\$8,500.00	Online Transfer to CHK 3259	EX 4 P 1415	924	\$1,560.04
216	Florence Mensch	7059	8/23/2018	\$500.00	Online Transfer to CHK 3259	EX 4 P 1415	921	\$91.47
217	Florence Mensch	7059	8/27/2018	\$6,000.00	Online Transfer to CHK 3259	EX 4 P 1415	917	\$1,092.86
218	Florence Mensch	7059	9/4/2018	\$1,400.00	Online banking payment to CRD 7061	EX 4 P 1415	909	\$252.78
219	Florence Mensch	7059	9/7/2018	\$5,037.24	Online Transfer to CHK 3259	EX 4 P 1429	906	\$906.50
220	Florence Mensch	7059	9/14/2018	\$4,000.00	Online Transfer to CHK 3259	EX 4 P 1429	899	\$714.27
221	Florence Mensch	7059	9/25/2018	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 1429	888	\$529.15
222	Florence Mensch	7059	10/3/2018	\$4,435.94	Online Transfer to CHK 3259	EX 4 P 1429	880	\$775.38
223	Florence Mensch	7059	10/12/2018	\$3,400.00	Online Transfer to CHK 3259	EX 4 P 1445	871	\$588.22
224	Florence Mensch	7059	10/15/2018	\$1,606.08	Online Transfer to CHK 3259	EX 4 P 1445	868	\$276.91
225	Florence Mensch	7059	10/22/2018	\$4,995.00	Online Transfer to CHK 3259	EX 4 P 1445	861	\$854.25
226	Florence Mensch	7059	10/23/2018	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 1445	860	\$341.64
227	Florence Mensch	7059	10/30/2018	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 1445	853	\$508.29
228	Florence Mensch	7059	11/13/2018	\$1,436.65	Online Transfer to CHK 3259	EX 4 P 1459	839	\$239.42
229	Florence Mensch	7059	11/13/2018	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 1459	839	\$499.95
230	Florence Mensch	7059	11/19/2018	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 1459	833	\$330.92

APPENDIX E—Unexplained outgoing cash transfers for the benefit of Sterling Mensch III, 2013-2019 (continued)

Line #	BOA Account Name	BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre-judgment Interest
231	Florence Mensch	7059	11/21/2018	\$3,000.00	Online Transfer to CHK 3259	EX 4 P 1459	831	\$495.18
232	Florence Mensch	7059	11/26/2018	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 1459	826	\$328.14
233	Florence Mensch	7059	12/12/2018	\$6,436.27	Online Transfer to CHK 3259	EX 4 P 1473	810	\$1,035.53
234	Florence Mensch	7059	12/18/2018	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 1473	804	\$319.40
235	Florence Mensch	7059	12/24/2018	\$5,000.00	Online Transfer to CHK 3259	EX 4 P 1473	798	\$792.53
236	Florence Mensch	7059	12/27/2018	\$2,000.00	Online Transfer to CHK 3259	EX 4 P 1473	795	\$315.82
237	Florence Mensch	7059	12/31/2018	\$5,000.00	Online Transfer to CHK 3259	EX 4 P 1473	791	\$785.58
238	Florence Mensch	7059	1/7/2019	\$3,433.74	Online Transfer to CHK 3259	EX 4 P 1473	784	\$534.72
239	Florence Mensch	7059	1/16/2019	\$13,500.00	Online Transfer to CHK 3259	EX 4 P 1487	775	\$2,078.17
240	Florence Mensch	7059	2/13/2019	\$1,436.50	Online Transfer to CHK 3259	EX 4 P 1501	747	\$213.14
241	Florence Mensch	7059	2/19/2019	\$400.00	Online Transfer to CHK 3259	EX 4 P 1501	741	\$58.87
Total Losses				\$822,538.47	Total Pre-judgment Interest			\$286,805.08

Daily pre-judgment interest rate 0.00019863
Interest accrual ending date 3/1/2021

APPENDIX F - Aggregate transfers out of Mrs. Mensch's bank account to pay credit card balances of Sterling Mensch III

Line #	Florence Mensch BOA Account #	Date of Entry	Amount of Debit	Description	Bates #	Elapsed Days to 3/1/2021	Pre- judgment Interest
1	██████████ 2007	8/29/2016	\$300.00	Online Transfer to BOA Credit Card Account # ██████████ ██████████9935 of Sterling Mensch III	EX 4 P 0981	1,645	\$98.02
2	██████████ 7059	11/7/2016	\$50.88	Online Transfer to BOA Credit Card Account # ██████████ ██████████9935 of Sterling Mensch III	EX 4 P 1056	1,575	\$15.92
3	✓ ██████████ 2007	6/27/2017	\$400.00	Online Transfer to BOA Credit Card Account # ██████████ ██████████7061 of Sterling Mensch III	EX 4 P 1185	1,343	\$106.70
4	██████████ 7059	12/11/2017	\$400.00	Online Transfer to BOA Credit Card Account # ██████████ ██████████9935 of Sterling Mensch III	EX 4 P 1291	1,176	\$93.44
5	██████████ 7059	9/4/2018	\$1,400.00	Online Transfer to BOA Credit Card Account # ██████████ ██████████9935 of Sterling Mensch III	EX 4 P 1415	909	\$252.78
		Total	\$2,550.88				\$566.86

APPENDIX G - Unnecessary income taxes resulting from liquidation of General Electric shares by Sterling Mensch III, in excess of that specified for minimum required IRA distributions

Date of share dissipation	Number of shares dissipated	Income tax on IRA distributions in excess of "required minimum distribution"	Date of payment of excess income tax	Days elapsed to March 1, 2021	Pre-judgment interest on excess income tax
9/8/2011	64	\$330	4/15/2012	3,242	\$213
4/16/2012	538	\$3,380	4/15/2013	2,877	\$1,932
12/4/2015	2,591	\$26,002	4/15/2016	1,781	\$9,198
1/1/2016	4,976	\$78,670	4/15/2017	1,416	\$22,127
3/20/2018	13,507	\$56,515	4/15/2019	686	\$7,701
Totals		<u>\$164,897</u>			<u>\$41,170</u>

APPENDIX H - Avoidable penalties and interest that were assessed as a result of late payments by Sterling Mensch III of Mrs. Mensch's income tax liabilities

Line #	Description	Amount	Bates Page #	Due Date	Elapsed Days to March 1, 2021	Pre-judgment interest
1	2012 Federal Income Tax Penalty	\$250.00	EX 17 P 007	4/24/2013	2,868	142.42
2	2012 S.C. State income tax, underpayment of estimates penalty	\$46.00	EX 17 P 025	4/24/2013	2,868	26.20
3	2013 Federal Income Tax Penalty	\$57.00	EX 18 P 024	4/9/2014	2,518	28.51
4	2013 S.C. State income tax, underpayment of estimates penalty	\$36.00	EX 18 P 044	4/9/2014	2,518	18.01
5	2014 Federal Income Tax Form 2210 Penalty	\$382.00	EX 19 P 035	10/18/2016	1,595	121.02
6	2014 S.C. State income tax, underpayment of estimates penalty	\$79.00	EX 19 P 023	4/14/2015	2,148	33.71
7	2015 Federal Income Tax Form 2210 Penalty	\$38.00	EX 20 P 022	10/15/2016	1,598	12.06
8	2015 S.C. State income tax, underpayment of estimates penalty	\$105.00	EX 20 P 001	10/15/2016	1,598	33.33
9	2015 Federal Income Tax Interest Penalty	\$677.87	EX 21 P 018	11/14/2016	1,568	211.12
10	2015 S.C. State Income Tax Penalty	\$483.42	EX 21 P 013	10/26/2016	1,587	152.39
11	2015 S.C. State Income Tax Interest penalty	\$250.88	EX 21 P 013	10/26/2016	1,587	79.08
12	2016 Federal Income Tax Failure to Pay Penalty	\$2,280.00	EX 21 P 026 and 034	10/16/2017	1,232	557.94
13	2016 Federal Income Tax Late Filing Interest Penalty	\$1,327.00	EX 21 P 026 and 034	10/16/2017	1,232	324.73
14	2016 Federal Income Tax Form 2210 Penalty	\$418.00	EX 21 P 026 and 034	10/16/2017	1,232	102.29
15	2016 S.C. State Income Tax Failure to Pay Penalty	\$727.00	EX 21 P 067 and 60	10/16/2017	1,232	177.91
16	2016 S.C. State Income Tax Failure to Pay Penalty	\$6,059.00	EX 21 P 067 and 60	10/16/2017	1,232	1,482.71
17	2016 S.C. State Income Tax Interest penalty	\$604.00	EX 21 P 067 and 60	10/16/2017	1,232	147.81
		<u>\$13,820.17</u>				<u>\$3,651.24</u>

APPENDIX I - Excessive income taxes for Mrs. Mensch, resulting from the prior failure of Sterling Mensch III to properly itemize deductions for property tax and mortgage interest in each of the years 2011 through 2016

Tax return year	2011	2012	2013	2014	2015	2016	Total
Date of overpayment	4/17/2012	4/15/2013	4/15/2014	4/15/2015	10/15/2016	10/16/2017	
Days elapsed to 3/1/2021	3,240	2,877	2,512	2,147	1,598	1,232	
Tax overpayment amount	\$5,130	\$2,030	\$490	\$5,636	\$5,597	\$5,676	<u>\$24,559</u>
Pre-judgment interest	\$3,301	\$1,160	\$244	\$2,404	\$1,777	\$1,389	<u>\$10,275</u>

APPENDIX J - Accrued unpaid rent owed by Sterling Mensch III for his occupancy of 512 New Tarleton Way from January 2009 to August 2020

Line #	Rent Due Date	Amount	Days Elapsed to 3/1/2021	Pre-judgment Interest
1	1/1/2009	\$1,000	4,442	\$882.31
2	2/1/2009	\$1,000	4,411	\$876.16
3	3/1/2009	\$1,000	4,383	\$870.60
4	4/1/2009	\$1,000	4,352	\$864.44
5	5/1/2009	\$1,000	4,322	\$858.48
6	6/1/2009	\$1,000	4,291	\$852.32
7	7/1/2009	\$1,000	4,261	\$846.36
8	8/1/2009	\$1,000	4,230	\$840.20
9	9/1/2009	\$1,000	4,199	\$834.05
10	10/1/2009	\$1,000	4,169	\$828.09
11	11/1/2009	\$1,000	4,138	\$821.93
12	12/1/2009	\$1,000	4,108	\$815.97
13	1/1/2010	\$1,100	4,077	\$890.80
14	2/1/2010	\$1,100	4,046	\$884.02
15	3/1/2010	\$1,100	4,018	\$877.90
16	4/1/2010	\$1,100	3,987	\$871.13
17	5/1/2010	\$1,100	3,957	\$864.58
18	6/1/2010	\$1,100	3,926	\$857.80
19	7/1/2010	\$1,100	3,896	\$851.25
20	8/1/2010	\$1,100	3,865	\$844.48
21	9/1/2010	\$1,100	3,834	\$837.70
22	10/1/2010	\$1,100	3,804	\$831.15
23	11/1/2010	\$1,100	3,773	\$824.37
24	12/1/2010	\$1,100	3,743	\$817.82
25	1/1/2011	\$1,200	3,712	\$884.78
26	2/1/2011	\$1,200	3,681	\$877.39
27	3/1/2011	\$1,200	3,653	\$870.71
28	4/1/2011	\$1,200	3,622	\$863.33
29	5/1/2011	\$1,200	3,592	\$856.17
30	6/1/2011	\$1,200	3,561	\$848.79
31	7/1/2011	\$1,200	3,531	\$841.64
32	8/1/2011	\$1,200	3,500	\$834.25
33	9/1/2011	\$1,200	3,469	\$826.86
34	10/1/2011	\$1,200	3,439	\$819.71
35	11/1/2011	\$1,200	3,408	\$812.32
36	12/1/2011	\$1,200	3,378	\$805.17
37	1/1/2012	\$1,300	3,347	\$864.26
38	2/1/2012	\$1,300	3,316	\$856.25
39	3/1/2012	\$1,300	3,287	\$848.77
40	4/1/2012	\$1,300	3,256	\$840.76

APPENDIX J - Accrued unpaid rent owed by Sterling Mensch III for his occupancy of 512 New Tarleton Way from January 2009 to August 2020 (continued)

Line #	Rent Due Date	Amount	Days Elapsed to 3/1/2021	Pre-judgment Interest
41	5/1/2012	\$1,300	3,226	\$833.01
42	6/1/2012	\$1,300	3,195	\$825.01
43	7/1/2012	\$1,300	3,165	\$817.26
44	8/1/2012	\$1,300	3,134	\$809.26
45	9/1/2012	\$1,300	3,103	\$801.25
46	10/1/2012	\$1,300	3,073	\$793.51
47	11/1/2012	\$1,300	3,042	\$785.50
48	12/1/2012	\$1,300	3,012	\$777.76
49	1/1/2013	\$1,400	2,981	\$828.96
50	2/1/2013	\$1,400	2,950	\$820.34
51	3/1/2013	\$1,400	2,922	\$812.56
52	4/1/2013	\$1,400	2,891	\$803.94
53	5/1/2013	\$1,400	2,861	\$795.59
54	6/1/2013	\$1,400	2,830	\$786.97
55	7/1/2013	\$1,400	2,800	\$778.63
56	8/1/2013	\$1,400	2,769	\$770.01
57	9/1/2013	\$1,400	2,738	\$761.39
58	10/1/2013	\$1,400	2,708	\$753.05
59	11/1/2013	\$1,400	2,677	\$744.43
60	12/1/2013	\$1,400	2,647	\$736.08
61	1/1/2014	\$1,500	2,616	\$779.42
62	2/1/2014	\$1,500	2,585	\$770.19
63	3/1/2014	\$1,500	2,557	\$761.85
64	4/1/2014	\$1,500	2,526	\$752.61
65	5/1/2014	\$1,500	2,496	\$743.67
66	6/1/2014	\$1,500	2,465	\$734.43
67	7/1/2014	\$1,500	2,435	\$725.50
68	8/1/2014	\$1,500	2,404	\$716.26
69	9/1/2014	\$1,500	2,373	\$707.02
70	10/1/2014	\$1,500	2,343	\$698.09
71	11/1/2014	\$1,500	2,312	\$688.85
72	12/1/2014	\$1,500	2,282	\$679.91
73	1/1/2015	\$1,600	2,251	\$715.39
74	2/1/2015	\$1,600	2,220	\$705.53
75	3/1/2015	\$1,600	2,192	\$696.64
76	4/1/2015	\$1,600	2,161	\$686.78
77	5/1/2015	\$1,600	2,131	\$677.25
78	6/1/2015	\$1,600	2,100	\$667.40
79	7/1/2015	\$1,600	2,070	\$657.86
80	8/1/2015	\$1,600	2,039	\$648.01

APPENDIX J - Accrued unpaid rent owed by Sterling Mensch III for his occupancy of 512 New Tarleton Way from January 2009 to August 2020 (continued)

Line #	Rent Due Date	Amount	Days Elapsed to 3/1/2021	Pre-judgment Interest
81	9/1/2015	\$1,600	2,008	\$638.16
82	10/1/2015	\$1,600	1,978	\$628.62
83	11/1/2015	\$1,600	1,947	\$618.77
84	12/1/2015	\$1,600	1,917	\$609.24
85	1/1/2016	\$1,700	1,886	\$636.85
86	2/1/2016	\$1,700	1,855	\$626.38
87	3/1/2016	\$1,700	1,826	\$616.59
88	4/1/2016	\$1,700	1,795	\$606.12
89	5/1/2016	\$1,700	1,765	\$595.99
90	6/1/2016	\$1,700	1,734	\$585.52
91	7/1/2016	\$1,700	1,704	\$575.39
92	8/1/2016	\$1,700	1,673	\$564.92
93	9/1/2016	\$1,700	1,642	\$554.46
94	10/1/2016	\$1,700	1,612	\$544.33
95	11/1/2016	\$1,700	1,581	\$533.86
96	12/1/2016	\$1,700	1,551	\$523.73
97	1/1/2017	\$1,800	1,520	\$543.45
98	2/1/2017	\$1,800	1,489	\$532.37
99	3/1/2017	\$1,800	1,461	\$522.36
100	4/1/2017	\$1,800	1,430	\$511.27
101	5/1/2017	\$1,800	1,400	\$500.55
102	6/1/2017	\$1,800	1,369	\$489.46
103	7/1/2017	\$1,800	1,339	\$478.74
104	8/1/2017	\$1,800	1,308	\$467.65
105	9/1/2017	\$1,800	1,277	\$456.57
106	10/1/2017	\$1,800	1,247	\$445.84
107	11/1/2017	\$1,800	1,216	\$434.76
108	12/1/2017	\$1,800	1,186	\$424.04
109	1/1/2018	\$1,900	1,155	\$435.89
110	2/1/2018	\$1,900	1,124	\$424.19
111	3/1/2018	\$1,900	1,096	\$413.63
112	4/1/2018	\$1,900	1,065	\$401.93
113	5/1/2018	\$1,900	1,035	\$390.61
114	6/1/2018	\$1,900	1,004	\$378.91
115	7/1/2018	\$1,900	974	\$367.58
116	8/1/2018	\$1,900	943	\$355.89
117	9/1/2018	\$1,900	912	\$344.19
118	10/1/2018	\$1,900	882	\$332.86
119	11/1/2018	\$1,900	851	\$321.16
120	12/1/2018	\$1,900	821	\$309.84

APPENDIX J - Accrued unpaid rent owed by Sterling Mensch III for his occupancy of 512 New Tarleton Way from January 2009 to August 2020 (continued)

Line #	Rent Due Date	Amount	Days Elapsed to 3/1/2021	Pre-judgment Interest
121	1/1/2019	\$2,000	790	\$313.84
122	2/1/2019	\$2,000	759	\$301.52
123	3/1/2019	\$2,000	731	\$290.40
124	4/1/2019	\$2,000	700	\$278.08
125	5/1/2019	\$2,000	670	\$266.16
126	6/1/2019	\$2,000	639	\$253.85
127	7/1/2019	\$2,000	609	\$241.93
128	8/1/2019	\$2,000	578	\$229.62
129	9/1/2019	\$2,000	547	\$217.30
130	10/1/2019	\$2,000	517	\$205.38
131	11/1/2019	\$2,000	486	\$193.07
132	12/1/2019	\$2,000	456	\$181.15
133	1/1/2020	\$2,000	425	\$168.84
134	2/1/2020	\$2,000	394	\$156.52
135	3/1/2020	\$2,000	365	\$145.00
136	4/1/2020	\$2,000	334	\$132.68
137	5/1/2020	\$2,000	304	\$120.77
138	6/1/2020	\$2,000	273	\$108.45
139	7/1/2020	\$2,000	243	\$96.53
140	8/1/2020	\$2,000	212	\$84.22
Total		<u>\$214,000</u>		<u>\$87,770</u>

APPENDIX K – Summary of Losses under the Alternative Computational Approach

Row#	Timeframe	Description	Losses	Pre-judgment interest from original transaction date through 3/1/2021	Report paragraph #	Appendix reference
1	2013-2019	Aggregate unexplained cash transfers out of Mrs. Mensch's bank account for the benefit of Sterling Mensch III	\$822,538	\$286,805	14	E
2	2016-2018	Aggregate unexplained transfers out of Mrs. Mensch's bank account to pay credit card balances of Sterling Mensch III	\$2,551	\$567	15	F
3	2011-2018	Unnecessary income taxes resulting from liquidation of General Electric shares by Sterling Mensch III, in excess of that specified for minimum required IRA distributions	\$164,897	\$41,170	16	G
4	2013-2017	Avoidable penalties and interest that were assessed as a result of late payments by Sterling Mensch III of Mrs. Mensch's income tax liabilities	\$13,820	\$3,651	17	H
5	2012-2017	Excessive income taxes for Mrs. Mensch, resulting from the prior failure of Sterling Mensch III to properly itemize deductions for property tax and mortgage interest in each of the years 2011 through 2016	\$24,559	\$10,275	18	I
6	2009-2020	Accrued unpaid rent owed by Sterling Mensch III for his occupancy of 512 New Tarleton Way from January 2009 to August 2020	\$214,000	\$87,770	19	J
7		Subtotal	\$1,242,365	\$430,238		
8		Credit for disbursements made for property tax and disbursements made to Park Sterling Bank and to South State Bank, and for corresponding reductions in pre-judgment interest to the figures in row#6 preceding	(\$119,548)	(\$42,279)	26	M
9		Total losses and pre-judgment interest under the alternative approach to loss quantification	\$1,122,817	\$387,959		

Appendix L- Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch

Line#	Date	Transaction Type	Paid To	Amount	Color Code
1	11/29/2013	ATM/Debit card	Walmart	\$ 18.55	purple
2	11/29/2013	ATM/Debit card	Walmart	\$ 13.21	purple
3	12/2/2013	ATM/Debit card	Walmart	\$ 54.55	purple
4	12/30/2013	ATM/Debit card	Transfer from savings	\$ 2,000.00	purple
5	12/26/2013	ATM/Debit card	Walmart	\$ 38.08	purple
6	2/10/2014	ATM/Debit card	CVS Greenville Purchase	\$ 24.03	purple
7	2/18/2014	ATM/Debit card	California Dreaming Grill Greenville	\$ 46.00	purple
8	2/18/2014	ATM/Debit card	CVS Greenville Purchase	\$ 44.23	purple
9	2/22/2014	ATM/Debit card	Clarks purchase	\$ 100.69	purple
10	2/24/2014	ATM/Debit card	Walmart Greenville	\$ 33.15	purple
11	3/31/2014	ATM/Debit card	Publix Super Greer	\$ 43.12	purple
12	4/29/2014	ATM/Debit card	Walmart Super Greenville	\$ 14.66	purple
13	5/30/2014	ATM/Debit card	CVS Greenville Purchase	\$ 43.57	purple
14	6/30/2014	ATM/Debit card	CVS Greenville Purchase	\$ 48.12	purple
15	7/14/2014	ATM/Debit card	Publix Super Greer	\$ 41.51	purple
16	7/28/2014	ATM/Debit card	Publix Super Greer	\$ 38.19	purple
17	8/7/2014	ATM/Debit card	LCA*Labcorp Phone NC	\$ 224.00	purple
18	8/11/2014	ATM/Debit card	Walmart Greenville	\$ 76.19	purple
19	9/8/2014	ATM/Debit card	Bed Bath & B	\$ 93.03	purple
20	9/8/2014	ATM/Debit card	Kohl's Purchase	\$ 137.79	purple
21	9/8/2014	ATM/Debit card	MattFIRM	\$ 315.88	purple
22	10/27/2014	ATM/Debit card	CVS Greenville Purchase	\$ 19.31	purple
23	11/3/2014	ATM/Debit card	CVS Greenville Purchase	\$ 15.15	purple
24	11/17/2014	ATM/Debit card	Bi-lo GRO purchase	\$ 37.91	purple
25	11/26/2014	ATM/Debit card	Walmart Super Greenville	\$ 21.36	purple
26	12/15/2014	ATM/Debit card	Publix Super Greer	\$ 49.74	purple
27	12/22/2014	ATM/Debit card	Walmart Super Greenville	\$ 63.44	purple
28	12/23/2014	ATM/Debit card	Walmart Greenville	\$ 31.24	purple
29	1/12/2015	ATM/Debit card	Walmart Super Greenville	\$ 77.73	purple
30	1/14/2015	ATM/Debit card	Omnicare pharmacy OH	\$ 375.97	purple
31	1/26/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 17.84	purple
32	1/26/2015	ATM/Debit card	Visionworks Greenville	\$ 356.93	purple
33	2/2/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 30.98	purple
34	2/2/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 46.66	purple
35	2/27/2015	ATM/Debit card	Walmart Super Greenville	\$ 151.85	purple
36	3/2/2015	ATM/Debit card	St. Francis Hos	\$ 6.03	purple

**Appendix L– Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
37	3/2/2015	ATM/Debit card	St. Francis Hos	\$ 6.03	purple
38	3/3/2015	ATM/Debit card	Omnicare pharmacy OH	\$ 1,862.57	purple
39	3/5/2015	ATM/Debit card	St. Francis Hos	\$ 19.07	purple
40	3/16/2015	ATM/Debit card	Kohl's Purchase	\$ 119.45	purple
41	3/19/2015	ATM/Debit card	SFPS Geriatric Care Greenville	\$ 38.30	purple
42	3/23/2015	ATM/Debit card	Publix Super Greer	\$ 34.55	purple
43	3/30/2015	ATM/Debit card	Publix Super Greer	\$ 29.68	purple
44	4/1/2015	ATM/Debit card	SFPS Geriatric Care Greenville	\$ 26.91	purple
45	4/3/2015	ATM/Debit card	CVS Greenville Purchase	\$ 105.31	purple
46	4/13/2015	ATM/Debit card	CVS Greenville Purchase	\$ 37.07	purple
47	4/20/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 28.94	purple
48	4/20/2015	ATM/Debit card	Walmart Super Greenville	\$ 42.51	purple
49	5/4/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 9.79	purple
50	5/4/2015	ATM/Debit card	CVS Greenville Purchase	\$ 70.45	purple
51	5/4/2015	ATM/Debit card	Walmart Super Greenville	\$ 20.86	purple
52	5/11/2015	ATM/Debit card	Walmart Super Greenville	\$ 102.49	purple
53	5/18/2015	ATM/Debit card	CVS Greenville Purchase	\$ 77.08	purple
54	5/26/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 21.55	purple
55	5/26/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 18.97	purple
56	5/26/2015	ATM/Debit card	CVS Greenville Purchase	\$ 53.33	purple
57	5/26/2015	ATM/Debit card	CVS Greenville Purchase	\$ 7.94	purple
58	6/22/2015	ATM/Debit card	CVS Greenville Purchase	\$ 54.02	purple
59	6/29/2015	ATM/Debit card	Publix Super Greer	\$ 35.65	purple
60	7/3/2015	ATM/Debit card	Guardian Pharmacy NC	\$ 686.80	purple
61	7/13/2015	ATM/Debit card	Publix Super Greer	\$ 55.21	purple
62	7/27/2015	ATM/Debit card	Walmart Super Greenville	\$ 36.09	purple
63	8/10/2015	ATM/Debit card	Publix Super Greer	\$ 39.27	purple
64	8/17/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 52.24	purple
65	8/17/2015	ATM/Debit card	Walmart Super Greenville	\$ 123.10	purple
66	8/24/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 27.86	purple
67	9/14/2015	ATM/Debit card	Publix Super Greer	\$ 49.63	purple
68	9/21/2015	ATM/Debit card	Publix Super Greer	\$ 48.49	purple
69	10/5/2015	ATM/Debit card	Walmart Super Greenville	\$ 35.44	purple
70	10/13/2015	ATM/Debit card	Walmart Super Greenville	\$ 71.54	purple
71	10/26/2015	ATM/Debit card	Walmart Super Greenville	\$ 55.80	purple
72	11/2/2015	ATM/Debit card	Publix Super Greer	\$ 21.26	purple

**Appendix L- Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
73	11/2/2015	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 41.67	purple
74	11/2/2015	ATM/Debit card	Walmart Greenville	\$ 26.34	purple
75	11/16/2015	ATM/Debit card	Publix Super Greer	\$ 30.51	purple
76	11/27/2015	ATM/Debit card	Bi-lo GRO purchase	\$ 52.93	purple
77	11/30/2015	ATM/Debit card	CVS Greenville Purchase	\$ 57.53	purple
78	11/30/2015	ATM/Debit card	The Walking Co Greenville	\$ 149.95	purple
79	12/11/2015	TLR Cash w/d	Bank of America	\$ 2,000.00	purple
80	12/21/2015	ATM/Debit card	CVS Greenville Purchase	\$ 25.42	purple
81	12/21/2015	ATM/Debit card	CVS Greenville Purchase	\$ 11.17	purple
82	12/21/2015	ATM/Debit card	Publix Super Greer	\$ 22.03	purple
83	1/4/2016	ATM/Debit card	Publix Super Greer	\$ 56.52	purple
84	1/11/2016	ATM/Debit card	CVS Greenville Purchase	\$ 25.42	purple
85	1/11/2016	ATM/Debit card	Walmart Super Greenville	\$ 116.65	purple
86	1/19/2016	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 111.59	purple
87	1/25/2016	ATM/Debit card	CVS Greer	\$ 75.15	purple
88	1/25/2016	ATM/Debit card	Publix Super Greer	\$ 34.28	purple
89	1/25/2016	ATM/Debit card	Walmart Greenville	\$ 47.33	purple
90	2/8/2016	ATM/Debit card	Kohl's Purchase	\$ 66.98	purple
91	2/8/2016	ATM/Debit card	Publix Super Greer	\$ 13.73	purple
92	2/8/2016	ATM/Debit card	Walmart Super Greenville	\$ 26.43	purple
93	2/16/2016	ATM/Debit card	Walmart Greenville	\$ 61.13	purple
94	2/25/2016	ATM/Debit card	CVS Greenville Purchase	\$ 65.42	purple
95	2/29/2016	ATM/Debit card	CVS Greenville Purchase	\$ 18.73	purple
96	3/7/2016	ATM/Debit card	Publix Super Greer	\$ 33.18	purple
97	3/9/2016	ATM/Debit card	CVS Greer	\$ 30.72	purple
98	3/14/2016	ATM/Debit card	CVS Greenville Purchase	\$ 56.20	purple
99	3/28/2016	ATM/Debit card	Bi-lo GRO purchase	\$ 93.77	purple
100	3/28/2016	ATM/Debit card	Walmart Greenville	\$ 89.29	purple
101	4/11/2016	ATM/Debit card	CVS Greenville Purchase	\$ 65.60	purple
102	4/18/2016	ATM/Debit card	cvs greer	\$ 159.15	purple
103	4/18/2016	ATM/Debit card	Walmart Super Greenville	\$ 41.79	purple
104	4/25/2016	ATM/Debit card	Bi-lo GRO purchase	\$ 25.47	purple
105	4/25/2016	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 223.50	purple
106	5/2/2016	ATM/Debit card	Walgreens Greenville	\$ 38.00	purple
107	5/9/2016	ATM/Debit card	Walmart Super Greenville	\$ 81.14	purple
108	5/11/2016	ATM/Debit card	CVS Greenville Purchase	\$ 43.99	purple

**Appendix L– Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
109	6/13/2016	ATM/Debit card	CVS Greenville Purchase	\$ 21.19	purple
110	6/14/2016	ATM/Debit card	CVS Greer	\$ 191.09	purple
111	6/27/2016	ATM/Debit card	Publix Super Greer	\$ 55.76	purple
112	6/27/2016	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 75.42	purple
113	6/27/2016	ATM/Debit card	Visionworks Greenville	\$ 341.20	purple
114	7/5/2016	ATM/Debit card	CVS Greenville Purchase	\$ 141.48	purple
115	7/25/2016	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 37.86	purple
116	8/8/2016	ATM/Debit card	Publix Super Greer	\$ 47.19	purple
117	8/8/2016	ATM/Debit card	Walmart Super Greenville	\$ 118.45	purple
118	8/22/2016	ATM/Debit card	CVS Greer	\$ 61.41	purple
119	8/22/2016	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 65.43	purple
120	9/6/2016	ATM/Debit card	CVS Greenville Purchase	\$ 64.36	purple
121	9/6/2016	ATM/Debit card	Walmart Super Greenville	\$ 38.17	purple
122	9/19/2016	ATM/Debit card	CVS Greenville Purchase	\$ 61.11	purple
123	10/3/2016	ATM/Debit card	CVS Greenville Purchase	\$ 71.80	purple
124	10/3/2016	ATM/Debit card	Publix Super Greer	\$ 29.68	purple
125	10/11/2016	ATM/Debit card	Walmart Super Greenville	\$ 37.64	purple
126	11/1/2016	Check	Hodges and Ballantine	\$ 1,165.00	purple
127	11/25/2016	ATM/Debit card	Bi-lo GRO purchase	\$ 19.90	purple
128	11/25/2016	ATM/Debit card	CVS Greenville Purchase	\$ 20.66	purple
129	12/1/2016	ATM/Debit card	CVS Greenville Purchase	\$ 50.59	purple
130	12/1/2016	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 37.02	purple
131	12/15/2016	ATM/Debit card	The Walking Co Greenville	\$ 148.35	purple
132	12/19/2016	ATM/Debit card	Walmart Super Greenville	\$ 45.10	purple
133	1/6/2017	ATM/Debit card	CVS Greenville Purchase	\$ 20.13	purple
134	1/17/2017	ATM/Debit card	CVS Greenville Purchase	\$ 30.98	purple
135	1/23/2017	ATM/Debit card	Publix Super Greer	\$ 81.37	purple
136	1/30/2017	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 182.96	purple
137	2/6/2017	ATM/Debit card	CVS Greenville Purchase	\$ 37.17	purple
138	2/10/2017	Check	Bon Secours Medical Group	\$ 25.00	purple
139	4/17/2017	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 140.07	purple
140	6/19/2017	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 47.06	purple
141	7/3/2017	ATM/Debit card	Visionworks Greenville	\$ 275.55	purple
142	8/14/2017	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 73.69	purple
143	10/17/2017	Check	Hodges and Ballantine	\$ 439.00	purple
144	12/18/2017	ATM/Debit card	Visionworks Greenville	\$ 272.95	purple

**Appendix L-- Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
145	12/26/2017	ATM/Debit card	Mr. Knickerbocker	\$ 248.01	purple
146	5/7/2018	ATM/Debit card	Senior Care Pharmacy Mint Hill NC	\$ 302.35	purple
147	8/19/2013	ATM/Debit card	Southern Pools	\$ 148.80	yellow
148	8/21/2013	ATM/Debit card	Ace Hardware	\$ 43.92	yellow
149	8/22/2013	ATM/Debit card	Sherwin Williams	\$ 9.61	yellow
150	8/30/2013	ATM/Debit card	Ace Hardware	\$ 23.30	yellow
151	9/9/2013	ATM/Debit card	Landscapers supply	\$ 142.90	yellow
152	9/9/2013	ATM/Debit card	Ace Hardware	\$ 36.96	yellow
153	9/17/2013	Check	Park Sterling Bank	\$ 1,351.45	yellow
154	10/7/2013	Check	River Oaks	\$ 500.00	yellow
155	9/23/2013	ATM/Debit card	Ace Hardware	\$ 156.06	yellow
156	9/23/2013	ATM/Debit card	Lowe's	\$ 69.79	yellow
157	9/23/2013	ATM/Debit card	Walmart	\$ 15.64	yellow
158	10/21/2013	ATM/Debit card	Lowe's	\$ 44.29	yellow
159	10/21/2013	ATM/Debit card	Lowe's	\$ 21.51	yellow
160	10/28/2013	ATM/Debit card	Ace Hardware	\$ 29.95	yellow
161	10/28/2013	ATM/Debit card	Ace Hardware	\$ 23.99	yellow
162	10/28/2013	ATM/Debit card	Ace Hardware	\$ 65.14	yellow
163	10/29/2013	ATM/Debit card	Ace Hardware	\$ 23.83	yellow
164	10/30/2013	ATM/Debit card	Ace Hardware	\$ 87.19	yellow
165	10/31/2013	ATM/Debit card	Sherwin-Williams	\$ 8.27	yellow
166	10/31/2013	ATM/Debit card	Ace Hardware	\$ 9.87	yellow
167	11/1/2013	ATM/Debit card	Ace Hardware	\$ 14.60	yellow
168	11/4/2013	ATM/Debit card	Ace Hardware	\$ 86.96	yellow
169	11/8/2013	ATM/Debit card	Ace Hardware	\$ 79.03	yellow
170	11/12/2013	ATM/Debit card	Ace Hardware	\$ 27.18	yellow
171	11/12/2013	ATM/Debit card	Ace Hardware	\$ 95.88	yellow
172	10/21/2013	Check	Park Sterling Bank	\$ 1,351.45	yellow
173	10/29/2013	Check	River Oaks	\$ 300.00	yellow
174	11/18/2013	ATM/Debit card	Home Depot	\$ 33.54	yellow
175	11/20/2013	ATM/Debit card	Lowe's	\$ 95.25	yellow
176	12/2/2013	ATM/Debit card	Ace hardware	\$ 51.44	yellow
177	12/2/2013	ATM/Debit card	Home Depot	\$ 28.54	yellow
178	12/2/2013	ATM/Debit card	Ace Hardware	\$ 12.20	yellow
179	11/18/2013	Check	Park Sterling Bank	\$ 1,419.02	yellow
180	12/13/2013	Check	Park Sterling Bank	\$ 1,351.45	yellow

**Appendix L— Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
181	12/26/2013	ATM/Debit card	Home Depot	\$ 217.45	yellow
182	12/27/2013	ATM/Debit card	Home Depot	\$ 55.28	yellow
183	12/30/2013	ATM/Debit card	Lowe's	\$ 62.88	yellow
184	1/6/2014	ATM/Debit card	Home Depot	\$ 78.57	yellow
185	1/6/2014	ATM/Debit card	Home Depot	\$ 70.81	yellow
186	1/16/2014	Check	Park Sterling Bank	\$ 1,351.45	yellow
187	2/11/2014	Check	Greenville County Tax Collector	\$ 7,434.97	yellow
188	3/14/2014	Check	Park Sterling Bank	\$ 1,351.45	yellow
189	3/14/2014	Check	Park Sterling Bank	\$ 1,419.02	yellow
190	3/14/2014	Check	River Oaks Recreation Association	\$ 500.00	yellow
191	3/21/2014	ATM/Debit card	Classic Ace hardware purchase	\$ 20.12	yellow
192	3/27/2014	ATM/Debit card	Classic Ace hardware purchase	\$ 44.54	yellow
193	4/7/2014	ATM/Debit card	Lowes Greer	\$ 119.90	yellow
194	4/7/2014	ATM/Debit card	Southern Pools purchase	\$ 150.14	yellow
195	4/25/2014	Check	Park Sterling Bank	\$ 2,702.90	yellow
196	5/27/2014	ATM/Debit card	Lowes Greenville	\$ 58.51	yellow
197	6/2/2014	ATM/Debit card	Classic Ace hardware purchase	\$ 330.03	yellow
198	6/2/2014	ATM/Debit card	Lowe's Greenville	\$ 161.10	yellow
199	6/5/2014	Check	Jay Moore	\$ 1,450.00	yellow
200	6/13/2014	Check	Park Sterling Bank	\$ 1,418.07	yellow
201	7/21/2014	Check	Park Sterling Bank	\$ 1,419.02	yellow
202	8/15/2014	Check	Park Sterling Bank	\$ 1,363.00	yellow
203	8/18/2014	ATM/Debit card	Southern Pools purchase	\$ 97.26	yellow
204	8/25/2014	ATM/Debit card	Home Depot Greenville	\$ 208.31	yellow
205	8/25/2014	ATM/Debit card	Southern Pools purchase	\$ 81.85	yellow
206	8/25/2014	ATM/Debit card	Southern Pools purchase	\$ 25.39	yellow
207	9/2/2014	ATM/Debit card	Lowes Greenville	\$ 31.38	yellow
208	9/8/2014	ATM/Debit card	Home Depot Greenville	\$ 45.62	yellow
209	9/17/2014	Online transfer	PSB Loan Payment	\$ 1,352.50	yellow
210	9/22/2014	ATM/Debit card	Home Depot Greer	\$ 24.21	yellow
211	9/22/2014	ATM/Debit card	Home Depot Greer	\$ 89.16	yellow
212	9/29/2014	ATM/Debit card	Classic Ace hardware purchase	\$ 47.66	yellow
213	10/20/2014	Online transfer	PSB Loan Payment	\$ 1,352.50	yellow
214	11/18/2014	Online transfer	PSB Loan Payment	\$ 1,352.50	yellow
215	12/16/2014	Online transfer	PSB Loan Payment	\$ 1,353.42	yellow
216	1/5/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 44.33	yellow

**Appendix L– Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
217	1/5/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 64.71	yellow
218	1/5/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 93.84	yellow
219	1/15/2015	Online transfer	PSB Loan Payment	\$ 1,353.58	yellow
220	1/22/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 31.78	yellow
221	2/13/2015	ATM/Debit card	home depot Greer	\$ 44.21	yellow
222	3/4/2015	Online transfer	PSB Loan Payment	\$ 2,825.57	yellow
223	3/16/2015	ATM/Debit card	Jeff Lynch appliances	\$ 2,274.76	yellow
224	3/23/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 402.75	yellow
225	3/23/2015	ATM/Debit card	Southern Pools purchase	\$ 100.59	yellow
226	4/8/2015	ATM/Debit card	Southern Pools purchase	\$ 148.24	yellow
227	4/9/2015	Online transfer	PSB Loan Payment	\$ 1,403.00	yellow
228	4/13/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 190.75	yellow
229	4/13/2015	ATM/Debit card	Southern Pools purchase	\$ 74.15	yellow
230	4/20/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 42.29	yellow
231	4/20/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 59.21	yellow
232	4/20/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 33.84	yellow
233	4/20/2015	ATM/Debit card	home depot Greer	\$ 22.14	yellow
234	4/20/2015	ATM/Debit card	home depot Greer	\$ 23.04	yellow
235	4/20/2015	ATM/Debit card	home depot Greer	\$ 30.42	yellow
236	5/19/2015	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
237	6/8/2015	ATM/Debit card	home depot Greer	\$ 139.94	yellow
238	6/8/2015	ATM/Debit card	Southern Pools purchase	\$ 154.55	yellow
239	6/15/2015	Online transfer	PSB Loan Payment	\$ 1,439.06	yellow
240	6/22/2015	ATM/Debit card	home depot Greer	\$ 326.46	yellow
241	7/6/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 127.65	yellow
242	7/13/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 89.55	yellow
243	7/14/2015	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
244	7/27/2015	ATM/Debit card	Home Depot Greenville	\$ 165.09	yellow
245	7/27/2015	ATM/Debit card	Home Depot Greenville	\$ 192.69	yellow
246	7/27/2015	ATM/Debit card	Home Depot Greenville	\$ 65.86	yellow
247	7/27/2015	ATM/Debit card	Home Depot Greenville	\$ 96.77	yellow
248	7/31/2015	ATM/Debit card	home depot Greer	\$ 37.04	yellow
249	8/3/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 26.49	yellow
250	8/3/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 41.31	yellow
251	8/3/2015	ATM/Debit card	Home Depot Greenville	\$ 20.27	yellow
252	8/3/2015	ATM/Debit card	Lowe's Greenville	\$ 584.06	yellow

**Appendix L– Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
253	8/3/2015	ATM/Debit card	Lowe's Greer	\$ 60.62	yellow
254	8/10/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 81.05	yellow
255	8/10/2015	ATM/Debit card	Home Depot Greenville	\$ 75.55	yellow
256	8/10/2015	ATM/Debit card	Lowe's Greenville	\$ 71.28	yellow
257	8/14/2015	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
258	8/17/2015	ATM/Debit card	Classic Ace hardware purchase	\$ 55.10	yellow
259	8/17/2015	ATM/Debit card	home depot Greer	\$ 46.29	yellow
260	8/17/2015	ATM/Debit card	home depot Greer	\$ 30.45	yellow
261	8/24/2015	ATM/Debit card	Gallery of Light Greenville	\$ 578.76	yellow
262	8/24/2015	ATM/Debit card	Southern Pools purchase	\$ 97.26	yellow
263	9/4/2015	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
264	10/7/2015	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
265	11/10/2015	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
266	12/7/2015	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
267	1/11/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
268	2/9/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
269	3/11/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
270	4/5/2016	ATM/Debit card	Aquanut Pool Care	\$ 132.29	yellow
271	4/11/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
272	4/18/2016	ATM/Debit card	Greenville County Property Tax	\$ 7,676.90	yellow
273	5/9/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
274	5/10/2016	ATM/Debit card	Aquanut Pool Care	\$ 26.45	yellow
275	5/17/2016	ATM/Debit card	Aquanut Pool Care	\$ 111.04	yellow
276	6/7/2016	ATM/Debit card	Aquanut Pool Care	\$ 124.82	yellow
277	6/7/2016	ATM/Debit card	Aquanut Pool Care	\$ 32.70	yellow
278	6/10/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
279	6/20/2016	ATM/Debit card	Classic Ace hardware purchase	\$ 217.43	yellow
280	7/11/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
281	8/2/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
282	8/22/2016	ATM/Debit card	Aquanut Pool Care	\$ 1,542.80	yellow
283	9/7/2016	Check	River Oaks Recreation Association	\$ 2,497.32	yellow
284	10/12/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
285	10/17/2016	ATM/Debit card	Aquanut Pool Care	\$ 780.00	yellow
286	11/4/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
287	12/5/2016	ATM/Debit card	Aquanut Pool Care	\$ 750.00	yellow
288	12/9/2016	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow

**Appendix L- Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
289	12/19/2016	Check	River Oaks Recreation Association	\$ 32.77	yellow
290	1/10/2017	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
291	2/7/2017	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
292	2/8/2017	Check	River Oaks Recreation Association	\$ 535.00	yellow
293	2/9/2017	Check	Aquanut Pool Care	\$ 250.00	yellow
294	3/6/2017	ATM/Debit card	Aquanut Pool Care	\$ 400.00	yellow
295	3/10/2017	Online transfer	PSB Loan Payment	\$ 1,402.28	yellow
296	4/6/2017	Online transfer	PSB Loan Payment	\$ 1,402.28	yellow
297	4/7/2017	ATM/Debit card	Intuit Simpsonville SC	\$ 1,571.82	yellow
298	4/10/2017	ATM/Debit card	Lowes Foods Greer	\$ 115.65	yellow
299	4/10/2017	ATM/Debit card	Th Lumber Yard INC Greenville	\$ 231.08	yellow
300	4/10/2017	ATM/Debit card	Woodcraft Greenville	\$ 39.19	yellow
301	4/12/2017	ATM/Debit card	Home Depot Greenville	\$ 336.94	yellow
302	4/12/2017	ATM/Debit card	home depot Greer	\$ 20.08	yellow
303	4/12/2017	ATM/Debit card	Intuit Simpsonville SC	\$ 83.78	yellow
304	4/12/2017	ATM/Debit card	Intuit Simpsonville SC	\$ 1,654.43	yellow
305	4/13/2017	ATM/Debit card	home depot Greer	\$ 22.98	yellow
306	4/14/2017	ATM/Debit card	Woodcraft Greenville	\$ 163.72	yellow
307	4/17/2017	ATM/Debit card	home depot Greer	\$ 252.03	yellow
308	4/17/2017	ATM/Debit card	Th Lumber Yard Greenville	\$ 428.24	yellow
309	4/20/2017	ATM/Debit card	Sherwin Williams	\$ 20.00	yellow
310	4/20/2017	ATM/Debit card	Yoders Building Supply	\$ 209.24	yellow
311	4/20/2017	ATM/Debit card	Yoders Building Supply	\$ 208.50	yellow
312	4/24/2017	ATM/Debit card	Home Depot Greer	\$ 46.25	yellow
313	4/24/2017	ATM/Debit card	Sherwin Williams	\$ 172.64	yellow
314	4/25/2017	ATM/Debit card	Home Depot Greenville	\$ 195.49	yellow
315	4/27/2017	ATM/Debit card	Home depot Greer	\$ 56.99	yellow
316	4/28/2017	ATM/Debit card	Classic Ace hardware purchase	\$ 44.51	yellow
317	5/1/2017	ATM/Debit card	Lowes Greer	\$ 37.52	yellow
318	5/3/2017	ATM/Debit card	Classic Ace hardware purchase	\$ 285.39	yellow
319	5/4/2017	ATM/Debit card	Lowes Greenville	\$ 130.30	yellow
320	5/4/2017	ATM/Debit card	Th Lumber Yard INC Greenville	\$ 95.00	yellow
321	5/5/2017	ATM/Debit card	Classic Ace hardware purchase	\$ 91.12	yellow
322	5/5/2017	ATM/Debit card	Home depot Greer	\$ 42.36	yellow
323	5/5/2017	ATM/Debit card	Home depot Greer	\$ 63.13	yellow
324	5/8/2017	ATM/Debit card	Home depot Greer	\$ 60.69	yellow

**Appendix L— Disbursements Alleged by Sterling Mensch III to be for the Benefit of Florence Mensch
(continued)**

Line#	Date	Transaction Type	Paid To	Amount	Color Code
325	5/8/2017	ATM/Debit card	Intuit Simpsonville SC	\$ 93.94	yellow
326	5/10/2017	ATM/Debit card	Deckstore of SC	\$ 203.82	yellow
327	5/10/2017	Online transfer	PSB Loan Payment	\$ 1,402.28	yellow
328	5/10/2017	ATM/Debit card	Th Lumber Yard INC Greenville	\$ 300.00	yellow
329	5/11/2017	ATM/Debit card	Lowes Greer	\$ 85.85	yellow
330	5/15/2017	ATM/Debit card	Lowes Greenville	\$ 66.80	yellow
331	5/30/2017	ATM/Debit card	Lowes Greer	\$ 471.70	yellow
332	6/7/2017	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
333	6/12/2017	Check	Davis Contracting	\$ 10,262.24	yellow
334	6/29/2017	Check	Johnny Gibson	\$ 2,000.00	yellow
335	6/30/2017	Check	Davis Contracting	\$ 4,064.88	yellow
336	7/10/2017	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
337	8/11/2017	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
338	8/18/2017	ATM/Debit card	Aquanut Pool Care	\$ 1,150.00	yellow
339	9/12/2017	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
340	10/11/2017	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
341	11/13/2017	Online transfer	PSB Loan Payment	\$ 1,703.00	yellow
342	12/12/2017	Online transfer	PSB Loan Payment	\$ 1,703.00	yellow
343	1/11/2018	Check	General Air	\$ 95.00	yellow
344	1/12/2018	Online transfer	PSB Loan Payment	\$ 1,503.00	yellow
345	2/13/2018	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
346	3/13/2018	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
347	3/25/2018	ATM/Debit card	Aquanut Pool Care	\$ 1,556.07	yellow
348	4/12/2018	Online transfer	PSB Loan Payment	\$ 2,003.00	yellow
349	6/21/2018	ATM/Debit card	South State Bank	\$ 1,534.68	yellow
350	7/11/2018	ATM/Debit card	South State Bank	\$ 1,611.41	yellow
351	7/12/2018	Check	General Air	\$ 432.96	yellow
352	7/12/2018	Check	General Air	\$ 225.63	yellow
353	7/16/2018	ATM/Debit card	Aquanut Pool Care	\$ 920.00	yellow
354	8/10/2018	ATM/Debit card	South State Bank	\$ 1,534.68	yellow
355	8/13/2018	ATM/Debit card	Aquanut Pool Care	\$ 949.71	yellow
356	8/13/2018	Check	River Oaks Recreation Association	\$ 1,285.00	yellow
357	8/21/2018	ATM/Debit card	Property tax	\$ 8,090.28	yellow
358	10/11/2018	ATM/Debit card	South State Bank	\$ 1,534.68	yellow
Total				<u>\$ 189,040.89</u>	

Appendix M—Computation of “Offsets” and Associated “Offsets” to Pre-judgment Interest

Line #	Paid to	Date	Offset Amount	Days Elapsed To 3/1/2021	Pre-judgment Interest Offset
1	Park Sterling Bank	9/17/2013	\$1,351.45	2722	\$730.69
2	Park Sterling Bank	10/21/2013	\$1,351.45	2688	\$721.56
3	Park Sterling Bank	11/18/2013	\$1,419.02	2660	\$749.75
4	Park Sterling Bank	12/13/2013	\$1,351.45	2635	\$707.34
5	Park Sterling Bank	1/16/2014	\$1,351.45	2601	\$698.21
6	Park Sterling Bank	3/14/2014	\$1,351.45	2544	\$682.91
7	Park Sterling Bank	3/14/2014	\$1,419.02	2544	\$717.05
8	Park Sterling Bank	4/25/2014	\$2,702.90	2502	\$1,343.27
9	Park Sterling Bank	6/13/2014	\$1,418.07	2453	\$690.94
10	Park Sterling Bank	7/21/2014	\$1,419.02	2415	\$680.69
11	Park Sterling Bank	8/15/2014	\$1,363.00	2390	\$647.05
12	Park Sterling Bank	9/17/2014	\$1,352.50	2357	\$633.20
13	Park Sterling Bank	10/20/2014	\$1,352.50	2324	\$624.34
14	Park Sterling Bank	11/18/2014	\$1,352.50	2295	\$616.55
15	Park Sterling Bank	12/16/2014	\$1,353.42	2267	\$609.44
16	Park Sterling Bank	1/15/2015	\$1,353.58	2237	\$601.44
17	Park Sterling Bank	3/4/2015	\$2,825.57	2189	\$1,228.56
18	Park Sterling Bank	4/9/2015	\$1,403.00	2153	\$599.99
19	Park Sterling Bank	5/19/2015	\$1,503.00	2113	\$630.82
20	Park Sterling Bank	6/15/2015	\$1,439.06	2086	\$596.26
21	Park Sterling Bank	7/14/2015	\$1,503.30	2057	\$614.22
22	Park Sterling Bank	8/14/2015	\$2,003.00	2026	\$806.06
23	Park Sterling Bank	9/4/2015	\$2,003.00	2005	\$797.70
24	Park Sterling Bank	10/7/2015	\$1,503.00	1972	\$588.72
25	Park Sterling Bank	11/10/2015	\$2,003.00	1938	\$771.04
26	Park Sterling Bank	12/7/2015	\$2,003.00	1911	\$760.30
27	Park Sterling Bank	1/11/2016	\$2,003.00	1876	\$746.38
28	Park Sterling Bank	2/9/2016	\$2,003.00	1847	\$734.84
29	Park Sterling Bank	3/11/2016	\$2,003.00	1816	\$722.51
30	Park Sterling Bank	4/11/2016	\$2,003.00	1785	\$710.17

Appendix M–Computation of “Offsets” and Associated “Offsets” to Pre-judgment Interest (continued)

Line #	Paid to	Date	Offset Amount	Days Elapsed To 3/1/2021	Pre-judgment Interest Offset
31	Park Sterling Bank	5/9/2016	\$2,003.00	1757	\$699.03
32	Park Sterling Bank	6/10/2016	\$2,003.00	1725	\$686.30
33	Park Sterling Bank	7/11/2016	\$2,003.00	1694	\$673.97
34	Park Sterling Bank	8/2/2016	\$2,003.00	1672	\$665.22
35	Park Sterling Bank	10/12/2016	\$2,003.00	1601	\$636.97
36	Park Sterling Bank	11/4/2016	\$2,003.00	1578	\$627.82
37	Park Sterling Bank	12/9/2016	\$2,003.00	1543	\$613.89
38	Park Sterling Bank	1/10/2017	\$2,003.00	1511	\$601.16
39	Park Sterling Bank	2/7/2017	\$2,003.00	1483	\$590.02
40	Park Sterling Bank	3/10/2017	\$1,402.28	1452	\$404.43
41	Park Sterling Bank	4/6/2017	\$1,402.28	1425	\$396.91
42	Park Sterling Bank	5/10/2017	\$1,402.28	1391	\$387.44
43	Park Sterling Bank	6/7/2017	\$1,503.00	1363	\$406.91
44	Park Sterling Bank	7/10/2017	\$1,503.00	1330	\$397.06
45	Park Sterling Bank	8/11/2017	\$1,503.00	1298	\$387.51
46	Park Sterling Bank	9/12/2017	\$1,503.00	1266	\$377.95
47	Park Sterling Bank	10/11/2017	\$1,503.00	1237	\$369.30
48	Park Sterling Bank	11/13/2017	\$1,703.00	1204	\$407.27
49	Park Sterling Bank	12/12/2017	\$1,703.00	1175	\$397.46
50	Park Sterling Bank	1/12/2018	\$1,503.00	1144	\$341.53
51	Park Sterling Bank	2/13/2018	\$2,003.00	1112	\$442.42
52	Park Sterling Bank	3/13/2018	\$2,003.00	1084	\$431.28
53	Park Sterling Bank	4/12/2018	\$2,003.00	1054	\$419.34
54	South State Bank	6/21/2018	\$1,534.68	984	\$299.96
55	South State Bank	7/11/2018	\$1,611.41	964	\$308.55
56	South State Bank	8/10/2018	\$1,534.68	934	\$284.71
57	South State Bank	10/11/2018	\$1,534.68	872	\$265.81
58	Property tax	2/11/2014	\$7,434.97	2575	\$3,802.78
59	Property tax	4/18/2016	\$7,676.90	1778	\$2,711.21
60	Property tax	8/21/2018	\$8,090.28	923	\$1,483.24
	TOTAL		\$119,548.15		\$42,279.44

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE IN THE MATTER OF: Estate of Florence Petrak Mensch Shauna M. Waddell, individually and as Personal Representative of the Estate of Florence Petrak Mensch and John R. Mensch, Petitioners, vs. Sterling Raymond Mensch III, individually, as former Personal Representative of the Estate of Florence Petrak Mensch and in his former capacity as Agent under Power of Attorney for Florence Petrak Mensch, Respondent.	IN THE PROBATE COURT CASE NO. 2018ES2302854 MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT ON BEHALF OF PETITIONERS

Petitioners submit the following Memorandum of Law in support of their Motion for Summary Judgment filed February 17, 2021.

FACTUAL AND PROCEDURAL BACKGROUND

Florence Petrak Mensch died on April 26, 2018 in Greenville County, State of South Carolina ("Decedent"). Sterling Raymond Mensch, III, John R. Mensch and Shauna M. Waddell are the biological children of Florence Petrak Mensch and named as equal beneficiaries in Florence P. Mensch's Will, which has been filed with the court.

Respondent, Sterling Raymond Mensch, III, was named as Agent under a Power of Attorney for Florence Mensch in that certain Durable Power of Attorney recorded in the

Greenville County Register of Deeds Office on May 18, 2010 in Deed Book 2372 at Page 3133, attached hereto as Exhibit A and incorporated herein by reference ("Power of Attorney"). During Sterling Mensch's time serving as Agent under Power of Attorney for Florence Mensch he made hundreds of online transfers from Florence Mensch's Bank of America Account ending in 7059, with the bank statements evidencing such transfers included as Exhibit B on the flash drive which has been provided to the Court with this Memorandum and such are incorporated herein by reference. Petitioners request that such account statements for Bank of America account ending in 7059 be admitted into the evidence of this case.

As shown in the Affidavit of John Markel, which is attached hereto as Exhibit C and incorporated herein by reference, the aggregate amount of the online transfers made from Florence Mensch's Bank of America Account ending in 7059 to Sterling Mensch III's Bank of America Account ending in 3259 total **Eight Hundred Twenty-Two Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$822,538.00)**. The account statements for Florence Mensch's Bank of America account ending in 7059 show the transfers to Sterling Mensch's Bank of America Checking Account ending in 3259. The account statements for Sterling Mensch's account ending in 3259 is included on the flash drive which has been provided to the Court, identified on such flash drive as Exhibit D and all such account statements are incorporated herein by reference. Petitioners request the account statements for Sterling Mensch's Bank of America Checking Account ending in 3259 be admitted into the evidence of this case. After Sterling Mensch made these transfers he engaged in a pattern of reckless spending that would make most people blush. By the time of Florence Mensch's death, nearly all of the money transferred had been spent

by Sterling Mensch. The transfers were funded by Sterling Mensch liquidating Florence Mensch's retirement accounts. The account statements for Florence Mensch's retirement accounts formerly held by State Street Global Advisors and subsequently by UBS have been included on the flash drive as Exhibit E and such statements are incorporated herein by reference. Petitioners request the Court admit these statements into the evidence of this case. The transfers made by Respondent from the retirement accounts of Florence Mensch created unnecessary tax liability for Florence Petrak Mensch and her Estate.

Prior to the Court removing Respondent as Personal Representative of the Estate, Respondent listed Florence Petrak Mensch's UBS Retirement Account on the Probate Inventory with a value of \$409,652.44, which is what it would have been had Respondent not transferred \$259,000.00 from the UBS retirement account to Florence Petrak Mensch's checking account three days before Florence Mensch's death. Respondent has admitted this in Petitioners' Requests for Admission attached hereto as Exhibit F, as in response to Petitioners' Request for Admission Number 8, Respondent replied "Admit." The transfers made by Respondent from the retirement accounts of Florence Mensch created unnecessary tax liability for Florence Petrak Mensch and her Estate. Respondent continued the obscene transfers after Florence Mensch's death, and continued his absurd spending as shown in his account statements for Bank of America Checking Account ending in 3259 subsequent to Florence Mensch's death.

Respondent failed to file tax returns for Florence Mensch for years 2017 and 2018, and the taxes which were due have now accrued failure to file penalties, failure to pay penalties and other penalties and interest which continue to accrue to Florence Mensch's Estate. The tax liability was generated as a result of Sterling Mensch taking distributions from Florence

Mensch's retirement account, transferring to Florence Mensch's Bank of America Checking Account ending in 7059 and subsequently transferring the funds to his own Bank of America Checking Account ending in 3259.

Upon Florence Mensch's death April 26, 2018, Respondent delayed opening the Estate and filing the Will with the Probate Court until January 23, 2019. When Shauna Waddell inquired as to why he had not filed the Application for Probate and the Will, Sterling Mensch claimed it was because he had to file taxes. Respondent was appointed Personal Representative of the Estate of Florence Petrak Mensch by this Court on January 23, 2019.

After Florence Petrak Mensch's death, Respondent failed to notify the Company paying Florence Mensch's GE pension that she had passed away, and Respondent continued to remove funds from Florence Petrak Mensch's Bank of America checking account ending in 7059, which included the pension funds that had been wrongfully paid to the account. By the time Sterling Mensch was replaced as Personal Representative by Shauna Waddell, the balance in Florence Mensch's checking account was less than the pension payments her account received after her death. Respondent has subjected the Estate to liability for the pension funds due to Respondent not reporting Florence Mensch's death to GE Pension and taking the pension funds out of Florence Mensch's account for his own personal use.

Pursuant to § 62-8-114 of the South Carolina Power of Attorney Act, Petitioners requested Respondent, Sterling Raymond Mensch III, to provide an accounting of receipts, disbursements and transactions conducted on behalf of the Principal, Florence Petrak Mensch, during his time serving as Agent under a Power of Attorney for Principal, and such provides that the Agent under the Power of Attorney must comply with the request

within thirty (30) days from the date of the request which was made on March 22, 2019. Respondent, Sterling Raymond Mensch, III, failed to comply, or respond with a reason why he needed more time to comply, and therefore has violated § 62-8-114 of the South Carolina Power of Attorney Act. Respondent's failure to respond to Petitioners resulted in the filing of Petitioners' Petition.

Subsequent to the filing of Petitioner's Petition, upon motion by Petitioners for partial summary judgment and to compel, the Court issued an Order dated August 28, 2019, which required Respondent to produce an accounting of all receipts, disbursements and transactions conducted on behalf of the principal from May 17, 2010 until Florence Petrak Mensch's death on April 26, 2018, along with supporting documentation for such, along with an accounting of all probate and non-probate assets. The Order dated August 28, 2019 warned Respondent that there would be severe consequences if he did not comply. Respondent did not produce the information required after the August 28, 2019 Order was issued, and Petitioner's refiled its Motion for Partial Summary Judgment and Motion to Compel in accordance with the August 28, 2019 Order.

Respondent was removed as Personal Representative of the Estate of Florence Petrak Mensch by Order of this Court on December 4th, 2019. The Court stated in its December 4th, 2019 Order, "Due to Respondent's willful failure to comply with the Order dated August 28, 2019, the clear risk of loss to the Estate of Florence Mensch and Respondent's violation of South Carolina Probate Code § 62-3-704 and § 62-3-706, Respondent, Sterling mensch, is hereby removed as Personal Representative of the Estate of Florence Petrak Mensch." The December 4th, 2019 Order again demanded Sterling Mensch to produce an accounting, and stated, "I commend respondent's attorney, Ben Leaphart, for his efforts at

communication with this Client and his efforts in attempting to get his Client to comply with the Court's Order. However, it appears to this Court that Sterling Mensch has disregarded the Court's Order dated August 28, 2019 and has attempted to hide certain information from Petitioners." Respondent did not provide any information after the entry and execution of the December 4th, 2019 Order.

On February 11th, 2020, Respondent's attorney Ben Leaphart filed a Motion to Be Relieved as Counsel stating the following grounds: "based upon the grounds that Sterling Raymond Mensch, III has been uncooperative, non communicative and nonresponsive to the undersigned's numerous request for information to enable the undersigned to properly represent him. In particular Sterling Raymond Mensch, III did not respond to numerous email requests for meetings necessary to properly prepare for the hearing held on November 20, 2019, and in fact failed to appear at such hearing. In addition the undersigned on December 9, 2019 emailed Mr. Mensch the order issued as a result of the hearing and to date the undersigned has had no response or other communication from Sterling Raymond Mensch, III." The Court granted Ben Leaphart's Motion to Be Relieved as Counsel in the Court's Order dated April 1, 2020. At the same hearing, the Court granted Petitioners' Motion to Amend their Complaint and Petitioners' admitted their Complaint to add certain causes of action as Petitioners' had enough information at this point to determine that assets of Florence Mensch and her Estate had been misappropriated by Sterling Mensch.

The Court issued the first Rule and Order to Show Cause on February 19th, 2020. This was to be heard on March 27th, 2020, but was continued due to COVID-19. Respondent did not produce any further information from March 27th, 2020 until the next Rule and

Order to Show Cause was issued by the Court on August 19th, 2020. The Second Rule and Order to Show Cause was issued by this Court on August 19th, 2020, heard on September 2nd, 2020 and an Order issued on September 30th, 2020. The September 30th, 2020 Order demanded that Respondent produce an accounting of transactions which were for the benefit of Florence Petrak Mensch.

This Court's September 30, 2020 Order stated:

This Court orders Sterling Mensch to account for all disbursements made on his mother's behalf regardless of whether such disbursements were from his own bank account or from his mother's bank account. Sterling Mensch had a duty to maintain such records and receipts as Agent under the Power of Attorney for Florence Mensch, and it is still his duty. Further, this Court finds and Orders that as a result of Respondent's transfer of funds from decedent's account (account ending 7059 and 2007) to Respondent's personal account(s) (account ending in 3259 and any other accounts) while accounting as decedent's Power of Attorney, a complete accounting for every subsequent transaction that took place inside of Respondent's account, shall be provided to Petitioners. In providing such accounting, Respondent shall identify each transaction that was made for the direct benefit of Florence Mensch and provide proper receipts and documentation which shows the purpose of the transaction and the funds used to pay for such.

In addition, Sterling Mensch must account for all receipts and disbursements from the Bank of America account of his mother, Florence Mensch, ending in 7059 for the time period following the death of Florence Mensch. As part of this accounting, Sterling Mensch must identify all receipts and expenditures for the benefits of his mother, as to funds received by Sterling Mensch or used by Sterling Mensch from his mother's Bank of America Account ending in 7059 after Florence Mensch's death, and there are allegations that he received at least \$149,000.00 from his mother's account since her passing, as part of the accounting this Court orders Sterling Mensch to provide receipts and identify payees for disbursements made after Florence Mensch's passing and specify which transactions were for the benefit of Florence Mensch or her Estate.

The Court then issued a Third Rule and Order to Show Cause dated December 16th, 2020 due to Respondent not complying with the September 30th, 2020 Order. Prior to the hearing on the Third Rule and Order to Show Cause, Respondent produced a notebook containing certain statements which highlighted transactions which were allegedly for the

benefit of Florence Petrak Mensch. The contents of such notebook are included on the flash drive provided with this Motion identified as Exhibit G and incorporated herein by reference. Petitioners' request the Court to admit these highlighted statements into the evidence of this case.

As noted in the Court's Order dated January 13, 2021, Sterling Mensch did not produce any receipts nor any documentation for any of the transactions, but Respondent's attorney, Devon Puriefoy, did inform Petitioners' counsel that Respondent could not produce any receipts and that no documentation could be obtained via subpoena or other means. Therefore, Respondent has not substantiated any of the amounts he claims were for the benefit of Florence Mensch or the Property located at 512 New Tarleton Way.

The Court issued the Order dated January 13, 2021 in which the Court found that Sterling Mensch had still failed to comply with the September 30th, 2020 Order, even after the Court had given him an additional ten (10) days to comply prior to the issuance of the Third Rule and Order to Show Cause. The Respondent produced some information which they alleged complied with the Order. At this point, through the issuance of subpoena's, and Respondents' production, there was enough information to provide to the forensic accountant to determine the damages and after review of John Markel's Affidavit and Expert Report, Petitioners' filed this Motion for Summary Judgment.

STANDARD OF REVIEW

The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder. *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003). A trial court may properly grant a motion for summary judgment when "the pleadings,

depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRCP. In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the non-moving party. *Worsley Companies, Inc. v. Town of Mount Pleasant*, 339 S.C. 51, 55, 528 S.E.2d 657, 659 (2000). When triable issues exist, those issues must go to the jury. *BPS, Inc. v. Worthy*, 362 S.C. 319, 325, 608 S.E.2d 155, 158 (Ct. App. 2005). “However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” *Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). The court in *Bennett v. Investors Title Ins. Co.* summarized the rule for burden of proof in summary judgment actions:

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. The moving party may discharge the burden of demonstrating the absence of a genuine issue of material fact by pointing out the absence of evidence to support the nonmoving party's case. Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. The nonmoving party must come forward with specific facts showing there is a genuine issue for trial. 370 S.C. 578, 588-89, 635 S.E.2d 649, 654 (Ct. App. 2006).

LAW/ARGUMENT

I. PETITIONERS ARE ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW ON ITS CAUSE OF ACTION FOR PETITION TO REVIEW AGENT'S CONDUCT UNDER POWER OF ATTORNEY AND GRANT APPROPRIATE RELIEF PURSUANT TO §62-8-116 AND §62-8-117 OF THE SOUTH CAROLINA POWER OF ATTORNEY ACT BECAUSE THERE ARE NO GENUINE ISSUES OF MATERIAL FACT.

During his time serving as Agent under Power of Attorney for Florence Petrak Mensch, Sterling Mensch made hundreds of transfers from Florence Petrak Mensch's Bank of America Account ending in 7059 to his own Bank of America Account ending in 3259.

John Markel, owner of Markel Valuation, PC, a public accounting firm specializing in forensic accounting and business valuation in Greenville, South Carolina has reviewed the statements from Bank of America Account ending in 3259 and the statements of Florence Mensch ending in 7059. As shown in the Affidavit of John Markel, the aggregate cash transfers out of Florence Mensch's bank account total **Eight Hundred Twenty-Two Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$822,538.00)**.

Respondent has purported to have provided an accounting in accordance with the Court's Order dated September 30, 2020, and such order is attached hereto as Exhibit H and incorporated herein by reference.

This Court's September 30, 2020 Order states:

This Court orders Sterling Mensch to account for all disbursements made on his mother's behalf regardless of whether such disbursements were from his own bank account or from his mother's bank account. Sterling Mensch had a duty to maintain such records and receipts as Agent under the Power of Attorney for Florence Mensch, and it is still his duty. Further, this Court finds and Orders that as a result of Respondent's transfer of funds from decedent's account (account ending 7059 and 2007) to Respondent's personal account(s) (account ending in 3259 and any other accounts) while accounting as decedent's Power of Attorney, a complete accounting for every subsequent transaction that took place inside of Respondent's

account, shall be provided to Petitioners. In providing such accounting, Respondent shall identify each transaction that was made for the direct benefit of Florence Mensch and provide proper receipts and documentation which shows the purpose of the transaction and the funds used to pay for such.

In addition, Sterling Mensch must account for all receipts and disbursements from the Bank of America account of his mother, Florence Mensch, ending in 7059 for the time period following the death of Florence Mensch. As part of this accounting, Sterling Mensch must identify all receipts and expenditures for the benefits of his mother. as to funds received by Sterling Mensch or used by Sterling Mensch from his mother's Bank of America Account ending in 7059 after Florence Mensch's death, and there are allegations that he received at least \$149,000.00 from his mother's account since her passing, as part of the accounting this Court orders Sterling Mensch to provide receipts and identify payees for disbursements made after Florence Mensch's passing and specify which transactions were for the benefit of Florence Mensch or her Estate.

Following a Third Rule and Order to Show Cause being submitted to the Court, Respondent produced a notebook with certain highlighted transactions which Respondent purported to be the accounting required by the Court. The contents of the notebook produced by Respondent have been produced on flash drive labeled Exhibits, and identified thereon as Exhibit G.

Respondent further asserted that these are the transactions which were for the benefit of Florence Petrak Mensch in its Answers to Petitioner's First Set of Interrogatories and Requests for Production, which are attached hereto as Exhibit I and incorporated herein by reference.

Respondent's response to Interrogatory 49:

49. List all of the online transfers you made from Bank of America Account 7059 to Bank of America Account 3259, including the date of the transfers, the amounts of the transfers, the reason for the transfers and where the money from the transfers is currently

or what it was used to purchase, and specify whether each transfer was for your personal benefit or for the benefit of Florence Mensch.

Objection: Respondent objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome. Notwithstanding the aforementioned objection, Respondent states that the requested information is in possession of Petitioner and is readily available to them. Respondent produced this information in full, on January 1, 2021, to Petitioner through an accounting in compliance with Judge Jennings' Order. Descendant was competent from 2010 till September of 2013. Descendant was in full control of the her accounts and Respondent lacks knowledge for any payment made during that period. From September 2013 to present, Respondent does not recall the reason for all withdrawals of cash. However, Respondent states that some of the reason for the withdraws were as follows: the payments listed in Interrogatory 11, 13, 14, down payment on Respondent's vehicle, Respondent's living expenses, Respondent's travel expenses, furniture, dating application, other personal expenses, Respondent's daughter's wedding, maintenance of the Descendant's home.

Respondent's Response to Interrogatory 50:

50. List the total monetary amount transferred by you via online banking transfers from Bank of America Account 7059 to Bank of America Account 3259 from January of 2011 to March of 2019 and specify what portion was for your benefit and what portion was for the benefit of Florence Petrak Mensch.

Response: Respondent objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome. Notwithstanding the aforementioned objection, Respondent states that the requested information is in

possession of Petitioner and is readily available to them. Respondent produced this information in full, on January 1, 2021, to Petitioner through an accounting in compliance with Judge Jennings' Order.

Respondent states in many of his Responses to the Petitioners' First Set of Interrogatories that, "Respondent produced this information in full, on January 1, 2021, to Petitioner through an accounting in compliance with Judge Jennings' Order."

John Markel has reviewed Respondent's highlighted transactions and made certain determinations as evidenced by the Affidavit of John R. Markel and the Amended Expert Report of John Markel.

In line 22 of John Markel's Expert Report, he states, "I summarized the highlighted line items in an Excel spreadsheet, a copy of which is annexed at Appendix C. I found that there were 358 highlighted line items, representing total disbursements of \$189,040.89. There were 146 line items highlighted in purple (physical care of Mrs. Mensch) that represented disbursements of \$18,116.80. There were 212 line items highlighted in yellow (real estate-related disbursements) that represented disbursements of \$170,924.09." Respondent claims that the \$170,924.09 are expenses incurred on 512 New Tarleton Way. It should be noted that Sterling Mensch has lived at 512 New Tarleton Way since 2009 and has never paid any rent to Florence Mensch. Florence Mensch never lived at 512 New Tarleton Way.

As noted in the Court's Order dated January 13, 2021, Sterling Mensch did not produce any receipts nor any documentation for any of the transactions, but Respondent's attorney, Devon Puriefoy, did inform Petitioners' counsel that Respondent could not produce any receipts and that no documentation could be obtained via subpoena or other means.

Therefore, Respondent has not substantiated any of the amounts he claims were for the benefit of Florence Mensch nor which were allegedly for the Property located at 512 New Tarleton Way.

The aggregate cash transfers out of Florence Mensch's bank account total **Eight Hundred Twenty-Two Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$822,538.00)**.

Of the \$189,040.89 that Sterling Mensch claims was for the benefit of Florence Mensch, the only amounts which should be considered are the payments of property taxes and disbursements made to Park Sterling Bank and to South State Bank for Mortgage Payments, which amounts total \$119,548.00. John Markel calculates an amount for unpaid rent owed by Sterling Mensch for his occupancy of 512 New Tarleton Way from January 2009 to August 2020 to be \$214,000.00. In calculating the amount of damages, an offset of the mortgage payments and property taxes against the rent Sterling Mensch owes the Estate is an appropriate approach to quantifying the actual damages. This calculation is shown in paragraph 11 of John Markel's Affidavit.

In addition to the **Eight Hundred Twenty-Two Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$822,538.00)** in transfers, Sterling Mensch paid his credit cards from Florence Mensch's Bank of America Account ending in 7059 in the amount of \$2,551.00.

Sterling Mensch liquidated Florence Mensch's IRA, particularly her GE Stock and UBS retirement accounts to fund the transfers he made to his own account. Due to this being a taxable IRA, Florence Mensch and her Estate incurred unnecessary income taxes

resulting from liquidation of her IRA by Sterling Mensch III, in excess of the amount specified for minimum required IRA distributions in the amount of \$164,897.00.

In addition, Sterling Mensch failed to notify the GE Pension Fund that Florence Mensch had passed away and transferred the Pension Funds which were wrongfully paid to Florence Mensch's bank account after her death into his own Bank of America Checking Account. Petitioners were to receive an insurance policy from GE which they were forced to turn over to the GE Pension Fund to cover the amounts fraudulently taken by Sterling Mensch. Sterling Mensch has still refused to sign over his portion of the insurance policy and has refused to pay the amount that the GE Pension Fund has demanded be paid back. Sterling Mensch's actions were willful and wanton and therefore Petitioners have requested punitive damages be awarded. The total amount owed to the GE Pension Fund is \$30,158.00.

Sterling Mensch failed to properly itemize deductions for property tax and mortgage interest in each of the years 2011 through 2016 which amounts to \$24,559.00.

Therefore, summary judgment should be granted as to this cause of action and the Estate should be restored to the value that it would have been had the violations not occurred, plus prejudgment interest as outlined in the Affidavit and Expert Report of John Markel.

Respondent's conduct was willful, wanton and in reckless disregard of the Petitioners' rights and therefore Petitioners' request an award of punitive damages, in addition to the actual damages.

II. PETITIONERS ARE ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW ON ITS CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY BECAUSE THERE ARE NO GENUINE ISSUES OF MATERIAL FACT.

As to the cause of action for breach of fiduciary duty, Sterling Mensch clearly had a fiduciary duty to Florence Petrak Mensch as Agent under her Power of Attorney. Sterling Mensch egregiously breached that duty each time he transferred funds from Florence Mensch's bank accounts to his own bank accounts and used the funds for his own benefit. Florence Mensch and her Estate were severely damaged by Respondent's conduct. In addition, Sterling Mensch breached his duty by failing to timely file tax returns for Florence Mensch for years 2013 through 2016 which caused Florence Mensch to incur unnecessary penalties and interest. Sterling Mensch breached his fiduciary duty by failing to file tax returns for 2017 and 2018 despite his accountant, Al Hodges, sending him numerous emails and trying to contact him multiple times to inform Sterling that he needed to file tax returns for Florence Mensch, with such emails attached hereto as Exhibit J.

In addition, Sterling Mensch had a duty to the Petitioners' during his time serving as Personal Representative of the Estate of Florence Mensch. He breached that duty by failing to communicate with Petitioners and refusing to comply with the Court's Orders which has delayed this matter for several years causing the Estate to incur further damages and costing the Estate attorney's fees and costs.

As noted in the Court's Order dated January 13, 2021, Sterling Mensch did not produce any receipts for any of the transactions, but Respondent's attorney, Devon Puriefoy, did inform Petitioners' counsel, that Respondent could not produce any receipts and that no documentation could be obtained via subpoena or other means. Sterling Mensch had a duty

to maintain receipts and keep an accounting of the transactions he engaged in pursuant to the South Carolina Power of Attorney Act and he breached that duty by failing to keep records of his transactions.

Respondent's conduct was willful, wanton and in reckless disregard of the Petitioners' rights and therefore Petitioners' request an award of punitive damages, in addition to the actual damages.

III. PETITIONERS ARE ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW ON ITS CAUSE OF ACTION FOR FRAUDULENT AND NEGLIGENT MISREPRESENTATION AND CONCEALMENT BECAUSE THERE ARE NO GENUINE ISSUES OF MATERIAL FACT.

As to Petitioners' cause of action for Fraudulent and Negligent Misrepresentation and Concealment, Sterling Mensch has misrepresented and/or concealed crucial facts from Petitioners, misrepresented amounts on the Inventory and Appraisement he filed with the Court and attempted to conceal the fact that he took hundreds of thousands of dollars from Florence Mensch.

Sterling Mensch failed to disclose that he was taking money from Florence Mensch's Bank of America checking account which was received from the GE Pension fund after Florence Mensch's death and such has resulted in the Estate being liable for the amounts he took from the GE Pension Fund. Sterling Mensch told Petitioners he was not moving forward with the probate of Florence Mensch's Estate because he was working on her taxes, but in fact, Sterling Mensch never filed taxes for 2017 nor 2018, and refused to communicate with his accountant to make sure such taxes were filed.

In addition, Sterling Mensch failed to notify the GE Pension Fund that Florence Mensch had passed away and transferred the Pension Funds which were wrongfully being paid to Florence Mensch's bank account after her death. Petitioners were to receive an insurance policy from GE which they were forced to turn over to the GE Pension Fund to cover the amounts fraudulently taken by Sterling Mensch. Sterling Mensch has still refused to sign over his portion of the insurance policy and has refused to pay the amount that the GE Pension Fund has demanded be paid back. Sterling Mensch's actions were willful and wanton and therefore Petitioners an award of punitive damages.

Respondent's conduct was willful, wanton and in reckless disregard of the Petitioners' rights and therefore Petitioners' request an award of punitive damages, in addition to the actual damages.

IV. PETITIONERS ARE ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW ON ITS CAUSE OF ACTION FOR CONVERSION BECAUSE THERE ARE NO GENUINE ISSUES OF MATERIAL FACT.

As to Petitioners' cause of action for Conversion, Florence Mensch and her successors in interest, had an interest in Florence Mensch's accounts. Petitioner transferred **Eight Hundred Twenty-Two Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$822,538.00)** from Florence Mensch's accounts to his own accounts and subsequently spent the money for his own use. Sterling Mensch gained control and possession of Florence Mensch's property without her permission and in violation of the Power of Attorney.

Petitioner has admitted that he transferred \$249,000.00 from Florence Mensch's UBS retirement account to Florence Mensch's Bank of America Account three days before she

died. The amount he wrongfully transferred is included in John Markel's Affidavit and Expert Report.

Respondent's conduct was willful, wanton and in reckless disregard of the Petitioners' rights and therefore Petitioners' request an award of punitive damages, in addition to the actual damages.

V. PETITIONERS ARE ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW ON ITS CAUSE OF ACTION FOR NEGLIGENCE BECAUSE THERE ARE NO GENUINE ISSUES OF MATERIAL FACT.

As to Petitioners' cause of action for Negligence, Petitioner clearly had a duty to Florence Mensch and her Estate, and he clearly breached that duty which resulted in damages that were directly caused by the breach. In addition to failing to file tax returns for Florence Mensch in 2017 and 2018, Sterling Mensch failed to invest Florence Mensch's assets in a prudent manner.

As to Florence Mensch's GE Stock Investment, Sterling Mensch failed to diversify her assets. In Florence's GE IRA account, on December 30, 2016, she held 28,742 shares of GE stock. The market price of GE Stock was \$31.60, making her holdings worth \$908,247.20. The share price of GE stock declined sharply between December 30, 2016 and March 20, 2018, the day on which Sterling sold the GE stock for \$14.27 per share. The total proceeds from that sale were \$406,255.80.

Between December 30, 2016 and March 20, 2018 when Sterling eventually sold the GE stock, Shauna Waddell had advised Sterling on numerous occasions that because the share price was declining sharply, he should sell Florence Mensch's shares. Sterling ignored that advice and failed to seek competent financial advice. Also, it should be noted,

that while GE stock was declining sharply in value, the value of Florence's other IRA investment, Elfund Trusts Mutual Funds was increasing. Sterling held onto the investment that was declining sharply and sold the investment that was increasing in value, despite being repeatedly advised by Shauna to do just the opposite. The following shows the price of GE stock decline from December 30, 2016 to March 20, 2018:

GE Stock		
<u>Date</u>	<u>GE Share Price</u>	<u>Bates page</u>
12/30/16	\$31.60	Ex 6 P017
3/31/17	\$29.80	EX 7 P005
6/30/17	\$27.01	EX 7 P009
9/29/17	\$24.18	EX 7 014
12/29/17	\$17.45	EX 7 020
3/20/18 (sold)	\$14.27	EX 8 P005

The balance of Florence Mensch's Elfund Trust account on January 1, 2016 was \$279,819.11. During 2016, Sterling Mensch withdrew \$208,727 from that account. The following shows the performance of the Elfund Trusts Mutual Fund:

Elfund Trusts Mutual Funds (ELFNX)

12/30/16	Elfund Trusts Funds 1-year return:	+6.08%	EX 13 P006
12/29/17	Elfund Trusts Funds 1-year return:	+25.6%	EX 13 P010
1/2/18 – 3/20/18	Elfund Trust share price increase:	+4.6%	yahoo finance

The balance of the Elfund Trusts Mutual Funds Account on January 1, 2017 was \$88,347.69. During 2017, Sterling withdrew \$88,394.78 (EX 13 P010). Sterling was able to withdraw more than the opening balance on January 1, 2017 because the value of the investment increased during the year.

If Sterling Mensch had invested Florence Mensch's assets in a prudent manner, instead of liquidating her retirements accounts and transferring the proceeds to himself, her Estate would be worth several million dollars.

Respondent's conduct was willful, wanton and in reckless disregard of the Petitioners' rights and therefore Petitioners' request an award of punitive damages, in addition to the actual damages.

VI. PETITIONERS ARE ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW ON ITS CAUSE OF ACTION FOR UNJUST ENRICHMENT/MONEY HAD AND RECEIVED BECAUSE THERE ARE NO GENUINE ISSUES OF MATERIAL FACT.

As to Petitioners' cause of action for Unjust Enrichment/Money Had and Received, Respondent used his position as Agent under Power of Attorney for Florence Mensch to remove money from her accounts and transfer such money to his accounts which in equity and good conscience belongs to the Estate of Florence Mensch.

As to Petitioner's cause of action for Constructive Trust, Petitioners' are entitled to a constructive Trust over all the funds which Sterling Mensch transferred to himself from the accounts of Florence Mensch. Due to Sterling Mensch's absurd spending, he has depleted most of the funds which he transferred to his bank account. Petitioners' request a Constructive Trust be imposed over any and all funds still in the name of Sterling Mensch and any funds which he has transferred to others.

VII. ARGUMENT FOR PUNITIVE DAMAGES.

In *Jordan v. Holt*, the Supreme Court set forth factors for punitive damages in by referencing *Gamble v. Stevenson*. *Jordan v. Holt*, 362 S.C. 201 (2005), 608 S.E.2d 129. In *Gamble*, the Court explained the trial court should consider: (1) the defendant's degree of culpability; (2) duration of the conduct; (3) defendant's awareness or concealment; (4) the existence of similar past conduct; (5) likelihood that the award will deter the defendant or others from like conduct; (6) whether the award is reasonably related to the harm likely

to result from such conduct; (7) the defendant's ability to pay; and (8) other factors deemed appropriate. *Gamble v. Stevenson*, 308 S.C. 104, 406 S.E. 2d 350 (1991).

The Defendant's degree of culpability is undeniable as he intentionally transferred the funds from Florence Mensch's checking account to his checking account. He admits to numerous transfers in his responses to Petitioners' Requests for Admission attached hereto as Exhibit E and incorporated herein by reference. The amounts included in the Requests for Admission include the following: \$75,000.00 in one transfer, \$35,721.43 in one transfer, \$28,000.00 in one transfer, \$44,318.39 over seven transfers, \$32,138.48 over seven transfers, \$44,973.44 over seven transfers, \$42,084.79 over four transfers, \$49,737.26 over six transfers and there are numerous other transfers which were not included in the Requests to Admit, but which are clearly shown in Florence Mensch's Bank of America Checking Account statements and in John Markel's Affidavit and Expert Report. Petitioner transferred **Eight Hundred Twenty-Two Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$822,538.00)** from Florence Mensch's accounts to his own accounts and subsequently spent the money for his own use.

Sterling Mensch began making the transfers from Florence Mensch's accounts on August 1, 2013 and continued until February 30, 2019. As stated in detail earlier in this Memorandum, Sterling Mensch attempted to conceal the fact that he had made these transfers by ignoring numerous Orders of this Court demanding that Sterling Mensch produce the accountings. Sterling Mensch also intentionally delayed filing the Will and Application for Probate with the Court, and lied about his reason for the delay. He also misrepresented the amount of the UBS retirement account on the Inventory he filed with

the Court and did not take into account the fact that he had transferred \$259,000.00 from that account three days before Florence Mensch's death.

Instead of showing remorse for what he had done, Sterling Mensch refused to produce any information whatsoever despite the Court issuing at least four court orders demanding that he do so, and warning that there would be severe consequences if he did not. I find it hard to believe that anyone has shown more disrespect to court orders than Sterling Mensch has shown in this case.

Respondent's conduct is shocking in its amount and duration, and this type of conduct is becoming common among individuals serving as Agent under Power of Attorney. Punitive damages are likely to deter this type of conduct if they are severe enough. If the Court only awards actual damages in these types of cases then there is really no reason not to steal a principal's funds as the agent will simply have to reimburse the estate with interest. The message must be sent that this type of conduct will not be tolerated in South Carolina. People need to understand that there will be severe consequences for elder abuse and financial misappropriation of funds of the elderly.

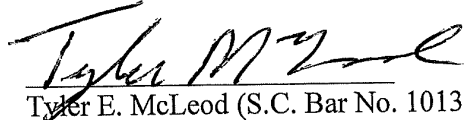
CONCLUSION

Based on the foregoing, Petitioners' request the Court to find liability as to all of Petitioners' causes of action. The grounds for this motion are that there are no genuine issues as to any material facts and that the moving party is entitled to Judgment as a matter of law based upon the above matters. The actual damages in this case are clear and unequivocal, as shown in the Affidavit and Expert Report of John Markel. The only necessary update to John Markel's assessment of damages is to calculate the prejudgment

interest to the date of the Order. Respondent has spent nearly all of the funds he stole from Florence Mensch. Respondent will continue to deplete the funds which should be used to restore the Estate to the amount it would have been absent Respondent's conduct. Petitioners' request a constructive trust over any and all funds remaining in Respondent's possession or control. Petitioners also request the Court to declare that Respondent is not entitled to any share of any remaining funds in the Estate of Florence Mensch. Respondent's conduct was willful, wanton and in reckless disregard of Florence Mensch and the Petitioners' rights and therefore Petitioners request an award of punitive damages.

Respectfully submitted,

Brown, Massey, Evans,
McLeod & Haynsworth, LLC



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Attorneys for Petitioners

March 16, 2021
Greenville, S. C.



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FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, FLORENCE P. MENSCH, a legal resident of the County of Greenville, State of South Carolina, hereby revoke any and all other powers of attorney heretofore made by me, and by these presents do make, constitute and appoint my son, STERLING R. MENSCH, III, as my true and lawful attorney in fact to set in, manage, and conduct all my estate and all my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds, and things, all of which shall be done in a fiduciary capacity:

(1) To buy, receive, lease, accept or otherwise acquire, sell, give, convey, transfer, mortgage, hypothecate, pledge, borrow, quitclaim, or otherwise encumber or dispose of, or to contract or agree for the acquisition, disposal, or encumbrance of any property, real, personal, tangible or intangible, upon such terms, considerations and conditions as my said attorney in fact shall think proper;

(2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my property or any interest therein; to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof;

(3) To make, do, and transact all and every kind of business of whatever nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, social security payments, veteran's administration benefits, demands, debts, taxes and obligations, or any rebate, refund or discount thereon, which may now or hereafter be due, owing or payable by me or to me, and to make disclaimers on my behalf for any inheritance or any other reason;

(4) To make, endorse, negotiate, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, contracts of sale, assignments, agreements, certificates, hypothecations, checks, notes, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient or proper in the premises;

(5) To deposit and withdraw for the purposes hereof, in either my said attorney's name, or my name or jointly in both names, or in my name jointly with another person, in or from any banking or savings institution, money market fund or other investment, any funds, negotiable papers, or moneys which may come into my said attorney's hands as such attorney in fact, or which I now or hereafter may have on deposit, or be entitled to;

(6) To institute, prosecute, protest, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, claims for refund, assessment notices or tax deficiencies, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;

(7) To act as my attorney in fact or proxy in respect to any stocks, shares, bonds, warrants, rights, or other investments, rights, or interests, that I may now or hereafter hold;

(8) To receive, endorse, and collect checks payable to the order of the undersigned drawn on any firm, person, corporation, limited liability company, partnership, or association, or on the treasurer or other fiscal officer of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof;

(9) To make, verify and file federal, state and/or other tax returns of all kinds, claims for refund, requests for extensions of time, make petitions to the tax court or other courts regarding tax matters and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney as needed for federal and state tax purposes, closing agreements of all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority, including receipt of confidential information, and to cause me to be represented in any and all such proceedings;

(10) To transfer any of my assets to my children and my lineal descendants by gift, including to any such person serving as attorney in fact, or to any trust funds of which said persons are beneficiaries, revocable or irrevocable, funded or unfunded; provided, however, that my attorney in fact shall not be authorized to make any gift which incurs federal or state gift tax or to make any gift to one person in any calendar year which exceeds the amount of the federal annual gift tax exclusion under Section 2503(b) of the Internal Revenue Code, as then in effect at the time of the gift;

(11) Subject to the limitations set forth in Paragraph (10) above, to establish trust funds, revocable or irrevocable, funded or unfunded, for the benefit of me, my children and my lineal descendants, and to transfer any of my assets to such trusts;

(12) To have access at any time or times to any safe deposit box rented by me or jointly with another, wherever located, to inventory same, and to remove anything from said safe deposit box, including, but not limited to, my original durable power of attorney; and any institution in which any such safe deposit box may be located is not required to make any inquiry, and shall not incur any liability to me or my estate as a result of permitting my attorney in fact to exercise this power. This power is exercisable without: (a) any contact with or notice to me and/or any interested persons to my estate; (b) any prior court order or authorization; (c) any knowledge of or any prior determination as to my mental or physical capacity or incapacity; (d) any knowledge as to my whereabouts regardless of whether my whereabouts are known or unknown; or (e) any inquiry;

(13) To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death upon my estate; and

(14) To exercise or perform any act, power, duty, right, or obligation whatsoever that I, as principal, now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real, personal, tangible or intangible, or matter whatsoever.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my said attorney in fact.

No person who may act in reliance upon the representations of my attorney in fact for the scope of authority granted to the attorney in fact shall incur any liability as to me or to my estate as a result of permitting the attorney in fact to exercise this authority, nor is any such person who deals with my attorney in fact responsible to determine or ensure the proper application of funds or property.

This power of attorney shall remain in full force and effect until I have revoked it by written instrument. This power of attorney may be amended by me at any time and from time to time by written instrument. Any person named herein as attorney in fact may be removed by written instrument executed by me. If this power of attorney has been recorded in the public records of the County aforesaid, then any revocation, amendment, or removal shall also be recorded in the public records of the County aforesaid. All references to attorney in fact shall include the plural as well as the singular, and the feminine, masculine and neuter genders.

Notwithstanding any provisions herein to the contrary, my attorney in fact shall not satisfy the legal obligations of the attorney in fact out of any property subject to this power of attorney. Except to the extent this power of attorney specifically authorizes gifts to my attorney in fact, my attorney in fact may not exercise this power in favor of the attorney, the attorney's estate, the attorney's creditors, or the creditors of the attorney's estate.

Notwithstanding any provision herein to the contrary, my attorney in fact shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of my attorney in fact, and (b) any trust created by my attorney in fact as to which I am a trustee.

Notwithstanding any provision herein to the contrary, this power of attorney shall not revoke, or be deemed to revoke, any health care powers of attorney heretofore made by me.

By this power of attorney I am giving and granting unto my said attorney in fact full power and authority to do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specifically enumerated powers herein being in aid and exemplification of the full, complete and general powers herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney in fact shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney in fact shall be binding on myself, my heirs, my legal and personal representatives, and assigns, whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney in fact.

This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his own estate. It is my intention that the power and authority conferred herein upon my attorney in fact shall be exercisable notwithstanding my physical disability or mental incompetence. All acts done by my attorney in fact pursuant to this power during any period of disability or mental incompetence shall have the same effect and inure to the

benefit of and bind me, and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled.

It is my express intention that after the onset of mental disability my attorney in fact shall not be required to file any inventory or accounting with the Probate Court, but my attorney in fact shall keep accurate books and records in order to account to me or my heirs or personal representatives. I direct that no surety bond or other security shall be required to be posted in any jurisdiction by my attorney in fact or any successor before or after my mental disability.

In the event of the resignation, death, removal, or inability to act of the original attorney in fact named herein, then I hereby make, constitute and appoint my daughter, SHAUNA M. WADDELL, as my successor attorney in fact. In the event of the resignation, death, removal, or inability to act of SHAUNA M. WADDELL, then I hereby make, constitute and appoint my son, JOHN R. MENSCH, as my successor attorney in fact.

Any attorney in fact at any time serving hereunder may resign at any time by written notice to me. Unless otherwise provided for herein, in the event of my mental incompetence any attorney in fact resigning hereunder may appoint a successor attorney in fact. Any successor attorney in fact shall be vested with all the duties, rights, titles and powers, whether discretionary or otherwise conferred herein, as if originally named as attorney in fact. No successor attorney in fact shall be liable or responsible in any way for any acts or defaults of any predecessor attorney in fact, but such successor attorney in fact shall be liable only for his or her own acts and defaults with respect to property actually received by him or her as such attorney in fact. The successor attorney in fact may accept the accounting rendered

and the assets and property delivered to him or her by the predecessor attorney in fact as a full and complete discharge of the predecessor attorney in fact, and shall incur no liability or responsibility by reason thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 day of May, 2000, and I direct that photographic copies of this Durable Power of Attorney can be made which shall have the same force and effect as an original.

FPM Florence P. Mensch
FLORENCE P. MENSCH

SIGNED, SEALED, PUBLISHED and DECLARED by the above-named FLORENCE P. MENSCH as and for her Durable Power of Attorney, in the sight and presence of us, who, at her request, and in her sight and presence, and in the sight and presence of each other, have hereunto signed our names as attesting witnesses.

Sandra K. Shumaker of 105 Yorktown Ct
Simpsonville SC
Paul A. Myers of 510 Round Pond Rd
Greenville SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that ()he saw the within named FLORENCE P. MENSCH sign, seal and as her act and deed, deliver the within written Durable Power of Attorney, and that ()he with the other witness subscribed above witnessed the execution thereof.

Paul A. Merly
Witness

SWORN to before me this 17th
day of Mar, 20 10.

Sandra K. Shewmaker
Notary Public for South Carolina
My Commission Expires: 8/16/2010

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2010033214 Book: DE 2372 Page: 3133-3141
May 18, 2010 01:53:27 PM

Timothy J. Conway



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Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	02-04	172,225.52
Money Market Savings	2007	02-04	1,650.88

Total Deposit Account Balance \$173,876.40

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

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Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 01-08-13	\$ 170,029.22	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$2.83 Your account has overdraft protection provided by Deposit Account number 7059 2007.</i>
Deposits and Other Additions	+ 2,615.30	
Other Subtractions	- 419.00	
Ending Balance on 02-04-13	\$ 172,225.52	

Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	02-01	1,356.10
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	02-01	1,257.89
Interest Earned	02-04	1.31
Total Deposits and Other Additions		\$2,615.30

Interest Checking Subtractions

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 0628333604	01-15	100.00
AT&T Services Des:Checkpaymt Check #:5209 Indn:930241604260244 Co ID:1742782655 Arc	01-25	71.00
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 0449470237	01-29	200.00
Greenville News Des:Check Pmt Check #:5208 Indn:1120020046362 Co ID:1203918856 Arc	01-29	48.00
Total Other Subtractions		\$419.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	170,029.22	01-25	169,858.22	02-01	172,224.21
01-15	169,929.22	01-29	169,610.22	02-04	172,225.52



FLORENCE P MENSCH
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**Money Market Savings
Platinum Privileges Relationship Account**

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 01-08-13	\$ 1,650.84	<i>Annual Percentage Yield Earned this Statement Period: 0.03% Interest Paid Year to Date: \$0.09</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 02-04-13	\$ 1,650.88	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	02-04	0.04
Total Deposits and Other Additions \$0.04		

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	1,650.84	02-04	1,650.88



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Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	02-04	172,225.52
Money Market Savings	2007	02-04	1,650.88

Total Deposit Account Balance \$173,876.40

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Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 01-08-13	\$ 170,029.22	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$2.83 Your account has overdraft protection provided by Deposit Account number 7059 2007.</i>
Deposits and Other Additions	+ 2,615.30	
Other Subtractions	- 419.00	
Ending Balance on 02-04-13	\$ 172,225.52	

Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	02-01	1,356.10
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	02-01	1,257.89
Interest Earned	02-04	1.31
Total Deposits and Other Additions		\$2,615.30

Interest Checking Subtractions

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 0628333604	01-15	100.00
AT&T Services Des:Checkpaymt Check #:5209 Indn:930241604260244 Co ID:1742782655 Arc	01-25	71.00
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 0449470237	01-29	200.00
Greenville News Des:Check Pmt Check #:5208 Indn:1120020046362 Co ID:1203918856 Arc	01-29	48.00
Total Other Subtractions		\$419.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	170,029.22	01-25	169,858.22	02-01	172,224.21
01-15	169,929.22	01-29	169,610.22	02-04	172,225.52



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**Money Market Savings
Platinum Privileges Relationship Account**

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 01-08-13	\$ 1,650.84	<i>Annual Percentage Yield Earned this Statement Period: 0.03% Interest Paid Year to Date: \$0.09</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 02-04-13	\$ 1,650.88	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	02-04	0.04
Total Deposits and Other Additions \$0.04		

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	1,650.84	02-04	1,650.88



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Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	03-06	159,982.83
Money Market Savings	2007	03-06	1,650.92

Total Deposit Account Balance \$161,633.75

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Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 02-05-13	\$ 172,225.52	Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$4.18 Your account has overdraft protection provided by Deposit Account number 7059 2007.
Deposits and Other Additions	+ 2,615.34	
Checks Posted	- 14,164.33	
Other Subtractions	- 693.70	
Ending Balance on 03-06-13	\$ 159,982.83	

Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736026 Ppd	03-01	1,356.10
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	03-01	1,257.89
Interest Earned	03-06	1.35

Total Deposits and Other Additions \$2,615.34

Interest Checking Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5210	02-06	5,160.00	5211	02-19	6,424.33	5218*	03-06	2,580.00

Total Checks Posted \$14,164.33

* Gap in sequential check numbers.

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 2581408207	02-25	300.00
Chase Des:Check Pymt Check #:5215 Indn:120703028023176 Co ID:9200602070 Arc	02-26	349.54
Greenville News Des:Check Pmt Check #:5212 Indn:1120020046362 Co ID:1203918856 Arc	02-27	24.00
Verizon Wireless Des:Payment Check #:5214 Indn:071938159700001 Co ID:1564476000 Arc	02-28	20.16

Total Other Subtractions \$693.70



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Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	172,225.52	02-25	160,341.19	02-28	159,947.49
02-06	167,065.52	02-26	159,991.65	03-01	162,561.48
02-19	160,641.19	02-27	159,967.65	03-06	159,982.83

Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 02-05-13	\$ 1,650.88	<i>Annual Percentage Yield Earned this Statement</i> <i>Period: 0.03%</i> <i>Interest Paid Year to Date: \$0.13</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 03-06-13	\$ 1,650.92	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	03-06	0.04
Total Deposits and Other Additions		\$0.04

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	1,650.88	03-06	1,650.92

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here	\$	_____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement	\$	_____
3. Add any credits not previously recorded that are listed on this statement (for example interest)	\$	_____
4. This is your NEW ACCOUNT REGISTER BALANCE	\$	_____

NOW, with your Account Statement:

1. List your Statement Ending Balance here	\$	
2. Add any deposits not shown on this statement	\$	
SUBTOTAL	\$	
3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals		

[illegible]

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals	\$	_____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal		
This Balance should match your new Account Register Balance	\$	_____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.





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Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking - Advanta	7059	07-08	124,124.55
Money Market Savings	2007	07-08	1,651.08

Total Deposit Account Balance \$125,775.63

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Deposit Accounts

Interest Checking - Advantage Relationship Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 06-06-13	\$ 126,412.64	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$8.84 Your account has overdraft protection provided by Deposit Account number 7059 2007.</i>
Deposits and Other Additions	+ 4,865.08	
Checks Posted	- 2,598.58	
Other Subtractions	- 4,554.59	
Ending Balance on 07-08-13	\$ 124,124.55	

Interest Checking - Advantage Relationship Additions

Deposits and Other Additions	Date Posted	Amount(\$)
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	07-01	1,257.88
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	07-03	1,356.10
Deposit	07-05	2,250.00
Interest Earned	07-08	1.10
Total Deposits and Other Additions		\$4,865.08

Interest Checking - Advantage Relationship Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5244	06-07	2,580.00	5248*	07-05	18.58
Total Checks Posted					\$2,598.58

* Gap in sequential check numbers.

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 0189139817	06-10	2,580.00
Chase Des:Check Pymt Check #:5245 Indn:120703028023176 Co ID:9200602070 Arc	06-13	1,774.59
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 1505139644	07-05	200.00
Total Other Subtractions		\$4,554.59



FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Statement Period
06-06-13 through 07-08-13
B 03 0 I P PI 3 0117486

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	126,412.64	06-13	119,478.05	07-05	124,123.45
06-07	123,832.64	07-01	120,735.93	07-08	124,124.55
06-10	121,252.64	07-03	122,092.03		

Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 06-06-13	\$ 1,651.04	<i>Annual Percentage Yield Earned this Statement</i> <i>Period: 0.03%</i> <i>Interest Paid Year to Date: \$0.29</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 07-08-13	\$ 1,651.08	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	07-08	0.04
Total Deposits and Other Additions		\$0.04

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	1,651.04	07-08	1,651.08



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Platinum Privileges

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1.800.432.1000 Wealth Management Banking Support
1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español



Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	03-06	159,982.83
Money Market Savings	2007	03-06	1,650.92

Total Deposit Account Balance \$161,633.75

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

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FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Statement Period
02-05-13 through 03-06-13
B 03 0 I P PI 3

Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 02-05-13	\$ 172,225.52	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$4.18 Your account has overdraft protection provided by Deposit Account number 7059 2007.</i>
Deposits and Other Additions	+ 2,615.34	
Checks Posted	- 14,164.33	
Other Subtractions	- 693.70	
Ending Balance on 03-06-13	\$ 159,982.83	

Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736026 Ppd	03-01	1,356.10
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	03-01	1,257.89
Interest Earned	03-06	1.35

Total Deposits and Other Additions \$2,615.34

Interest Checking Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5210	02-06	5,160.00	5211	02-19	6,424.33	5218*	03-06	2,580.00

Total Checks Posted \$14,164.33

* Gap in sequential check numbers.

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 2581408207	02-25	300.00
Chase Des:Check Pymt Check #:5215 Indn:120703028023176 Co ID:9200602070 Arc	02-26	349.54
Greenville News Des:Check Pmt Check #:5212 Indn:1120020046362 Co ID:1203918856 Arc	02-27	24.00
Verizon Wireless Des:Payment Check #:5214 Indn:071938159700001 Co ID:1564476000 Arc	02-28	20.16

Total Other Subtractions \$693.70



FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Statement Period
02-05-13 through 03-06-13
B 03 0 I P PI 3 0126650

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	172,225.52	02-25	160,341.19	02-28	159,947.49
02-06	167,065.52	02-26	159,991.65	03-01	162,561.48
02-19	160,641.19	02-27	159,967.65	03-06	159,982.83

Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 02-05-13	\$ 1,650.88	<i>Annual Percentage Yield Earned this Statement</i> <i>Period: 0.03%</i> <i>Interest Paid Year to Date: \$0.13</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 03-06-13	\$ 1,650.92	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	03-06	0.04
Total Deposits and Other Additions		\$0.04

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	1,650.88	03-06	1,650.92

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here	\$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement	\$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest)	\$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE	\$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here	\$	
2. Add any deposits not shown on this statement	\$	
SUBTOTAL	\$	

[illegible]

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals	\$	_____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal		
This Balance should match your new Account Register Balance	\$	_____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.





Bank of America, N.A.
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Platinum Privileges

FLORENCE P MENSCH
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online and even turn off delivery of your paper statement.**
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Customer Service Information www.bankofamerica.com

For additional information or service, you may call:



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1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

Or you may write to:



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P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	04-05	153,153.14
Money Market Savings	2007	04-05	1,650.96

Total Deposit Account Balance \$154,804.10

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

You asked, we listened... Starting May 13, 2013, the Platinum Privileges + home loan benefit is changing from a discount point reduction to a \$400 relationship credit toward the lender origination fee. As a Platinum Privileges client, you will receive this benefit automatically when you apply for and obtain a Bank of America home purchase or refinance loan on or after May 13th.

FLORENCE P MENSCH
STERLING R MENSCH III POA

We're improving the system that supports automatic transfers for deposit accounts to better meet your needs. The improvements will give you a new way to manage transfers, but will also change the timing of certain automatic transfers. **Effective 4/23, when an automatic transfer between 2 of your Bank of America accounts falls on a weekend or federal holiday, it will now occur the prior business day.** Any other scheduled automatic transfer that falls on a weekend or federal holiday will continue to occur the following business day. Additionally, you'll be able to manage your transfers through Online Banking by going to the Transfers tab, calling the number on this statement or visiting your nearby banking center.

Did you know there's an easier way to make deposits?

Now when you get a check, you can securely deposit it right into your account using the App and camera on your smartphone or tablet. There's no planning a trip to the banking center or ATM. It's easy to deposit checks on your schedule. Download the newest Mobile Banking App by texting APP1 to 226526. Deposits not available for immediate withdrawal. Restrictions apply. See Mobile App for details. Wireless fees may apply. For text messages, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Text STOP to 226526 to cancel. Text HELP to 226526 for help. Bank of America, N.A. Member FDIC

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Good News! In response to customer feedback we've made some changes to your statements to make them easier to read. Soon you will notice color and graphics to highlight account details and draw attention to notifications and special offers. Over the next few months, a guide will be included with your new statement that will detail the enhancements. Stay tuned!



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FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 03-07-13	\$ 159,982.83	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$5.47 Your account has overdraft protection provided by Deposit Account number 2007.</i>
Deposits and Other Additions	+ 2,615.28	
Checks Posted	- 5,602.00	
Other Subtractions	- 3,842.97	
Ending Balance on 04-05-13	\$ 153,153.14	

Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	04-01	1,257.89
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXX SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	04-03	1,356.10
Interest Earned	04-05	1.29

Total Deposits and Other Additions \$2,615.28

Interest Checking Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5223	03-28	300.00	5224	04-02	2,722.00	5225	04-04	2,580.00

Total Checks Posted \$5,602.00

Other Subtractions	Date Posted	Amount(\$)
Amica Mutual Ins Des:Checkpaymt Check #:5217 Indn: Co ID:1050348344 Arc	03-08	1,888.22
Chase Des:Check Pymt Check #:5220 Indn:120703028023176 Co ID:9200602070 Arc	03-20	1,767.89
AT&T Services Des:Checkpaymt Check #:5222 Indn:930791929330016 Co ID:1742782655 Arc	03-21	142.58
Greenville News Des:Check Pmt Check #:5219 Indn:1120020046362 Co ID:1203918856 Arc	03-22	24.00
Verizon Wireless Des:Payment Check #:5221 Indn:071938159700001 Co ID:1564476000 Arc	03-22	20.28

Total Other Subtractions \$3,842.97

FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Statement Period
03-07-13 through 04-05-13
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Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	159,982.83	03-22	156,139.86	04-03	155,731.85
03-08	158,094.61	03-28	155,839.86	04-04	153,151.85
03-20	156,326.72	04-01	157,097.75	04-05	153,153.14
03-21	156,184.14	04-02	154,375.75		

Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 03-07-13	\$ 1,650.92	<i>Annual Percentage Yield Earned this Statement Period: 0.03% Interest Paid Year to Date: \$0.17</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 04-05-13	\$ 1,650.96	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	04-05	0.04
		Total Deposits and Other Additions \$0.04

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	1,650.92	04-05	1,650.96



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here \$ _____
2. Add any deposits not shown on this statement \$ _____

- SUBTOTAL** \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



EX. 4 P 0048



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Platinum Privileges

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Customer Service Information www.bankofamerica.com

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1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	04-05	153,153.14
Money Market Savings	2007	04-05	1,650.96

Total Deposit Account Balance \$154,804.10

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

You asked, we listened... Starting May 13, 2013, the Platinum Privileges + home loan benefit is changing from a discount point reduction to a \$400 relationship credit toward the lender origination fee. As a Platinum Privileges client, you will receive this benefit automatically when you apply for and obtain a Bank of America home purchase or refinance loan on or after May 13th.

FLORENCE P MENSCH
STERLING R MENSCH III POA

We're improving the system that supports automatic transfers for deposit accounts to better meet your needs. The improvements will give you a new way to manage transfers, but will also change the timing of certain automatic transfers. **Effective 4/23, when an automatic transfer between 2 of your Bank of America accounts falls on a weekend or federal holiday, it will now occur the prior business day.** Any other scheduled automatic transfer that falls on a weekend or federal holiday will continue to occur the following business day. Additionally, you'll be able to manage your transfers through Online Banking by going to the Transfers tab, calling the number on this statement or visiting your nearby banking center.

Did you know there's an easier way to make deposits?

Now when you get a check, you can securely deposit it right into your account using the App and camera on your smartphone or tablet. There's no planning a trip to the banking center or ATM. It's easy to deposit checks on your schedule. Download the newest Mobile Banking App by texting APP1 to 226526. Deposits not available for immediate withdrawal. Restrictions apply. See Mobile App for details. Wireless fees may apply. For text messages, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Text STOP to 226526 to cancel. Text HELP to 226526 for help. Bank of America, N.A. Member FDIC

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Good News! In response to customer feedback we've made some changes to your statements to make them easier to read. Soon you will notice color and graphics to highlight account details and draw attention to notifications and special offers. Over the next few months, a guide will be included with your new statement that will detail the enhancements. Stay tuned!



FLORENCE P MENSCH
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Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 03-07-13	\$ 159,982.83	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$5.47 Your account has overdraft protection provided by Deposit Account number 2007.</i>
Deposits and Other Additions	+ 2,615.28	
Checks Posted	- 5,602.00	
Other Subtractions	- 3,842.97	
Ending Balance on 04-05-13	\$ 153,153.14	

Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	04-01	1,257.89
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXX SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	04-03	1,356.10
Interest Earned	04-05	1.29

Total Deposits and Other Additions \$2,615.28

Interest Checking Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5223	03-28	300.00	5224	04-02	2,722.00	5225	04-04	2,580.00

Total Checks Posted \$5,602.00

Other Subtractions	Date Posted	Amount(\$)
Amica Mutual Ins Des:Checkpaymt Check #:5217 Indn: Co ID:1050348344 Arc	03-08	1,888.22
Chase Des:Check Pymt Check #:5220 Indn:120703028023176 Co ID:9200602070 Arc	03-20	1,767.89
AT&T Services Des:Checkpaymt Check #:5222 Indn:930791929330016 Co ID:1742782655 Arc	03-21	142.58
Greenville News Des:Check Pmt Check #:5219 Indn:1120020046362 Co ID:1203918856 Arc	03-22	24.00
Verizon Wireless Des:Payment Check #:5221 Indn:071938159700001 Co ID:1564476000 Arc	03-22	20.28

Total Other Subtractions \$3,842.97

FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Statement Period
03-07-13 through 04-05-13
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Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	159,982.83	03-22	156,139.86	04-03	155,731.85
03-08	158,094.61	03-28	155,839.86	04-04	153,151.85
03-20	156,326.72	04-01	157,097.75	04-05	153,153.14
03-21	156,184.14	04-02	154,375.75		

Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 03-07-13	\$ 1,650.92	<i>Annual Percentage Yield Earned this Statement Period: 0.03% Interest Paid Year to Date: \$0.17</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 04-05-13	\$ 1,650.96	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	04-05	0.04
		Total Deposits and Other Additions \$0.04

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	1,650.92	04-05	1,650.96



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here \$ _____
2. Add any deposits not shown on this statement \$ _____

- SUBTOTAL** \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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08005 001 SCM999 I1 3 0

FLORENCE P MENSCH
STERLING R MENSCH III POA
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Our Online Banking service allows you to check balances, track account activity and more.
**With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.**
Enroll at www.bankofamerica.com.

Customer Service Information www.bankofamerica.com

For additional information or service, you may call:

1.800.432.1000 Customer Service
1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	05-07	133,682.68
Money Market Savings	2007	05-07	1,651.00

Total Deposit Account Balance \$135,333.68

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

Important Platinum Privileges program update.

Beginning June 30, 2013, we will no longer enroll customers in the Platinum Privileges program. Customers enrolled in Platinum Privileges by June 30 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit: bankofamerica.com/platinumprivileges to learn more about these benefits and qualifications

FLORENCE P MENSCH
STERLING R MENSCH III POA

Did you know there's an easier way to make deposits?

Now when you get a check, you can securely deposit it right into your account using the App and camera on your smartphone or tablet. There's no planning a trip to the banking center or ATM. It's easy to deposit checks on your schedule. Download the newest Mobile Banking App by texting APP1 to 226526

Deposits not available for immediate withdrawal. Restrictions apply. See Mobile App for details. Wireless fees may apply. For text messages, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Text STOP to 226526 to cancel. Text HELP to 226526 for help. Bank of America, N.A. Member FDIC

Pick your cash back deals. BankAmeriDeals+ makes it easy.

Online or on your mobile device, check out the BankAmeriDeals offered to you. Choose the deals, make the purchases and the cash back gets put into the Bank of America+ checking or savings account you select. Learn more at www.bankofamerica.com/deals or tap the "Deals" icon in Mobile Banking.

Good News! In response to customer feedback we've made some changes to your statements to make them easier to read. Soon you will notice color and graphics to highlight account details and draw attention to notifications and special offers. Over the next few months, a guide will be included with your new statement that will detail the enhancements. Stay tuned!

Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 04-06-13	\$ 153,153.14	Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$6.72 Your account has overdraft protection provided by Deposit Account number [REDACTED] 2007.
Deposits and Other Additions	+ 2,615.24	
Checks Posted	- 21,894.68	
Other Subtractions	- 191.02	
Ending Balance on 05-07-13	\$ 133,682.68	



FLORENCE P MENSCH
STERLING R MENSCH III POA

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Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	05-01	1,257.89
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXX SSA Indn:Florence P Mensch Co ID:9031736026 Ppd	05-03	1,356.10
Interest Earned	05-07	1.25
Total Deposits and Other Additions		\$2,615.24

Interest Checking Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5226	04-17	1,351.68	5228	04-22	3,137.00
5227	04-22	17,256.00	5229	04-15	150.00
Total Checks Posted \$21,894.68					

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 2604569426	04-15	100.00
AT&T Services Des:Checkpaymt Check #:5231 Indn:931122109110254 Co ID:1742782655 Arc	04-23	70.77
Verizon Wireless Des:Payment Check #:5230 Indn:071938159700001 Co ID:1564476000 Arc	04-24	20.25
Total Other Subtractions		\$191.02

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	153,153.14	04-22	131,158.46	05-01	132,325.33
04-15	152,903.14	04-23	131,087.69	05-03	133,681.43
04-17	151,551.46	04-24	131,067.44	05-07	133,682.68

FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007		
Beginning Balance on 04-06-13	\$	1,650.96	<i>Annual Percentage Yield Earned this Statement Period: 0.03% Interest Paid Year to Date: \$0.21</i>
Deposits and Other Additions	+	0.04	
Ending Balance on 05-07-13	\$	1,651.00	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	05-07	0.04
Total Deposits and Other Additions		\$0.04

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	1,650.96	05-07	1,651.00



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here \$ _____
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3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here \$ _____
2. Add any deposits not shown on this statement \$ _____

- SUBTOTAL** \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- * Tell us the dollar amount of the suspected error.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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FLORENCE P MENSCH
STERLING R MENSCH III POA
3 HOKE SMITH BLVD APT D302
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Platinum Privileges

Our Online Banking service allows you to check balances, track account activity and more.
**With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.**
Enroll at www.bankofamerica.com.

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1.800.432.1000 Customer Service
1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking	7059	05-07	133,682.68
Money Market Savings	2007	05-07	1,651.00

Total Deposit Account Balance \$135,333.68

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

Important Platinum Privileges program update.

Beginning June 30, 2013, we will no longer enroll customers in the Platinum Privileges program. Customers enrolled in Platinum Privileges by June 30 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit: bankofamerica.com/platinumprivileges to learn more about these benefits and qualifications

FLORENCE P MENSCH
STERLING R MENSCH III POA

Did you know there's an easier way to make deposits?

Now when you get a check, you can securely deposit it right into your account using the App and camera on your smartphone or tablet. There's no planning a trip to the banking center or ATM. It's easy to deposit checks on your schedule. Download the newest Mobile Banking App by texting APP1 to 226526

Deposits not available for immediate withdrawal. Restrictions apply. See Mobile App for details. Wireless fees may apply. For text messages, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Text STOP to 226526 to cancel. Text HELP to 226526 for help. Bank of America, N.A. Member FDIC

Pick your cash back deals. BankAmeriDeals⁺ makes it easy.

Online or on your mobile device, check out the BankAmeriDeals offered to you. Choose the deals, make the purchases and the cash back gets put into the Bank of America⁺ checking or savings account you select. Learn more at www.bankofamerica.com/deals or tap the "Deals" icon in Mobile Banking.

Good News! In response to customer feedback we've made some changes to your statements to make them easier to read. Soon you will notice color and graphics to highlight account details and draw attention to notifications and special offers. Over the next few months, a guide will be included with your new statement that will detail the enhancements. Stay tuned!

Deposit Accounts

Interest Checking Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059
Beginning Balance on 04-06-13	\$ 153,153.14
Deposits and Other Additions	+ 2,615.24
Checks Posted	- 21,894.68
Other Subtractions	- 191.02
Ending Balance on 05-07-13	\$ 133,682.68

Annual Percentage Yield Earned this Statement

Period: 0.01%

Interest Paid Year to Date: \$6.72

Your account has overdraft protection provided by

Deposit Account number [REDACTED] 2007.



FLORENCE P MENSCH
STERLING R MENSCH III POA

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Interest Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	05-01	1,257.89
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXX SSA Indn:Florence P Mensch Co ID:9031736026 Ppd	05-03	1,356.10
Interest Earned	05-07	1.25
Total Deposits and Other Additions		\$2,615.24

Interest Checking Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5226	04-17	1,351.68	5228	04-22	3,137.00
5227	04-22	17,256.00	5229	04-15	150.00
Total Checks Posted \$21,894.68					

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 2604569426	04-15	100.00
AT&T Services Des:Checkpaymt Check #:5231 Indn:931122109110254 Co ID:1742782655 Arc	04-23	70.77
Verizon Wireless Des:Payment Check #:5230 Indn:071938159700001 Co ID:1564476000 Arc	04-24	20.25
Total Other Subtractions		\$191.02

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	153,153.14	04-22	131,158.46	05-01	132,325.33
04-15	152,903.14	04-23	131,087.69	05-03	133,681.43
04-17	151,551.46	04-24	131,067.44	05-07	133,682.68

FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007		
Beginning Balance on 04-06-13	\$	1,650.96	<i>Annual Percentage Yield Earned this Statement Period: 0.03% Interest Paid Year to Date: \$0.21</i>
Deposits and Other Additions	+	0.04	
Ending Balance on 05-07-13	\$	1,651.00	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	05-07	0.04
Total Deposits and Other Additions \$0.04		

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	1,650.96	05-07	1,651.00



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

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Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

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If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

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Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Bank of America, N.A.
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Tampa, FL 33622-5118

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FLORENCE P MENSCH
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Platinum Privileges

Our Online Banking service allows you to check balances, track account activity and more.
**With Online Banking you can also view up to 18 months of this statement
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Customer Service Information www.bankofamerica.com

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1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking - Advanta	7059	06-05	126,412.64
Money Market Savings	2007	06-05	1,651.04

Total Deposit Account Balance \$128,063.68

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

Mobile Banking Apps

Want flexibility to bank on your smartphone or tablet? Download Bank of America's free Mobile Banking App: Text APP1 to 226526. Must first enroll in Online Banking. Supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Wireless fees may apply. Text STOP to cancel and HELP for help to 226526.

FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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05-08-13 through 06-05-13
B 03 0 I P PI 3 7059

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Deposit Accounts

Interest Checking - Advantage Relationship Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 05-08-13	\$ 133,682.68	
Deposits and Other Additions	+ 2,615.00	Annual Percentage Yield Earned this Statement
Checks Posted	- 7,815.60	Period: 0.01%
Other Subtractions	- 2,069.44	Interest Paid Year to Date: \$7.74
Ending Balance on 06-05-13	\$ 126,412.64	Your account has overdraft protection provided by Deposit Account number 2007.

Interest Checking - Advantage Relationship Additions

Deposits and Other Additions	Date Posted	Amount(\$)
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	06-03	1,356.10
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	06-03	1,257.88
Interest Earned	06-05	1.02

Total Deposits and Other Additions \$2,615.00

Interest Checking - Advantage Relationship Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5234	05-08	34.00	5236	05-14	2,580.00	5240*	06-04	370.00
5235	05-08	50.76	5238*	05-29	1,486.84	5243*	05-28	3,294.00

Total Checks Posted \$7,815.60

* Gap in sequential check numbers.



FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Statement Period
05-08-13 through 06-05-13
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Interest Checking - Advantage Relationship Subtractions

Other Subtractions	Date Posted	Amount(\$)
Chase Des:Check Pymt Check #:5232 Indn:120703028023176 Co ID:9200602070 Arc	05-09	1,406.56
Greenville News Des:Check Pmt Check #:5233 Indn:1120020046362 Co ID:1203918856 Arc	05-09	24.00
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 4164831649	05-15	200.00
AT&T Services Des:Checkpymt Check #:5237 Indn:931412262220078 Co ID:1742782655 Arc	05-22	70.63
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 4274823065	05-28	300.00
Verizon Wireless Des:Payment Check #:5241 Indn:071938159700001 Co ID:1564476000 Arc	06-04	20.25
Greenville News Des:Check Pmt Check #:5239 Indn:1120020046362 Co ID:1203918856 Arc	06-05	48.00
Total Other Subtractions		\$2,069.44

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	133,682.68	05-15	129,387.36	06-03	126,849.87
05-08	133,597.92	05-22	129,316.73	06-04	126,459.62
05-09	132,167.36	05-28	125,722.73	06-05	126,412.64
05-14	129,587.36	05-29	124,235.89		

Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 05-08-13	\$ 1,651.00	<i>Annual Percentage Yield Earned this Statement</i> <i>Period: 0.03%</i> <i>Interest Paid Year to Date: \$0.25</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 06-05-13	\$ 1,651.04	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	06-05	0.04
Total Deposits and Other Additions		\$0.04

FLORENCE P MENSCH
STERLING R MENSCH III POA

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	1,651.00	06-05	1,651.04



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here \$ _____
2. Add any deposits not shown on this statement \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals
SUBTOTAL \$ _____

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Combined Statement
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06005 001 SCM999 I 23 0

FLORENCE P MENSCH
STERLING R MENSCH III POA
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GREENVILLE, SC 29615-5356

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Customer Service Information www.bankofamerica.com

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1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking - Advanta	7059	06-05	126,412.64
Money Market Savings	2007	06-05	1,651.04

Total Deposit Account Balance \$128,063.68

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

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FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement

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Statement Period

05-08-13 through 06-05-13

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7059

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Deposit Accounts

**Interest Checking - Advantage Relationship
Platinum Privileges Relationship Account**

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 05-08-13	\$ 133,682.68	
Deposits and Other Additions	+ 2,615.00	<i>Annual Percentage Yield Earned this Statement</i>
Checks Posted	- 7,815.60	<i>Period: 0.01%</i>
Other Subtractions	- 2,069.44	<i>Interest Paid Year to Date: \$7.74</i>
Ending Balance on 06-05-13	\$ 126,412.64	<i>Your account has overdraft protection provided by Deposit Account number [REDACTED] 2007.</i>

Interest Checking - Advantage Relationship Additions

Deposits and Other Additions	Date Posted	Amount(\$)
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	06-03	1,356.10
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	06-03	1,257.88
Interest Earned	06-05	1.02

Total Deposits and Other Additions \$2,615.00

Interest Checking - Advantage Relationship Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5234	05-08	34.00	5236	05-14	2,580.00	5240*	06-04	370.00
5235	05-08	50.76	5238*	05-29	1,486.84	5243*	05-28	3,294.00

Total Checks Posted \$7,815.60

* Gap in sequential check numbers.



FLORENCE P MENSCH
STERLING R MENSCH III POA

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Statement Period
05-08-13 through 06-05-13
B 03 0 I P PI 3 0127860

Interest Checking - Advantage Relationship Subtractions

Other Subtractions	Date Posted	Amount(\$)
Chase Des:Check Pymt Check #:5232 Indn:120703028023176 Co ID:9200602070 Arc	05-09	1,406.56
Greenville News Des:Check Pmt Check #:5233 Indn:1120020046362 Co ID:1203918856 Arc	05-09	24.00
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 4164831649	05-15	200.00
AT&T Services Des:Checkpymt Check #:5237 Indn:931412262220078 Co ID:1742782655 Arc	05-22	70.63
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 4274823065	05-28	300.00
Verizon Wireless Des:Payment Check #:5241 Indn:071938159700001 Co ID:1564476000 Arc	06-04	20.25
Greenville News Des:Check Pmt Check #:5239 Indn:1120020046362 Co ID:1203918856 Arc	06-05	48.00
Total Other Subtractions		\$2,069.44

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	133,682.68	05-15	129,387.36	06-03	126,849.87
05-08	133,597.92	05-22	129,316.73	06-04	126,459.62
05-09	132,167.36	05-28	125,722.73	06-05	126,412.64
05-14	129,587.36	05-29	124,235.89		

Money Market Savings Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 05-08-13	\$ 1,651.00	<i>Annual Percentage Yield Earned this Statement</i> <i>Period: 0.03%</i> <i>Interest Paid Year to Date: \$0.25</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 06-05-13	\$ 1,651.04	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	06-05	0.04
Total Deposits and Other Additions		\$0.04

FLORENCE P MENSCH
STERLING R MENSCH III POA

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	1,651.00	06-05	1,651.04



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

1. List your Account Register/Checkbook Balance here \$ _____
2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

1. List your Statement Ending Balance here \$ _____
2. Add any deposits not shown on this statement \$ _____

- SUBTOTAL** \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Platinum Privileges

FLORENCE P MENSCH
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GREENVILLE, SC 29615-5356

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Customer Service Information www.bankofamerica.com



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1.800.288.4408 TDD/TTY Users Only
1.800.688.6086 En Español



Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges Statement Summary

Account Name	Account Number	Statement Date	Balance (\$)
Bank Deposit Accounts **			
Interest Checking - Advanta	7059	07-08	124,124.55
Money Market Savings	2007	07-08	1,651.08

Total Deposit Account Balance \$125,775.63

** Banking products such as checking and savings accounts are offered by Bank of America, N.A., member FDIC. Bank of America credit cards are issued and administered by FIA Card Services, N.A.

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FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Deposit Accounts

Interest Checking - Advantage Relationship Platinum Privileges Relationship Account

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 7059	
Beginning Balance on 06-06-13	\$ 126,412.64	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$8.84 Your account has overdraft protection provided by Deposit Account number 7059 2007.</i>
Deposits and Other Additions	+ 4,865.08	
Checks Posted	- 2,598.58	
Other Subtractions	- 4,554.59	
Ending Balance on 07-08-13	\$ 124,124.55	

Interest Checking - Advantage Relationship Additions

Deposits and Other Additions	Date Posted	Amount(\$)
General Electric Des:Ge.Pension ID:58004005971100 Indn:Mensch Co ID:3146015763 Ppd	07-01	1,257.88
SSA Treas 310 Des:Xxsoc Sec ID:XXXXXXXXXXd SSA Indn:Florence P Mensch Co ID:9031736039 Ppd	07-03	1,356.10
Deposit	07-05	2,250.00
Interest Earned	07-08	1.10
Total Deposits and Other Additions		\$4,865.08

Interest Checking - Advantage Relationship Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
5244	06-07	2,580.00	5248*	07-05	18.58
Total Checks Posted					\$2,598.58

* Gap in sequential check numbers.

Other Subtractions	Date Posted	Amount(\$)
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 0189139817	06-10	2,580.00
Chase Des:Check Pymt Check #:5245 Indn:120703028023176 Co ID:9200602070 Arc	06-13	1,774.59
SC Tlr cash withdrawal from Chk 7059 Banking Ctr Brushy Creek #0073318 SC Confirmation# 1505139644	07-05	200.00
Total Other Subtractions		\$4,554.59



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FLORENCE P MENSCH
STERLING R MENSCH III POA

Combined Statement
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Statement Period
06-06-13 through 07-08-13
B 03 0 I P PI 3 0117486

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	126,412.64	06-13	119,478.05	07-05	124,123.45
06-07	123,832.64	07-01	120,735.93	07-08	124,124.55
06-10	121,252.64	07-03	122,092.03		

**Money Market Savings
Platinum Privileges Relationship Account**

FLORENCE P MENSCH STERLING R MENSCH III POA

Your Account at a Glance

Account Number	XXXX XXXX 2007	
Beginning Balance on 06-06-13	\$ 1,651.04	<i>Annual Percentage Yield Earned this Statement Period: 0.03% Interest Paid Year to Date: \$0.29</i>
Deposits and Other Additions	+ 0.04	
Ending Balance on 07-08-13	\$ 1,651.08	

Money Market Savings Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	07-08	0.04
Total Deposits and Other Additions		\$0.04

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	1,651.04	07-08	1,651.08



P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

- Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
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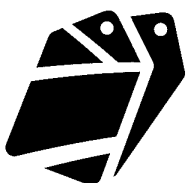
Your Platinum Privileges combined statement

for July 09, 2013 to August 7, 2013

Please be sure to review the important changes to your account explained in the notice enclosed with this statement. We're available to discuss any questions you may have by calling us at the toll-free number on your statement or visiting a nearby banking center.

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	7059	\$118,349.43	Page 3
Money Market Savings	2007	\$1,651.12	Page 5
Total balance		\$120,000.55	

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EX. 4 P 0111

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address – Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement – When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers – If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Tell us your name and account number.

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems – You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Your Platinum Privileges Interest Checking - Advantage Relationship

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2013	\$124,124.55
Deposits and other additions	2,614.97
ATM and debit card subtractions	-0.00
Other subtractions	-4,391.07
Checks	-3,999.02
Service fees	-0.00
Ending balance on August 7, 2013	\$118,349.43

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$9.83.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
08/01/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
08/02/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXD Ssa	1,356.10
08/07/13	Interest Earned	0.99
Total deposits and other additions		\$2,614.97

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To go paperless, enroll in Online Banking at www.bankofamerica.com/onlinebanking, find the green leaf icon on your account documents and click "go paperless."

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
07/09/13	AT&T SERVICES DES:CHECKPAYMT CHECK #:5246	-70.81
07/09/13	Verizon Wireless DES:Payment CHECK #:5247	-20.26
07/23/13	SC TLR cash withdrawal from CHK 7059	-500.00
08/06/13	Online Banking transfer to CHK 3259 Confirmation# 0283962803	-2,800.00
08/06/13	Online Banking transfer to CHK 3259 Conf# 3883938536;	-1,000.00
Total other subtractions		-\$4,391.07

Checks

Date	Check #	Amount
07/10/13	<u>5249</u>	-2,580.00

Date	Check #	Amount
07/25/13	<u>5250</u>	-1,419.02
Total checks		-\$3,999.02
Total # of checks		2

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2013	\$1,651.08
Deposits and other additions	0.04
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on August 7, 2013	\$1,651.12

*Annual Percentage Yield Earned this statement period: 0.03%.**Interest Paid Year To Date: \$0.33.*

Deposits and other additions

Date	Description	Amount
08/07/13	Interest Earned	0.04
Total deposits and other additions		\$0.04

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FLORENCE P MENSCH | Account # [REDACTED] 7059 | July 09, 2013 to August 7, 2013

Check images

Account number: [REDACTED] 7059

Check number: 5249 | Amount: \$2,580.00

Bank of America Advantage

FLORENCE P MENSCH 05-04 5249
STERLING R MENSCH III POA
3 HOKE SMITH BLVD APT D302
GREENVILLE SC 29616-6368

Date: July 5, 2013

Pay to the order of: Rolling Green \$ 2,580⁰⁰
Two thousand five hundred and eighty dollars

Bank of America

ACH RPT 000004483

Memo: 2700

10539044834 [REDACTED] 7059 5249

Check number: 5250 | Amount: \$1,419.02

Bank of America Advantage

FLORENCE P MENSCH 05-04 5250
STERLING R MENSCH III POA
3 HOKE SMITH BLVD APT D302
GREENVILLE SC 29616-6368

Date: July 22, 2013

Pay to the order of: PARK Sterling Bank \$ 1419⁰²
One thousand four hundred nineteen and 02/100 dollars

Bank of America

ACH RPT 000004483

Memo: 4249

10539044834 [REDACTED] 7059 5250

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

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En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges combined statement

for July 09, 2013 to August 7, 2013

Please be sure to review the important changes to your account explained in the notice enclosed with this statement. We're available to discuss any questions you may have by calling us at the toll-free number on your statement or visiting a nearby banking center.

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$118,349.43	Page 3
Money Market Savings	████████ 2007	\$1,651.12	Page 5
Total balance		\$120,000.55	

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EX. 4 P 0119

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address – Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement – When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers – If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Tell us your name and account number.

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

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Your Platinum Privileges Interest Checking - Advantage Relationship

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2013	\$124,124.55
Deposits and other additions	2,614.97
ATM and debit card subtractions	-0.00
Other subtractions	-4,391.07
Checks	-3,999.02
Service fees	-0.00
Ending balance on August 7, 2013	\$118,349.43

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$9.83.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
08/01/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
08/02/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,356.10
08/07/13	Interest Earned	0.99
Total deposits and other additions		\$2,614.97

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Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
07/09/13	AT&T SERVICES DES:CHECKPAYMT CHECK #:5246	-70.81
07/09/13	Verizon Wireless DES:Payment CHECK #:5247	-20.26
07/23/13	SC TLR cash withdrawal from CHK 7059	-500.00
08/06/13	Online Banking transfer to CHK 3259 Confirmation# 0283962803	-2,800.00
08/06/13	Online Banking transfer to CHK 3259 Conf# 3883938536;	-1,000.00
Total other subtractions		-\$4,391.07

Checks

Date	Check #	Amount
07/10/13	<u>5249</u>	-2,580.00

Date	Check #	Amount
07/25/13	<u>5250</u>	-1,419.02
Total checks		-\$3,999.02
Total # of checks		2

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2013	\$1,651.08
Deposits and other additions	0.04
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on August 7, 2013	\$1,651.12

*Annual Percentage Yield Earned this statement period: 0.03%.**Interest Paid Year To Date: \$0.33.*

Deposits and other additions

Date	Description	Amount
08/07/13	Interest Earned	0.04
Total deposits and other additions		\$0.04

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FLORENCE P MENSCH | Account # [REDACTED] 7059 | July 09, 2013 to August 7, 2013

Check images

Account number: [REDACTED] 7059

Check number: 5249 | Amount: \$2,580.00

Bank of America Advantage

FLORENCE P MENSCH 05-04 5249
STERLING R MENSCH III POA
3 HOKE SMITH BLVD APT D302
GREENVILLE SC 29616-6368

Date: July 5, 2013

Pay to the order of: Rolling Green \$ 2,580⁰⁰
Two thousand five hundred and eighty dollars

Bank of America

ACH RPT 000004483

Memo: 2700

10539044834 [REDACTED] 7059 5249

Check number: 5250 | Amount: \$1,419.02

Bank of America Advantage

FLORENCE P MENSCH 05-04 5250
STERLING R MENSCH III POA
3 HOKE SMITH BLVD APT D302
GREENVILLE SC 29616-6368

Date: July 22, 2013

Pay to the order of: PARK Sterling Bank \$ 1419⁰²
One thousand four hundred nineteen and 02/100 dollars

Bank of America

ACH RPT 000004483

Memo: 4249

10539044834 [REDACTED] 7059 5250

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

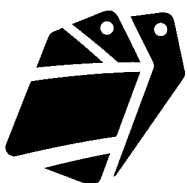
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Your Platinum Privileges combined statement

for August 08, 2013 to September 5, 2013

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$107,697.29	Page 3
Money Market Savings	████████ 2007	\$1,651.16	Page 5
Total balance		\$109,348.45	

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EX. 4 P 0135

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address – Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement – When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers – If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Tell us your name and account number.

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

Tell us the dollar amount of the suspected error.

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Direct deposits – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Your Platinum Privileges Interest Checking - Advantage Relationship

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 8, 2013	\$118,349.43
Deposits and other additions	2,614.85
ATM and debit card subtractions	-0.00
Other subtractions	-13,266.99
Checks	-0.00
Service fees	-0.00
Ending balance on September 5, 2013	\$107,697.29

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$10.70.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
09/03/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,356.10
09/03/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
09/05/13	Interest Earned	0.87
Total deposits and other additions		\$2,614.85

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To go paperless, enroll in Online Banking at www.bankofamerica.com/onlinebanking, find the green leaf icon on your account documents and click "go paperless."

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
08/12/13	Online Banking transfer to CHK 3259 Confirmation# 4029877266	-3,850.00
08/12/13	Online Banking transfer to CHK 3259 Confirmation# 2829908142	-2,200.00
08/13/13	Online Banking transfer to CHK 3259 Confirmation# 4039339884	-2,299.43
08/26/13	Online Banking transfer to CHK 3259 Confirmation# 3034062556	-1,945.00
08/28/13	Online Banking transfer to CHK 3259 Confirmation# 4073249591	-2,850.00
09/03/13	Online Banking transfer to CHK 3259 Confirmation# 3714448010	-71.85
09/03/13	Online Banking transfer to CHK 3259 Confirmation# 2814451483	-50.71
Total other subtractions		-\$13,266.99

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 8, 2013	\$1,651.12
Deposits and other additions	0.04
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on September 5, 2013	\$1,651.16

*Annual Percentage Yield Earned this statement period: 0.03%.**Interest Paid Year To Date: \$0.37.*

Deposits and other additions

Date	Description	Amount
09/05/13	Interest Earned	0.04
Total deposits and other additions		\$0.04

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

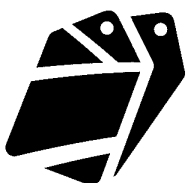
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Tampa, FL 33622-5118

Your Platinum Privileges combined statement

for August 08, 2013 to September 5, 2013

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$107,697.29	Page 3
Money Market Savings	████████ 2007	\$1,651.16	Page 5
Total balance		\$109,348.45	

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EX. 4 P 0141

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address – Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement – When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers – If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Tell us your name and account number.

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

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Your Platinum Privileges Interest Checking - Advantage Relationship

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 8, 2013	\$118,349.43
Deposits and other additions	2,614.85
ATM and debit card subtractions	-0.00
Other subtractions	-13,266.99
Checks	-0.00
Service fees	-0.00
Ending balance on September 5, 2013	\$107,697.29

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$10.70.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
09/03/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXD Ssa	1,356.10
09/03/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
09/05/13	Interest Earned	0.87
Total deposits and other additions		\$2,614.85

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Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
08/12/13	Online Banking transfer to CHK 3259 Confirmation# 4029877266	-3,850.00
08/12/13	Online Banking transfer to CHK 3259 Confirmation# 2829908142	-2,200.00
08/13/13	Online Banking transfer to CHK 3259 Confirmation# 4039339884	-2,299.43
08/26/13	Online Banking transfer to CHK 3259 Confirmation# 3034062556	-1,945.00
08/28/13	Online Banking transfer to CHK 3259 Confirmation# 4073249591	-2,850.00
09/03/13	Online Banking transfer to CHK 3259 Confirmation# 3714448010	-71.85
09/03/13	Online Banking transfer to CHK 3259 Confirmation# 2814451483	-50.71
Total other subtractions		-\$13,266.99

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 8, 2013	\$1,651.12
Deposits and other additions	0.04
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on September 5, 2013	\$1,651.16

*Annual Percentage Yield Earned this statement period: 0.03%.**Interest Paid Year To Date: \$0.37.*

Deposits and other additions

Date	Description	Amount
09/05/13	Interest Earned	0.04
Total deposits and other additions		\$0.04

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

- Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges combined statement

for September 06, 2013 to October 7, 2013

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	7059	\$91,543.46	Page 3
Money Market Savings	2007	\$1,651.20	Page 5
Total balance		\$93,194.66	

EX. 4 P 0155

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address – Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement – When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers – If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Tell us your name and account number.

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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Direct deposits – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Bank of America, N.A. Member FDIC and  Equal Housing Lender

Your Platinum Privileges Interest Checking - Advantage Relationship

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2013	\$107,697.29
Deposits and other additions	2,614.79
ATM and debit card subtractions	-0.00
Other subtractions	-18,571.52
Checks	-197.10
Service fees	-0.00
Ending balance on October 7, 2013	\$91,543.46

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$11.51.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
10/01/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
10/03/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,356.10
10/07/13	Interest Earned	0.81
Total deposits and other additions		\$2,614.79

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
09/06/13	CHASE DES:CHECK PYMT CHECK #:5251 INDN:120703028023176 CO ID:9200602070 ARC	-5,167.90
09/09/13	Customer Withdrawal Image	-2,580.00
09/09/13	Online Banking transfer to CHK 3259 Confirmation# 5175686014	-6,068.00
09/11/13	Greenville News DES:Check PMT CHECK #:5253 INDN:1120020046362 CO ID:1203918856 ARC	-48.00
09/12/13	Online Banking transfer to CHK 3259 Confirmation# 1597572036	-1,517.00
09/13/13	SC TLR cash withdrawal from CHK 7059	-300.00
09/23/13	Online Banking transfer to CHK 3259 Confirmation# 2796593236	-2,850.00
10/02/13	Verizon Wireless DES:Payment CHECK #:5255 INDN:071938159700001 CO ID:1564476000 ARC	-40.62
Total other subtractions		-\$18,571.52

Checks

Date	Check #	Amount
09/10/13	<u>5252</u>	-145.30

Date	Check #	Amount
10/03/13	<u>5256</u> *	-51.80
Total checks		-\$197.10
Total # of checks		2

* There is a gap in sequential check numbers

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2013	\$1,651.16
Deposits and other additions	0.04
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on October 7, 2013	\$1,651.20

*Annual Percentage Yield Earned this statement period: 0.03%.**Interest Paid Year To Date: \$0.41.*

Deposits and other additions

Date	Description	Amount
10/07/13	Interest Earned	0.04
Total deposits and other additions		\$0.04

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FLORENCE P MENSCH | Account # [REDACTED] 7059 | September 06, 2013 to October 7, 2013

Check images

Account number: [REDACTED] 7059

Check number: 5252 | Amount: \$145.30

FLORENCE P MENSCH STERLING R MENSCH III POA 3 HICKS SMITH BLVD APT D302 GREENVILLE SC 29615-0302		05-04 5252 01-04-2013 SC 1375
Date <u>Sept 2, 2013</u>		
Pay to the order of <u>Worldwide Medical</u>		
<u>One hundred forty five and 30/100</u>		\$ <u>145.30</u>
Bank of America		
ACH NYT 000000000		
Memo <u>Sept 2, 2013</u>		
⑆053904483⑆ [REDACTED] 7059 ⑆5252		

Check number: 5256 | Amount: \$51.80

FLORENCE P MENSCH STERLING R MENSCH III POA 3 HICKS SMITH BLVD APT D302 GREENVILLE SC 29615-0302		05-04 5256 01-04-2013 SC 1375
Date <u>9.25.13</u>		
Pay to the order of <u>Greenville News</u>		
<u>fifty one and 80/100</u>		\$ <u>51.80</u>
Bank of America		
ACH NYT 000000000		
Memo <u>6362</u>		
⑆053904483⑆ [REDACTED] 7059 ⑆5256		

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

- 📞 Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges combined statement

for September 06, 2013 to October 7, 2013

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$91,543.46	Page 3
Money Market Savings	████████ 2007	\$1,651.20	Page 5
Total balance		\$93,194.66	

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Your Platinum Privileges Interest Checking - Advantage Relationship

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2013	\$107,697.29
Deposits and other additions	2,614.79
ATM and debit card subtractions	-0.00
Other subtractions	-18,571.52
Checks	-197.10
Service fees	-0.00
Ending balance on October 7, 2013	\$91,543.46

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$11.51.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
10/01/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
10/03/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,356.10
10/07/13	Interest Earned	0.81
Total deposits and other additions		\$2,614.79

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
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09/09/13	Customer Withdrawal Image	-2,580.00
09/09/13	Online Banking transfer to CHK 3259 Confirmation# 5175686014	-6,068.00
09/11/13	Greenville News DES:Check PMT CHECK #:5253 INDN:1120020046362 CO ID:1203918856 ARC	-48.00
09/12/13	Online Banking transfer to CHK 3259 Confirmation# 1597572036	-1,517.00
09/13/13	SC TLR cash withdrawal from CHK 7059	-300.00
09/23/13	Online Banking transfer to CHK 3259 Confirmation# 2796593236	-2,850.00
10/02/13	Verizon Wireless DES:Payment CHECK #:5255 INDN:071938159700001 CO ID:1564476000 ARC	-40.62
Total other subtractions		-\$18,571.52

Checks

Date	Check #	Amount
09/10/13	<u>5252</u>	-145.30

Date	Check #	Amount
10/03/13	<u>5256</u> *	-51.80
Total checks		-\$197.10
Total # of checks		2

* There is a gap in sequential check numbers

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2013	\$1,651.16
Deposits and other additions	0.04
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on October 7, 2013	\$1,651.20

*Annual Percentage Yield Earned this statement period: 0.03%.**Interest Paid Year To Date: \$0.41.*

Deposits and other additions

Date	Description	Amount
10/07/13	Interest Earned	0.04
Total deposits and other additions		\$0.04

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FLORENCE P MENSCH | Account # [REDACTED] 7059 | September 06, 2013 to October 7, 2013

Check images

Account number: [REDACTED] 7059

Check number: 5252 | Amount: \$145.30

FLORENCE P MENSCH STERLING R MENSCH III POA 3 HICKS SMITH BLVD APT D302 GREENVILLE SC 29615-0302		05-04 5252 01-01-2013 SC 1375
Date <u>Sept 2, 2013</u>		
Pay to the order of <u>Worship of Medical</u>		
<u>One hundred forty five and 30/100</u>		\$ <u>145.30</u>
Bank of America		
ACH NYT 000000000		
Memo <u>Sept 2, 2013</u>		
⑆053904483⑆		7059#5252

Check number: 5256 | Amount: \$51.80

FLORENCE P MENSCH STERLING R MENSCH III POA 3 HICKS SMITH BLVD APT D302 GREENVILLE SC 29615-0302		05-04 5256 01-01-2013 SC 1375
Date <u>9.25.13</u>		
Pay to the order of <u>Greenville News</u>		
<u>fifty one and 80/100</u>		\$ <u>51.80</u>
Bank of America		
ACH NYT 000000000		
Memo <u>6362</u>		
⑆053904483⑆		7059#5256

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

- Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges combined statement

for October 08, 2013 to November 4, 2013

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$6,357.66	Page 3
Money Market Savings	████████ 2007	\$80,001.42	Page 5
Total balance		\$86,359.08	

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Your Platinum Privileges Interest Checking - Advantage Relationship

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on October 8, 2013	\$91,543.46
Deposits and other additions	2,614.20
ATM and debit card subtractions	-0.00
Other subtractions	-84,950.00
Checks	-2,850.00
Service fees	-0.00
Ending balance on November 4, 2013	\$6,357.66

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$11.73.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
11/01/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,356.10
11/01/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
11/04/13	Interest Earned	0.22
Total deposits and other additions		\$2,614.20

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
10/15/13	SC TLR cash withdrawal from CHK 7059	-500.00
10/15/13	SC TLR transfer to SAV 2007	-80,000.00
11/04/13	Online Banking transfer to CHK 3259 Confirmation# 1656994711	-2,850.00
11/04/13	SC TLR cash withdrawal from CHK 7059	-1,600.00
Total other subtractions		-\$84,950.00

Checks

Date	Check #	Amount
10/15/13	<u>5258</u>	-2,850.00
Total checks		-\$2,850.00
Total # of checks		1

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on October 8, 2013	\$1,651.20
Deposits and other additions	80,001.42
ATM and debit card subtractions	-0.00
Other subtractions	-1,651.20
Service fees	-0.00
Ending balance on November 4, 2013	\$80,001.42

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$1.83.

Deposits and other additions

Date	Description	Amount
10/15/13	Sc Tlr Transfer	80,000.00
11/04/13	Interest Earned	1.42
Total deposits and other additions		\$80,001.42

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
11/04/13	Online Banking transfer to CHK 3259 Confirmation# 4157010246	-1,651.20
Total other subtractions		-\$1,651.20

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FLORENCE P MENSCH | Account # [REDACTED] 7059 | October 08, 2013 to November 4, 2013

Check images

Account number: [REDACTED] 7059

Check number: 5258 | Amount: \$2,850.00

Bank of America Advantage

FLORENCE P MENSCH 05-84 5258
STERLING R MENSCH III POA 63-446508 SC
8 HOKE SMITH BLVD APT D802 GREENVILLE SC 29615-0802 157R

Date Oct 13 2013

Pay to the order of Rolling Green Village \$ 2850.00
Two thousand eight hundred fifty and 00/100 Dollars

Bank of America

AGENCY DEPOSIT

Memo D-302

⑆53904483⑆ [REDACTED] 7059⑆5258

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Platinum Privileges

Customer service information

- 📞 Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Platinum Privileges combined statement

for October 08, 2013 to November 4, 2013

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$6,357.66	Page 3
Money Market Savings	████████ 2007	\$80,001.42	Page 5
Total balance		\$86,359.08	

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Checks	-2,850.00
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Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$11.73.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
11/01/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,356.10
11/01/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
11/04/13	Interest Earned	0.22
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Other subtractions

Date	Description	Amount
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Total other subtractions		-\$84,950.00

Checks

Date	Check #	Amount
10/15/13	<u>5258</u>	-2,850.00
Total checks		-\$2,850.00
Total # of checks		1

Your Platinum Privileges Money Market Savings

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

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Other subtractions	-1,651.20
Service fees	-0.00
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Other subtractions

Date	Description	Amount
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Total other subtractions		-\$1,651.20

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Check images

Account number: [REDACTED] 7059

Check number: 5258 | Amount: \$2,850.00

Bank of America Advantage

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Date Oct 13 2013

Pay to the order of Rolling Green Village \$ 2850.00
Two thousand eight hundred fifty and 00/100 Dollars

Bank of America

AGENCY DEPOSIT

Memo D-302

⑆53904483⑆ [REDACTED] 7059⑆5258

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GREENVILLE, SC 29615-5356

PLATINUM PRIVILEGES®

Customer service information

-  Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
-  bankofamerica.com
-  Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for November 05, 2013 to December 5, 2013

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$10,156.17	Page 3
Money Market Savings	████████ 2007	\$72,001.94	Page 5
Total balance		\$82,158.11	

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Your Interest Checking - Advantage Relationship

Platinum Privileges

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on November 5, 2013	\$6,357.66
Deposits and other additions	4,924.05
ATM and debit card subtractions	-0.00
Other subtractions	-1,125.54
Checks	-0.00
Service fees	-0.00
Ending balance on December 5, 2013	\$10,156.17

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$11.80.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
11/06/13	Sc Tlr Transfer	2,310.00
12/02/13	General Electric Des:Ge.Pension Id:58004005971100	1,257.88
12/03/13	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,356.10
12/05/13	Interest Earned	0.07
Total deposits and other additions		\$4,924.05

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\$1 you donate,
we'll give
\$2 more.*

*One hundred percent of the donations made, as well as the corporate match, will be contributed to the Feeding America network (Feeding America National Office or the local food banks). The Bank of America Charitable Foundation will match, two-to-one, each individual donation (up to \$1,000 of each such donation and a maximum of \$1,000 per donor in the aggregate) made to Feeding America through the Give a Meal™ program before January 10, 2014, up to a maximum total match of \$1,500,000.
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SSM-09-13-0712.A

EX. 4 P 0207

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
11/19/13	SC TLR cash withdrawal from CHK 7059	-300.00
12/02/13	Online Banking transfer to CHK 3259 Confirmation# 4181607292	-625.54
12/02/13	Online Banking transfer to CHK 3259 Confirmation# 0200248425	-200.00
Total other subtractions		-\$1,125.54

Your Money Market Savings Platinum Privileges

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on November 5, 2013	\$80,001.42
Deposits and other additions	1.94
ATM and debit card subtractions	-0.00
Other subtractions	-8,001.42
Service fees	-0.00
Ending balance on December 5, 2013	\$72,001.94

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$3.77.

Deposits and other additions

Date	Description	Amount
12/05/13	Interest Earned	1.94
Total deposits and other additions		\$1.94

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
11/06/13	SC TLR transfer to CHK 7059	-2,310.00
11/25/13	Online Banking payment to CRD 8295 Confirmation# 1338618468	-1,314.04
11/27/13	Online Banking transfer to CHK 3259 Confirmation# 2855929321	-2,850.00
12/02/13	Online Banking transfer to CHK 3259 Confirmation# 2981602999	-1,527.38
Total other subtractions		-\$8,001.42

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En Español: 1.800.688.6086
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- Bank of America, N.A.
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Your combined statement

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Interest Checking - Advantage Relationship	████████ 7059	\$10,156.17	Page 3
Money Market Savings	████████ 2007	\$72,001.94	Page 5
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Your Interest Checking - Advantage Relationship

Platinum Privileges

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Checks	-0.00
Service fees	-0.00
Ending balance on December 5, 2013	\$10,156.17

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$11.80.

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Deposits and other additions

Date	Description	Amount
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SSM-09-13-0712.A

EX. 4 P 0213

Page 3 of 6

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
11/19/13	SC TLR cash withdrawal from CHK 7059	-300.00
12/02/13	Online Banking transfer to CHK 3259 Confirmation# 4181607292	-625.54
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Total other subtractions		-\$1,125.54

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Other subtractions	-8,001.42
Service fees	-0.00
Ending balance on December 5, 2013	\$72,001.94

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$3.77.

Deposits and other additions

Date	Description	Amount
12/05/13	Interest Earned	1.94
Total deposits and other additions		\$1.94

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
11/06/13	SC TLR transfer to CHK 7059	-2,310.00
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Preferred Rewards

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Your combined statement

for December 06, 2013 to January 7, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	██████ 7059	\$6,649.30	Page 3
Money Market Savings	██████ 2007	\$64,559.07	Page 5
Total balance		\$71,208.37	

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*Contest details: No purchase necessary. Void where prohibited. Starts 11/30/2013. Ends 3/31/2014. Restrictions apply.
Visit <https://panelinfo.ipsos.com/boacontestrules.htm> for complete details and Official Contest Rules. AR3WXVRD/YSDUTU SSM-08-13-0197.A

EX. 4 P 0227

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Your Interest Checking - Advantage Relationship

Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on December 6, 2013	\$10,156.17
Deposits and other additions	6,156.11
ATM and debit card subtractions	-0.00
Other subtractions	-9,662.98
Checks	-0.00
Service fees	-0.00
Ending balance on January 7, 2014	\$6,649.30

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.06.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
01/02/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
01/03/14	Online Banking Transfer From Sav 2007 Confirmation# 1877482138	3,442.83
01/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
01/07/14	Interest Earned	0.06
Total deposits and other additions		\$6,156.11

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
12/11/13	Online Banking payment to CRD 8295 Confirmation# 2676817067	-1,130.15
12/11/13	SC TLR cash withdrawal from CHK 7059	-100.00
12/11/13	SC TLR cash withdrawal from CHK 7059	-100.00
12/20/13	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-4,890.00
01/06/14	CHASE DES:CHECK PYMT CHECK #:5261 INDN:120703028023176 CO ID:9200602070 ARC	-3,442.83
Total other subtractions		-\$9,662.98

Service fees

Date	Transaction description	Amount
01/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Your Money Market Savings Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on December 6, 2013	\$72,001.94
Deposits and other additions	1.90
ATM and debit card subtractions	-0.00
Other subtractions	-7,444.77
Service fees	-0.00
Ending balance on January 7, 2014	\$64,559.07

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$1.90.

Deposits and other additions

Date	Description	Amount
01/07/14	Interest Earned	1.90
Total deposits and other additions		\$1.90

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
12/26/13	Online Banking transfer to CHK 3259 Confirmation# 3007782645	-2,001.94
12/30/13	Online Banking transfer to CHK 3259 Confirmation# 2642694044	-2,000.00
01/03/14	Online Banking transfer to CHK 7059 Confirmation# 1877482138	-3,442.83
Total other subtractions		-\$7,444.77

Service fees

Date	Transaction description	Amount
01/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



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*Contest details: No purchase necessary. Void where prohibited. Starts 11/30/2013. Ends 3/31/2014. Restrictions apply.
Visit <https://panelinfo.ipsos.com/boacontestrules.htm> for complete details and Official Contest Rules. AR3WXVRD/YSDUTU SSM-08-13-0197.A

EX. 4 P 0233

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Your Interest Checking - Advantage Relationship

Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

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Checks	-0.00
Service fees	-0.00
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Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.06.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

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Date	Description	Amount
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01/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
01/07/14	Interest Earned	0.06
Total deposits and other additions		\$6,156.11

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
12/11/13	Online Banking payment to CRD 8295 Confirmation# 2676817067	-1,130.15
12/11/13	SC TLR cash withdrawal from CHK 7059	-100.00
12/11/13	SC TLR cash withdrawal from CHK 7059	-100.00
12/20/13	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-4,890.00
01/06/14	CHASE DES:CHECK PYMT CHECK #:5261 INDN:120703028023176 CO ID:9200602070 ARC	-3,442.83
Total other subtractions		-\$9,662.98

Service fees

Date	Transaction description	Amount
01/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Your Money Market Savings Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

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Other subtractions

Date	Description	Amount
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Service fees

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Preferred Rewards

Customer service information

-  Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
-  bankofamerica.com
-  Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for January 08, 2014 to February 4, 2014



Please see the "Account Changes" section of your statement for details regarding important changes to your Account.

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$32,713.32	Page 3
Money Market Savings	████████ 2007	\$94,132.93	Page 5
Total balance		\$126,846.25	

"10 Tips to Help You Boost Your Retirement Savings —Whatever Your Age."

You'll find this article and more on the Merrill Edge website. **Go to merrilledge.com/10tips2boost** and learn why it's never too early, or too late.



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Investment products:

Are Not FDIC Insured

Are Not Bank Guaranteed

May Lose Value

AR3FUY39 SSM-10-13-1246.B

EX. 4 P 0247

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Your Interest Checking - Advantage Relationship

Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on January 8, 2014	\$6,649.30
Deposits and other additions	65,713.32
ATM and debit card subtractions	-0.00
Other subtractions	-39,649.30
Checks	-0.00
Service fees	-0.00
Ending balance on February 4, 2014	\$32,713.32

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.16.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
01/24/14	Deposit	63,000.00
02/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
02/03/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
02/04/14	Interest Earned	0.10
Total deposits and other additions		\$65,713.32

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
01/08/14	SC TLR cash withdrawal from CHK 7059	-300.00
01/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
01/29/14	Online Banking transfer to Sav 2007 Confirmation# 0300133099	-36,711.30
Total other subtractions		-\$39,649.30

Service fees

Date	Transaction description	Amount
02/04/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Your Money Market Savings Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on January 8, 2014	\$64,559.07
Deposits and other additions	36,712.93
ATM and debit card subtractions	-0.00
Other subtractions	-7,139.07
Service fees	-0.00
Ending balance on February 4, 2014	\$94,132.93

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$3.53.

Deposits and other additions

Date	Description	Amount
01/29/14	Online Banking Transfer From Chk 7059 Confirmation# 0300133099	36,711.30
02/04/14	Interest Earned	1.63
Total deposits and other additions		\$36,712.93

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
01/21/14	Online Banking transfer to CHK 3259 Confirmation# 0422463127	-2,580.00
01/23/14	Online Banking transfer to CHK 3259 Confirmation# 0451837272	-1,979.07
01/29/14	Online Banking transfer to CHK 3259 Confirmation# 3000135800	-2,580.00
Total other subtractions		-\$7,139.07

Service fees

Date	Transaction description	Amount
02/04/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00

Total service fees **-\$0.00**

Note your Ending Balance already reflects the subtraction of Service Fees.



To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Account Changes

At Bank of America, we're committed to keeping you up-to-date on any changes that may impact your banking accounts.

Your Interest Checking account name is changing to Classic Interest Checking. There are no other changes. Your account number, pricing, and all account services, features and benefits remain the same as they do today. If you have any questions, please call the number on this statement or visit a nearby banking center.

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Preferred Rewards

Customer service information

- Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for January 08, 2014 to February 4, 2014



Please see the "Account Changes" section of your statement for details regarding important changes to your Account.

Your deposit accounts	Account/plan number	Ending balance	Details on
Interest Checking - Advantage Relationship	████████ 7059	\$32,713.32	Page 3
Money Market Savings	████████ 2007	\$94,132.93	Page 5
Total balance		\$126,846.25	

"10 Tips to Help You Boost Your Retirement Savings —Whatever Your Age."

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Investment products:

Are Not FDIC Insured

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EX. 4 P 0255

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

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Your Interest Checking - Advantage Relationship

Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on January 8, 2014	\$6,649.30
Deposits and other additions	65,713.32
ATM and debit card subtractions	-0.00
Other subtractions	-39,649.30
Checks	-0.00
Service fees	-0.00
Ending balance on February 4, 2014	\$32,713.32

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.16.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
01/24/14	Deposit	63,000.00
02/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,460.90
02/03/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
02/04/14	Interest Earned	0.10
Total deposits and other additions		\$65,713.32

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
01/08/14	SC TLR cash withdrawal from CHK 7059	-300.00
01/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
01/29/14	Online Banking transfer to Sav 2007 Confirmation# 0300133099	-36,711.30
Total other subtractions		-\$39,649.30

Service fees

Date	Transaction description	Amount
02/04/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Your Money Market Savings Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on January 8, 2014	\$64,559.07
Deposits and other additions	36,712.93
ATM and debit card subtractions	-0.00
Other subtractions	-7,139.07
Service fees	-0.00
Ending balance on February 4, 2014	\$94,132.93

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$3.53.

Deposits and other additions

Date	Description	Amount
01/29/14	Online Banking Transfer From Chk 7059 Confirmation# 0300133099	36,711.30
02/04/14	Interest Earned	1.63
Total deposits and other additions		\$36,712.93

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
01/21/14	Online Banking transfer to CHK 3259 Confirmation# 0422463127	-2,580.00
01/23/14	Online Banking transfer to CHK 3259 Confirmation# 0451837272	-1,979.07
01/29/14	Online Banking transfer to CHK 3259 Confirmation# 3000135800	-2,580.00
Total other subtractions		-\$7,139.07

Service fees

Date	Transaction description	Amount
02/04/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

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P.O. Box 15284
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FLORENCE P MENSCH
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3 HOKE SMITH BLVD APT D302
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Preferred Rewards

Customer service information

- 1.888.888.RWDS (1.888.888.7937)
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for February 05, 2014 to March 6, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$26,944.65	Page 3
Money Market Savings	██████ 2007	\$83,120.08	Page 5
Total balance		\$110,064.73	

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SSM-12-13-0426A

EX. 4 P 0271

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on February 5, 2014	\$32,713.32
Deposits and other additions	2,713.45
ATM and debit card subtractions	-0.00
Other subtractions	-8,482.12
Checks	-0.00
Service fees	-0.00
Ending balance on March 6, 2014	\$26,944.65

*Annual Percentage Yield Earned this statement period: 0.01%.**Interest Paid Year To Date: \$0.39.**Your account has overdraft protection provided by deposit account number [REDACTED] 2007.*

Your Interest Checking account name has changed to Classic Interest Checking. There are no other changes. Your account number, pricing, and all account services, features and benefits remain the same as they do today. If you have any questions, please call the number on this statement.

Thank you for being a Bank of America® customer

Deposits and other additions

Date	Description	Amount
03/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,460.90
03/03/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
03/06/14	Interest Earned	0.23
Total deposits and other additions		\$2,713.45

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
02/05/14	Online Banking transfer to CHK 7581 Conf# 2860965086;	-700.00
02/18/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
02/19/14	Online Banking transfer to CHK 3259 Confirmation# 1681758623	-2,850.00
02/19/14	Online Banking payment to CRD 8295 Confirmation# 2881790453	-2,294.12
Total other subtractions		-\$8,482.12

Service fees

Date	Transaction description	Amount
03/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Important Platinum Privileges program update.

Beginning May 31, 2014, we will no longer enroll clients in the Platinum Privileges program in AR, IA MA, ME, NH, NM, OK, RI, TX, AZ, CA, ID, OR. Clients enrolled in Platinum Privileges by May 31 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

Your Money Market Savings Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on February 5, 2014	\$94,132.93
Deposits and other additions	2.12
ATM and debit card subtractions	-0.00
Other subtractions	-11,014.97
Service fees	-0.00
Ending balance on March 6, 2014	\$83,120.08

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$5.65.

Deposits and other additions

Date	Description	Amount
03/06/14	Interest Earned	2.12
Total deposits and other additions		\$2.12

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
02/10/14	Online Banking transfer to CHK 3259 Confirmation# 2504759168	-8,434.97
02/24/14	Online Banking transfer to CHK 3259 Confirmation# 3715410990	-2,580.00
Total other subtractions		-\$11,014.97

Service fees

Date	Transaction description	Amount
03/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



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Beginning May 31, 2014, we will no longer enroll clients in the Platinum Privileges program in AR, IA MA, ME, NH, NM, OK, RI, TX, AZ, CA, ID, OR. Clients enrolled in Platinum Privileges by May 31 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



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FLORENCE P MENSCH
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Preferred Rewards

Customer service information

- 1.888.888.RWDS (1.888.888.7937)
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En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for February 05, 2014 to March 6, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$26,944.65	Page 3
Money Market Savings	██████ 2007	\$83,120.08	Page 5
Total balance		\$110,064.73	

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SSM-12-13-0426A

EX. 4 P 0277

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on February 5, 2014	\$32,713.32
Deposits and other additions	2,713.45
ATM and debit card subtractions	-0.00
Other subtractions	-8,482.12
Checks	-0.00
Service fees	-0.00
Ending balance on March 6, 2014	\$26,944.65

*Annual Percentage Yield Earned this statement period: 0.01%.**Interest Paid Year To Date: \$0.39.**Your account has overdraft protection provided by deposit account number [REDACTED] 2007.*

Your Interest Checking account name has changed to Classic Interest Checking. There are no other changes. Your account number, pricing, and all account services, features and benefits remain the same as they do today. If you have any questions, please call the number on this statement.

Thank you for being a Bank of America® customer

Deposits and other additions

Date	Description	Amount
03/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,460.90
03/03/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
03/06/14	Interest Earned	0.23
Total deposits and other additions		\$2,713.45

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
02/05/14	Online Banking transfer to CHK 7581 Conf# 2860965086;	-700.00
02/18/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
02/19/14	Online Banking transfer to CHK 3259 Confirmation# 1681758623	-2,850.00
02/19/14	Online Banking payment to CRD 8295 Confirmation# 2881790453	-2,294.12
Total other subtractions		-\$8,482.12

Service fees

Date	Transaction description	Amount
03/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Important Platinum Privileges program update.

Beginning May 31, 2014, we will no longer enroll clients in the Platinum Privileges program in AR, IA MA, ME, NH, NM, OK, RI, TX, AZ, CA, ID, OR. Clients enrolled in Platinum Privileges by May 31 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

Your Money Market Savings Preferred Rewards Platinum

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on February 5, 2014	\$94,132.93
Deposits and other additions	2.12
ATM and debit card subtractions	-0.00
Other subtractions	-11,014.97
Service fees	-0.00
Ending balance on March 6, 2014	\$83,120.08

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$5.65.

Deposits and other additions

Date	Description	Amount
03/06/14	Interest Earned	2.12
Total deposits and other additions		\$2.12

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
02/10/14	Online Banking transfer to CHK 3259 Confirmation# 2504759168	-8,434.97
02/24/14	Online Banking transfer to CHK 3259 Confirmation# 3715410990	-2,580.00
Total other subtractions		-\$11,014.97

Service fees

Date	Transaction description	Amount
03/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

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To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



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Wilmington, DE 19850

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GREENVILLE, SC 29615-5356

Preferred Rewards

Customer service information

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TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
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P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for March 07, 2014 to April 7, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$22,916.88	Page 3
Money Market Savings	██████ 2007	\$75,002.13	Page 7
Total balance		\$97,919.01	

Learn more about the home buying process at BetterMoneyHabits.com

Did you know you can estimate a manageable mortgage payment by multiplying what you make each month before taxes by 28%? Get more tips like this by visiting BetterMoneyHabits.com. It's a different kind of learning experience that features free, informative, easy-to-understand videos.

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EX. 4 P 0291

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on March 7, 2014	\$26,944.65
Deposits and other additions	2,713.41
ATM and debit card subtractions	-0.00
Other subtractions	-6,741.18
Checks	-0.00
Service fees	-0.00
Ending balance on April 7, 2014	\$22,916.88

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.58.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
04/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
04/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,460.90
04/07/14	Interest Earned	0.19
Total deposits and other additions		\$2,713.41

This spring, *be inspired*

As a valued Bank of America® customer, you can take advantage of the Museums on Us® program and enjoy **one free general admission ticket** to hundreds of participating museums, botanical gardens, science centers and more on the first full weekend of every month.

Just show your Bank of America debit card and a photo ID. For more details, go to bankofamerica.com/artsonus.

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
03/10/14	Online Banking transfer to CHK 3259 Confirmation# 3929630892	-2,944.65
03/13/14	CHASE DES:CHECK PYMT CHECK #:5262 INDN:120703028023176 CO ID:9200602070 ARC	-968.71
03/14/14	Verizon Wireless DES:Payment CHECK #:5263 INDN:071938159700001 CO ID:1564476000 ARC	-71.61
03/17/14	Greenville News DES:Check PMT CHECK #:5257 INDN:1120020046362 CO ID:1203918856 ARC	-118.21
03/19/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$6,741.18



Your checking account

FLORENCE P MENSCH | Account # [REDACTED] 7059 | March 7, 2014 to April 7, 2014

Service fees

Date	Transaction description	Amount
04/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on March 7, 2014	\$83,120.08
Deposits and other additions	2.13
ATM and debit card subtractions	-0.00
Other subtractions	-8,120.08
Service fees	-0.00
Ending balance on April 7, 2014	\$75,002.13

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$7.78.

Deposits and other additions

Date	Description	Amount
04/07/14	Interest Earned	2.13
Total deposits and other additions		\$2.13

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
03/31/14	Online Banking transfer to CHK 3259 Confirmation# 2710806882	-5,810.12
03/31/14	Online Banking transfer to CHK 3259 Confirmation# 3029380670	-2,309.96
Total other subtractions		-\$8,120.08

Service fees

Date	Transaction description	Amount
04/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Account Changes

At Bank of America, we're committed to keeping you up-to-date on any changes that may impact your banking accounts.

Important change to your Money Market Savings account.

We want to let you know that effective May 20 your Money Market Savings account will no longer receive a special interest rate as part of your Advantage relationship benefits, but you'll still earn interest based on the balances in your Money Market Savings account. There are no other additional changes to your account. If you have any questions, please call the number on this statement or visit a nearby banking center.

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Preferred Rewards

Customer service information

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En Español: 1.800.688.6086
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 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for March 07, 2014 to April 7, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$22,916.88	Page 3
Money Market Savings	██████ 2007	\$75,002.13	Page 7
Total balance		\$97,919.01	

Learn more about the home buying process at BetterMoneyHabits.com

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EX. 4 P 0301

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on March 7, 2014	\$26,944.65
Deposits and other additions	2,713.41
ATM and debit card subtractions	-0.00
Other subtractions	-6,741.18
Checks	-0.00
Service fees	-0.00
Ending balance on April 7, 2014	\$22,916.88

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.58.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
04/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
04/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXX Ssa	1,460.90
04/07/14	Interest Earned	0.19
Total deposits and other additions		\$2,713.41

This spring, *be inspired*

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Just show your Bank of America debit card and a photo ID. For more details, go to bankofamerica.com/artsonus.

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
03/10/14	Online Banking transfer to CHK 3259 Confirmation# 3929630892	-2,944.65
03/13/14	CHASE DES:CHECK PYMT CHECK #:5262 INDN:120703028023176 CO ID:9200602070 ARC	-968.71
03/14/14	Verizon Wireless DES:Payment CHECK #:5263 INDN:071938159700001 CO ID:1564476000 ARC	-71.61
03/17/14	Greenville News DES:Check PMT CHECK #:5257 INDN:1120020046362 CO ID:1203918856 ARC	-118.21
03/19/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$6,741.18



Your checking account

FLORENCE P MENSCH | Account # [REDACTED] 7059 | March 7, 2014 to April 7, 2014

Service fees

Date	Transaction description	Amount
04/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on March 7, 2014	\$83,120.08
Deposits and other additions	2.13
ATM and debit card subtractions	-0.00
Other subtractions	-8,120.08
Service fees	-0.00
Ending balance on April 7, 2014	\$75,002.13

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$7.78.

Deposits and other additions

Date	Description	Amount
04/07/14	Interest Earned	2.13
Total deposits and other additions		\$2.13

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
03/31/14	Online Banking transfer to CHK 3259 Confirmation# 2710806882	-5,810.12
03/31/14	Online Banking transfer to CHK 3259 Confirmation# 3029380670	-2,309.96
Total other subtractions		-\$8,120.08

Service fees

Date	Transaction description	Amount
04/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00

Total service fees **-\$0.00**

Note your Ending Balance already reflects the subtraction of Service Fees.



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Account Changes

At Bank of America, we're committed to keeping you up-to-date on any changes that may impact your banking accounts.

Important change to your Money Market Savings account.

We want to let you know that effective May 20 your Money Market Savings account will no longer receive a special interest rate as part of your Advantage relationship benefits, but you'll still earn interest based on the balances in your Money Market Savings account. There are no other additional changes to your account. If you have any questions, please call the number on this statement or visit a nearby banking center.

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Preferred Rewards

Customer service information

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Tampa, FL 33622-5118

Your combined statement

for April 08, 2014 to May 6, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$17,822.30	Page 3
Money Market Savings	██████ 2007	\$54,051.39	Page 5
Total balance		\$71,873.69	

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EX. 4 P 0319

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on April 8, 2014	\$22,916.88
Deposits and other additions	19,413.42
ATM and debit card subtractions	-0.00
Other subtractions	-7,488.00
Checks	-17,020.00
Service fees	-0.00
Ending balance on May 6, 2014	\$17,822.30

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.78.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
04/15/14	Online Banking Transfer From Sav 2007 Confirmation# 2560758201	16,700.00
05/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
05/02/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
05/06/14	Interest Earned	0.20
Total deposits and other additions		\$19,413.42

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Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
04/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
04/30/14	Online Banking transfer to CHK 3259 Confirmation# 1886225195	-2,850.00
05/01/14	SC TLR cash withdrawal from CHK 7059	-1,000.00
05/01/14	Online Banking Transfer Conf# 1mtzp9zar Mensch	-1,000.00
Total other subtractions		-\$7,488.00

Checks

Date	Check #	Amount	Date	Check #	Amount
04/24/14	<u>5264</u>	-9,211.00	04/24/14	<u>5267</u>	-3,034.00
04/21/14	<u>5265</u>	-3,468.00	04/21/14	<u>5268</u>	-987.00
04/17/14	<u>5266</u>	-320.00			
			Total checks		-\$17,020.00
			Total # of checks		5

Service fees

Date	Transaction description	Amount
05/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
05/06/14	Preferred Rewards-Check Image Fee Waiver of \$3	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Important Platinum Privileges program update.

Beginning July 26, 2014, we will no longer enroll clients in the Platinum Privileges program in CT, DE, FL, GA, IL, IN, MD, MI, NC, NJ, NY, PA, TN, VA and District of Columbia. Clients enrolled in Platinum Privileges by July 26th will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on April 8, 2014	\$75,002.13
Deposits and other additions	1.41
ATM and debit card subtractions	-0.00
Other subtractions	-20,952.15
Service fees	-0.00
Ending balance on May 6, 2014	\$54,051.39

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$9.19.

Deposits and other additions

Date	Description	Amount
05/06/14	Interest Earned	1.41
Total deposits and other additions		\$1.41

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
04/15/14	Online Banking transfer to CHK 7059 Confirmation# 2560758201	-16,700.00
04/15/14	Online Banking payment to CRD 8295 Confirmation# 1560762853	-4,252.15
Total other subtractions		-\$20,952.15

Service fees

Date	Transaction description	Amount
05/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

-  To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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FLORENCE P MENSCH | Account # [REDACTED] 7059 | April 8, 2014 to May 6, 2014

Check images

Account number: [REDACTED] 7059

Check number: 5264 | Amount: \$9,211.00

Bank of America AdvantageSM

FLORENCE P MENSCH 05-04 5264
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKI SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: U.S. Treasury \$9,211.00
Martha Stewart Living - two hundred - eleven & 1/100 Dollars

Bank of America

ACH RT 00000000

Memo: Full pay 1040

⑆053904483⑆ [REDACTED] 7059⑆5264⑆ ⑈0000924100⑈

Check number: 5265 | Amount: \$3,468.00

Bank of America AdvantageSM

FLORENCE P MENSCH 05-04 5265
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKI SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: SC Dept. of Revenue \$3,468.00
Martha Stewart Living - four hundred - sixty - eight & 0/100 Dollars

Bank of America

ACH RT 00000000

Memo: SC 1040

⑆053904483⑆ [REDACTED] 7059⑆5265⑆ ⑈0000924100⑈

Check number: 5266 | Amount: \$320.00

Bank of America AdvantageSM

FLORENCE P MENSCH 05-04 5266
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKI SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: Dodge J Ballentine \$320.00
Martha Stewart Living - three hundred - twenty - 0/100 Dollars

Bank of America

ACH RT 00000000

Memo: Full pay 1040

⑆053904483⑆ [REDACTED] 7059⑆5266⑆ ⑈0000924100⑈

Check number: 5267 | Amount: \$3,034.00

Bank of America AdvantageSM

FLORENCE P MENSCH 05-04 5267
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKI SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: U.S. Treasury \$3,034.00
Martha Stewart Living - three thousand - thirty - four & 0/100 Dollars

Bank of America

ACH RT 00000000

Memo: Full pay 1040

⑆053904483⑆ [REDACTED] 7059⑆5267⑆ ⑈0000924100⑈

Check number: 5268 | Amount: \$987.00

Bank of America AdvantageSM

FLORENCE P MENSCH 05-04 5268
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKI SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: SC Dept. of Revenue \$987.00
Martha Stewart Living - nine hundred - eighty - seven & 0/100 Dollars

Bank of America

ACH RT 00000000

Memo: Full pay 1040

⑆053904483⑆ [REDACTED] 7059⑆5268⑆ ⑈0000924100⑈

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Preferred Rewards

Customer service information

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En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for April 08, 2014 to May 6, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$17,822.30	Page 3
Money Market Savings	████████ 2007	\$54,051.39	Page 5
Total balance		\$71,873.69	

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ARUSFTJX SSM-02-14-8974A

EX. 4 P 0327

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on April 8, 2014	\$22,916.88
Deposits and other additions	19,413.42
ATM and debit card subtractions	-0.00
Other subtractions	-7,488.00
Checks	-17,020.00
Service fees	-0.00
Ending balance on May 6, 2014	\$17,822.30

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.78.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
04/15/14	Online Banking Transfer From Sav 2007 Confirmation# 2560758201	16,700.00
05/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
05/02/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
05/06/14	Interest Earned	0.20
Total deposits and other additions		\$19,413.42

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Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
04/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
04/30/14	Online Banking transfer to CHK 3259 Confirmation# 1886225195	-2,850.00
05/01/14	SC TLR cash withdrawal from CHK 7059	-1,000.00
05/01/14	Online Banking Transfer Conf# 1mtzp9zar Mensch	-1,000.00
Total other subtractions		-\$7,488.00

Checks

Date	Check #	Amount	Date	Check #	Amount
04/24/14	<u>5264</u>	-9,211.00	04/24/14	<u>5267</u>	-3,034.00
04/21/14	<u>5265</u>	-3,468.00	04/21/14	<u>5268</u>	-987.00
04/17/14	<u>5266</u>	-320.00			
			Total checks		-\$17,020.00
			Total # of checks		5

Service fees

Date	Transaction description	Amount
05/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
05/06/14	Preferred Rewards-Check Image Fee Waiver of \$3	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Important Platinum Privileges program update.

Beginning July 26, 2014, we will no longer enroll clients in the Platinum Privileges program in CT, DE, FL, GA, IL, IN, MD, MI, NC, NJ, NY, PA, TN, VA and District of Columbia. Clients enrolled in Platinum Privileges by July 26th will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on April 8, 2014	\$75,002.13
Deposits and other additions	1.41
ATM and debit card subtractions	-0.00
Other subtractions	-20,952.15
Service fees	-0.00
Ending balance on May 6, 2014	\$54,051.39

Annual Percentage Yield Earned this statement period: 0.03%.

Interest Paid Year To Date: \$9.19.

Deposits and other additions

Date	Description	Amount
05/06/14	Interest Earned	1.41
Total deposits and other additions		\$1.41

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
04/15/14	Online Banking transfer to CHK 7059 Confirmation# 2560758201	-16,700.00
04/15/14	Online Banking payment to CRD 8295 Confirmation# 1560762853	-4,252.15
Total other subtractions		-\$20,952.15

Service fees

Date	Transaction description	Amount
05/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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FLORENCE P MENSCH | Account # [REDACTED] 7059 | April 8, 2014 to May 6, 2014

Check images

Account number: [REDACTED] 7059

Check number: 5264 | Amount: \$9,211.00

Bank of America Advantage

FLORENCE P MENSCH 05-04 5264
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKS SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: U.S. Treasury \$9,211.00
Martha Stewart Living - two hundred - eleven & 1/10 Dollars

Bank of America

ACH RT 00000000

Memo: [REDACTED]

⑆053904483⑆ [REDACTED] 7059⑆5264⑆ ⑈0000924100⑈

Check number: 5265 | Amount: \$3,468.00

Bank of America Advantage

FLORENCE P MENSCH 05-04 5265
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKS SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: SC Dept. of Revenue \$3,468.00
Micro-transaction - four hundred & sixty-eight & 0/10 Dollars

Bank of America

ACH RT 00000000

Memo: SC 1040

⑆053904483⑆ [REDACTED] 7059⑆5265⑆ ⑈0000924100⑈

Check number: 5266 | Amount: \$320.00

Bank of America Advantage

FLORENCE P MENSCH 05-04 5266
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKS SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: [REDACTED] \$320.00
Three hundred & twenty & 0/10 Dollars

Bank of America

ACH RT 00000000

Memo: [REDACTED]

⑆053904483⑆ [REDACTED] 7059⑆5266⑆ ⑈0000924100⑈

Check number: 5267 | Amount: \$3,034.00

Bank of America Advantage

FLORENCE P MENSCH 05-04 5267
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKS SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: U.S. Treasury \$3,034.00
Three thousand & thirty-four & 0/10 Dollars

Bank of America

ACH RT 00000000

Memo: [REDACTED] 2014

⑆053904483⑆ [REDACTED] 7059⑆5267⑆ ⑈0000924100⑈

Check number: 5268 | Amount: \$987.00

Bank of America Advantage

FLORENCE P MENSCH 05-04 5268
STERLING R MENSCH III POA 67-46000 SC 1575
3 HOKS SMITH BLVD APT D302
GREENVILLE SC 29615-0302

Date: 15-Apr-2014

Pay to the order of: SC Dept. of Revenue \$987.00
Nine hundred & eighty-seven & 0/10 Dollars

Bank of America

ACH RT 00000000

Memo: [REDACTED]

⑆053904483⑆ [REDACTED] 7059⑆5268⑆ ⑈0000924100⑈

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
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GREENVILLE, SC 29615-5356

Preferred Rewards

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Tampa, FL 33622-5118

Your combined statement

for May 07, 2014 to June 5, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$11,463.34	Page 3
Money Market Savings	██████ 2007	\$47,001.05	Page 5
Total balance		\$58,464.39	

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EX. 4 P 0343

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on May 7, 2014	\$17,822.30
Deposits and other additions	2,713.34
ATM and debit card subtractions	-0.00
Other subtractions	-9,072.30
Checks	-0.00
Service fees	-0.00
Ending balance on June 5, 2014	\$11,463.34

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.90.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
06/02/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
06/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
06/05/14	Interest Earned	0.12
Total deposits and other additions		\$2,713.34

Thank you for being a Bank of America® customer.

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
05/19/14	Online Banking transfer to CHK 3259 Confirmation# 2735043449	-1,822.30
05/19/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
05/28/14	Online Banking transfer to CHK 3259 Confirmation# 4231101217	-1,362.00
05/28/14	Online Banking transfer to CHK 3259 Confirmation# 2931106426	-1,000.00
05/29/14	SC TLR cash withdrawal from CHK 7059	-1,500.00
06/02/14	Online Banking transfer to CHK 3259 Confirmation# 3072427826	-750.00
Total other subtractions		-\$9,072.30

Service fees

Date	Transaction description	Amount
06/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on May 7, 2014	\$54,051.39
Deposits and other additions	1.05
ATM and debit card subtractions	-0.00
Other subtractions	-7,051.39
Service fees	-0.00
Ending balance on June 5, 2014	\$47,001.05

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$10.24.

Deposits and other additions

Date	Description	Amount
06/05/14	Interest Earned	1.05
Total deposits and other additions		\$1.05

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
05/23/14	Online Banking transfer to CHK 3259 Confirmation# 2685644192	-2,051.39
05/28/14	Online Banking transfer to CHK 3259 Confirmation# 2931103720	-3,000.00
06/04/14	Online Banking transfer to CHK 3259 Confirmation# 0587718295	-2,000.00
Total other subtractions		-\$7,051.39

Service fees

Date	Transaction description	Amount
06/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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P.O. Box 15284
Wilmington, DE 19850

FLORENCE P MENSCH
STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Preferred Rewards

Customer service information

- 1.888.888.RWDS (1.888.888.7937)
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for May 07, 2014 to June 5, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$11,463.34	Page 3
Money Market Savings	████████ 2007	\$47,001.05	Page 5
Total balance		\$58,464.39	

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- Botanical Gardens
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EX. 4 P 0349

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

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- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

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Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on May 7, 2014	\$17,822.30
Deposits and other additions	2,713.34
ATM and debit card subtractions	-0.00
Other subtractions	-9,072.30
Checks	-0.00
Service fees	-0.00
Ending balance on June 5, 2014	\$11,463.34

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.90.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
06/02/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
06/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
06/05/14	Interest Earned	0.12
Total deposits and other additions		\$2,713.34

Thank you for being a Bank of America® customer.

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
05/19/14	Online Banking transfer to CHK 3259 Confirmation# 2735043449	-1,822.30
05/19/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
05/28/14	Online Banking transfer to CHK 3259 Confirmation# 4231101217	-1,362.00
05/28/14	Online Banking transfer to CHK 3259 Confirmation# 2931106426	-1,000.00
05/29/14	SC TLR cash withdrawal from CHK 7059	-1,500.00
06/02/14	Online Banking transfer to CHK 3259 Confirmation# 3072427826	-750.00
Total other subtractions		-\$9,072.30

Service fees

Date	Transaction description	Amount
06/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on May 7, 2014	\$54,051.39
Deposits and other additions	1.05
ATM and debit card subtractions	-0.00
Other subtractions	-7,051.39
Service fees	-0.00
Ending balance on June 5, 2014	\$47,001.05

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$10.24.

Deposits and other additions

Date	Description	Amount
06/05/14	Interest Earned	1.05
Total deposits and other additions		\$1.05

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
05/23/14	Online Banking transfer to CHK 3259 Confirmation# 2685644192	-2,051.39
05/28/14	Online Banking transfer to CHK 3259 Confirmation# 2931103720	-3,000.00
06/04/14	Online Banking transfer to CHK 3259 Confirmation# 0587718295	-2,000.00
Total other subtractions		-\$7,051.39

Service fees

Date	Transaction description	Amount
06/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



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Preferred Rewards program

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Customer service information

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Your combined statement

for June 06, 2014 to July 8, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$11,538.65	Page 3
Money Market Savings	████████ 2007	\$41,000.80	Page 5
Total balance		\$52,539.45	

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Join us in helping connect our returning service members and veterans to the things they need to make their lives better. Express your thanks at **#troopthanks** or **bankofamerica.com/troopthanks**, and we'll donate \$1—up to \$1 million—to nonprofits dedicated to helping them succeed here at home.

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EX. 4 P 0365

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on June 6, 2014	\$11,463.34
Deposits and other additions	2,713.31
ATM and debit card subtractions	-0.00
Other subtractions	-2,638.00
Checks	-0.00
Service fees	-0.00
Ending balance on July 8, 2014	\$11,538.65

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.99.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
07/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
07/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
07/08/14	Interest Earned	0.09
Total deposits and other additions		\$2,713.31

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EX. 4 P 0367

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
06/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$2,638.00

Service fees

Date	Transaction description	Amount
07/08/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on June 6, 2014	\$47,001.05
Deposits and other additions	0.80
ATM and debit card subtractions	-0.00
Other subtractions	-6,001.05
Service fees	-0.00
Ending balance on July 8, 2014	\$41,000.80

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$11.04.

Deposits and other additions

Date	Description	Amount
07/08/14	Interest Earned	0.80
Total deposits and other additions		\$0.80

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
06/23/14	Online Banking transfer to CHK 3259 Confirmation# 2645532809	-5,190.00
06/30/14	Online Banking transfer to CHK 3259 Confirmation# 1799484464	-811.05
Total other subtractions		-\$6,001.05

Service fees

Date	Transaction description	Amount
07/08/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



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Your combined statement

for June 06, 2014 to July 8, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$11,538.65	Page 3
Money Market Savings	████████ 2007	\$41,000.80	Page 5
Total balance		\$52,539.45	

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EX. 4 P 0371

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- Tell us the dollar amount of the suspected error.

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For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on June 6, 2014	\$11,463.34
Deposits and other additions	2,713.31
ATM and debit card subtractions	-0.00
Other subtractions	-2,638.00
Checks	-0.00
Service fees	-0.00
Ending balance on July 8, 2014	\$11,538.65

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$0.99.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
07/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
07/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
07/08/14	Interest Earned	0.09
Total deposits and other additions		\$2,713.31

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EX. 4 P 0373

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
06/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$2,638.00

Service fees

Date	Transaction description	Amount
07/08/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on June 6, 2014	\$47,001.05
Deposits and other additions	0.80
ATM and debit card subtractions	-0.00
Other subtractions	-6,001.05
Service fees	-0.00
Ending balance on July 8, 2014	\$41,000.80

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$11.04.

Deposits and other additions

Date	Description	Amount
07/08/14	Interest Earned	0.80
Total deposits and other additions		\$0.80

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
06/23/14	Online Banking transfer to CHK 3259 Confirmation# 2645532809	-5,190.00
06/30/14	Online Banking transfer to CHK 3259 Confirmation# 1799484464	-811.05
Total other subtractions		-\$6,001.05

Service fees

Date	Transaction description	Amount
07/08/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



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Your combined statement

for July 09, 2014 to August 6, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$9,275.28	Page 3
Money Market Savings	██████ 2007	\$33,107.59	Page 5
Total balance		\$42,382.87	

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EX. 4 P 0387

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

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- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2014	\$11,538.65
Deposits and other additions	2,713.28
ATM and debit card subtractions	-0.00
Other subtractions	-4,976.65
Checks	-0.00
Service fees	-0.00
Ending balance on August 6, 2014	\$9,275.28

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.05.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
08/01/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXD Ssa	1,460.90
08/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
08/06/14	Interest Earned	0.06
Total deposits and other additions		\$2,713.28

A FILM BY KEN BURNS

THE ROOSEVELTS

An Intimate History




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Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
07/09/14	Online Banking transfer to CHK 3259 Confirmation# 4091774868	-1,538.65
07/11/14	Online Banking Transfer Conf# o1mgv7pt4; Mensch	-800.00
07/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$4,976.65

Service fees

Date	Transaction description	Amount
08/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2014	\$41,000.80
Deposits and other additions	0.61
ATM and debit card subtractions	-0.00
Other subtractions	-7,893.82
Service fees	-0.00
Ending balance on August 6, 2014	\$33,107.59

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$11.65.

Deposits and other additions

Date	Description	Amount
08/06/14	Interest Earned	0.61
Total deposits and other additions		\$0.61

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
07/11/14	Online Banking transfer to CHK 3259 Confirmation# 0212031965	-1,000.00
07/28/14	Online Banking transfer to CHK 3259 Confirmation# 1741376731	-4,000.00
08/06/14	Online Banking transfer to CHK 3259 Confirmation# 0335093707	-2,200.00
08/06/14	Online Banking payment to CRD 8295 Confirmation# 2535108167	-693.82
Total other subtractions		-\$7,893.82

Service fees

Date	Transaction description	Amount
08/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00

Total service fees **-\$0.00**

Note your Ending Balance already reflects the subtraction of Service Fees.



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Your combined statement

for July 09, 2014 to August 6, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	██████ 7059	\$9,275.28	Page 3
Money Market Savings	██████ 2007	\$33,107.59	Page 5
Total balance		\$42,382.87	

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EX. 4 P 0393

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

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- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2014	\$11,538.65
Deposits and other additions	2,713.28
ATM and debit card subtractions	-0.00
Other subtractions	-4,976.65
Checks	-0.00
Service fees	-0.00
Ending balance on August 6, 2014	\$9,275.28

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.05.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
08/01/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXD Ssa	1,460.90
08/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
08/06/14	Interest Earned	0.06
Total deposits and other additions		\$2,713.28

A FILM BY KEN BURNS

THE ROOSEVELTS

An Intimate History




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Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
07/09/14	Online Banking transfer to CHK 3259 Confirmation# 4091774868	-1,538.65
07/11/14	Online Banking Transfer Conf# o1mgv7pt4; Mensch	-800.00
07/17/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$4,976.65

Service fees

Date	Transaction description	Amount
08/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on July 9, 2014	\$41,000.80
Deposits and other additions	0.61
ATM and debit card subtractions	-0.00
Other subtractions	-7,893.82
Service fees	-0.00
Ending balance on August 6, 2014	\$33,107.59

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$11.65.

Deposits and other additions

Date	Description	Amount
08/06/14	Interest Earned	0.61
Total deposits and other additions		\$0.61

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
07/11/14	Online Banking transfer to CHK 3259 Confirmation# 0212031965	-1,000.00
07/28/14	Online Banking transfer to CHK 3259 Confirmation# 1741376731	-4,000.00
08/06/14	Online Banking transfer to CHK 3259 Confirmation# 0335093707	-2,200.00
08/06/14	Online Banking payment to CRD 8295 Confirmation# 2535108167	-693.82
Total other subtractions		-\$7,893.82

Service fees

Date	Transaction description	Amount
08/06/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



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Your combined statement

for August 07, 2014 to September 5, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$9,350.57	Page 3
Money Market Savings	████████ 2007	\$31,000.53	Page 5
Total balance		\$40,351.10	

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EX. 4 P 0407

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 7, 2014	\$9,275.28
Deposits and other additions	2,713.29
ATM and debit card subtractions	-0.00
Other subtractions	-2,638.00
Checks	-0.00
Service fees	-0.00
Ending balance on September 5, 2014	\$9,350.57

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.12.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
09/02/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
09/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
09/05/14	Interest Earned	0.07
Total deposits and other additions		\$2,713.29

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\$2 more.*

*All donations, including the Bank of America Foundation's matching donations, will go to the Feeding America network (the Feeding America National Office, or affiliated local food banks). For individual donations made to Feeding America through the Give a Meal™ program before December 31, 2014, the Foundation will match each donation (up to \$1,000 per donor) two-to-one, with a maximum total Foundation donation of up to \$50,000 to any individual local food bank, and an aggregate maximum Foundation donation of up to \$1,500,000 for all Feeding America programs.
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EX. 4 P 0409

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
08/19/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$2,638.00

Service fees

Date	Transaction description	Amount
09/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 7, 2014	\$33,107.59
Deposits and other additions	0.53
ATM and debit card subtractions	-0.00
Other subtractions	-2,107.59
Service fees	-0.00
Ending balance on September 5, 2014	\$31,000.53

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$12.18.

Deposits and other additions

Date	Description	Amount
09/05/14	Interest Earned	0.53
Total deposits and other additions		\$0.53

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
08/25/14	Online Banking transfer to CHK 3259 Confirmation# 4180560786	-1,107.59
09/02/14	Online Banking Transfer Conf# 3n3whsanr; Mensch	-1,000.00
Total other subtractions		-\$2,107.59

Service fees

Date	Transaction description	Amount
09/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



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Preferred Rewards program

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Preferred Rewards

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Your combined statement

for August 07, 2014 to September 5, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$9,350.57	Page 3
Money Market Savings	████████ 2007	\$31,000.53	Page 5
Total balance		\$40,351.10	

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EX. 4 P 0413

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 7, 2014	\$9,275.28
Deposits and other additions	2,713.29
ATM and debit card subtractions	-0.00
Other subtractions	-2,638.00
Checks	-0.00
Service fees	-0.00
Ending balance on September 5, 2014	\$9,350.57

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.12.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
09/02/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
09/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
09/05/14	Interest Earned	0.07
Total deposits and other additions		\$2,713.29

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to donate and encourage your
friends to do the same.



For every
\$1 you donate,
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\$2 more.*

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EX. 4 P 0415

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
08/19/14	ROLLING GREEN VI DES:APARTMENTS ID:204893IL	-2,638.00
Total other subtractions		-\$2,638.00

Service fees

Date	Transaction description	Amount
09/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on August 7, 2014	\$33,107.59
Deposits and other additions	0.53
ATM and debit card subtractions	-0.00
Other subtractions	-2,107.59
Service fees	-0.00
Ending balance on September 5, 2014	\$31,000.53

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$12.18.

Deposits and other additions

Date	Description	Amount
09/05/14	Interest Earned	0.53
Total deposits and other additions		\$0.53

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
08/25/14	Online Banking transfer to CHK 3259 Confirmation# 4180560786	-1,107.59
09/02/14	Online Banking Transfer Conf# 3n3whsanr; Mensch	-1,000.00
Total other subtractions		-\$2,107.59

Service fees

Date	Transaction description	Amount
09/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

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Your combined statement

for September 06, 2014 to October 7, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$9,363.98	Page 3
Money Market Savings	████████ 2007	\$20,000.97	Page 5
Total balance		\$29,364.95	

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2014	\$9,350.57
Deposits and other additions	7,713.28
ATM and debit card subtractions	-0.00
Other subtractions	-7,699.87
Checks	-0.00
Service fees	-0.00
Ending balance on October 7, 2014	\$9,363.98

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.18.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
09/29/14	Online Banking Transfer From Sav 2007 Confirmation# 2694182221	5,000.00
10/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
10/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
10/07/14	Interest Earned	0.06
Total deposits and other additions		\$7,713.28

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EX. 4 P 0427

Page 3 of 6

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
09/18/14	ROLLING GREEN VI DES:ASSISTED L ID:283620EP	-5,073.87
09/18/14	ROLLING GREEN VI DES:APARTMENTS ID:283620EP	-2,626.00
Total other subtractions		-\$7,699.87

Service fees

Date	Transaction description	Amount
10/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2014	\$31,000.53
Deposits and other additions	0.44
ATM and debit card subtractions	-0.00
Other subtractions	-11,000.00
Service fees	-0.00
Ending balance on October 7, 2014	\$20,000.97

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$12.62.

Deposits and other additions

Date	Description	Amount
10/07/14	Interest Earned	0.44
Total deposits and other additions		\$0.44

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
09/09/14	Online Banking transfer to CHK 3259 Confirmation# 1328564707	-2,000.00
09/10/14	Online Banking transfer to CHK 3259 Confirmation# 2637244796	-700.00
09/18/14	Online Banking transfer to CHK 3259 Confirmation# 3906198010	-3,300.00
09/29/14	Online Banking transfer to CHK 7059 Confirmation# 2694182221	-5,000.00
Total other subtractions		-\$11,000.00

Service fees

Date	Transaction description	Amount
10/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00

Total service fees **-\$0.00**

Note your Ending Balance already reflects the subtraction of Service Fees.



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Wilmington, DE 19850

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STERLING R MENSCH III
3 HOKE SMITH BLVD APT D302
GREENVILLE, SC 29615-5356

Preferred Rewards

Customer service information

 1.888.888.RWDS (1.888.888.7937)

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

 bankofamerica.com

 Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for September 06, 2014 to October 7, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$9,363.98	Page 3
Money Market Savings	████████ 2007	\$20,000.97	Page 5
Total balance		\$29,364.95	

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2014	\$9,350.57
Deposits and other additions	7,713.28
ATM and debit card subtractions	-0.00
Other subtractions	-7,699.87
Checks	-0.00
Service fees	-0.00
Ending balance on October 7, 2014	\$9,363.98

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.18.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
09/29/14	Online Banking Transfer From Sav 2007 Confirmation# 2694182221	5,000.00
10/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
10/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
10/07/14	Interest Earned	0.06
Total deposits and other additions		\$7,713.28

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Page 3 of 6

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
09/18/14	ROLLING GREEN VI DES:ASSISTED L ID:283620EP	-5,073.87
09/18/14	ROLLING GREEN VI DES:APARTMENTS ID:283620EP	-2,626.00
Total other subtractions		-\$7,699.87

Service fees

Date	Transaction description	Amount
10/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on September 6, 2014	\$31,000.53
Deposits and other additions	0.44
ATM and debit card subtractions	-0.00
Other subtractions	-11,000.00
Service fees	-0.00
Ending balance on October 7, 2014	\$20,000.97

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$12.62.

Deposits and other additions

Date	Description	Amount
10/07/14	Interest Earned	0.44
Total deposits and other additions		\$0.44

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
09/09/14	Online Banking transfer to CHK 3259 Confirmation# 1328564707	-2,000.00
09/10/14	Online Banking transfer to CHK 3259 Confirmation# 2637244796	-700.00
09/18/14	Online Banking transfer to CHK 3259 Confirmation# 3906198010	-3,300.00
09/29/14	Online Banking transfer to CHK 7059 Confirmation# 2694182221	-5,000.00
Total other subtractions		-\$11,000.00

Service fees

Date	Transaction description	Amount
10/07/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00

Total service fees **-\$0.00**

Note your Ending Balance already reflects the subtraction of Service Fees.



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Tampa, FL 33622-5118

Your combined statement

for October 08, 2014 to November 3, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$9,549.79	Page 3
Money Market Savings	████████ 2007	\$18,001.26	Page 5
Total balance		\$27,551.05	



TURN YOUR MILES (RED).

USE THE NIKE+ RUNNING APP WHEN YOU RUN OR WALK BETWEEN NOW AND DECEMBER 7, 2014, AND BANK OF AMERICA WILL DONATE 40 CENTS PER MILE UP TO \$1,000,000* TO FIGHT HIV/AIDS.

SIGN UP TODAY AT NIKE.COM/ONESTEP4RED

* For every mile recorded on Nike+ Running as part of the Turn Your Miles (RED) pledge program, Bank of America Corporation will donate \$.40 to the US Fund for the Global Fund to Fight Aids, Tuberculosis and Malaria to support and fund prevention and treatment of HIV/AIDS, up to a total donation of \$1,000,000. Subject to weekly targets as explained on NIKE.COM/ONESTEP4RED. No purchase necessary. Users must register and pledge their miles at NIKE.COM/ONESTEP4RED and sync their miles with Nike+ running between 10/6/14 – 12/7/14. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. Bank of America, N.A., Member FDIC. © 2014 Bank of America Corporation. ARNX4JB4 SSM-08-14-0456.B EX. 4 P 0449

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on October 8, 2014	\$9,363.98
Deposits and other additions	2,713.28
ATM and debit card subtractions	-0.00
Other subtractions	-2,527.47
Checks	-0.00
Service fees	-0.00
Ending balance on November 3, 2014	\$9,549.79

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.24.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
11/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXD Ssa	1,460.90
11/03/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
11/03/14	Interest Earned	0.06
Total deposits and other additions		\$2,713.28

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To learn more and join, visit bankofamerica.com/advisorypanel.

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
10/16/14	ROLLING GREEN VI DES:ASSISTED L ID:283620EP	-2,527.47
Total other subtractions		-\$2,527.47

Service fees

Date	Transaction description	Amount
11/03/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on October 8, 2014	\$20,000.97
Deposits and other additions	0.29
ATM and debit card subtractions	-0.00
Other subtractions	-2,000.00
Service fees	-0.00
Ending balance on November 3, 2014	\$18,001.26

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$12.91.

Deposits and other additions

Date	Description	Amount
11/03/14	Interest Earned	0.29
Total deposits and other additions		\$0.29

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
10/28/14	Online Banking transfer to CHK 3259 Confirmation# 0349908530	-2,000.00
Total other subtractions		-\$2,000.00

Service fees

Date	Transaction description	Amount
11/03/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

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GREENVILLE, SC 29615-5356

Preferred Rewards

Customer service information

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P.O. Box 25118
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Your combined statement

for October 08, 2014 to November 3, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	████████ 7059	\$9,549.79	Page 3
Money Market Savings	████████ 2007	\$18,001.26	Page 5
Total balance		\$27,551.05	



TURN YOUR MILES (RED).

USE THE NIKE+ RUNNING APP WHEN YOU RUN OR WALK BETWEEN NOW AND DECEMBER 7, 2014, AND BANK OF AMERICA WILL DONATE 40 CENTS PER MILE UP TO \$1,000,000* TO FIGHT HIV/AIDS.

SIGN UP TODAY AT NIKE.COM/ONESTEP4RED

* For every mile recorded on Nike+ Running as part of the Turn Your Miles (RED) pledge program, Bank of America Corporation will donate \$.40 to the US Fund for the Global Fund to Fight Aids, Tuberculosis and Malaria to support and fund prevention and treatment of HIV/AIDS, up to a total donation of \$1,000,000. Subject to weekly targets as explained on NIKE.COM/ONESTEP4RED. No purchase necessary. Users must register and pledge their miles at NIKE.COM/ONESTEP4RED and sync their miles with Nike+ running between 10/6/14 – 12/7/14. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. Bank of America, N.A., Member FDIC. © 2014 Bank of America Corporation. ARNX4JB4 SSM-08-14-0456.B EX. 4 P 0455

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on October 8, 2014	\$9,363.98
Deposits and other additions	2,713.28
ATM and debit card subtractions	-0.00
Other subtractions	-2,527.47
Checks	-0.00
Service fees	-0.00
Ending balance on November 3, 2014	\$9,549.79

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.24.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
11/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXD Ssa	1,460.90
11/03/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
11/03/14	Interest Earned	0.06
Total deposits and other additions		\$2,713.28

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Members of the Bank of America Advisory Panel help us learn what we're doing right and what we need to do better. There are rewards for participating. And, just for joining, you'll be entered into a drawing for a chance to win a \$3,000 cash prize.

To learn more and join, visit bankofamerica.com/advisorypanel.

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
10/16/14	ROLLING GREEN VI DES:ASSISTED L ID:283620EP	-2,527.47
Total other subtractions		-\$2,527.47

Service fees

Date	Transaction description	Amount
11/03/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on October 8, 2014	\$20,000.97
Deposits and other additions	0.29
ATM and debit card subtractions	-0.00
Other subtractions	-2,000.00
Service fees	-0.00
Ending balance on November 3, 2014	\$18,001.26

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$12.91.

Deposits and other additions

Date	Description	Amount
11/03/14	Interest Earned	0.29
Total deposits and other additions		\$0.29

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
10/28/14	Online Banking transfer to CHK 3259 Confirmation# 0349908530	-2,000.00
Total other subtractions		-\$2,000.00

Service fees

Date	Transaction description	Amount
11/03/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

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Please see the Account Changes section of your statement for details regarding important changes to your account.

Your combined statement

for November 04, 2014 to December 5, 2014

Your deposit accounts	Account/plan number	Ending balance	Details on
Classic Interest Checking - Advantage Relationship	7059	\$5,760.18	Page 3
Money Market Savings	2007	\$15,000.31	Page 5
Total balance		\$20,760.49	



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EX. 4 P 0461

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Your Classic Interest Checking - Advantage Relationship

Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on November 4, 2014	\$9,549.79
Deposits and other additions	2,713.27
ATM and debit card subtractions	-0.00
Other subtractions	-6,502.88
Checks	-0.00
Service fees	-0.00
Ending balance on December 5, 2014	\$5,760.18

Annual Percentage Yield Earned this statement period: 0.01%.

Interest Paid Year To Date: \$1.29.

Your account has overdraft protection provided by deposit account number [REDACTED] 2007.

Deposits and other additions

Date	Description	Amount
12/01/14	General Electric Des:Ge.Pension Id:58004005971100	1,252.32
12/03/14	Ssa Treas 310 Des:Xxsoc Sec Id:XXXXXXXXXX Ssa	1,460.90
12/05/14	Interest Earned	0.05
Total deposits and other additions		\$2,713.27

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- Museums
- Botanical Gardens
- Science Centers
- And more

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
11/10/14	Online Banking transfer to CHK 3259 Confirmation# 3755660808	-2,000.00
11/19/14	ROLLING GREEN VI DES:ASSISTED L ID:283620EP	-4,502.88
Total other subtractions		-\$6,502.88

Service fees

Date	Transaction description	Amount
12/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.

Preferred Rewards program

Certain fee waivers are also available without enrolling in Preferred Rewards. See your Personal Schedule of Fees for details.

Your Money Market Savings Preferred Rewards Platinum Honors

FLORENCE P MENSCH STERLING R MENSCH III

Account summary

Beginning balance on November 4, 2014	\$18,001.26
Deposits and other additions	0.30
ATM and debit card subtractions	-0.00
Other subtractions	-3,001.25
Service fees	-0.00
Ending balance on December 5, 2014	\$15,000.31

Annual Percentage Yield Earned this statement period: 0.02%.

Interest Paid Year To Date: \$13.21.

Deposits and other additions

Date	Description	Amount
12/05/14	Interest Earned	0.30
Total deposits and other additions		\$0.30

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
11/17/14	Online Banking transfer to CHK 3259 Confirmation# 3015987715	-700.00
11/28/14	Online Banking transfer to CHK 3259 Confirmation# 3918065191	-2,301.25
Total other subtractions		-\$3,001.25

Service fees

Date	Transaction description	Amount
12/05/14	Preferred Rewards-Monthly Fee Waiver of \$12	-0.00
Total service fees		-\$0.00

Note your Ending Balance already reflects the subtraction of Service Fees.



To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Preferred Rewards program

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Account Changes

At Bank of America, we're committed to keeping you up-to-date on any changes that may impact your banking accounts.

Starting February 3, 2015, if you have a Bank of America Debit or ATM card, you'll no longer be able to use these cards to get cash back at a merchant **without making a purchase**. You can still get cash back when you make a purchase or by making a cash withdrawal at one of our ATMs or banking centers. You can find a banking center or ATM near you by visiting bankofamerica.com/locator.

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