

RECEIVED**Aug 11 2026****SC Court of Appeals**

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
PlanetONE Packaging, LLC,
Respondent,

v.

American Pharma Machinery, LLC, and Dorothy Pierce
a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo,
Defendants,

Of whom Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny
a/k/a Queen Dorothy Amolo is the Appellant.

Appellate Case No. 2025-000490

Lower Court Case No. 2023-CP-37-00232

RECORD ON APPEAL

Respectfully submitted this July 27, 2026



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**NOTICE OF APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA**

In The Court of Appeals

APPEAL FROM OCONEE COUNTY

Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

CIRCUIT COURT CASE NO.: 2023-CP-37-00232

RECEIVED
Mar 12 2025
SC Court of Appeals

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2025 MAR 12 P 4:44

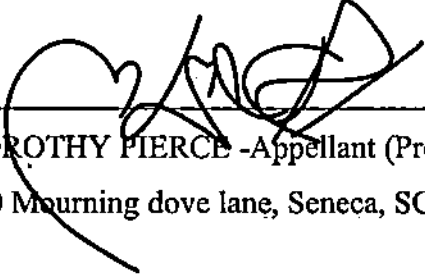
Dorothy Pierce..... Appellant.

V.

Planetone Packaging..... Respondent.

NOTICE OF APPEAL

This is to formally notify all concerned parties that the undersigned, as Appellant, hereby files a Notice of Appeal pursuant to the Orders issued by the Honorable Judge McIntosh on January 31, 2025, and February 26, 2025. The Plaintiff received the January 31, 2025, order on February 13, 2025, via ordinary mail, and the February 26, 2025, order on March 5, 2025.


DOROTHY PIERCE -Appellant (Pro se)

750 Mourning dove lane, Seneca, SC.29678.

no copies
sent to Clerk's office

ENTERED
QU
COMPUTER

RECEIVED**Mar 12 2025****SC Court of Appeals**

**NOTICE OF APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA**

In The Court of Appeals

APPEAL FROM OCONEE COUNTY

Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

CIRCUIT COURT CASE NO.: 2023-CP-37-00232

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2025 MAR 12 P 4:44

Dorothy Pierce..... Appellant.

V.

Planetone Packaging..... Respondent.

CERTIFICATE OF SERVICE

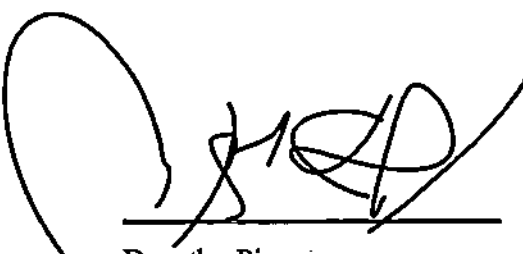
I certify that on March 12th, 2025, I served the foregoing Notice of Appeal to the respondent utilizing Electronic Service as follows:

CHRISTOPHER B. MAJOR

cmajor@hsblawfirm.com

One north main 2nd floor

Greenville South Carolina 29601


Dorothy Pierce

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Plaintiff

ENTERED
COMPUTER

Mar 24 2025**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM OCONEE COUNTY
PlanetONE Packaging, LLC, Respondent,
V.

American Pharma Machinery, LLC, and Dorothy Piercea/k/a Dorothy Wells a/k/a Dorothy
Aleweny a/k/a QueenDorothy Amolo, Defendants,

Of whom Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy
Amolo is the Appellant.

Case No. 2023-CP-37-00232
Appellate Case No. 2025-00049

AMENDED NOTICE OF APPEAL

Pursuant to Rule 203(f), SCACR, Appellant, Dorothy Pierce, hereby submits this Amended Notice of Appeal to include the final order signed on March 24, 2025. This amendment supplements the original Notice of Appeal filed on March 12, 2025.

NOTICE IS HEREBY GIVEN that Appellant, Dorothy Pierce, appeals to the South Carolina Court of Appeals from the following orders issued by the Honorable R. Lawton McIntosh, Circuit Court Judge:

1. Order on Damages dated January 31, 2025;
2. Order Denying Cross-Examination on Attorney's Fees dated February 26, 2025; and
3. Final Order dated March 24, 2025.

This appeal is taken from each of these orders, including all underlying rulings, factual findings, and conclusions of law. Appellant contends that these orders contain reversible errors of law and procedural irregularities that resulted in significant prejudice.

Dated March 24, 2025

S/N Dorothy Pierce

DOROTHY PIERCE, Pro Se Plaintiff

750 Mourning Dove Lane, Seneca, SC 29678

Mar 24 2025**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM OCONEE COUNTYPlanetONE Packaging, LLC, Respondent,
V.American Pharma Machinery, LLC, and Dorothy Piercea/k/a Dorothy Wells a/k/a Dorothy
Aleweny a/k/a QueenDorothy Amolo, Defendants,Of whom Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy
Amolo is the Appellant.

Case No. 2023-CP-37-00232
Appellate Case No. 2025-00049

PROOF OF SERVICE

I certify that on March 24, 2025, I served the foregoing Amended Notice of Appeal utilizing
US Postal Service, with appropriate postage thereon, upon all parties of record, as follows:

CHRISTOPHER B. MAJOROne North main 2nd floor
Greenville South Carolina 29601S/N Dorothy Pierce

DOROTHY PIERCE, Pro Se Plaintiff

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Appellant

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PlanetONE Packaging, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

ORDER OF DEFAULT JUDGMENT

Based on the facts set forth in the Affidavit of Default, the undisputed facts set forth in Plaintiff's Amended Complaint, Plaintiff's Motion for Default Judgment as to All Defendants (filed August 17, 2023), Plaintiff's Memorandum in Support of Plaintiff's Damages for January 29, 2025 Damages Hearing (filed January 29, 2025), arguments of counsel and testimony of witness(es) at the January 29, 2025 Damages Hearing, Plaintiff's Affidavit of Attorney's Fees (filed January 31, 2025), and all other filings and facts on record in this matter, it appears to this Court that Defendants American Pharma Machinery, LLC, and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo (collectively "Defendants") are in default and that Plaintiff is entitled to judgment against Defendants, jointly and severally, for the damages and relief sought in the Amended Complaint.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that Defendants are in default.

IT IS FURTHER ORDERED that based on the evidence, pleadings, arguments of counsel, documents on file with the Court, and witness testimony, I find and conclude that Plaintiff is entitled to an award of the following against Defendants, jointly and severally:

- Actual damages in the amount of Seventy-Four Thousand Seven Hundred and Eighty-Eight Dollars (\$74,788.00), trebled under the South Carolina Unfair Trade Practices Act, for a total of Two Hundred and Twenty-Four Thousand, Three-Hundred and Sixty-Four Dollars (\$224,364.00), plus interest at the judgment rate from the date of this Order until paid in full; and
- Reasonable attorneys' fees and costs of Plaintiff, totaling Thirty-Seven Thousand Seven Hundred and Sixty-Six Dollars and Thirty-Three Cents (\$37,766.33), plus interest at the judgment rate from the date of this Order until paid in full.

For a total judgment amount of **Two-Hundred and Sixty-Two Thousand One-Hundred Thirty Dollars and Thirty-Three Cents (\$262,130.33)**, plus interest from the date of this Order at the judgment rate until paid in full.

IT IS SO ORDERED.

_____, 2025
Oconee, South Carolina

The Honorable R. Lawton McIntosh
Tenth Judicial Circuit



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al

Case Number: 2023CP3700232

Type: Order/Judgment by Default and Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

PlanetONE Packaging, LLC,
Plaintiff,

**ENTRY OF DEFAULT AGAINST ALL
DEFENDANTS**

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,
Defendants.

On June 9, 2023, Plaintiff PlanetONE Packaging, LLC (hereinafter “Plaintiff”) filed a Motion for Entry of Default against Defendants American Pharma Machinery, LLC, and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo (hereinafter collectively “Defendants”).

Upon review of the motion, exhibit attached to the motion, the Amended Complaint, Proofs of Service, and all other filings in this matter: **DEFAULT IS HEREBY ENTERED AGAINST DEFENDANT AMERICAN PHARMA MACHINERY, LLC AND AGAINST DEFENDANT DOROTHY PIERCE A/K/A DOROTHY WELLS A/K/A DOROTHY ALEWENY A/K/A QUEEN DOROTHY AMOLO** pursuant to Rule 55(a) of the *South Carolina Rules of Civil Procedure*.

Circuit Court Judge,
Oconee County Court of Common Pleas

_____, 2023



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al
Case Number: 2023CP3700232
Type: Order/Entry of Default

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit

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

JUDGMENT IN A CIVIL CASE

CASE NO. CP 2023CP3700232

Planetone Packaging LLC
PLAINTIFF(S)American Pharma Machinery LLC, et al.
DEFENDANT(S)

Submitted by: R. Lawton McIntosh

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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:

ORDER INFORMATION

THE 45 DAY DEADLINE FROM THE PREVIOUS FORM 4 ORDER HAS PASSED. THIS FORM 4 ORDER CONFIRMS THAT DEFENDANT DOROTHY PIERCE IS IN DEFAULT IN HER INDIVIDUAL CAPACITY. NO FORMAL ORDER IS REQUIRED UNLESS REQUESTED BY THE PARTIES. IF A FORMAL ORDER IS REQUESTED, MR. MAJOR IS TO FILE THE FORMAL ORDER.

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al

Case Number: 2023CP3700232

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

PlanetONE Packaging, LLC,
Plaintiff,

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,
Defendants.

ORDER

This matter came before the Court on November 1, 2023, on three motions: (1) the Motion to Dismiss filed by Defendant Dorothy Pierce, (2) the Motion to Set Aside Entry of Default filed by Defendants Dorothy Pierce and American Pharma Machinery, LLC (“American Pharma”), and (3) Plaintiff PlanetONE Packaging, LLC’s Motion for Default Judgment. Present at the hearing were Defendant Dorothy Pierce, *pro se*, and attorney Christopher B. Major on behalf of Plaintiff. Having reviewed the filings in this matter and heard the arguments of Plaintiff and the moving Defendants, the Court ORDERS as follows:

Procedural Background

Defendants were served with the Amended Complaint in this matter on May 9, 2023. The deadline to answer or otherwise respond to the Complaint was June 8, 2023. No responsive pleading was submitted to the Court or Plaintiff at that time. On June 9, 2023, Plaintiff moved for an entry of default against Defendants due to the fact that no responsive pleading had been received. This Court entered default against all Defendants via Order of Judge R. Scott Sprouse, dated June 20, 2023.

On July 21, 2023, Defendant Pierce emailed the Clerk of Court, several Court employees, and Plaintiff's counsel representing that she had attempted to mail a Motion to Dismiss to the Clerk of Court and Plaintiff's counsel on June 1, 2023 from Uganda. Attached to that email was a .pdf of a document captioned "Motion to Dismiss." Later that same day, Pierce hand delivered an *updated* version of her Motion to Dismiss that noted, among other things, that her purported June 1 mailing "may have not yet been delivered to the Court until the time of this filing." (See Paragraph 5 of Defendant Pierce's Motion to Dismiss, filed July 21, 2023).

Subsequently, Attorney Nekedia Heath (S.C. Bar No. 104977) appeared in this action and filed a Motion to Set Aside Entry of Default as to all Defendants on July 31, 2023.

Plaintiff filed a Motion for Default Judgment as to all Defendants on August 17, 2023.

Then, a hearing was initially held on Defendant Pierce's Motion to Dismiss and Defendants' Motion to Set Aside Entry of Default on August 21, 2023 before Judge J. Cordell Maddox, Jr.¹ At the hearing, Defendants verbally relied upon the purported June mailing as the basis for setting aside the entry of default but filed no memorandum of law or documentation supporting that position. Likewise, no evidence of mailing was provided at that hearing. Still, the Court continued the hearing on both motions to allow Defendants an opportunity to submit proof of mailing for the Court's review.

Plaintiff's counsel did not receive any proof of mailing from Defendants nor their counsel after the hearing. But on October 23, 2023, Attorney Heath moved to be relieved as counsel because Defendants consented to the motion and because "The Rules of Professional Conduct require so." On that same day, the Court granted Attorney Heath's request. On the same day,

¹ No hearing occurred on August 21, 2023 as to Plaintiff's then-pending Motion for Default Judgment as it had not yet been assigned a hearing date on the court roster.

Pierce emailed the Clerk of Court, the Law Clerk for the undersigned, several other Court personnel, and Plaintiff's counsel to indicate that while she would be representing herself going forward, that she understood American Pharma would need an attorney to represent it. No attorney has made an appearance on behalf of American Pharma since Attorney Heath's withdrawal.

Motion to Set Aside Entry of Default

A. Legal Standard

Pursuant to Rule 55(c) of the South Carolina Rules of Civil Procedure, "[f]or good cause shown the court may set aside an entry of default and, if a judgment by default has been entered, may likewise set it aside in accordance with Rule 60(b)." "Whether good cause is established is within the sound discretion of the court." *Williams v. Vanvolkenburg*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994). "This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice." *Sundown Operating Co., Inc. v. Intedge Indus., Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009).

B. Analysis

As the moving party seeking to set aside or avoid default, Pierce and American Pharma have the obligation and burden to "provide an explanation for the default." *Regions Bank v. Owens*, 402 S.C. 642, 648, 741 S.E.2d 51, 54 (Ct. App. 2013). As to American Pharma, no such explanation has been proffered. The only argument offered in the motion to justify setting aside the entry of default centers on Pierce's claim that she timely mailed a Motion to Dismiss while she was in Uganda. However, any such mailing would afford no relief to American Pharma. The Motion to Dismiss, both the version dated June 1, 2023 that was emailed to the Clerk of Court by Pierce on July 21, 2023, and the updated version that Pierce hand-delivered and filed on July 21,

2023, does not offer any argument or defense to liability for American Pharma. Instead, the Motion to Dismiss was submitted on behalf of Pierce only and argues only that Pierce is not responsible for the liabilities of American Pharma. As such, had the Motion to Dismiss been timely received by the Court before June 8, 2023, American Pharma would still be in default for failing to answer or otherwise respond.

Moreover, Pierce is not an attorney and cannot file a responsive pleading on behalf of American Pharma. As a limited liability company, American Pharma cannot be represented by someone who is not an attorney in this action.² *Renaissance Enters., Inc. v. Summit Teleservice, Inc.*, 334 S.C. 649, 651, 515 S.E.2d 257, 258 (1999) (noting that under South Carolina law a corporation must be represented by a lawyer in any court other than magistrates court). For these reasons, the Motion to Set Aside Entry of Default is **DENIED** as to American Pharma.

As to Defendant Pierce, the Motion to Set Aside Entry of Default argues that good cause exists to set aside the default because Pierce timely responded to the Amended Complaint by mailing a Motion to Dismiss from Uganda on June 1, 2023. To support this contention, on October 30, 2023, Pierce emailed numerous Court personnel and Plaintiff's counsel images of two documents that she claimed were receipts for the mailing of the Motion to Dismiss on June 1, 2023.

² The Motion to Set Aside Entry of Default was filed on July 31, 2023 by Attorney Heath on behalf of American Pharma and Pierce. The Motion to Dismiss was docketed on July 21, 2023, at which time no attorney had appeared for American Pharma. Heath was allowed to withdraw from this action on October 23, 2023. There has not been an appearance by an attorney on behalf of American Pharma since October 23, 2023. As such, American Pharma had no counsel of record at the time of the November 1, 2023 hearing on these motions.

In response, Plaintiff makes two arguments. First, Plaintiff asserts that by utilizing a postal system outside the United States, Pierce assumed the risk of non-delivery of the alleged mailing from Uganda.

Second, Plaintiff challenges the authenticity of the receipts submitted by Pierce. Plaintiff has submitted tracking information from a website linked from the Ugandan Postal Service indicating that the two receipts submitted by Pierce relate to shipments that were sent from Uganda on October 11, 2023, not on the June 1, 2023 date represented by Pierce. Plaintiff further notes that the receipts have not been authenticated via Affidavit or other sworn testimony.³

Based upon the current record, the Court is unable to make a determination as to the authenticity of the receipts. Pierce has the burden of “provid[ing] an explanation for the default” that would meet the good cause standard. *Regions Bank*, 402 S.C. at 648, 741 S.E.2d at 54. As such, the Court instructs Pierce to provide evidence sufficient to establish that the Motion to Dismiss was in fact mailed on June 1, 2023 to Plaintiff’s counsel and the Court by December 21, 2023. This submission should include any tracking information that is available from the ePosta site maintained by the Posta Uganda or any other independent physical evidence of mailing. If requested by Plaintiff’s counsel, Pierce will also provide login information for any relevant ePosta account so that Plaintiff can investigate the accuracy and completeness of any information provided pursuant to this Order.

³ The receipts further indicate that they relate to packages mailed by an “Oscar Ojok” rather than by Defendant Pierce.

Motion to Dismiss*A. Legal Standard*

In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint. *Spence v. Spence*, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper. *Baird v. Charleston Cty.*, 333 S.C. 519, 511 S.E.2d 69 (1999); *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (1995). “The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved on his behalf, the complaint states any valid claim for relief.” *Gentry v. Yonce*, 337 S.C. 1, 5, 522 S.E.2d 137, 139 (1999). The complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action. *Toussaint v. Ham*, 292 S.C. 415, 357 S.E.2d 8 (1987).

B. Analysis

Pierce’s Motion to Dismiss that has been docketed with the Court is the one that was filed on July 21, 2023; it is dated that same day. Pierce was in default at the time the Motion to Dismiss was docketed, so the proper procedural remedy at that time is a Motion to Set Aside Entry of Default. As such, the Motion to Dismiss is DENIED.

Even if the Motion to Dismiss had been timely mailed and received by the Court, the outcome would still be the same. The Motion to Dismiss argues that Pierce is shielded from liability in this action pursuant to S.C. Code Ann. § 33-44-303. That statute provides, in relevant part, that “the debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the company. A

member or manager is not personally liable for a debt, obligation, or liability of the company solely by reason of being or acting as a member or manager.” Pierce argues that she dealt with Plaintiff on behalf of American Pharma, and is shielded from liability due to her status as a member or manager of American Pharma.⁴

Pierce reads § 33-44-303 too broadly. The statute would provide immunity to Pierce from any theory of vicarious liability for any obligations of American Pharma. However, as the official comments to the statute make clear, “A member or manager [of an LLC] **is responsible** for acts or omissions to the extent those acts or omissions would be actionable in contract or tort against the member or manager if that person were acting in an individual capacity.” (Emphasis added).

In the Amended Complaint, Plaintiff alleges that all of its dealings with Defendants were directly with Pierce. To the extent that Plaintiff is able to prove that Pierce engaged in conduct that met the elements of the causes of action directed at her individually in the Amended Complaint, including the claims for fraud, unjust enrichment, and breach of contract accompanied by fraud, then she is subject to liability for those actions. Her status as a member or manager of American Pharma does not insulate her from liability or her own conduct. *See Johnson v. Little*, 426 S.C. 423, 432-433, 827 S.E.2d 207, 212-213 (Ct. App. 2019) (rejecting argument by a manager of an LLC that “all liabilities rest solely with the company” and finding that manager can be liable for his own tortious conduct). For those reasons, the Motion to Dismiss is DENIED.

Motion for Default Judgment

American Pharma is in default and is subject to a default damages hearing. However, since the Court has afforded Pierce another opportunity to submit evidence that would justify setting

⁴ The Motion to Dismiss does not specify what role Pierce has with American Pharma, so it is not entirely clear whether she is a member of the LLC, a manager or the LLC, or both. However, this ambiguity is not essential to the basis for the Court’s ruling.

aside the entry of default, it would not promote judicial economy to move forward with a damages hearing at this time when there is a possibility of having to hold another hearing at a later date. Accordingly, the Court will defer the default judgment issue until a later date.

Conclusion

Therefore, it is hereby ordered, for the reasons set forth above, that:

(1) The Motion to Dismiss is DENIED;

(2) The Motion to Set Aside Entry of Default is DENIED as to American Pharma. As to Pierce, she will remain in default unless she submits proof of the June 1 mailing by December 21, 2023; and

(3) The Motion for Default Judgment will be resolved after a final ruling on Pierce's Motion to Set Aside Entry of Default.

IT IS SO ORDERED.



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al
Case Number: 2023CP3700232
Type: Order/Other

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023 CP-37-00232

PLANETONE PACKAGING, LLC.

AMERICAN PHARMA MACHINERY , LLC.
ET, AL.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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:

ORDER INFORMATION

DEFENDANT'S MOTION IS TREATED AS A MOTION TO CROSS EXAMINE COUNSEL ON ATTORNEY FEES. DEFENDANT'S REQUEST TO CROSS EXAMINE IS UNTIMELY AND THEREFORE DENIED. ORDER ISSUED WITHOUT A FORMAL HEARING. NO FORMAL ORDER IS REQUESTED.

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)
CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al
Case Number: 2023CP3700232
Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

State of South Carolina
County of Oconee

Court of Common Pleas

Planetone Packaging, LLC)	
)	
Plaintiff,)	Transcript of Record
v.)	2023-CP-37-00232
)	
American Pharma Machinery, LLC,)	
and Dorothy Pierce)	
<u>Defendant.</u>)	

October 31, 2023
Walhalla, South Carolina

B E F O R E:

The Honorable R. Lawton McIntosh, Judge.

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

Christopher B. Major, Esquire
Attorney for the Plaintiff

Dorothy Pierce
Appearing for the Defendant

Lisa Scott
Circuit Court Reporter

P R O C E E D I N G S

* * * * *

THE COURT: All right. *Planetone Packaging v. American Pharma Machinery and Dorothy Pierce.*

(Parties approached.)

THE COURT: All right. This is scheduled first as a motion to set aside default by American Pharma Machinery. And then there is a motion for default judgement filed by the plaintiff.

Is -- looking at your motions that you have, sir, is that motion to set aside default on behalf of Ms. Pierce and the corporation?

MR. MAJOR: That's my understanding, Your Honor, based on conversations with her prior counsel.

THE COURT: Okay. Well, Ms. Pierce, you understand that you are not allowed to represent the corporation in this courtroom, right?

MS. PIERCE: Yeah, I know.

THE COURT: Okay.

MS. PIERCE: That's why I wanted to ask for a continuance ---

THE COURT: No.

MS. PIERCE: --- so I can hire an attorney.

THE COURT: No. That -- that -- you've been

1 advised many times and you understand that, so we're
2 going to go forward today with this hearing.

3 Okay. Now, your motion to set aside the
4 default as to you personally, I'll be glad to hear
5 from you.

6 MR. MAJOR: Your Honor, could I just briefly?
7 One procedural issue ---

8 THE COURT: Yeah.

9 MR. MAJOR: --- on the motion to set aside --
10 or excuse me -- the motion for default judgment. We
11 had staggered those so that -- my clients are based
12 in California and so they wouldn't have to travel
13 until the defendant's motions have been resolved.
14 So we had staggered them so that theirs were going
15 to be heard last month, and then we were going to
16 get ours set for hearing. When Judge Maddox gave
17 them the continuance last time, we had asked will
18 that also apply to our motion, and then they all got
19 dumped on the same hearing. So we just would like
20 to have our motion for default judgement set for
21 another calendar so we can arrange travel.

22 THE COURT: It's not going to happen. You
23 don't need to have your client here.

24 MR. MAJOR: Okay.

25 THE COURT: You -- you're -- you -- how many

1 times you been here on this kind of motion without
2 your client sitting next to you?

3 MR. MAJOR: Understood, Your Honor.

4 THE COURT: Okay. All due respect, it's time
5 to go.

6 MR. MAJOR: Okay.

7 THE COURT: Okay. So, Ms. Pierce?

8 MS. PIERCE: Yes, Your Honor.

9 THE COURT: I'll let you proceed on your motion
10 to set aside judgment as to yourself. Okay. There
11 you go. Thank you.

12 MS. PIERCE: Your Honor, I lost a friend of
13 mine in -- on May 2nd, and he was struck dead by his
14 buddy. He was a minister in Uganda. And because he
15 and I had a lot of activities going on, the project
16 was hurried up together.

17 I had to fly to Uganda. By the time they
18 stopped me, I was actually nearly on my way out to
19 Uganda. And while I was in Uganda, I decided to
20 mail a copy of my motion to dismiss to the Court and
21 I so mailed another copy to the defendant of my
22 motion to dismiss on June 1st.

23 Your Honor, I have sent every documentation
24 that is between the defendants and American Pharma
25 on behalf of the company. So they did business with

1 my company. So I am only here to say that they
2 should remain with the company, and I should be
3 dismissed from the lawsuit because I did business on
4 behalf of the company.

5 Secondly, we provided them with all the
6 remedies. That machine was ready to ship. I
7 offered them another alternative for it. The second
8 machine is -- the other one was delayed. I even
9 offered to make sure that if -- because they said
10 they needed the machine really fast, so I offered
11 them a second alternative that they should keep as
12 soon as the machine is arrived. So I didn't do
13 business with them directly, but with the company.
14 And I have presented the law that states that they
15 can't sue me because I am the owner of a limited
16 liability company. They have to deal with the
17 company directly, so I'm actually the wrong party in
18 this case.

19 THE COURT: Well, actually, I don't think
20 that's what that case holds, but I think that what
21 they said under the circumstances of that case, you
22 had to deal with as the corporation.

23 But the corp -- the cause of actions that are
24 being alleged by your client in the breach of
25 contract, which would be the business, correct?

1 MR. MAJOR: That's correct, Your Honor.

2 THE COURT: You have fraud on both parties,
3 constructive fraud on both parties, breach of
4 contract, fraudulent acts, unjust enrichment, unfair
5 trade practices, and piercing the corporate veil; is
6 that correct?

7 MR. MAJOR: That's correct, Your Honor.

8 THE COURT: Okay. Are you finished with what
9 you had to say as far as ---

10 MS. PIERCE: Yeah, so I was asking the Court to
11 set aside default judgment, and then I will -- I
12 request the Court to dismiss the case against me.

13 And, lastly, I would like to file a
14 counterclaim against them because they ---

15 THE COURT: That's not before the Court today.
16 Okay.

17 MS. PIERCE: All right.

18 THE COURT: First, let me go back to address
19 what you're saying. I read everything before y'all
20 got here, and the plaintiff in this case has
21 rightfully or wrongfully raised some question as to
22 authenticity of some documents that appear to have
23 come from Uganda. So anything that I rule today
24 will be without prejudice to the plaintiff to pursue
25 that. And if established that those are genuine, it

1 can be other sanctions that would be applied at that
2 point in time and I'm clarifying that.

3 According to what you have written, Ms. Pierce,
4 you were served. And then a few days later, you
5 went to Uganda because the death of your friend.
6 While you're in Uganda, you filed your motion to
7 dismiss. Upon your return to the United States, you
8 realized it had not been filed because they filed
9 their motion, so you immediately filed another
10 motion to dismiss.

11 MS. PIERCE: Yes.

12 THE COURT: Okay. That being the case, and you
13 agree that all of those are true? All that -- all I
14 just said is correct and true, correct?

15 MS. PIERCE: Yeah, that is what happened.

16 THE COURT: Okay. Well, the American Pharma
17 Machinery is in default because you cannot represent
18 them and you cannot file a motion to dismiss on
19 their behalf, so they are in default at this
20 juncture. Okay. Again, I need you to prepare an
21 order to that effect.

22 I'm not sophisticated enough to know whether or
23 not these documents filed by Ms. Pierce are true and
24 authentic or not authentic, but I will tell you if
25 what she did -- what she says in filing the motion

1 on her behalf, I think she took reasonable steps to
2 try to protect her interest if, in fact, that's been
3 established. I think the authenticity of exhibits
4 would be established one way or the other whether or
5 not those facts occurred.

6 MR. MAJOR: Your Honor, may I be heard just
7 briefly on that?

8 THE COURT: I'm going to let you be heard, but
9 it seems to me that's the case, that she -- her
10 motion to let her answer should be granted and let
11 her have her own -- have her day without prejudice
12 to you to seek to establish that these documents are
13 fraudulent or not authentic or somehow not what they
14 purport to be. In which event, you've been applying
15 for sanctions which would include striking of any
16 pleadings she may file.

17 Okay. Yes, sir. You may be heard.

18 MR. MAJOR: Thank you, Your Honor. May it
19 please the Court? If I failed to do it before,
20 Christopher Major from Haynsworth Sinkler Boyd for
21 plaintiff.

22 On the bigger picture, as we argued in our
23 brief that we filed when the motion to dismiss was
24 originally filed, it shouldn't matter as to whether
25 she did or did not file in Uganda because she

1 assumed the risk by using a non-sanctioned postal
2 system. She assumed the risk of non-delivery and we
3 cited case law to that effect.

4 There's South Carolina authority that -- that
5 service means delivery at an approved U.S. postal
6 system mailing. Her own motion to dismiss claimed
7 it was served U.S. service by mail. She's now told
8 the Court that that was a false representation in
9 her motion. As far as ---

10 THE COURT: I did not hear her say that, quite
11 frankly.

12 MR. MAJOR: In the -- well, in the -- her
13 position before the Court is that she mailed those
14 documents from Uganda. Well, if you look at the
15 document that she e-mailed me back in July, it says
16 on the certificate of the service, it's got a civic
17 address and it says deposited in U.S. mail,
18 certified mail. So her own motion represented to
19 the world that she served me through the U.S. mail,
20 which she's now said is not correct. So her own
21 motion contradicts what she's saying here to the
22 Court.

23 As to the issue of authenticity, I understand
24 completely what you're saying about not wanting to
25 make a -- you know, concerned about diving too

1 deeply into that, but I took the receipts that
2 Ms. Pierce provided and they have a tracking number
3 on them. And if I may approach?

4 THE COURT: Yes, sir. Would you give her a
5 copy of whatever you give to me?

6 MR. MAJOR: Absolutely. And I also provided a
7 copy of the receipts just to have them handy.

8 Your Honor, what we handed up are two copies of
9 the -- or copies of the two receipts that I was
10 e-mailed yesterday, and then I took the item number
11 in the middle there that starts "RR" for both and I
12 went to the Uganda Ministry web page. I went
13 through the postal service. There's a tracking
14 feature. I entered those numbers and you'll see the
15 printouts of those sheets where they indicate those
16 two items were mailed on October 11th of 2023 to the
17 United States.

18 One of them still hasn't been delivered, which
19 I'm presuming based on her e-mail is the one to me,
20 but there's no reference in here of any mailing in
21 June. They were mailed in October, this month, just
22 a few weeks ago. So that's the basis, Your Honor,
23 for -- for us saying that there are serious, serious
24 questions about the authenticity of these documents.
25 And we've believe that facially just from the

1 information she provided and the Uganda government
2 website, it's pretty obvious that they're not
3 authentic, Your Honor.

4 THE COURT: I don't need you to raise your
5 hand. I'm going to let you speak. Okay.

6 MS. PIERCE: Okay.

7 THE COURT: Two things, Mr. Major. You said
8 there is a case that says that if she assumed the
9 risk of using this service that has not been
10 recognized, that's no defense to being held in
11 default. Does that case actually say that? Tell
12 me about it.

13 MR. MAJOR: It's not a South Carolina case,
14 Your Honor. It's a tax court case where someone
15 tried to serve a tax protest via certified mail out
16 to an international address.

17 THE COURT: Is that based on federal rules?

18 MR. MAJOR: That based on the federal postal
19 regulations, that is not an authorized method of ---

20 THE COURT: But the federal rules of civil
21 procedure?

22 MR. MAJOR: Yes, Your Honor.

23 THE COURT: Okay.

24 MR. MAJOR: And then we've cited South Carolina
25 cases that say that service is affected by

1 depositing in the U.S. mail. And I think -- I think
2 we know why the mailbox rule is -- is in place is
3 because we have reliable mail systems that everyone
4 uses every day to serve process. And we know that
5 if you put it in there, it's probably going to be
6 delivered. When you go outside of that system, I
7 think you're at your own risk, Your Honor, and you
8 assume the risk of ---

9 THE COURT: Well, you know what? Let me do
10 this. I think I'm going to change gears on what I
11 was saying earlier because I think it's, quite
12 frankly, not necessarily fair to put the burden on
13 your client to establish authenticity, even though
14 I'd certainly leave you that road if that's the way
15 you want to pursue it.

16 It seems to me, Ms. Pierce, you've been -- I've
17 seen you appear in this courtroom many times and so
18 I know you know your way around it a little bit
19 because I've seen you and watched you. But if, in
20 fact, you did mail this from over in Uganda, it
21 seems to me that you did take the risk of -- assumed
22 the risk of it not getting here.

23 I would -- the question I have in my mind is
24 if, in fact, she mailed it on June 1st as it says on
25 this report, that it just was not until October that

1 it actually made it to be sent over, or is that a
2 whole different situation that you're talking about?
3 And I don't -- I don't know that you know or I know.

4 MR. MAJOR: And I also, the sender, according
5 to the receipts, is a Mr. Oscar Oshock (phonetic).
6 If I'm pronouncing that incorrectly, I apologize.
7 He's not here. So even the person who supposedly
8 sent it is not here to authenticate, so I don't know
9 how Ms. Pierce can do that either.

10 THE COURT: Well, I'm going to leave the
11 burden -- here's what I'm going to do in this case.

12 MS. PIERCE: Can I ---

13 THE COURT: First -- I'm going to let you
14 speak. I'm going to find that American Pharma
15 Machinery, LLC, they're in default. It's done.
16 It's clearly -- even if you take the facts as
17 alleged by Ms. Pierce as being true, they would
18 still be in default because she can't represent the
19 corporation.

20 Now, I've stopped you from speaking. I'm going
21 to allow you to have a few words in response.

22 MS. PIERCE: Your Honor, postal in Uganda is
23 actually a subsidiary of the U.S. postal mail.

24 THE COURT: Ma'am?

25 MS. PIERCE: Postal in Uganda is a partner of

1 the U.S. postal mail.

2 THE COURT: I don't know that.

3 MS. PIERCE: The United States postal mail
4 still is on the government mail subsidiary across
5 the country -- across the world. So postal
6 Uganda -- this package was mailed on this day by my
7 personal assistant, and then it was returned. And
8 then they actually called personal assistant, and I
9 advised them just to mail it. Send it back. So the
10 package was mailed, it was undeliverable, and then
11 it was returned.

12 Now, if he can find the tracking, just -- just
13 call the postal services in Uganda. This is their
14 document. They will validate the document. If they
15 need a verification and receipt of it from the
16 person that sent it from the postal services, I will
17 provide that.

18 THE COURT: No. Here's what I'm going to do.
19 Instead of him proving it, I'm going to let you
20 prove it.

21 MS. PIERCE: Yes.

22 THE COURT: You are in default by -- by all
23 means, you know, from what's happened in this case.
24 So I'm going to let you establish that, in fact,
25 these are legitimate and what you said happened

1 happened.

2 MS. PIERCE: Yes.

3 THE COURT: All right. So here's what I'm
4 going to do. I think it's appropriate that I'm
5 going to find that you're in default now. And, in
6 fact, you will have a right to establish that you're
7 not in default by showing that you did exactly what
8 was done in -- in your allegations that on June 1st
9 you mailed this.

10 I'm not ready to find that that's not
11 reasonable under the circumstances and then hold her
12 in default. If she establishes that this is what
13 happened as she alleges, so the burden's on her,
14 then she will not be in default and be allowed to
15 respond. If she is not able to do that, she's
16 already in default. Then we'll just have a damages
17 hearing. Okay.

18 MS. PIERCE: Okay.

19 THE COURT: Now, the damages against American
20 Pharma will be established at some later date.
21 They're in default. That goes without saying.

22 Okay. Anything further from the plaintiff on
23 this matter?

24 MR. MAJOR: Only on the default judgment
25 motion. I think I understood Your Honor that we're

1 going to deal with the damages as to American Pharma
2 at a later date?

3 THE COURT: Yeah.

4 MR. MAJOR: So that would be nothing further
5 then, Your Honor.

6 THE COURT: Okay. And I'm going to ask that
7 you prepare me an order and that you find that even
8 if what Ms. Pierce is true, and I have no doubt that
9 it's not, that she could not file anything on behalf
10 of American Pharma, LLC; therefore, the corporation
11 is in default.

12 I'm going to find that she, at this juncture,
13 has to establish this authenticity and validity of
14 the documents that she claims them to be and then
15 the time frames that she said that those acts were
16 performed -- the work performed at that time. If
17 she can, then she will not be in default. It'll
18 require another hearing for us to make that call.
19 If she can't, then she is in default.

20 MR. MAJOR: Understood, Your Honor.

21 THE COURT: So I would think probably -- I'm
22 going to leave it up to you, Mr. Major. If you want
23 to go forward with the hearing of this corporation,
24 that's up to you. If you want to wait until I do it
25 altogether, that's up to you.

1 MR. MAJOR: I'd rather do it altogether, Your
2 Honor.

3 THE COURT: I figured you probably would. All
4 right. Anything further from the plaintiff?

5 MR. MAJOR: Nothing further, Your Honor.

6 THE COURT: And you know you got to send her a
7 copy of the order before you send it to me?

8 MR. MAJOR: Yes, Your Honor.

9 THE COURT: Ms. Pierce, is there anything
10 further?

11 MS. PIERCE: Oh, no, sir. When I have the
12 proof, do I send it to the Court and to him?

13 THE COURT: You guys will schedule that. And
14 y'all deal with each other and then we'll -- when
15 y'all are ready, we'll have a hearing on it. It
16 doesn't have to be me. It can be any circuit court
17 judge. I'm glad to hear it or -- or somebody else.
18 Okay.

19 MS. PIERCE: Okay. Thank you, Your Honor.

20 MR. MAJOR: Thank you, Your Honor.

21 THE COURT: Thank you.

22 (Parties were dismissed.)

23 THE COURT: Ms. Pierce, I am sorry. You have a
24 motion to dismiss, and I was going to send you home
25 and not have a chance to argue it. Okay.

1 MS. PIERCE: Your Honor, what did you say
2 again?

3 THE COURT: Your motion to dismiss that you
4 said earlier I think, but it's basically, if I
5 recall, it's based on the case that is about the
6 LLCs. And your -- your position, as I understand
7 it, is I am single member LLC. As such, my tortious
8 conduct as a member of the LLC can't hold me
9 personally liable. Only the corporation can be held
10 liable; is that right?

11 MS. PIERCE: That's right.

12 THE COURT: Anything other than that?

13 MS. PIERCE: That is really just the case. I
14 did all the business on behalf of the company. All
15 the e-mails, all the contracts were on behalf of the
16 company. I did everything but the remedy.

17 THE COURT: Well, let me say this: Breach of
18 contract case is against the corporation only, so
19 that's not subject to your motion.

20 As to the fraud, constructive fraud and breach
21 of contract, fraudulent acts, I will deny your
22 motion. I don't think that the act would prevent
23 you being responsible for fraudulent conduct as an
24 individual.

25 Unjust enrichment, I don't see.

1 Unfair trade practice is only against the
2 business, right?

3 MR. MAJOR: Yes, Your Honor.

4 THE COURT: And pierce the corporate veil is
5 piercing the corporate veil.

6 Unjust enrichment stays, and it'll be -- it
7 would go against them. I think that that would not
8 shield you either as a single member LLC.

9 So the four causes of action -- fraud,
10 constructive fraud, breach of contract, fraudulent
11 act, unjust enrichments -- would not, in my
12 judgment, be nullified because it is a single member
13 LLC.

14 I will note for the record, however, that the
15 case law seems to still be outstanding on that. I
16 haven't heard -- I'm not aware of a case that has
17 found the answer. Are you aware of one, Mr. Major?

18 MR. MAJOR: No, Your Honor. My understanding
19 is -- as I read the cases is, a member can't be
20 vicariously liable just by virtue of being a member,
21 but they're still liable for their own personal,
22 especially intentional torts.

23 THE COURT: Well, it seems, yeah. I think
24 that's probably right. Anyway, all said and done,
25 I'm denying your motion. Okay. So I'm going to ask

1 you to include that in your order.

2 And now I think we have concluded. Any other
3 business at this juncture, Ms. -- Ms. Pierce?

4 MS. PIERCE: No.

5 THE COURT: Okay.

6 MS. PIERCE: And I can't say anything related
7 to ---

8 THE COURT: I mean, certainly, I'm going to let
9 you argue. I thought I let you argue it already,
10 but I'll be glad to hear if you want to -- I didn't
11 give you a whole lot of ---

12 MS. PIERCE: So, Your Honor, when they made a
13 payment for the machine, I went ahead and actually
14 used the money to produce the machine. And I have
15 the machine available, but they do not want the
16 machine anymore. The machine -- the money they
17 paid, I didn't use it. The money they paid was used
18 to make the machine for them. So how would unjust
19 enrichment even be on me and yet I didn't use the
20 machine. And the machine is still available.

21 THE COURT: Well, that's something that will be
22 argued at a trial and not in a motion.

23 MS. PIERCE: Okay. All right.

24 THE COURT: And it may be you're right with
25 that. At a motion, it's just not -- it's not the

1 time to have that done. Okay.

2 MS. PIERCE: Okay.

3 THE COURT: All right. Anything further,
4 Ms. Pierce?

5 MS. PIERCE: Not now.

6 THE COURT: Anything further, Mr. Major?

7 MR. MAJOR: No, Your Honor.

8 THE COURT: All right. That will conclude this
9 hearing. If you'll get that order and send it to
10 her first.

11 MR. MAJOR: Absolutely. Thank you, Your Honor.

12 THE COURT: All right. Thank you so much.

13 (The proceedings concluded at 3:19 p.m.)

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C E R T I F I C A T E O F R E P O R T E R

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned, Lisa Scott, Circuit Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal in the Circuit Court for Oconee County, South Carolina, on the 31st day of October, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

May 13, 2024

/s/Lisa Scott

Lisa Scott
Circuit Court Reporter

STATE OF SOUTH CAROLINA	)	IN THE COURT OF
COUNTY OF OCONEE	)	COMMON PLEAS
	)	
PLANETONE PACKAGING LLC,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	2023-CP-37-00232
DORTHY PIERCE, ET AL.,		
Defendant		

JANUARY 29, 2025
Oconee, South Carolina

B E F O R E:

HONORABLE R. LAWTON, MCINTOSH, JUDGE

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

For the PLAINTIFF
JOHN PATRICK BRADLEY, ESQUIRE

For the Defendant
DORTHY PIERCE, PRO SE

Crystal Banks (Transcriber)

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E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>I.D.</u>	<u>EVD.</u>
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(Note: No exhibits entered.)

I N D E X

PG.

KAREN DAVIDSON:

DIRECT BY MR. BRADLEY

3

CROSS BY MS. PIERCE

19

CERTIFICATION

28

1 THE COURT: All right. This is a default
2 damages hearing?

3 MR. BRADLEY: Yes, Your Honor.

4 THE COURT: Who is your witness, Karen
5 Davidson?

6 MR. BRADLEY: Yes, Karen -- hey, Karen
7 Davidson, can you hear us? Ms. Davidson?

8 THE COURT: Would you start the video at
9 the bottom of your screen, Ms. Davidson, and hit unmute?

10 MS. DAVIDSON: There we go.

11 MR. BRADLEY: Ms. Davidson, can you hear
12 me okay?

13 MS. DAVIDSON: Good morning.

14 MR. BRADLEY: Good morning. Am I clear
15 or do I need to adjust?

16 MS. DAVIDSON: Yes, I can hear you.

17 MR. BRADLEY: Thank you.

18 THE COURT: If you would, raise your
19 right hand please, ma'am.

20 THEREUPON,

21 KAREN DAVIDSON,

22 After having been duly sworn, testified as follows:

23 THE COURT: All right. Very good, your
24 witness.

25 DIRECT EXAMINATION

1 BY MR. BRADLEY:

2 Q. Ms. Davidson, can you state your full name for the
3 record please?

4 A. Karen Davidson.

5 Q. Can you identify where you work and what your position
6 is at that company?

7 A. It is the Planetone Packaging and I'm the owner.

8 Q. What does Planetone do; what are they in the business
9 of?

10 A. We are a contracting -- we do everything from
11 supplements to skin care to active --

12 Q. Are you the person at Planetone who has the most
13 knowledge --

14 A. I'm sorry.

15 Q. Ms. Davidson, are you the person at Planetone who has
16 the most knowledge about the interaction with Ms. Dorothy
17 Pierce and her company American Pharma Machiner?

18 A. No, I didn't hear anything you said.

19 Q. All right. How about now? How about now, can you
20 hear me now?

21 A. Yes, much better.

22 Q. Okay, I've got to hold it, noted. Are you the person
23 at Planetone who has the most direct knowledge about this
24 transaction at issue in this case?

25 A. Yes.

1 Q. And your involvement with Mrs. Pierce and American
2 Pharma Machiner?

3 A. Yes.

4 Q. Ms. Davidson, briefly, can you give us a little more
5 information on the background as to how you located Ms.
6 Pierce and her company and why you located her?

7 THE COURT: What relevance does that have
8 to the amount of money being owed in this case?

9 MR. BRADLEY: There are a few of the
10 items of damages related to the representations made in
11 the contract about shipping within ten to 15 days and
12 there are certain delays that --

13 THE COURT: Okay, all right.

14 BY MR. BRADLEY:

15 Q. All right, Ms. Davidson.

16 A. Can I answer the question?

17 Q. Yes, yes you can.

18 A. Okay. We, my business partner consultant is aware of
19 the company prior, and so when we were looking for -- we
20 were really looking for an American distribution. So,
21 they were a very logical source, because my business
22 partner knew of them previously. So, we didn't think --
23 that place.

24 Q. Okay, do you have Exhibit A in front of you that was
25 the Exhibit A to the amended complaint in this matter and

1 Exhibit A to the damages memo in support that I filed this
2 morning?

3 A. Yes, I do have it open.

4 MS. PIERCE: Objection, Your Honor.
5 Counsel is talking about exhibit that I don't even know
6 about.

7 THE COURT: Overruled, go ahead.

8 MR. BRADELY: Thank you, Your Honor.

9 BY MR. BRADLEY:

10 Q. Ms. Davidson

11 THE COURT: Do you have a copy of that
12 exhibit to give her?

13 MR. BRADLEY: I do. I've got a copy for
14 you too if you need it.

15 And it was also attached to the amended
16 complaint, Ms. Pierce.

17 MS. PIERCE: Well, Your Honor. I sent an
18 e-mail to counsel on January 22 and I asked counsel to
19 give me all the documents --

20 THE COURT: No, we're not doing that.

21 Have a seat, Ms. Pierce, I'm going to let
22 you speak in a minute. Not now; you're in default, okay.
23 This is a default damages hearing.

24 Go ahead.

25 MR. BRADLEY: Thank you, Your Honor.

1 BY MR. BRADELY:

2 Q. Ms. Davidson, do you have Exhibit A in front of you?

3 A. I do.

4 Q. Can you identify this document for the court?

5 A. Yes.

6 Q. Okay, tell us what it is please.

7 A. It is a -- Exhibit A is a purchase agreement -- final
8 invoice. The final invoice comes from APM in
9 acknowledgment to our purchase order. And it states that
10 we should have the equipment within ten to 15 days of a
11 paid receipt.

12 Q. And what does the total price listed for the capsule
13 counting machine state?

14 A. For \$22,788.

15 Q. Okay. And did your company pay Ms. Pierce her company
16 the \$22,788 identified on this December 5th, 2022 invoice
17 with additional terms included?

18 A. Yes, we did. We did through a finance company called
19 CIT.

20 Q. Okay, I will turn the court's attention and your
21 attention, Ms. Davidson, to Exhibit B.

22 A. Okay.

23 Q. Please let me know when you have it.

24 A. Okay.

25 Q. Can you identify Exhibit B for the record, please?

1 THE COURT: Have you given a copy to Ms.
2 Pierce?

3 MR. BRADLEY: I have. She has all of this
4 I just gave her the whole stack.

5 THE COURT: Okay. All right.

6 BY MR. BRADLEY:

7 Q. Ms. Davidson, can you identify Exhibit B for the
8 record please?

9 A. Yes. -- this document between Dorthy and I. Dorthy
10 being the owner of the APM or my contact information was
11 with Dorthy and basically, we were going back and forth as
12 to why I have not received the item.

13 Q. And on the bottom of the page one of Exhibit B,
14 there's an e-mail dated Monday December 19th, 2022 at 6:27
15 a.m. from Ms. Pierce at Planetone to you. Can you read
16 that into the record please?

17 A. I'm not sure if I have -- I'm looking at that.

18 Q. Bottom of page one of Exhibit B.

19 A. Did you say Exhibit A?

20 Q. B.

21 A. B, I'm sorry. I'm having a hard time hearing.

22 Q. Sorry. I'll talk closer.

23 A. It's okay. It's okay. At the bottom.

24 Q. Of page one of Exhibit B.

25 A. That will be page two or page three?

1 Q. Page one of Exhibit B.

2 A. Okay, page one. It says, good morning, Karen. I have
3 received the payment from CIT.

4 Q. Okay. And I'll stop you right there, Ms. Davidson.

5 Is this a true and accurate copy of an e-mail you received
6 from Ms. Pierce and American Pharma confirming receipt of
7 the full and total payment of the capsule counting machine
8 for \$22,788 from your financing source, CIT?

9 A. Yes, sir.

10 Q. Okay. And as of December 19, 2022 you had not
11 received the machine, correct?

12 A. Have not.

13 Q. Okay. Moving to Exhibit C. Please let me know when
14 you have it up.

15 A. C as in Charlie?

16 Q. Correct.

17 A. I've got it.

18 Q. Can you identify the correspondence on the first two
19 pages for the record please and whether it is true
20 accurate to the best of your knowledge?

21 A. It is. Would you like me to read what Dorthy wrote?

22 Q. Tell me this, on page one, January 31, 2023 at 3:34
23 p.m. it appears you received an e-mail from Ms. Pierce at
24 American Pharma after several follow-ups that you sent
25 about the status of your machine. Tell me about your

1 understanding of Ms. Pierce's position that she is taking
2 in this e-mail January 31 over a month after receiving --

3 THE COURT: Let me ask you this, there's
4 a default. The allegations are deemed admitted. The
5 purpose of today's hearing is to establish your damages.

6 MR. BRADLEY: Right.

7 THE COURT: What relevance does that have
8 to do with this?

9 MR. BRADLEY: Various correspondence that
10 we will get to as quickly as I can, Your Honor.

11 THE COURT: I understand. I don't want -
12 - I don't need correspondence. I want to hear the
13 damages.

14 MR. BRADLEY: It goes to mitigation that
15 she could cross us on that's why.

16 THE COURT: All right. Go ahead.

17 BY MR. BRADLEY:

18 Q. Ms. Davidson, is this January 31, 2023 e-mail the
19 first that you heard from Ms. Pierce after she received
20 full payment and told you that the machine was going to
21 take longer than contracted for?

22 A. That's correct.

23 Q. Okay. We'll move on. Moving to Exhibit D.

24 A. Okay.

25 Q. Can you identify for the record Exhibit D and the e-

1 mail correspondence that's contained therein?

2 A. Based on what we were just saying we got on offer to
3 send out a replacement. I never received any photos or
4 videos showing a replacement would be satisfactory. So, I
5 didn't -- we didn't pursue it.

6 Q. And it looks like, Ms. Davidson, and I'll direct you
7 to page two of Exhibit D, you asked -- did you ask Ms.
8 Pierce for that information to be able to make a
9 determination about whether it was a suitable replacement
10 an alternative to what you had already paid for?

11 A. I did. I asked her specific information on it like
12 photo, serial number, -- number all of that.

13 Q. And on page three of Exhibit D there are two photos,
14 do you have those pulled up?

15 A. Yeah, and I'm looking at them.

16 Q. Are you able to identify this as an appropriate
17 substitute or not?

18 A. I can't really tell because I don't know what the
19 specs are.

20 Q. Okay.

21 A. And you know, it's like a BMW with no motor. I need
22 to know that it's working and -- knowing what the specs
23 are.

24 Q. I understand. So, as of this correspondence which the
25 latest in the e-mail thread is dated February 10th, 2023 in

1 Exhibit D. You had not received the machine. You had not
2 received the information that you requested about the
3 proposed alternative machine, and you had not been
4 refunded your money; is that correct?

5 A. Correct.

6 Q. Turning to Exhibit F please.

7 A. I am there.

8 Q. Can you identify the correspondence you sent Ms.
9 Pierce it appears on page one February 8th, 2023, at 7:23
10 p.m., and why you sent that e-mail?

11 A. I was responding to this e-mail that said that the
12 machine -- is in the last stage of debugging, see below,
13 and I basically was responding to that going well, what do
14 you mean debugging? I don't even know what you're talking
15 about here, and this is three months later.

16 Q. And did you request a refund in this e-mail as well?

17 A. Yes.

18 Q. And did you ever receive that? And did you ever
19 receive that refund?

20 A. (No response.)

21 Q. Ms. Davidson, can you hear me?

22 A. Yes.

23 Q. And did you ever receive that refund?

24 A. I did not.

25 Q. Okay. Moving to Exhibit G.

1 A. Exhibit what?

2 Q. G.

3 A. G, okay. I am here. I've got it open.

4 Q. Can you identify the date at the top of page one that
5 you sent an e-mail to Ms. Pierce again requesting the
6 refund?

7 A. The date is Sunday -- 5th, at 8:49 p.m. and my e-mail
8 basically that this machine is still overseas and it has
9 not arrived in the U.S., the machine that we paid for
10 please refund the \$22,788. The delays excessively and
11 clearly no solution.

12 Q. So this is roughly three months after the Exhibit A
13 that we talked about where it had the payment terms,
14 delivery terms, and the specifications of what you order?

15 A. Correct.

16 Q. And you still did not have a machine and had been
17 fully paid for over three months at that point?

18 A. That is correct.

19 Q. Okay. When you did not get the machine quickly or
20 ever as contracted for, what did you and your business
21 have to do to compensate for that unexpected circumstance
22 while being out \$22,788?

23 A. We had to find replacement.

24 Q. In terms of the replacement machine that you tried to
25 purchase from Ms. Pierce?

1 A. Well, we were counting by hand. So, that's not really
2 efficient for business. So, we pivoted and found a new
3 system, but it was going to be costly to get it up and
4 running.

5 Q. Were there any additional costs borne by your company
6 for the manual counting for the four months where you did
7 not have a machine?

8 A. The additional costs being hard cost or labor costs,
9 what are you talking about?

10 Q. Let's start with labor costs. Where there additional
11 labor costs, you know, you're talking about counting by
12 hand when you don't have a machine for several months
13 while you're looking for an alternative replacement. Can
14 you --

15 A. Labor costs were double what I normally do because we
16 weren't automated.

17 Q. Okay.

18 A. Okay --

19 Q. Ms. Davidson, let me stop you there.

20 A. We had to pay overtime.

21 Q. Just to try and short circuit this a little bit, what
22 do you -- at that time, so this would have been in the
23 early months of 2023, what were your monthly labor costs
24 on average?

25 A. An average monthly would be \$8,000. We were new at

1 the time as well so now my amount is significantly higher
2 now, but about \$8,000 a month which is quite a bit when
3 you only have two or three employees.

4 Q. I got you. And so, is it your testimony today that
5 during the period when you did not have a machine and
6 could not find a reasonable alternative that suited your
7 business needs that would deliver on time, that your costs
8 were \$8,000 more per month than they would have been if
9 the machine had been delivered?

10 A. Yes.

11 Q. Okay. And briefly, tell me about the financing
12 arrangement that you have with CIT. Are you still paying
13 on that loan?

14 A. Yes, we are.

15 Q. Sorry to do this. If you will jump to Exhibit B one
16 last time, and go near the very end.

17 A. B as in boy?

18 Q. Yes, B as in boy.

19 A. Okay.

20 Q. About six pages from the back, I don't have these bate
21 stamped, but it has your signature on it and has the EFA
22 terms and months -- and monthly payment page. Have you
23 gotten to that yet?

24 A. I have that.

25 Q. Is this your financing agreement with CIT and does it

1 accurately reflect the payment obligations that you have
2 incurred and are still required to incur since the full
3 payment for this machine despite not having received it?

4 A. Yes, sir.

5 Q. So, you've been paying monthly payments of \$1,247.40
6 and have to do so for 60 months?

7 A. That's correct.

8 Q. Okay.

9 A. With no machine.

10 Q. So, right. And so presumably that includes a
11 significant amount of interest?

12 A. Yes.

13 Q. So, if you had to estimate the interest you've paid so
14 far, you know, without challenging you to do math and to
15 try and speed this up, what would you estimate that to me?

16 A. So far --

17 Q. I think it's been 16, and to help with math, it's been
18 about --

19 A. \$10,000 in interests.

20 Q. Okay. Yeah, so it's been about 16 months since the
21 full payment was made by CIT to the defendants if that
22 helps your math.

23 A. Right. That's accurate.

24 Q. Okay. And you mentioned that you had to eventually
25 purchase a different machine and line. Do you remember

1 what month that you were able to finalize that new
2 purchase and stop hand counting these pills?

3 A. It was late April, but it took a while. It took a
4 month to get working, and I had to obtain an -- system,
5 and I mean, just a lot of moving parts. Not just -- but
6 it was actually putting it all together. You have to have
7 the right case, electrical -- you have to have all the
8 things in order for that to --

9 Q. From a cost standpoint, did you have to spend more
10 money on this alternative machine than you would have --
11 than you spent to receive -- or to not receive the machine
12 that you purchased from Ms. Pierce?

13 A. Yeah. We had to undo some of the electrical
14 components and set it up differently because we were
15 designed --

16 Q. And how much did that cost?

17 A. It was probably around \$10,000.

18 Q. Okay.

19 A. And -- are very expensive to have sitting on your site
20 and not knowing what's going on.

21 Q. I understand. And if you could turn to Exhibit H
22 please.

23 A. Exhibit?

24 Q. H, the very last exhibit.

25 A. H as in Hector?

1 Q. Correct.

2 A. All right.

3 Q. Can you identify this document for me?

4 A. It is my legal bill to -- that I had hired Haynsworth
5 Sinkler and Boyd to figure out what was going on with
6 Dorthy with American Pharma and trying to figure out where
7 that machine was or, you know, just get money back from
8 what I paid for and that I didn't receive.

9 Q. To the best of your knowledge, is this an accurate
10 statement of the amount of attorney's fees that you owe to
11 Haynsworth Singler and Boyd?

12 A. It's accurate unfortunately.

13 Q. And that's \$29,057 through January 1, 2025?

14 A. Correct.

15 Q. With costs of 724.75 through January 1, 2025; is that
16 correct?

17 A. Correct.

18 MR. BRADLEY: I believe that's all I
19 have, Your Honor.

20 THE COURT: Did you prepare an affidavit
21 of attorney's fees?

22 MR. BRADLEY: Well, Your Honor, because
23 it didn't include this month, we had not done that yet,
24 but I can submit that after. This was just run earlier
25 this month.

1 THE COURT: Say that again.

2 MR. BRADLEY: This bill was just run
3 earlier this month and doesn't include this month's fees.
4 But yes, I can submit that after this hearing.

5 THE COURT: All right. Please do so.

6 MR. BRADLEY: Thank you.

7 THE COURT: All right, Ms. Pierce, just
8 so you understand. You're in default. You can question
9 this witness about the amount, of damages they're asking,
10 but you can't challenge liability. That's been
11 established, but you have a right to question her about
12 the amount of damages their claiming, okay.

13 MS. PIERCE: Yes, sir, Your Honor.

14 THE COURT: Yes, ma'am.

15 CROSS EXAMINATION

16 BY MS. PIERCE:

17 Q. Hello, Karen.

18 A. Hello.

19 Q. When you first contacted American Pharma who exactly
20 did you contact? Was it American Pharma or were you
21 looking for me?

22 MR. BRADLEY: Objection, Your Honor,
23 relevance.

24 THE COURT: You need to address the
25 questions about the amount of damages please, Ms. Pierce.

1 MS. PIERCE: I'm coming to that, Your
2 Honor.

3 THE COURT: Well, let's move forward,
4 please.

5 MS. PIERCE: Before I actually move
6 forward, I want to state on the record to preserve the
7 record, that counsel just served me all these exhibits
8 right now during this hearing. He never served me all
9 these documents prior to time, and on January 22 I had
10 sent counsel an e-mail and asked him to give me all the
11 details that he had including copies of documents, copies
12 of e-mail correspondence regarding American Pharma and the
13 client and the list of witnesses including at least a
14 brief statement of the testimony --

15 THE COURT: All right. You're in
16 default; you're not entitled to it. You can ask her about
17 damages --

18 MS. PIERCE: I will, Your Honor.

19 THE COURT: I note your objection.

20 MS. PIERCE: I will, Your Honor.

21 THE COURT: If you would go ahead,
22 please, ma'am.

23 MS. PIERCE: But counsel did not do that
24 until right now when he --

25 THE COURT: I'm going to give you a

1 chance to ask about damages and then I'm going to stop
2 you. So, if you'd go ahead and ask about damages, please.

3 BY MS. PIERCE:

4 Q. All right. Karen, isn't it true that when the machine
5 delayed, I contacted you and offered to send to you at our
6 own costs a free machine that you would use until you had
7 the machine you ordered?

8 A. You offered, you offered, to give me a replacement but
9 I didn't know anything of that replacement other than that
10 photo.

11 Q. Give me a minute, let me pull that up, because it was
12 not a replacement.

13 MS. PIERCE: Counsel, it's your own
14 evidence, Exhibit F. Do you want to read it or I should
15 read it?

16 THE COURT: Don't ask him questions. You
17 ask the witness questions, please.

18 BY MS. PIERCE:

19 Q. It says, can we send you a temporary machine to use
20 that we can pick up once you machine is delivered; do you
21 remember that discussion?

22 A. And it was never any deception about the temporary --

23 Q. It is --

24 A. It was I have a replacement. And I said I need to
25 know the serial number, I need to know --

1 Q. Exhibit F, it is here in your counsel's evidence that
2 I ask to send you a temporary machine to use.

3 MS. PIERCE: The reason why I'm asking
4 this question is because I offered to mitigate the
5 damages. They're coming to one include --

6 THE COURT: I'm going to let you argue,
7 but I want you to ask the question to this witness please.

8 MS. PIERCE: All right. Let the record
9 state that I offered a temporary machine so the client
10 could use until I could ship the machine that she ordered.

11

12 BY MS. PIERCE:

13 Q. As we speak right now, Karen, why exactly, how much do
14 you want in damages?

15 A. I would just like to have the money back that I paid.

16 Q. So you just want --

17 A. Plus my legal fees.

18 Q. The legal fees? All right, so you only want the money

19 --

20 A. The legal fees because --

21 Q. You only want the money back and legal fees?

22 MR. BRADLEY: Objection, Your Honor.

23 Asked and answered.

24 THE COURT: Sustained.

25 BY MS. PIERCE:

1 Q. It is your testimony right now you're only asking for
2 \$22,000, the money you paid for the machine?

3 A. Right.

4 MR. BRADLEY: Objection, Your Honor.

5 BY MS. PIERCE:

6 Q. All right, and then the legal fees. Did you provide
7 any evidence to back it up because it is \$29,000, and you
8 client didn't go to trial.

9 A. It's been two years.

10 Q. Did you provide any breakdown of the legal fees?

11 MR. BRADLEY: Objection, Your Honor,
12 relevance.

13 THE COURT: Overruled.

14 BY MS. PIERCE:

15 A. Well, I have the bills and all the dog and pony show
16 that we went through trying to figure all this stuff out.

17 Q. You testified here --

18 A. Like I'm sure you realize that having a lawyer in
19 North Carolina when I'm in California is not cheap.

20 Q. We're not in North Carolina. We're in South Carolina.

21 THE COURT: Move forward please.

22 BY MS. PIERCE:

23 Q. You talked about the labor costs related to the
24 purchase of the machine; can you elaborate on the labor
25 costs?

1 A. When you -- a capsule counter for that purchase in
2 December and I need to count capsules somehow, somehow we
3 have to be able to put right capsules in so we can count
4 them. And when it comes to the -- capsules times 5,000
5 bottles it takes time.

6 Q. Before you bought this machine, what were you using to
7 count because you already had clients?

8 A. Well, if I had received your machine we would have
9 been perfectly positioned to do what we were supposed to
10 do. But I did, so we had to figure that out.

11 Q. What were you using --

12 A. So I had to find a replacement.

13 Q. What were you using to count the machine -- the
14 capsules?

15 A. We were hand counting them.

16 Q. Okay. So, you were hand counting them before you
17 brought the machine?

18 A. That's right.

19 Q. And you continued to hand count them. Okay. Tell me
20 about the loan?

21 A. Tell me about what?

22 Q. About the loan you testified about

23 MS. PIERCE: You know, Your Honor. She
24 only said she wants the money back for the machine.

25 MR. BRADLEY: Objection, Your Honor.

1 MS. PIERCE: And attorney's fees. So, I
2 think, maybe, let me just end there.

3 THE COURT: I'm sorry. You want to stop
4 there?

5 MS. PIERCE: I said let me just end there
6 because she said she only wants the money back for the
7 machine, and then the legal fees. I have issues with the
8 legal fees. I will need the breakdown of the legal fees.
9 Because she is including here \$29,000.

10 THE COURT: All right. Stop for a
11 second. Do you have anymore questions for this witness?

12 MS. PIERCE: No, I'm not going to have
13 questions for the witness.

14 THE COURT: All right. I will be glad to
15 hear form you and then next, Ms. Pierce, you very -- very
16 briefly, I mean.

17 Go ahead.

18 MR. BRADLEY: Thank you, Your Honor. In
19 the memorandum we submitted this morning that Ms. Pierce
20 received via e-mail at the same time this court did with
21 all of the exhibits that we've gone through.

22 THE COURT: If you turned it in this
23 morning, I have not looked at it.

24 MR. BRADLEY: That's fine. It breaks
25 down the numbers that Ms. Davidson testified to today. It

1 also relates back to these exhibits and talks about the
2 statutory basis for trouble damages and attorney's fees
3 that we are seeking as well.

4 THE COURT: Okay. Thank you, sir.

5 All right, Ms. Pierce.

6 MS. PIERCE: I'm sticking to the
7 testimony to the client who said that she only wants a
8 refund of the total amount that was paid for the machine
9 and then I don't have any objection to that. But I have
10 an objection to the attorney's fees and I would actually
11 need the breakdown of the fees if that is --

12 THE COURT: All right. Thank you, ma'am.

13 You will have until Friday week to turn
14 in your affidavit of attorney's fees. You will copy Ms.
15 Pierce on them.

16 MR. BRADLEY: Yes, Your Honor.

17 THE COURT: If she wants to question you
18 about them, she will have a right to request a hearing.
19 You have to do so within five days of receiving the
20 affidavit of the fees from this gentleman, okay?

21 MR. PIERCE: Yes, sir.

22 THE COURT: All right. Thank you.

23 MR. BRADLEY: Thank you, Your Honor.

24 THE COURT: All right.

25 Thank you, ma'am. Have a nice day.

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MS. DAVIDSON: Thank you.

END OF PROCEEDINGS

1 CERTIFICATE OF REPORTER

2
3 STATE OF SOUTH CAROLINA)

4 COUNTY OF OCONEE)

5
6 I, Crystal Banks, Official Court
7 Reporter/Transcriber, do hereby certify that the
8 foregoing is a true, accurate and Complete
9 Transcript of Record of the proceedings had and
10 evidence introduced in the hearing of the captioned
11 case, relative to appeal, in the Court of Common
12 Pleas Court for Oconee County, South Carolina, on
13 the day of January 29, 2025.

14 I do further certify that I am neither of kin,
15 counsel nor interest to any party hereto.

16
17
18
19 Crystal Banks

20 Crystal Banks,

21 Court Reporter/Transcriber
22
23
24
25

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

C.A. No.: _____

PlanetONE Packaging, LLC,

Plaintiff,

vs.

American Pharma Machinery, LLC. and
Delores Pierce a/k/a Dorothy Wells, a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

**SUMMONS
(JURY TRIAL DEMANDED.)****TO THE DEFENDANT(S) ABOVE-NAMED:**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint on the person whose names are subscribed below at One North Main Street, 2nd Floor, Greenville, South Carolina 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. Your Answer must be in writing and signed by you or your attorney and must state your address or the address of your attorney, if signed by your attorney. If you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in the Complaint.

HAYNSWORTH SINKLER BOYD, P.A.

s/ Christopher B. Major

Christopher B. Major, SC Bar No. 72872

ONE North Main, 2nd Floor (29601)

Post Office Box 2048

Greenville, South Carolina 29602

T: (864) 240-3200/F: (864) 240-3300

cmajor@hsblawfirm.com

Attorneys for Plaintiff

March 28, 2023

Greenville, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

C.A. No.: _____

PlanetONE Packaging, LLC,

Plaintiff,

vs.

American Pharma Machinery, LLC. and
Delores Pierce a/k/a Dorothy Wells, a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

**COMPLAINT
(JURY TRIAL DEMANDED.)**

The Plaintiff complaining of the Defendants would respectfully show unto the Court:

JURISDICTION

1. Plaintiff PlanetONE Packaging, LLC (“PPL”) is a corporation organized and existing under the laws of the State of California with its principal place of business in Ventura, California.

2. Defendant American Pharma Machinery, LLC (“APM”) is a corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Seneca, South Carolina.

3. Defendant Delores Pierce a/k/a Dorothy Wells, a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo (“Pierces”) is, upon information and belief, a resident of Oconee County.

4. Jurisdiction and venue are proper in this Court pursuant to SC Code § 15-7-30 as the Defendants reside in the State of South Carolina, County of Oconee.

FACTS COMMON TO ALL CAUSES OF ACTION

5. APM advertises and represents itself as a manufacturer of pharmaceutical machinery. Among the products it advertises are capsule counters for pharmaceutical

applications.

6. APM-s website represents that “When you buy from American Pharma Machinery, your purchase is 100% risk free. PERIOD!!” (emphasis in original). See

<https://www.pharmamachineries.com/pages/shipping-policy>

7. In or around December 2022, PPL entered into discussions with Defendant Dorothy Pierce, upon information and belief the owner of Defendant APM, for the purchase of an APM-4D automatic capsule counting machine (the “Machine”) that Plaintiff was led to believe APM had in inventory.

8. APM required 100% payment before APM would ship the Machine to PPL and represented that the Machine would be delivered 10-15 business days following payment.

9. The purchase price of the Machine was \$22,788 as confirmed in the 12/5/2022 invoice from Defendants attached as **Exhibit A**. PPL arranged for financing for the acquisition of the Machine and for other equipment to be provided from other vendors, and payment was made by PPL to Defendants for the Machine.

10. Despite repeated demands for delivery of the Machine or for a full refund of the purchase price, Defendants have failed and refused to deliver the machine or otherwise perform its obligations. Plaintiff has also learned that the Machine was never in Defendant’s possession, and would have to be obtained from China.

11. Research of APM indicates that its location in Seneca, South Carolina is identified by Google as “Permanently Closed.” This same address, which appears to be a residence rather than a commercial property, appears on APM’s website as the destination for any returns.

FOR A FIRST CAUSE OF ACTION AS TO APM
(Breach of Contract - UCC)

12. Plaintiff incorporates herein by reference all previous allegations of the Complaint as if fully set forth herein.

13. APM entered into a contract with Plaintiff for the acquisition of the Machine for the price of \$22,788.

14. Plaintiff made full payment of the contract price to APM.

15. Despite receiving full payment from Plaintiff, APM has failed and refused to deliver the Machine or otherwise perform its contractual obligations.

16. The acts of APM constitute a breach of the purchase contract between the parties.

17. Plaintiff has been damaged by the breach, including the damage to its business due to the unavailability of the Machine that Plaintiff purchased, which further caused Plaintiff damages related to the financing of the purchase of the Machine.

18. This was a transaction for the sale of goods and is therefore subject to the South Carolina Uniform Commercial Code.

19. Plaintiff is entitled to judgment in the amount of \$22,788, plus interest at the applicable prejudgment rate.

FOR A SECOND CAUSE OF ACTION AS TO ALL DEFENDANTS
(Fraud)

20. Plaintiff incorporates herein by reference all previous allegations of the Complaint as if fully set forth herein.

21. During the negotiations for the purchase of the Machine, Pierce represented to PPL that Defendants had the Machine in stock and had the ability to deliver the Machine upon payment.

22. PPL had the right to rely upon these representations and did so rely upon them in agreeing to wire the purchase price to APM.

23. Defendants' representations were material to PPL's agreement to pay the purchase price.

24. Despite repeated demands for either delivery of the Machine or a refund, Defendants have failed and refused to deliver the Machine to PPL or refund the purchase price.

25. Upon information and belief, Defendants did not intend to deliver the Machine in return for the purchase price. Upon demand for a refund, Defendants sought to substitute an inferior machine as a replacement. Video provided of this inferior machine showed signs of wear and indicated that this inferior item was not a new piece of equipment. Plaintiff rejected the proposed substitution and again insisted on a refund of the purchase price for the Machine.

26. Upon information and belief, Defendants' representations about their right, ability, and intent to procure the Machine were false at the time they were made.

27. Plaintiff did not know, and had no reason to know, of the falsity of Defendants' statements.

28. Defendants' actions constituted a fraud on Plaintiff resulting in damages proximately caused by the false representations.

29. As a direct and proximate result of Defendants' willful, wanton, and reckless conduct, Plaintiff has suffered financial injury and is entitled to judgment in the amount of \$22,788, plus costs and punitive damages.

FOR A THIRD CAUSE OF ACTION AS TO ALL DEFENDANTS
(Constructive Fraud)

30. Plaintiff incorporates herein by reference all previous allegations of the Complaint as if fully set forth herein.

31. Regardless of the intent of the Defendants, at a minimum, Defendants' conduct had a tendency to deceive PPL, to violate public and private confidence, and to injure public interests.

32. Upon information and belief, Defendants knew at the time of offering the Machine for sale to Plaintiff that they did not intend to acquire or were not able to acquire the machine as represented to PPL.

33. Defendants' representations regarding the machine and the sale were material to the issue of whether PPL would have paid the purchase price for the Machine.

34. The representations were designed to mislead PPL into believing that the sale could be effectuated.

35. PPL relied upon Defendants' representations.

36. PPL did not know, and had no reason to know, of the falsity of the representations.

37. Defendants' actions constituted a constructive fraud on Plaintiff resulting in damages proximately caused by the false representations.

38. As a direct and proximate result of Defendants' willful, wanton, and reckless conduct, Plaintiff has suffered financial injury and is entitled to judgment in the amount of \$22,788, plus costs and punitive damages.

FOR A FOURTH CAUSE OF ACTION AS TO APM
(Breach of Contract Accompanied by a Fraudulent Act)

39. Plaintiff incorporates herein by reference all previous allegations of the Complaint as if fully set forth herein.

40. APM breached its contract with Plaintiff by failing to deliver the Machine as agreed, and such breach of contract was accompanied by the fraudulent acts as described with

particularity in the factual allegations and allegations of the Second Cause of Action in retaining the consideration by Plaintiff while refusing to acquire and deliver the Machine.

41. APM's actions were reckless, willful, and wanton, entitling Plaintiff to actual and punitive damages against APM.

FOR A FIFTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Unjust Enrichment)

42. Plaintiff incorporates herein by reference all previous allegations of the Complaint, to the extent they are not inconsistent with this cause of action, as if fully set forth herein.

43. Defendants have received benefits, conferred upon it by Plaintiff, as a result of Defendants' fraudulent and bad faith conduct described herein. The retention of these benefits by the Defendants would be unjust, enriching the Defendants beyond any contractual rights.

44. As a result of Defendants' unjust enrichment, Plaintiff is, in the alternative, entitled to restitution in the amount of \$22,788 for the value of the benefit it conferred upon the Defendants.

FOR A SIXTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Unfair and Deceptive Trade Practices)

45. Plaintiff incorporates herein by reference all previous allegations of the Complaint as if fully set forth herein.

46. As set forth above, the actions of Defendants constitute an unfair or deceptive method, act, or practice, pursuant to S.C. Code Ann. §39-5-10 et seq., commonly referred to as the South Carolina Unfair Trade Practices Act (herein referred to as the 'UTPA').

47. Defendants acted willfully in that it knew or should have known that their conduct constituted a violation of S.C. Code Ann. §39-5-20.

48. These unfair and deceptive acts and practices adversely affect the public interest because, among other reasons, they are capable of repetition. Upon information and belief, Defendants have engaged in substantially similar conduct of not providing the product ordered by a customer and/or of attempting to substitute a non-conforming product for the actual product for which the customer paid, as demonstrated by a search of the public records for the Court of Common Pleas in Oconee, South Carolina.

49. Plaintiff has suffered actual damages as a direct and proximate result of these unfair and deceptive acts and practices.

50. Plaintiff is entitled to judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages.

51. Because Defendants' conduct was willful, Plaintiff is entitled to an award of three times its actual damages.

52. Plaintiff is further entitled to recover its reasonable attorney's fees and costs pursuant to Section 39-5-140 of the South Carolina Code.

FOR AN SEVENTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Alter Ego/Piercing of the Corporate Veil)

53. Plaintiff incorporates herein by reference all previous allegations of the Complaint as if fully set forth herein.

54. Upon information and belief, Defendant APM was, and is organized and operated as the alter ego of Defendant Pierce for her personal benefit and advantage.

55. Upon information and belief, at all relevant times, Pierce has exercised total dominion and control over APM.

56. Upon information and belief, APM is undercapitalized.

57. Upon information and belief, Pierce and APM have so intermingled their personal and financial affairs that APM was, and is, the alter ego of Pierce and that they should therefore be considered as a single business enterprise.

58. Injustice would arise if the acts of APM are not regarded as the acts of Pierce.

Wherefore, Plaintiff prays for judgment against Defendants in the amount of \$22,788, plus prejudgment interest in the amount to be established at trial, plus legal costs, including reasonable attorney's fees, treble damages, punitive damages, and for such other and further relief as the Court deems fair and equitable.

JURY TRIAL DEMANDED.

HAYNSWORTH SINKLER BOYD, P.A.

s/ Christopher B. Major

Christopher B. Major, SC Bar No. 72872

ONE North Main, 2nd Floor (29601)

Post Office Box 2048

Greenville, South Carolina 29602

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Facsimile: (864) 240-3300

cmajor@hsblawfirm.com

Attorneys for Plaintiff

March 28, 2023
Greenville, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

C.A. No.: 2023-cp-37-00232

PlanetONE Packaging, LLC,

Plaintiff,

vs.

American Pharma Machinery, LLC. and
Dorothy Pierce a/k/a Dorothy Wells, a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

**AMENDED SUMMONS
(JURY TRIAL DEMANDED)****TO THE DEFENDANT(S) ABOVE-NAMED:**

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s/ Christopher B. Major

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Attorneys for Plaintiff

March 28, 2023

Greenville, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

C.A. No.: 2023-CP-37-00232

PlanetONE Packaging, LLC,

Plaintiff,

vs.

American Pharma Machinery, LLC. and
 Dorothy Pierce a/k/a Dorothy Wells, a/k/a
 Dorothy Aleweny a/k/a Queen Dorothy
 Amolo,

Defendants.

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 (JURY TRIAL DEMANDED)**

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2. Defendant American Pharma Machinery, LLC (“APM”) is a corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Seneca, South Carolina.

3. Defendant Dorothy Pierce a/k/a Dorothy Wells, a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo (“Pierces”) is, upon information and belief, a resident of Oconee County.

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FACTS COMMON TO ALL CAUSES OF ACTION

5. APM advertises and represents itself as a manufacturer of pharmaceutical machinery. Among the products it advertises are capsule counters for pharmaceutical

applications.

6. APM-s website represents that “When you buy from American Pharma Machinery, your purchase is 100% risk free. PERIOD!!” (emphasis in original). See <https://www.pharmamachineries.com/pages/shipping-policy>

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11. Research of APM indicates that its location in Seneca, South Carolina is identified by Google as “Permanently Closed.” This same address, which appears to be a residence rather than a commercial property, appears on APM’s website as the destination for any returns.

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17. Plaintiff has been damaged by the breach, including the damage to its business due to the unavailability of the Machine that Plaintiff purchased, which further caused Plaintiff damages related to the financing of the purchase of the Machine.

18. This was a transaction for the sale of goods and is therefore subject to the South Carolina Uniform Commercial Code.

19. Plaintiff is entitled to judgment in the amount of \$22,788, plus interest at the applicable prejudgment rate.

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(Fraud)

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26. Upon information and belief, Defendants' representations about their right, ability, and intent to procure the Machine were false at the time they were made.

27. Plaintiff did not know, and had no reason to know, of the falsity of Defendants' statements.

28. Defendants' actions constituted a fraud on Plaintiff resulting in damages proximately caused by the false representations.

29. As a direct and proximate result of Defendants' willful, wanton, and reckless conduct, Plaintiff has suffered financial injury and is entitled to judgment in the amount of \$22,788, plus costs and punitive damages.

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(Constructive Fraud)

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33. Defendants' representations regarding the machine and the sale were material to the issue of whether PPL would have paid the purchase price for the Machine.

34. The representations were designed to mislead PPL into believing that the sale could be effectuated.

35. PPL relied upon Defendants' representations.

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37. Defendants' actions constituted a constructive fraud on Plaintiff resulting in damages proximately caused by the false representations.

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(Breach of Contract Accompanied by a Fraudulent Act)

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particularity in the factual allegations and allegations of the Second Cause of Action in retaining the consideration by Plaintiff while refusing to acquire and deliver the Machine.

41. APM's actions were reckless, willful, and wanton, entitling Plaintiff to actual and punitive damages against APM.

FOR A FIFTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Unjust Enrichment)

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43. Defendants have received benefits, conferred upon it by Plaintiff, as a result of Defendants' fraudulent and bad faith conduct described herein. The retention of these benefits by the Defendants would be unjust, enriching the Defendants beyond any contractual rights.

44. As a result of Defendants' unjust enrichment, Plaintiff is, in the alternative, entitled to restitution in the amount of \$22,788 for the value of the benefit it conferred upon the Defendants.

FOR A SIXTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Unfair and Deceptive Trade Practices)

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47. Defendants acted willfully in that it knew or should have known that their conduct constituted a violation of S.C. Code Ann. §39-5-20.

48. These unfair and deceptive acts and practices adversely affect the public interest because, among other reasons, they are capable of repetition. Upon information and belief, Defendants have engaged in substantially similar conduct of not providing the product ordered by a customer and/or of attempting to substitute a non-conforming product for the actual product for which the customer paid, as demonstrated by a search of the public records for the Court of Common Pleas in Oconee, South Carolina.

49. Plaintiff has suffered actual damages as a direct and proximate result of these unfair and deceptive acts and practices.

50. Plaintiff is entitled to judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages.

51. Because Defendants' conduct was willful, Plaintiff is entitled to an award of three times its actual damages.

52. Plaintiff is further entitled to recover its reasonable attorney's fees and costs pursuant to Section 39-5-140 of the South Carolina Code.

FOR AN SEVENTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(Alter Ego/Piercing of the Corporate Veil)

53. Plaintiff incorporates herein by reference all previous allegations of the Amended Complaint as if fully set forth herein.

54. Upon information and belief, Defendant APM was, and is organized and operated as the alter ego of Defendant Pierce for her personal benefit and advantage.

55. Upon information and belief, at all relevant times, Pierce has exercised total dominion and control over APM.

56. Upon information and belief, APM is undercapitalized.

57. Upon information and belief, Pierce and APM have so intermingled their personal and financial affairs that APM was, and is, the alter ego of Pierce and that they should therefore be considered as a single business enterprise.

58. Injustice would arise if the acts of APM are not regarded as the acts of Pierce.

Wherefore, Plaintiff prays for judgment against Defendants in the amount of \$22,788, plus prejudgment interest in the amount to be established at trial, plus legal costs, including reasonable attorney's fees, treble damages, punitive damages, and for such other and further relief as the Court deems fair and equitable.

JURY TRIAL DEMANDED.

HAYNSWORTH SINKLER BOYD, P.A.

s/ Christopher B. Major
Christopher B. Major, SC Bar No. 72872
ONE North Main, 2nd Floor (29601)
Post Office Box 2048
Greenville, South Carolina 29602
Telephone: (864) 240-3200
Facsimile: (864) 240-3300
cmajor@hsblawfirm.com

Attorneys for Plaintiff

March 28, 2023
Greenville, South Carolina



98
AFFIDAVIT OF SERVICE

ELECTRONICALLY FILED - 2023 May 16 11:28 AM - OCONEE - COMMON PLEAS - CASE#2023CP0700232

PlanetONE Packaging, LLC

Case No. 2023-CP-37-00232

(Plaintiff)

VS

Court Common Pleas Oconee County

American Pharma Machinery, LLC and Dorothy Pierce aka Dorothy Wells, AKA Dorothy Aleweny aka Queen Dorothy Amolo

(Defendant)

Personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Amended Summons, Amended Complaint, Exhibit A

UPON Dorothy Pierce aka Dorothy Wells aka Dorothy Aleweny aka Queen Dorothy Amolo

delivering to him/her a copy of the same at 16 Ashwood Ave. Greenville SC 29607

On the 9th day of May 2023 at 7:37 pm am/pm, and that the above papers were served in compliance with all state and local laws.

MANNER OF SERVICE-

XXX Personal: By personally delivering copies to the person being served.

Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers

Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, I have been unable to effect process upon the person/entity being served because of the following reason(s): attempted at 709 Mourning Dove Lane Seneca SC 29678 and 750 Mourning Dove Lane Seneca SC this is a large property with a gate and padlock. Spoke to neighbors and they said Dorothy Pierce is staying in Greenville, SC

SWORN to before me this

15 day of May 2023

Theresa F. Smith

Notary Public for SC

My Commission Expires 7-22-32

(process server) Ashleigh Andrews

code HSB/K Bailey

STATE OF SOUTH CAROLINA

FILED DOORNEE COUNTY SC

MELISSA C. BURTON

CLERK OF COURT

IN THE COURT OF COMMON PLEAS

10th JUDICIAL CIRCUIT

COUNTY OF Doonee

2023 JUL 21 P

CASE NO.: 2023 CP- 37-00232Planetone Packaging LLC
Plaintiff,MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

vs.

American Pharma Machinery LLC, et al.
Defendant.

Plaintiff's Attorney:

_____, Bar No. _____

Address:

750 Mammy Lane Seneca SCPhone: 804 Fax 324 3242

E-mail: _____ Other: _____

Defendant's Attorney:

_____, Bar No. _____

Address:

Phone: _____ Fax _____

E-mail: _____ Other: _____

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Dismiss

Estimated Time Needed: _____

Court Reporter Needed: ☒ YES ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ DefendantDate submitted 7/21/2023

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00 cash☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support☐ Domestic Abuse or Abuse and Neglect☐ Indigent Status ☐ State Agency v. Indigent Party☐ Sexually Violent Predator Act ☐ Post-Conviction Relief☐ Motion for Stay in Bankruptcy☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: AWater Date Filed: _____☒ MOTION FEE COLLECTED: \$ 25.00 cash☐ CONTESTED - AMOUNT DUE: \$ _____FILED DOORNEE COUNTY SC
MELISSA C. BURTON
CLERK OF COURT
2023 JUL 21 P 11:02
ENTERED

IN THE COURT OF COMMON PLEAS

2023 JUL 21 PM 1:02

1: 02

TENTH JUDICIAL CIRCUIT

CASE NO.: 2023-CP-37-00232

VS.

**DEFENDANT DOROTHY PIERCE'S
MOTION TO DISMISS IMPROPER PARTY**

Defendants.

FACTUAL BACKGROUND

1. In early May, Defendant Dorothy Pierce had to travel to Uganda due to the death of her dearest friend, Col. Charles Okello Engola Macodwogo, the former State Minister for Labor, Employment, and Industrial Relations in the Government of Uganda. He was shot and killed by his bodyguard on May 2, 2023.
2. A few days before leaving for Uganda, on May 9, 2023, Plaintiff served the defendant with a copy of the amended complaint.
3. Defendant drafted and mailed her motion to dismiss plaintiff's amended complaint from Uganda through Uganda Post Office(USPS affiliate) to the Oconee County Court of Common Pleas on June 1st 2023. A copy of this was mailed to the plaintiff.
4. Defendant returned from Uganda on July 18, 2023.
5. Upon return, Defendant has learned through the court Clerk that her motion to dismiss may have not yet been delivered to the Court until the time of this filing.

6. Defendant is again filing this motion to dismiss physically as of today July 21, 2023.

ARGUMENT AND MEMORANDUM OF LAW IN SUPPORT

Defendant Dorothy Pierce is not responsible for the torts committed while acting in furtherance of the company's business.

7. The contract in question was entered into by Plaintiff and American Pharma Machinery LLC, a limited liability company organized and registered under the laws of South Carolina. The plaintiff is suing the wrong party. Under a limited liability company, the member of the company acting on behalf of the company is not responsible for the liability of the company. Section 33-44-303 of the South Carolina Code (2006), states that:
- a) Except as otherwise provided in subsection (c), the debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the company. A member or manager is not personally liable for a debt, obligation, or liability of the company solely by reason of being or acting as a member or manager.
 - b) The failure of a limited liability company to observe the usual company formalities or requirements relating to the exercise of its company powers or management of its business is not a ground for imposing personal liability on the members or managers for liabilities of the company.

In *16 Jade St., LLC v. R. Design Const. Co., LLC*, 405 S.C. 384, 747 S.E.2d 770 (2013), the Court withdrew its prior ruling that Carl R. Aten, Jr., a member of R. Design Construction Co., LLC, could be held personally liable for the torts committed by Aten in furtherance of the R. Design's business. This case presents the novel question of whether a member of a limited liability company can be held personally liable for torts committed while acting in furtherance of the company's business. In the Court's revised ruling, the Court answered the questions:

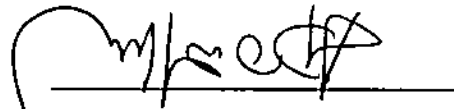
- i. Did the circuit court err in finding Aten can be held personally liable for negligent acts he committed while working for an LLC of which he was a member?
- ii. Did the circuit court err in not finding Catterson personally liable for the tortious acts of Catterson & Sons?

The Court found that Aten owed no duty to Plaintiff and “therefore [found] it unnecessary to reach the novel issue of whether the LLC Act absolves an LLC member of personal liability for negligence committed while acting in furtherance of the company business.” 16 Jade St., LLC (2013), at 390, 773. The Court also affirmed its prior ruling that Michael S. Catterson was not personally liable for the actions of Catterson & Sons, a corporation. *Id.*, at 390, 774.

8. In this instant case, defendant Dorothy Pierce is not liable for the torts of American Pharma Machinery, LLC for she acted on behalf of the company and not on her own behalf. Plaintiff had business contractual interest with the company not defendant Dorothy Pierce.

For all of these reason, the Plaintiff's complaint against the defendant should be dismissed with Prejudice.

Submitted this, July 21, 2023



Dorothy Pierce

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Plaintiff

CERTIFICATE OF SERVICE

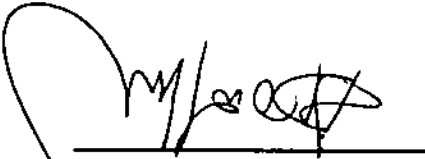
FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT

2023 JUL 21 P 1:02

I certify that on this July 21, 2023, I served the foregoing motion to dismiss to the plaintiff utilizing First-Class US Certified Mail, with appropriate postage thereon, upon all parties of record, as follows:

CHRISTOPHER B. MAJOR

One north main 2nd floor
Greenville South Carolina 29601



Dorothy Pierce

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Plaintiff

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

PlanetONE Packaging, LLC,
Plaintiff,

AFFIDAVIT OF DEFAULT

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,
Defendants.

PERSONALLY APPEARED BEFORE ME, Christopher B. Major, who being duly sworn deposes and states:

1. I am an attorney for the Plaintiff, PlanetONE Packaging, LLC (hereinafter "Plaintiff"), in the above-captioned matter.
2. I am over the age of eighteen (18) years old, I have personal knowledge of the facts contained within this affidavit, and such matters stated herein are just, true, and correct.
3. The Plaintiff served its Amended Summons and Complaint upon Defendants American Pharma Machinery, LLC, and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo (hereinafter collectively "Defendants") on May 9, 2023 via personal service, as evidenced by the Proofs of Service filed with the Court on May 16, 2023.
4. The allegations contained in the Amended Summons and Complaint were directed at the Defendants and required a responsive pleading from the Defendants.
5. As of the day of the signing this affidavit, no responsive pleading, appearance, motion, defense, or otherwise has been filed or served by any of the Defendants.

6. More than thirty (30) days have elapsed since the Defendants were served with Plaintiff's Amended Summons and Complaint.

7. Defendants are now in default.

Plaintiff requests entry and order of default against Defendants pursuant to Rule 55 of the *South Carolina Rules of Civil Procedure*.

FURTHER AFFIANT SAYETH NOT.



Christopher B. Major (SC Bar No. 72872)
HAYNSWORTH SINKLER BOYD, P.A.
ONE North Main Street, 2nd Floor (29601)
P.O. Box 2048
Greenville, South Carolina 29602
(864)-240-3200
cmajor@hsblawfirm.com

Attorney for Plaintiff PlanetONE Packaging, LLC

SWORN TO AND SUBSCRIBED BEFORE ME
this 9th day of June, 2023



Notary Public for South Carolina

My Commission expires: 8/29/2026



Paula R Lollis
NOTARY PUBLIC
State of South Carolina
My Commission Expires
August 29, 2026

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

PlanetONE Packaging, LLC,

Plaintiff,

**MOTION FOR ENTRY OF DEFAULT AS
TO ALL DEFENDANTS**

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, PlanetONE Packaging, LLC (hereinafter “Plaintiff”), hereby moves this Court pursuant to Rule 55(a) of the *South Carolina Rules of Civil Procedure* for an entry and order of default against Defendants American Pharma Machinery, LLC, and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo (hereinafter collectively “Defendants”).

The grounds for this motion are as follows:

1. Plaintiff filed its Amended Summons and Complaint on March 28, 2023.
2. All Defendants were duly served with a filed copy of the Plaintiff’s Amended Summons and Complaint, pursuant to the *South Carolina Rules of Civil Procedure*, on May 9, 2023 via personal service. The Proofs of Service evidencing the same were filed with this Court on May 16, 2023.
3. As set forth in the Affidavit of Default, which is attached hereto and incorporated herein as **Exhibit A** to this motion, more than thirty (30) days have elapsed since the aforementioned service of the Amended Summons and Complaint on the Defendants, and all of

the Defendants have failed to serve or file a pleading, answer the claims asserted in this action, defend against the claims asserted in this action, or otherwise make an appearance in this action to date.

4. Therefore, each of the Defendants are in default.

Plaintiff seeks an entry and order of default against the Defendants pursuant to Rule 55, SCRPC. This Motion is based on the Amended Summons and Complaint, Affidavit of Default, Proofs of Service, applicable law, and such other material as may be submitted to the Court.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ Christopher B. Major

Christopher B. Major (SC Bar No. 72872)
ONE North Main Street, 2nd Floor (29601)
P.O. Box 2048
Greenville, South Carolina 29602
(864)-240-3200
cmajor@hsblawfirm.com

Attorney for Plaintiff PlanetONE Packaging, LLC

June 9, 2023

Greenville, South Carolina

THE STATE OF SOUTH CAROLINA	)	IN THE COURT OF THE COMMON PLEAS
	)	
COUNTY OF OCONEE	)	
	)	Case No. 2023-CP-37-00232
PlanetONE Packaging, LLC,	)	
Plaintiff,	)	
	)	
	)	
v.	)	NOTICE OF AND MOTION TO SET ASIDE
	)	ENTRY OF DEFAULT
	)	
American Pharma Machinery, LLC.,	)	
and Delores Pierce a/k/a Dorothy	)	
Wells, a/k/a Dorothy Aleweny, a/k/a	)	
Queen Dorothy Almo.	)	
Defendants.	)	

YOU WILL PLEASE TAKE NOTICE that the Defendants by and through their undersigned counsel, will move before the Presiding Judge of the Oconee Court of Common Pleas at the Oconee County Courthouse at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard for an Order to vacate the entry of default pursuant to South Carolina Rules of Civil Procedure 60 (b).

The said Motion will be made on the grounds that Defendants made an attempt to respond to the pleading however, their attempt failed due to the foreign country in which defendants were in misplaced her filling being mailed to the Court.

s/Nekedia Heath
Nekedia Heath, Esq.
Bar No.: 104078
Heath Law, LLC
P.O. Box 16043
Greenville, SC 29606
Attorney for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PlanetONE Packaging, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

**MEMORANDUM IN OPPOSITION TO
DEFENDANT DOROTHY PIERCE'S
MOTION TO SET ASIDE DEFAULT AND
MOTION TO DISMISS**

Plaintiff PlanetONE Packaging, LLC (“PPG”) submits this memorandum in opposition to two motions filed by Defendant Dorothy Pierce in this matter: (1) an untimely Motion to Dismiss filed *pro se* by Defendant Dorothy Pierce on July 21, 2023 and (2) a Notice of and Motion to Set Aside Entry of Default filed by Pierce’s counsel on July 31, 2023. These motions should both be denied because Pierce has not demonstrated any basis for setting aside the entry of default.

Pierce failed to timely respond to the Amended Complaint in this matter. Her excuse, given months after the date of service, is that a mailing purportedly containing a Motion to Dismiss was mailed from Uganda but was “misplaced” by Ugandan Post Office. Pierce has not submitted a shred of evidence that any such mailing ever occurred. The “Certificate of Service” for the purported Motion to Dismiss represents that it was sent “First-Class **US** Certified Mail” (emphasis added) and gives an address in Seneca, South Carolina rather than a Ugandan address. No Certified Mail return receipt has been provided by Pierce despite request from the undersigned and U.S. Postal regulations do not offer Certified Mail services from a U.S. Post Office to Uganda, much less from Uganda.

Even assuming that Pierce did mail the Motion to Dismiss from Uganda in a timely manner, despite the lack of any evidence of such a mailing and the contradictory evidence from her own document, she still assumed the risk of non-delivery by electing a form of service that is not authorized by the U.S. Postal regulations or the South Carolina Rules of Civil Procedure. Given these deficiencies, both of Pierce's motions should be denied.

BACKGROUND

Defendant Pierce is in default in this matter for failure to timely respond to the Amended Complaint. Defendant Pierce was duly served with a filed copy of the Plaintiff's Amended Summons and Complaint pursuant to the *South Carolina Rules of Civil Procedure* on May 9, 2023 via personal service. The Proofs of Service evidencing the same were filed with this Court on May 16, 2023. Defendant Pierce admits via email correspondence to the Court that she received the Amended Complaint while located in the United States. **(Exhibit A)**.

After more than thirty (30) days elapsed from the aforementioned service of the Amended Summons and Complaint on Defendants, and because Defendants failed, as required by the *South Carolina Rules of Civil Procedure*, to serve or file any pleading, answer the claims asserted in this action, defend against the claims asserted in this action, or otherwise make an appearance in this action within that timeframe, Plaintiff filed a motion for entry of default against Defendants on June 9, 2023. On June 20, 2023, the Clerk of Court entered default against Defendants pursuant to Rule 55(a), SCRPC.

On July 20, 2023, Defendant Pierce emailed the undersigned counsel, the Chief Deputy Clerk of Common Pleas, and several personnel from the chambers of the Honorable Scott R. Sprouse a copy of a document captioned as a Motion to Dismiss and dated June 1, 2023. In the email, Pierce admitted that she received the Amended Complaint on May 9, 2023 and claiming

that she travelled to Uganda shortly after being served and that she mailed the purported Motion to Dismiss on June 1, 2023 from “the Uganda Post Office.” (Exhibit A). A .pdf of the purported motion was attached to the email. No such motion was ever received by the undersigned or apparently by the Court, as no such filing had been docketed, prior to the email at that time.

Pierce’s July 21 email does not include any return receipt or other proof of mailing. The purported Motion to Dismiss does include a Certificate of Service. Notably, the Certificate of Service lists an address in Seneca, South Carolina rather than a Ugandan address and represents that it was served “First-Class US Certified Mail” (emphasis added). On July 21, 2023 the motion to dismiss was docketed by the Court.

On July 31, 2023, Heath Law, LLC filed a notice of appearance “to represent Dorothy Pierce” in this matter. There was no reference to Defendant American Pharma Machinery, LLC (“APM”) in that appearance. Yet on that same day counsel for Pierce filed the Notice of and Motion to Set Aside Entry of Default purporting to move on behalf of “Defendants” generically. The only ground offered in the Motion to Set Aside Entry of Default was that “Defendants” attempted to mail a responsive pleading but “the foreign country in which defendants were in misplaced her filling [sic]”.¹ No affidavits or supporting evidence of any kind were submitted with the motion to set aside the entry of default.

¹ It is unclear what parties Heath Law, LLC represents in this matter. As noted, the notice of appearance mentions only Pierce, yet the Motion to Set Aside Entry of Default refers to “Defendants,” while also confusingly using “her” in relation to the supposed lost mailing. Pierce’s purported Motion to Dismiss cannot serve as any good faith attempt by APM to answer the Amended Complaint, as Dorothy Pierce is not an attorney and may not act on behalf of a limited liability company such as APM in this Court. Moreover, the Motion to Dismiss purported to be on behalf of Defendant Pierce only. Indeed, Pierce’s argument in the Motion to Dismiss was that she should not be answerable for APM’s obligations. So it could not constitute any evidence of a legitimate defense of APM or good cause for APM to have not answered the Amended Complaint.

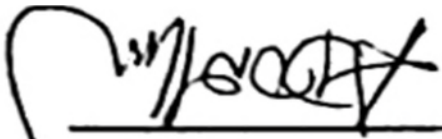
ARGUMENT

As the moving party seeking to set aside or avoid default, Defendant Pierce has the obligation and burden to “provide an explanation for the default.” *Regions Bank v. Owens*, 402 S.C. 642, 648, 741 S.E.2d 51, 54 (Ct. App. 2013). Pursuant to Rule 55(c) of the South Carolina Rules of Civil Procedure, “[f]or good cause shown the court may set aside an entry of default and, if a judgment by default has been entered, may likewise set it aside in accordance with Rule 60(b).” “Whether good cause is established is within the sound discretion of the court.” *Williams v. Vanvolkenburg*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994). “This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice.” *Sundown Operating Co., Inc. v. Intedger Indus., Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009).

Defendant Pierce’s sole excuse is the claim that she tried to mail a responsive pleading from Uganda, but that the Ugandan mail service “misplaced” her mailing. As initial matter, Plaintiff has not submitted any affidavits or other sworn testimony regarding this supposed mailing,² and indeed offers nothing in the way of documentary evidence that any such mailing was made. Indeed, the purported Motion to Dismiss emailed to the Court in July contradicts Pierce’s claims about a misdirected mailing from Uganda.

The Motion to Dismiss includes a Certificate of Service indicating that the motion was served from Seneca, South Carolina rather than from Uganda:

² Any affidavits would have to have been filed with the motion under Rule 6(d), SCRCF. So Plaintiff cannot now seek to support her motion with any new affidavits.



 Dorothy Pierce
 750 Mourning Dove Lane, Seneca, SC 29678
 Dorothypierce84@gmail.com
 Pro se Plaintiff

See Exhibit A (emphasis added). The Certificate of Service further represents that the Motion to Dismiss was sent via United States mail and that it was sent via Certified Mail:

CERTIFICATE OF SERVICE

I certify that on this June 01, 2023, I served the foregoing motion to dismiss to the plaintiff utilizing First-Class US Certified Mail, with appropriate postage thereon, upon all parties of record, as follows:

(Emphasis added).

If the purported motion had been sent via U.S. Certified Mail as Pierce represents, there would either be a return receipt showing the signature of the recipient or a return of the mailing as non-deliverable. When asked about the inconsistency between her claim of Ugandan mailing and the Certificate of Service, Pierce asserted that “Uganda post office is a government agency that offers all US postal services.” (**Exhibit B**).

As discussed below, this statement is not an accurate reflection of U.S. Postal Service services. If Pierce’s statement were true, however, then she would have the return receipt that accompanies all certified mail deliveries or the undelivered package showing that delivery failed. Pierce has refused to provide documentation of either scenario. Assuming Pierce did actually mail the Motion to Dismiss in a timely manner, then her failure to present or preserve the proof of

mailing would constitute spoliation and entitle Plaintiff to an adverse inference that the evidence would undermine her position if it had been provided. *See Stokes v. Spartanburg Regional Medical Center*, 368 S.C. 515, 522, 629 S.E.2d 675, 679 (Ct. App. 2006) (holding that an adverse inference may be drawn that when a party loses or destroys evidence, an inference can be drawn that the missing evidence would have been unfavorable to the party with control over the evidence).

Even beyond the spoliation issue, the motions should still be denied due to Pierce's failure to effectuate valid service. Under South Carolina law, "Mailing ordinarily occurs when a document is deposited with the **U.S. Postal Service** properly addressed with sufficient postage affixed." *Green v Green*, 320 S.C. 347, 350, 465 S.E.2d 130, 132 (Ct. App. 1995) (emphasis added). "U.S. postal regulations did not allow the use of certified mail for overseas delivery." *Garner v. C.I.R.*, T.C. Memo. 1996-37 (1996) (finding that party "assumed the risk of nonreceipt" by seeking to serve opposing party via certified mail overseas). The U.S. Postal Service's International Mail Manual does not include Certified Mail as an available service for mailing to Uganda, much less for incoming packages from Uganda. *See* https://pe.usps.com/text/imm/tz_015.htm.³

At best, Pierce concedes that she utilized a foreign mail system. By utilizing a method of service that is not recognized by U.S. Postal regulations, the Rules of Civil Procedure or any South Carolina law, Pierce assumed the risk of non-delivery. *See Garner v. C.I.R.*, T.C. Memo. 1996-37 (1996) (finding that no presumption of delivery attached when party "assumed the risk of nonreceipt" by seeking to serve overseas using certified mail).

³ The Postal Service does offer as an additional service on mail to Uganda a Certificate of Mailing. But that is a separate service from Certified Mail. Certified Mail requires a signature from the recipient, while a Certificate of Mailing only documents the date that a package was "mail has been presented to the **Postal Service** for mailing." (Emphasis added). https://pe.usps.com/text/imm/imm3_001.htm#ep368733. There is nothing in the Manual authorizing any postal services from Uganda.

CONCLUSION

Plaintiff requests that both pending motions filed by Defendant Pierce be denied. The Motion to Dismiss is plainly untimely, as recognized by Pierce's subsequent filing of a motion to set aside the entry of default. The Motion to Set Aside Entry of Default should also be denied as Plaintiff has not submitted any evidence that would establish good cause for setting aside the default under Rule 55. Pierce has not provided any evidence that a responsive pleading was actually mailed in a timely fashion. Indeed, the only information that Pierce has provided, the text of the supposed Motion to Dismiss, directly contradicts her present claims about attempted service from Uganda. Pierce's purported Motion to Dismiss represents to the Court that it was mailed June 1, 2023 via U.S. Certified Mail. Given the inconsistencies and unauthorized method of purported service, Pierce is not entitled to any presumption of delivery. Indeed, any presumption here should be made against Pierce, as she is the party with control over any Certified Mail receipt that could have documented her claims. Given these deficiencies, Plaintiff requests that both the Motion to Dismiss and the Motion to Set Aside Entry of Default be denied.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/Christopher B. Major

Christopher B. Major (SC Bar No. 72872)
ONE North Main Street, 2nd Floor (29601)
P.O. Box 2048
Greenville, South Carolina 29602
(864)-240-3200
cmajor@hsblawfirm.com

Attorney for Plaintiff PlanetONE Packaging, LLC

August 17, 2023

Greenville, South Carolina

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Planetone Packaging Llc
v.

American Pharma Machinery Llc et al,
DEFENDANT.

IN THE COURT OF COMMON PLEAS

Warrant No.: 2023CP3700232

ORDER

This matter comes before the Court Upon Nekedia Heath, moving this court for an Order releasing Nekedia Heath, Esquire of any further responsibility for this case. The Defendants, American Pharma Llc, and Dorothy Pierce, consents to this motion.

WHEREFORE, IT IS HEREBY ORDERED that Nekedia Heath is hereby relieved of any further representation of Defendants in the above matter.

IT IS SO ORDERED.

The Honorable Judge
Oconee County Court of Common Pleas

October _____, 2023



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al
Case Number: 2023CP3700232
Type: Order/Relieve Counsel

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE TENTH JUDICIAL CIRCUIT
PLANETONE PACKAGING 2024 FEB -2 P 1: 29
Plaintiff,
vs. CASE NO.: 2023-CP-37-00232
AMERICAN PHARMA MACHINERY, LLC.
, DOROTHY PIERCE
Defendants. MOTION TO RECONSIDER

COMES NOW defendant Dorothy Pierce (herein "the defendant) and respectfully files this motion to reconsider the court's decision dated January 16, 2024.

On November 08, 2023, Oscar Ojok, who mailed the Motion to Dismiss on behalf of defendant on June 01, 2023, sent an email to the Plaintiff and the court a copy of an affidavit stating under oath that he mailed the documents. He further mailed out an original copy of affidavit to the P.O box address provided by the Plaintiff. This satisfied the court Order dated November 06, 2023. The defendant does not have an electronic account with Posta Uganda, neither Oscar Ojok.

Additionally, the Plaintiff has both email and phone contacts of Posta Uganda. They can also verify the information provided by defendant by themselves but chose not to.

The defendant states that she has already fulfilled the court order dated November 06, 2023, and the order dated January 16, 2023, should be vacated.

Exhibits are attached herein.



DOROTHY PIERCE, Pro Se Plaintiff
750 Mourning Dove Lane, Seneca, SC 29678

CERTIFICATE OF SERVICE

I certify that on this January 24, 2023, I served the foregoing Motion to Reconsider to the plaintiff utilizing electronic service, with appropriate postage thereon, upon all parties of record, as follows:

CHRISTOPHER B. MAJOR

One north main 2nd floor
Greenville South Carolina 29601

A handwritten signature in black ink, appearing to read 'Dorothy Pierce', is written over a horizontal line.

Dorothy Pierce

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Plaintiff



Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

oscarsmile4 <oscarsmile4@gmail.com>

Fri, Nov 10, 2023 at 10:56 AM

To: cmajor@hsblawfirm.com

Cc: lmcintoshlc@sccourts.org, lmcintoshsc@sccourts.org, awatkins@oconeesc.com, dorothypierce84@gmail.com

Hello Mr. Major,

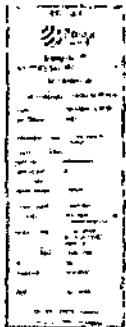
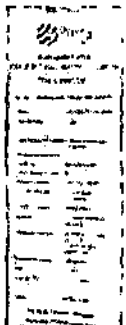
My name is Oscar Ojok.

I'm the personal assistant to Queen Dorothy. I was the one that mailed the legal documents to you and and the South Carolina court of common pleas. Queen Dorothy tells me that up to now your copy has never been delivered. I would like to mail to you my affidavit of Mailing. Please provide a valid mailing address that you use so that I can mail a hard copy of the affidavit.

Yours,

Oscar Ojok.

Sent from my Galaxy

3 attachments**IMG-20231110-WA0004.jpg**
38K**IMG-20231110-WA0003.jpg**
28K**Affidavit Oscar Ojok.pdf**
200K

Date: 11/10/2023.

Christopher Major;

1 North Main St, 2nd Floor, Greenville, SC, 29601, USA.

Oconee Court of Common Pleas,

205 W. Main St, Walhalla, SC. 29691, United States.

AFFIDAVIT OF MAILING

I, OSCAR OJOK, of Namugongo, Kampala, Uganda, do solemnly make oath and state that:

1. I am an adult male Ugandan of sound mind and a law-abiding citizen.
2. I'm the Personal Assistant of Queen Dorothy Amolo.
3. When Queen Dorothy is in Uganda, I'm run all her personal errands.
4. On June 01, 2023, I was tasked with the responsibility of mailing court papers to:
Oconee Court of Common Pleas, 205 W. Main St, Walhalla, SC. 29691, United States
and Christopher Major: 1 North Main St, 2nd Floor, Greenville, SC, 29601, USA.
5. I mailed the documents via Posta Uganda which a government owned courier agency and retained the copies of receipts on my file.
6. When Queen Dorothy returned to the USA in July 2023, she asked me to provide a copy of the receipts for mailing the documents because apparently the documents had not yet been delivered to the addresses. I sent her the copies of mailing receipts.
7. On October 04, 2023, Posta Uganda notified me the packages that I mailed were being returned to Uganda because they were Undeliverable.
8. We notified Queen Dorothy who then instructed me to ask Posta Uganda to remail the Packages.
9. Posta Uganda asked me to confirm that the addresses were correct. Queen Dorothy confirmed that the addresses were correct but "1" had to be separated from "North" as it seemed to be joined together on the mail to Christopher Major.
10. Posta Uganda remailed the packages on or about October 10, 2023, to the addresses at no additional fee.



11. Whatever I have stated herein is true and correct to the best of my knowledge,
information, and belief.

SWORN AT KAMPALA THIS 10th DAY OF NOVEMBER, 2023

OJOK OSCAR



(DEPONENT)

BEFORE ME:

COMMISSIONER FOR



DRAWN & FILED BY: THE DEPONENT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PlanetONE Packaging, LLC,
Plaintiff,

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

**MEMORANDUM IN SUPPORT OF
PLAINTIFF’S DAMAGES FOR
JANUARY 29, 2025 DAMAGES HEARING
RELATIVE TO PLAINTIFF’S MOTION
FOR DEFAULT JUDGMENT AS TO
DEFENDANTS**

Plaintiff PlanetONE Packaging, LLC (“PlanetONE” or “Plaintiff”), by and through undersigned counsel, hereby respectfully submits this memorandum and accompanying exhibits in support of its damages sought against Defendants American Pharma Machinery, LLC (“American Pharma”) and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo (“Pierce”) (collectively “Defendants”), which is the subject of the Court’s Damages Hearing today, January 29, 2025 at 2:00pm. Defendants are both in default in this matter per prior court orders.

Plaintiff’s damages are, and will be, presented to the Court via the arguments, legal authority, and documents set forth herein this memorandum, as well as the arguments of counsel at the hearing, evidence and testimony presented by Plaintiff’s witness at today’s hearing – Karen Davidson, Owner of PlanetONE, and any other forthcoming evidence or applicable law.

PERTINENT FACTUAL BACKGROUND AND PROCEDURAL HISTORY

The background facts of this case are simple and have been briefed, at length, in the many motions filed in this matter by the parties, and Plaintiff. Additionally, because the

allegations of Plaintiff's amended complaint are deemed admitted by the Defendants in this matter, the pertinent factual evidence and background set forth herein and at today's hearing need only concern facts that establish the amount of Plaintiff's damages.

Exhibit A to the amended complaint and this memorandum contains Defendants' invoice for the "APM-4D Automatic Capsule Counting Machine" (the "Machine") in which Defendants made certain written representations to Plaintiff regarding the terms of the purchase of the Machine. This, along with the terms agreed and discussed between Pierce and PlanetONE prior to purchase establish the price paid for the Machine that Defendants, as alleged and now admitted by Defendants, fraudulently obtained, withheld, refused to refund, and refused to provide the contracted-for Machine.

As alleged, Plaintiff paid Defendants in full for the Machine and never received it; Plaintiff has suffered loss of the \$22,788.00 purchase price in addition to interest that it has paid, and will continue to pay, given that it financed the purchase of the Machine – a fact that Defendants were well-aware of at the time of sale. **Exhibit B** hereto contains an email thread starting December 12, 2022 between PlanetONE, Defendants, and PlanetONE's lender CIT, regarding payment of the full \$22,788.00 purchase price of the Machine as well as Defendants' receipt of that payment on or before December 19, 2022. **Exhibit B** also contains the CIT financing paperwork and documentation regarding the monthly payments required of PlanetONE for the financing of the Machine. Plaintiff's testimony at the damages hearing will further delve into these details, but the 60-month term, and monthly payments of \$1,247.40, have and will cost Plaintiff significant sums of interest that Plaintiff has had to pay on a machine it never received.

Testimony and evidence will show that PlanetONE's efforts to ascertain the status of the Machine delivery after payment on December 19, 2022 proved fruitless, and that Defendants

continual fraudulent conduct with respect to this transaction resulted in Plaintiff being without a machine that it purchased with the intent to keep its operations up to speed with demand and to conduct its business. For example, as shown in **Exhibit C** (emails from January 30, 2023 to February 8, 2023), **Exhibit D** (emails from February 9, 2023 to February 10, 2023), **Exhibit E** (email on February 10, 2023), **Exhibit F** (email on February 8, 2023), and **Exhibit G** (email on March 5, 2023), PlanetONE tried for months – well after the 10-15 business day for delivery window agreed per Exhibit A – to ascertain the whereabouts of the Machine.

Indeed, PlanetONE tried for months to obtain a status update on the Machine (that was not delivered but fully paid for from Defendants who were unresponsive and non-specific as to “setbacks” and “bugs” with the Machine, and from Defendants who attempted to provide a lesser product as a substitute—refusing to provide a refund to PlanetONE—without any detail or substantive communication with PlanetONE regarding the proposed alternative machine or basis for refusal to refund the purchase. Testimony will show how these actions of Defendants created an untenable situation for Plaintiff regarding the operation of its business without the needed Machine, lost revenue and business opportunity, and additional costs Plaintiff had to incur for both labor and in order to locate a different machine to try and meet the needs of the business after Defendants’ conduct.

Finally, both Defendants are unrepresented – American Pharma cannot proceed pro se and, thus, no cross-examination of plaintiff’s witnesses or objections to the damages evidence can be presented by American Pharma. Defendant Pierce is proceeding pro se in this matter and may only cross-examine Plaintiff’s witnesses and object to damages evidence at today’s damages hearing, and can only do so on her personal behalf and not American Pharma.

LEGAL STANDARD

Pursuant to Rule 55(b), SCRCP, a Court may enter judgment against a defaulting defendant after damages are determined. A defendant in default admits liability but not the damages. . . .” *Wells Fargo Bank, N.A. v. Marion Amphitheatre, LLC*, 408 S.C. 87, 90, 757 S.E.2d 557, 558 (Ct. App. 2014) (internal quotation marks and citation omitted). “The defaulting defendant has conceded liability. However, a defaulting defendant does not concede the [a]mount of liability.” *Id.* Therefore, “the plaintiff must prove by competent evidence the amount of his damages, and such proof must be by a preponderance of the evidence.” *Palmetto Construction Grp., LLC v. Restoration Specialists, LLC*, 444 S.C. 328, 348-49, 907 S.E.2d 129, 140 (Ct. App. 2024).

“The trial judge has considerable discretion regarding the amount of damages, both actual or punitive.” *Austin v. Specialty Transp. Servs., Inc.*, 358 S.C. 298, 310, 594 S.E.2d 867, 873 (Ct. App. 2004) (citations omitted). The defaulting defendant’s participation at the damages hearing, if any, is limited to cross-examining the plaintiff’s witnesses and objecting to evidence. *Howard v. Holiday Inns, Inc.*, 271 S.C. 238, 241, 246 S.E.2d 880, 882 (1978); *Doe v. S.B.M.*, 327 S.C. 352, 357–58, 488 S.E.2d 878, 881 (Ct. App. 1997); *see also Palmetto Construction*, 444 S.C. at 349, 907 S.E.2d at 140 (“At the damages hearing, the defendant may only participate by cross-examining witnesses and objecting to evidence.”),

ARGUMENT

This Court has already issued orders that the Defendants are in default. Defendant Pierce is in default (Form 4 Order Nov. 6, 2023 and Jan. 16, 2024) and Defendant American Pharma is in default (Form 4 Order Nov. 6, 2023, written order Dec. 5. 2023). What remains is an order regarding damages.

As previously found by this Court, Defendants failed to plead or otherwise defend the above-captioned action as provided by the South Carolina Rules of Civil Procedure, and, as a result, Plaintiff requests a judgment of default against Defendant for the relief requested in Plaintiff's Amended Complaint. Plaintiff asserted the following causes of action against Defendants: (i) breach of contract; (ii) fraud; (iii) constructive fraud; (iv) breach of contract accompanied by a fraudulent act; (v) unjust enrichment; (vi) violation of the S.C. Unfair Trade Practices Act (SCUTPA); and (vii) alter ego/piercing the corporate veil. All of these claims have been established given the Defendants' default.

I. Plaintiff is entitled to money judgment against Defendants, jointly and severally.

Plaintiff is entitled to a money judgment against Defendants for their breach of contract, unjust enrichment, fraudulent conduct, violation of SCUTPA, and the conduct of American Pharma and Pierce being such that they are one in the same (as alleged in the amended complaint). The amount of the money judgement sought is, at a minimum, as follows:

Purchase price of Machine, paid 12/19/22 but not delivered	\$22,788.00
Interest paid on loan for Machine purchase from 12/22 to 1/25 – 16 months	~\$5,000.00
Interest to be paid on loan for Machine purchase until purchase price is recovered	TBD
Increased labor costs for 4 months, required to try and maintain production of business due to missing Machine	\$32,000.00 (\$8,000 per month)
Increase cost required to purchase a different machine line, May 2023, due to missing Machine	\$15,000.00
Attorney's fees and costs from 2/17/23 to 1/1/25 (Exhibit H). Also note \$1,000.00 for fees has already been ordered by the Court of Appeals per 11/25/24 order.	\$29,781.75 ¹
Pre-judgment interest	TBD

¹ Does not include fees incurred but not yet billed for Jan. 2025 which, at a minimum, will be \$5,000 or more pending final month-end bill, which Plaintiff will provide via supplemental filing to the court post-hearing.

To date, notwithstanding attorneys' fees/costs, pre-judgment interest, and costs to continue to pay interest on the loan, Plaintiff has suffered actual damages of at least \$74,788.00 as a result of Defendants' conduct regarding the contract and the Machine at issue.

Notably, however, among other causes of action, Plaintiff asserted a claim against both Defendants for violation of the South Carolina Unfair Trade Practices Act and alleged, *inter alia*, Defendants' "acted willfully in that [they] knew or should have known that their conduct constituted a violation of S.C. Code Ann. § 39-5-20 [SCUTPA]." *See* Am. Compl. at ¶ 47. Given that the Defendants are in default, this allegation, among all the rest in the pleading, is deemed admitted and, thus, Plaintiff is entitled to "three times the actual damages sustained" under SCUTPA. *See* S.C. Code Ann. § 39-5-140(a) ("If the court finds that the use or employment of the unfair or deceptive method, act or practice was a willful or knowing violation of Section 39-5-20, the court shall award three times the actual damages sustained and may provide such other relief as it deems necessary or proper."). Based on the \$74,788 figure calculated above, treble damages owed to Plaintiff by Defendants here equals \$224,364.00.

Additionally, Plaintiff is also entitled to its reasonable attorneys' fees and costs given Defendants' violation of SCUTPA as alleged in the amended complaint. *See id.* ("Upon the finding by the court of a violation of this article, the court shall award to the person bringing such action under this section reasonable attorney's fees and costs.").

As noted above, these are only ascertained through January 1, 2025, and supplemental costs and fees are expected for the month of January 2025 and onward, as necessary, through the conclusion of this matter.

Therefore, Plaintiff is entitled to a judgment against the Defendants in the amount of \$224,364.00, plus attorneys' fees and costs, which currently total \$29,781.75

CONCLUSION

Based on the foregoing, Plaintiff respectfully requests entry of default judgment against the Defendants, jointly and severally, for the following relief:

1. Money damages in the following amounts:
 - A. Two Hundred and Twenty-Four Thousand, Three-Hundred and Sixty-Four Dollars (\$224,364.00) in actual damages, trebled under SCUTPA;
 - B. Twenty-Nine Thousand Seven-Hundred and Eighty-One Dollars and Seventy-Five Cents (\$29,781.75) for attorneys' fees and costs through January 1, 2025;
 - C. Additional attorneys' fees and costs incurred for January 2025 and to be incurred through final resolution, to be supplemented via later affidavit.
2. For prejudgment interest at the statutory rate;
3. For punitive damages; and
4. For such other relief the Court deems just and proper.

HAYNSWORTH SINKLER BOYD, P.A.

s/ J. Patrick Bradley
 Christopher B. Major, S.C. Bar No. 72872
 J. Patrick Bradley, S.C. Bar No. 103608
 One North Main, 2nd Floor (29601-2772)
 P. O. Box 2048
 Greenville, SC 29602-2048
 Telephone: (864) 240-3200
 Facsimile: (864) 240-3300
 cmajor@hsblawfirm.com
 pbradley@hsblawfirm.com

Attorneys for Plaintiff PlanetONE Packaging, LLC

January 29, 2025

Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF Oconee

131

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUITFILED OCONEE COUNTY, SC: 2023-CP-3700-0252
MELISSA C. BURTON
CLERK OF COURTPlanstone Packaging LLC

Plaintiff

vs.

American Phone Machinery et al

Defendant.

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax: _____ E-mail: _____ Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: <u>750 Manning Ave in</u> <u>Seneca SC 29678</u> Phone: _____ Fax: <u>864324-3207</u> E-mail: _____ Other: <u>dordypp@a84@gmail.com</u>
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information Nature of Motion: <u>Dispute Contest</u> Estimated Time Needed: _____ Court Reporter Needed: ☒ YES / ☐ NO	
SECTION II: Motion/Order Type ☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. <u>[Signature]</u> Signature of Attorney for ☐ Plaintiff / ☐ Defendant <u>02/14/2025</u> Date submitted	
SECTION III: Motion Fee ☐ PAID - AMOUNT: \$ _____ ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____	
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____
CLERK'S VERIFICATION Collected by: <u>[Signature]</u> Date Filed: <u>2502 cash pd</u> ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____	

2025 FEB 14 P 1:52

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT

SCCA 233 (11/2003)

 Copies to: no copies
 Atty _____ (P) _____ (D) _____
 DSS _____ other _____

[Signature]
 ENTERED

FILED OCONEE COUNTY, SC
 STATE OF SOUTH CAROLINA MELISSA C. BURTON IN THE COURT OF COMMON PLEAS
 COUNTY OF OCONEE CLERK OF COURT
 PLANETONE PACKAGING 2025 FEB 14 P 1:52 TENTH JUDICIAL CIRCUIT

Plaintiff,
 vs.
 AMERICAN PHARMA MACHINERY, LLC.
 , DOROTHY PIERCE
Defendants.

CASE NO.: 2023-CP-37-00232

DEFENDANT DOROTHY PIERCE'S MOTION TO CONTEST ATTORNEY'S FEES,
REQUEST FOR CROSS-EXAMINATION OF PLAINTIFF'S ATTORNEY, AND
OBJECTION TO FRAUDULENT FEE CLAIMS

COMES NOW the Defendant, Dorothy Pierce, appearing pro se, and moves this Honorable Court to contest Plaintiff's excessive and unjustified attorney's fee request of \$37,766.33. Defendant further seeks to compel Plaintiff to provide a detailed, itemized breakdown of all attorney's fees and costs incurred and requests the right to cross-examine Plaintiff's attorney regarding the claimed fees, billing practices, and lack of supporting documentation.

On February 13, 2025, Defendant received Plaintiff's Affidavit of Attorney's Fees and Costs along with a copy of the Form 4 Order via ordinary mail. The delay in receiving these documents prejudiced Defendant's ability to timely object and respond to the excessive fee request before it was submitted to the court.

The Plaintiff's claim for attorney's fees is grossly inflated, fraudulent, and unsupported by the actual work performed in this case. Plaintiff provides no breakdown of costs or justification for the excessive amount requested, especially considering the limited documented filings in this matter. There was no serious litigation—no depositions, no discovery, and no trial. The only work performed consisted of drafting a complaint, filing a few motions, and appearing at three short hearings, none of which required extensive legal work or significant attorney time. Without an itemized account of specific tasks performed, who completed the work, and how the time was allocated, Plaintiff's fee request is unsubstantiated and should be denied or significantly reduced.

Moreover, in January 2024, Defendant offered Plaintiff a full refund of the amount paid for the equipment, and Plaintiff accepted the offer. However, instead of promptly moving forward to draft a settlement order and resolve the matter, Plaintiff deliberately delayed the process. Plaintiff chose to wait an additional year only to collect the same amount already offered, solely for the purpose of inflating attorney's fees and continuing to bill unnecessary legal costs. This bad faith litigation strategy clearly demonstrates that Plaintiff prolonged the case not for the sake of justice, but to extract excessive legal fees from Defendant.

Additionally, the Court of Appeals has already determined that \$1,000 was a reasonable award for attorney's fees in this case. Despite this, Plaintiff's attorneys are attempting to claim an outrageous \$37,766.33, inflating the hours worked and charging for unnecessary filings and speculative future legal work.

I. REQUEST FOR ITEMIZED BREAKDOWN OF ATTORNEY'S FEES

Defendant respectfully requests that Plaintiff be required to submit a **detailed, itemized breakdown** of all attorney's fees and costs claimed, but not limited to:

- i. **A full list of all tasks performed**, specifying the exact nature of each legal service provided and costs of tasks performed.
- ii. **The date and duration of each billed task**, including specific time entries reflecting hours worked on each task.
- iii. **The name, title, and hourly rate of each individual who performed billable work**, distinguishing between attorneys, paralegals, and other legal staff.
- iv. **A justification for the excessive 135 hours allegedly billed**, despite the case involving **no depositions, no discovery, no trial, and only three brief hearings**.
- v. **A breakdown of any expenses incurred**, including filing fees, service fees, and other litigation-related costs.
- vi. **Proof of actual payment by Plaintiff** for any fees allegedly incurred, confirming that the requested amount has been paid and is not speculative or inflated.

Once Plaintiff has provided a complete itemized breakdown of fees, Defendant requests the right to cross-examine Plaintiff's attorney regarding the claimed fees and billing practices

II. PLAINTIFF'S FILINGS AND MINIMAL COURT APPEARANCES

Filings by Plaintiff

- a) On March 28, 2023, Plaintiff filed its Summons and Complaint, initiating the lawsuit. Later that day, at 3:08 PM, Plaintiff filed an Amended Summons and Complaint, suggesting modifications to their original claims.
- b) On May 16, 2023, Plaintiff filed an Affidavit of Service, confirming that Defendants had been served. This was a standard procedural filing requiring minimal legal effort.
- c) On June 9, 2023, Plaintiff moved for entry of default, claiming Defendant failed to respond. This motion required little legal research or effort since default judgments are straightforward procedural matters.
- d) On August 17, 2023, Plaintiff submitted a Memorandum in Opposition to Defendant Dorothy Pierce's Motion to Dismiss. This was a routine response to Defendant's motion and should not have contributed significantly to the excessive fees requested.
- e) On October 30, 2023, Plaintiff filed a Motion for Continuance of their own Motion for Default Judgment, citing irrelevant reasons. The motion contained excessive and unwarranted details, serving only to delay proceedings and justify unnecessary billable hours.
- f) On January 29, 2025, Plaintiff submitted a Memorandum in Support of Damages on the same day as the scheduled damages hearing at 2:00 PM. However, Defendant was not served with this document until the hearing itself, rendering it procedurally defective and unnecessary. Furthermore, Plaintiff's own client later admitted that she only sought a refund of the amount paid, contradicting Plaintiff's attorney's attempt to claim \$276,000 in damages. The memorandum further included several frivolous and baseless arguments that had no relevance to the case. Defendant should not be forced to pay for Plaintiff's unnecessary document, which contained claims and justifications outside the scope of litigation.
- g) On January 31, 2025, Plaintiff's attorneys filed an Affidavit of Attorney Fees, claiming \$37,766.33 in legal fees despite the fact that no trial, no depositions, and no discovery had

taken place. The affidavit contained frivolous arguments and exaggerated billing, attempting to justify an unreasonable fee amount for minimal work.

Limited Court Appearances by Plaintiff

- a) On August 21, 2023, at 9:30 AM, Plaintiff appeared in court for a 15-minute hearing, which was the only hearing before default judgment was entered. This demonstrates that the case did not involve extensive litigation requiring substantial attorney fees.
- b) On October 31, 2023, at 2:00 PM, Plaintiff appeared before Judge R. Lawton McIntosh for a 15-minute hearing on their Motion for Default Judgment and their own Motion for Continuance—a motion they filed to delay their own proceedings without a valid reason. This delay served no legal purpose and only added to unnecessary billable hours.
- c) On January 29, 2025, at 2:00PM, Plaintiff attended the damages hearing but failed to serve Defendant with their Memorandum in Support of Damages until the hearing itself. This meant that Defendant was given no opportunity to properly respond, further demonstrating Plaintiff's procedural irregularities. Additionally, Plaintiff's attorney wasted time interrogating his own client on irrelevant issues that were outside the scope of the damages hearing.

III. DEFENDANTS' LIMITED FILINGS IN THE CIRCUIT COURT

Unlike Plaintiff, who has engaged in unnecessary and excessive litigation, Defendant has only made a few essential filings in the Circuit Court:

- a) On July 21, 2023, Defendant Dorothy Pierce filed a Motion to Dismiss in response to Plaintiff's lawsuit.
- b) On July 31, 2023, American Pharma Machinery LLC filed a Motion to Set Aside Default to challenge the procedural validity of the default entered against them.
- c) On February 2, 2024, Defendant Dorothy Pierce filed a Motion for Reconsideration, which was summarily denied by the judge on February 6, 2024, without requiring any response from Plaintiff. This demonstrates the court's failure to fully consider the motion while also preventing Defendant from obtaining fair litigation rights.

In contrast to Plaintiff's extensive and unnecessary filings, Defendant has only engaged in essential legal actions that were necessary to protect their rights.

Furthermore, Defendant filed two additional motions related to scheduling irregularities and jurisdictional issues:

- a) On April 5, 2024, Defendant Dorothy Pierce was granted an Order for Protection from Court Appearance. At the time, there was an active appeal pending, and the case was in abeyance. Despite this, hearings were improperly scheduled without jurisdiction over the case.
- b) On November 7, 2024, Defendant Dorothy Pierce filed a Motion for Continuance and Certificate of Service. Again, the case was on appeal, but it was scheduled for a hearing without jurisdiction, in violation of proper legal procedure.

These filings demonstrate that Defendant's involvement in the litigation was minimal and necessary, while Plaintiff engaged in unnecessary filings and prolonged the case to inflate their fees.

IV. FRAUDULENT CLAIMS IN PLAINTIFF'S AFFIDAVIT OF ATTORNEY'S FEES

Plaintiff's attorney, Christopher B. Major, has made several false and misleading claims in the Affidavit of Attorneys' Fees and Costs in an attempt to justify an excessive fee award. These claims are unsupported by the record and must be closely scrutinized by the Court.

False Claim of Urgency Justifying Inflated Fees

Plaintiff's attorney states that "Plaintiff urged its counsel to pursue this matter with all promptness and diligence". However, this claim of urgency was self-imposed and not a legitimate basis for excessive fees.

Defendant had already offered a full refund to Plaintiff in January 2024, which Plaintiff accepted but refused to finalize by drafting a settlement order. Moreover, to mitigate any alleged business disruptions, Defendant offered Plaintiff a new machine at no cost to ensure continued production while waiting for the ordered machine to be delivered.

Plaintiff's refusal to accept this reasonable alternative eliminates any justification for urgency. Plaintiff deliberately chose litigation over resolution and intentionally delayed settlement for over a year to inflate legal fees. The urgency claimed by Plaintiff's attorney is therefore entirely manufactured and should not be a factor in awarding excessive fees.

Fraudulent Claim of 135 Hours Billed for Minimal Litigation

Plaintiff's attorney claims that he and his associates spent **135 hours** on this case. However, the litigation history shows that Plaintiff's legal work was minimal and does not justify such extensive billing.

- No depositions were conducted.
- No discovery was exchanged.
- No trial took place.
- Plaintiff only appeared at three brief hearings, each lasting approximately 15 minutes.

Given the lack of substantive litigation, the claim that 135 hours were spent on this case is blatantly excessive and should be rejected as fraudulent billing.

False Justification for "Anticipated Future Filings"

Plaintiff's attorney further states that additional time and expense will be necessary to:

- "Collect the subject judgment,"
- "Address the likely erroneous motions to be filed by Defendant(s) after judgment is entered,"
- "Bring this matter to conclusion"

To justify these speculative costs, Plaintiff's attorney inflated the requested amount by an additional \$3,433.30, which accounts for 10% of the total claimed fees.

However, court records show that Defendant has only filed three motions throughout the entire case:

- Motion to Dismiss – Filed July 21, 2023

- Motion to Set Aside Default – Filed July 31, 2023
- Motion for Reconsideration – Filed February 2, 2024 (Summarily Denied on February 6, 2024)

These were routine and necessary motions, none of which resulted in excessive filings or prolonged litigation. There is no basis for Plaintiff's attorneys to claim that Defendant will file additional motions warranting further legal fees.

The request for \$3,433.30 in anticipated future legal fees is fraudulent and should be denied outright.

V. OBJECTIONS TO PLAINTIFF'S ATTORNEY'S FEES

1. Defendant objects to Plaintiff's request for \$37,766.33 in attorney's fees on the grounds that it is excessive, unjustified, and unsupported by the record. The claimed fees should be denied or significantly reduced as they are based on inflated billing, speculative future filings, self-imposed urgency, and procedural irregularities.
2. First, the litigation in this case was minimal and did not justify extensive legal work. Plaintiff's attorneys claim to have billed 135 hours, yet there was no discovery, no depositions, and no trial. The only litigation consisted of drafting a complaint, filing a few motions, and appearing at three short hearings, each lasting approximately 15 minutes. Given the simplicity of the case, the billed hours are grossly exaggerated and do not reflect the actual work performed.
3. Second, Plaintiff's attorneys cite urgency as a justification for their fees, but this urgency was entirely self-imposed. In January 2024, Defendant offered Plaintiff a full refund, which Plaintiff accepted but refused to finalize by drafting a settlement order. To further mitigate any disruption, Defendant offered Plaintiff a replacement machine at no cost to allow them to continue production while awaiting delivery of their ordered machine. Plaintiff's refusal to accept this reasonable alternative shows that any urgency claimed by Plaintiff's attorneys was manufactured and should not be considered as a basis for inflating legal fees.
4. Third, Plaintiff's request includes a fraudulent claim for speculative future filings. Plaintiff's attorneys have added \$3,433.30 for "anticipated filings" that they assume Defendant will make after judgment is entered. However, court records show that Defendant has only filed three motions in this case:

- i. Motion to Dismiss – Filed July 21, 2023
 - ii. Motion to Set Aside Default – Filed July 31, 2023
 - iii. Motion for Reconsideration – Filed February 2, 2024 (Summarily Denied on February 6, 2024)
5. These motions were legitimate and necessary to protect Defendant's rights, and there is no basis for Plaintiff's attorneys to assume that Defendant will file additional motions that justify further fees. Courts do not award fees for hypothetical legal work that has not yet occurred, making this request fraudulent and improper.
 6. Fourth, any filings related to the appeal cannot be included in the Circuit Court's attorney fee request. Plaintiff did not file any response in the Court of Appeals because the appeal was dismissed due to late filing and service. Any filings made by Defendant in the South Carolina Supreme Court were already addressed when the Court of Appeals awarded Plaintiff \$1,000 in attorney's fees. Since the Court of Appeals has already ruled on attorney's fees for appellate proceedings, any fees beyond those incurred in Circuit Court cannot be included in this lower court's fee request. Plaintiff's attempt to recover appellate-related fees in Circuit Court is improper and constitutes an attempt to double-charge for work already ruled upon by the appellate court.
 7. Respondent Did Not Defend the Appeal in the Court of Appeals: After Appellant filed a notice of appeal, Respondent did not file any documents to oppose or dismiss the appeal in the South Carolina Court of Appeals. Respondent also failed to register their notice of appearance with the Court of Appeals to defend the appeal. The appeal was dismissed solely on a technicality of service before the Respondent could even respond. Consequently, Respondent did not incur any costs or attorneys' fees related to defending the appeal in the Court of Appeals.
 8. Finally, Plaintiff's attorneys delayed serving Defendant with their Affidavit of Attorney's Fees and Form 4 Order, further prejudicing Defendant's ability to timely respond. Defendant did not receive these documents until February 13, 2025, via ordinary mail, despite the importance of these filings. Plaintiff's failure to serve these documents properly raises concerns about whether this delay was intentional, as it limited Defendant's opportunity to

object before the Court considered the fee request. Such procedural irregularities further suggest bad faith litigation tactics and should weigh against granting Plaintiff's excessive attorney's fees.

VI. REQUEST FOR RELIEF AND ORDER FOR CROSS-EXAMINATION

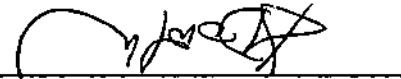
WHEREFORE, Defendant Dorothy Pierce respectfully requests that this Honorable Court deny Plaintiff's request for attorney's fees in its entirety, as the claimed amount of \$37,766.33 is excessive, fraudulent, and unsupported by the actual work performed in this case. Plaintiff has failed to provide any breakdown of costs or justification for the excessive fee request, and the record clearly reflects minimal litigation that does not warrant such an inflated amount.

Defendant further requests that this Court:

- i. Deny Plaintiff's request for attorney's fees in full, as the claimed fees are not supported by the record and constitute an improper attempt to inflate legal costs.
- ii. Strike Plaintiff's request for \$3,433.30 in "anticipated future filings," as courts do not award fees for speculative legal work that has not yet been performed.
- iii. Reject any attempt to include appellate-related fees in this Circuit Court filing, as the Court of Appeals has already ruled on attorney's fees in this case and awarded Plaintiff only \$1,000.
- iv. Find that Plaintiff's delay in serving the Affidavit of Attorney's Fees and Form 4 Order prejudiced Defendant, limiting the ability to timely object, and take appropriate action to remedy this procedural irregularity.
- v. Order Plaintiff's attorney, Christopher B. Major, to appear before the Court for cross-examination regarding the claimed attorney's fees, specifically to:
 - o Provide a fully itemized and detailed breakdown of all time entries, tasks performed, and the individuals responsible for each billed task.
 - o Justify the excessive 135 hours allegedly spent on a case with no depositions, no discovery, no trial, and only three short hearings.

- Explain why appellate-related fees, already adjudicated by the Court of Appeals, have been improperly included in this Circuit Court filing.
 - Provide proof of payment from Plaintiff for any fees actually incurred, to confirm that the amounts requested have been paid and are not speculative or fabricated.
- vi. Grant any other relief the Court deems just and proper under the circumstances.

Submitted this February 14, 2025



DOROTHY PIERCE, Pro Se Defendant
750 Mourning Dove Lane, Seneca, SC 29678

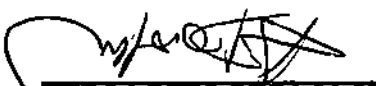
CERTIFICATE OF SERVICE

I hereby certify that on February 14, 2025, I served the foregoing Defendant Dorothy Pierce's Motion to Contest Attorney's Fees, Request for Cross-Examination of Plaintiff's Attorney, and Objection to Fraudulent Fee Claims upon the Plaintiff by electronic service via email and by mail with appropriate postage, addressed as follows:

CHRISTOPHER B. MAJOR

I North Main 2nd floor
Greenville South Carolina 29601

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2025 FEB 14 P 1:52



DOROTHY PIERCE, Pro Se Defendant.

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PlanetONE Packaging, LLC,
Plaintiff,

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,
Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

**PLAINTIFF’S MEMORANDUM IN
OPPOSITION TO DEFENDANT
DOROTHY PIERCE’S MOTION TO
CONTEST ATTORNEY’S FEES,
REQUEST FOR CROSS-EXAMINATION
OF PLAINTIFF’S ATTORNEY, AND
OBJECTION TO FRAUDULENT FEE
CLAIMS.**

Plaintiff PlanetONE Packaging, LLC (“PlanetONE” or “Plaintiff”), by and through undersigned counsel, hereby respectfully submits this memorandum and accompanying exhibits in opposition to Defendant Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo’s (“Pierce”)¹ Motion to Contest Attorney’s Fees, Request for Cross-Examination of Plaintiff’s Attorney, and Object to Fraudulent Fee Claims (the “Motion”), which Pierce filed with this Court on February 14, 2025. The Motion was untimely filed and should, therefore, be denied.

PERTINENT FACTUAL BACKGROUND AND PROCEDURAL HISTORY

On Wednesday January 29, 2025 at 2:00pm, the Honorable Lawton McIntosh held an in-person damages hearing in this matter to determine the amount of damages sought by Plaintiff for its claims, and owed by Defendants given Defendants’ defaults. Counsel for Plaintiff and Pierce appeared at this hearing and questioned Plaintiff’s sole witness, Karen Davidson, on the issue of

¹ Defendant American Pharma Machinery, LLC (“American Pharma”) is not a party to Pierce’s motion as it remains unrepresented. Still, this memorandum may refer to American Pharma and Pierce as “Defendants,” collectively, from time to time.

damages, costs, and fees. At the end of the hearing, Judge McIntosh verbally directed counsel for Plaintiff to submit a final affidavit of attorneys' fees by the end of the week – by Friday January 31, 2025. Judge McIntosh also directly addressed Pierce at the end of the hearing and verbally advised Pierce that she would have five (5) days from Friday January 31, 2025 to request cross-examination on the subject of Plaintiff's final attorneys' fees affidavit. Plaintiff's counsel and Pierce acknowledged these deadlines on the record and the hearing adjourned.² See **Exhibit A**.

On Friday January 31, 2025 at 9:38am, Judge McIntosh issued a Form 4 Order (the "Order") which read:

Damages awarded excluding attorneys' fees. Plaintiff is to file an affidavit for attorney's fees and serve Defendant within ten (10) days. **Defendant has the right to request cross examination of Plaintiff's counsel. Such request must be made in writing within five (5) days of this order being filed.** Mr. Bradley [Plaintiff's counsel] to prepare a formal order subsequent to the issue of attorney's fees being determined.

Order at p. 1 (emphasis added). Indeed, just as Judge McIntosh verbally instructed Pierce during the January 29, 2025 hearing, the Order confirmed that Pierce had five (5) days to request cross-examination of Plaintiff's counsel on the issue of fees. *Id.*

Also on Friday January 31, 2025, in compliance with Judge McIntosh's verbal directives to the parties at the January 29, 2025 hearing and the Order, Plaintiff's counsel filed its Affidavit of Attorneys' Fees and Costs (the "Affidavit") with the court, which was accepted and stamped at 12:26pm that day. Plaintiff's counsel also served Pierce with the Affidavit as indicated on the Certificate of Service filed with the Court on January 31, 2025 at 12:26pm.³

² A transcript of this proceeding has been requested and Plaintiff will supplement this memorandum upon receipt of the certified transcript of the January 29, 2025 hearing. **Exhibit A** hereto thus remains blank and a placeholder for the receipt of this transcript.

³ Throughout this matter, Pierce has made a habit of refusing service, ignoring duly served documents sent via mail, and otherwise using mail service of documents as an excuse to delay,

Likewise, upon receipt of the January 31, 2025 Order from Judge McIntosh, Plaintiff served the same on Pierce via mail the same day as well, as indicated on the Certificate of Service filed with the Court on January 31, 2025 at 2:51pm.⁴

Pursuant to the directive Judge McIntosh gave Pierce at the January 29th hearing and the January 31st Order, Pierce had five days from January 31, 2025 to request, in writing, cross-examination of Plaintiff's counsel on Plaintiff's attorneys' fees and costs. Meaning, Pierce had until February 5, 2025 to make this request in writing.⁵

Instead, Pierce waited until February 14, 2025—two full weeks after the Order—to file her instant Motion to Contest Attorney's Fees, Request for Cross-Examination of Plaintiff's Attorney, and Object to Fraudulent Fee Claims.

ARGUMENT

Plaintiff requests that Pierce's Motion – to the extent it seeks to belatedly request to cross-examine Plaintiff's counsel regarding attorneys' fees and costs – be denied on the basis of untimeliness in violation of Judge McIntosh's directive at the January 29th hearing and the duly served January 31st Order reiterating his prior verbal directive regarding the five-day window to request such cross-examination.

obfuscate, threaten, and divert the court and the Plaintiff's attention from the real issues before the court. Given this habit, Plaintiff has begun not only scanning and filing each Certificate of Service as usual, but also scans and retains a copy of the envelope – date stamped – demonstrating the date the mailer was sent to Pierce by Plaintiff's counsel. A copy of that envelope for the Affidavit and accompanying COS is attached hereto as **Exhibit B**.

⁴ A copy of Plaintiff's date-stamped envelope for the Order and accompanying COS is attached hereto as **Exhibit C**.

⁵ Though Plaintiff does not contend that service of the Affidavit or the Order on Pierce controls the five-day window ordered by the Court for Pierce to request cross-examination of Plaintiff's counsel, even when giving Pierce credit for the five (5) extra days to respond pursuant to Rule 6(e), SCRCP, she still misses the deadline to respond by several days.

Additionally, Pierce's Motion – to the extent it seeks to argue any new ground for contesting any fact, finding, damage, or otherwise in this matter – should be denied on the grounds that Pierce is in default and, at most, can simply cross-examine Plaintiff's counsel on the Affidavit of Attorneys' Fees and Costs. Nothing more. Plaintiff requests this Court deny, in full, each and every other request (notwithstanding the untimely request for cross examination) made in Pierce's instant Motion.

CONCLUSION

Based on the above, the public record in this case, the accompanying exhibits, and the forthcoming hearing transcript and any other authority or arguments as may be timely submitted by Plaintiff to the Court, Pierce's instant Motion should be denied in full and a final order entering the total amount of damages, including attorneys' fees and costs, should be entered against the Defendants.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ J. Patrick Bradley
Christopher B. Major, S.C. Bar No. 72872
J. Patrick Bradley, S.C. Bar No. 103608
One North Main, 2nd Floor (29601-2772)
P. O. Box 2048
Greenville, SC 29602-2048
Telephone: (864) 240-3200
Facsimile: (864) 240-3300
cmajor@hsblawfirm.com
pbradley@hsblawfirm.com

Attorneys for Plaintiff PlanetONE Packaging, LLC

February 14, 2025

Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PlanetONE Packaging, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

**AFFIDAVIT OF ATTORNEYS' FEES
AND COSTS**

PERSONALLY APPEARED BEFORE ME, the undersigned officer duly authorized to administer oaths, Christopher B. Major, who, after being duly sworn, states as follows:

1. I am a citizen, resident, and domiciliary of the State of South Carolina.
2. I am over the age of twenty-one (21) years and am competent to testify to the matters contained in this affidavit. I have personal knowledge of all matters contained in this affidavit.
3. I am a Shareholder with the law firm of Haynsworth Sinkler Boyd, P.A. and counsel for Plaintiff, PlanetONE Packaging, LLC ("Plaintiff"), in the above-captioned action. This affidavit is submitted to the Court for its consideration in awarding Plaintiff's attorneys' fees and costs against Defendants in conjunction with the damages hearing on Plaintiff's Motion for Default Judgment, which occurred before the Court in the above-captioned matter on January 29, 2025, and pursuant to the Form 4 Order issued by the Honorable Lawton McIntosh on January 31, 2025.
4. As of the date of this affidavit, January 31, 2025, Plaintiff has incurred Thirty-Three Thousand Five-Hundred and Forty-Five Dollars and Zero Cents (\$33,545.00) in Attorneys' Fees and Seven-Hundred Eighty-Eight Dollars and Three Cents (\$788.03) in costs associated with the

litigation of the above-captioned lawsuit.

5. Time and Labor expended. In connection with the representation of Plaintiff in this case, my staff, associates, and I have spent approximately 135 hours. This figure includes the time spent preparing for and attending multiple, successively filed motions, associated hearings, and appellate proceedings initiated by Defendants, culminating in this week's damages hearing on Plaintiff's Motion for Default Judgment.

6. The novelty and difficulty of the questions raised. The legal principles involved were not unusually complex.

7. The skill required to perform the legal service properly. The skill required on this motion was that possessed by an ordinarily competent trial attorney.

8. The preclusion of other employment by the attorney due to acceptance of the case. Plaintiff's counsel does not assert that the preclusion of other employment arose as a result of this case.

9. Expectations at the outset of litigation. Counsel for Plaintiff was hired on an hourly fee basis plus expenses, subject to revision based upon circumstances.

10. Time limitations imposed by the client or circumstances. Plaintiff urged its counsel to pursue this matter with all promptness and diligence, but there were no unusual time limitations involved.

11. The amount in controversy and the results obtained. The amount in controversy exceeds \$200,000 (requested by Plaintiff at the damages hearing and via its memo in support of same).

12. The experience, reputation, and ability of the attorneys. I graduated from law school in 2003 and have been in private practice since 2004, and in private practice with Haynsworth Sinkler Boyd, P.A. since 2006.

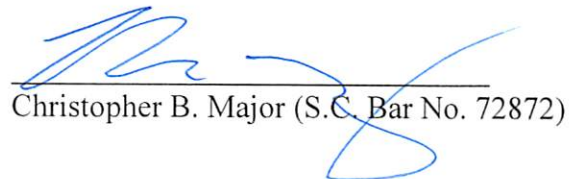
13. The undesirability of the case. There was no element of undesirability in handling this case.

14. Awards in similar cases. I am aware of no particular awards that would serve as guidance for the court in this case.

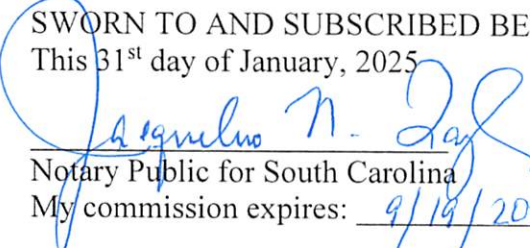
15. Accordingly, to date, Plaintiff has incurred from Haynsworth Sinkler Boyd, P.A. combined costs and expenses in the following amount: Thirty-Four Thousand Three Hundred and Thirty-Three Dollars and Three Cents (\$34,333.03).

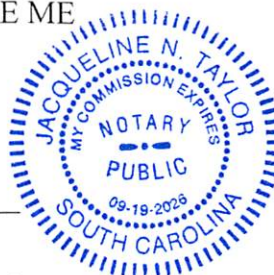
I also expect that additional time and expense will be necessary to: (a) collect the subject judgment, (b) address the likely erroneous motions to be filed by Defendant(s) after judgment is entered (given their history in this and other cases), and (c) to bring this matter to conclusion. It is therefore reasonable to award Plaintiff a reasonable attorney fee and cost in the amount of **Thirty-Seven Thousand Seven Hundred and Sixty-Six Dollars and Thirty Three Cents (\$37,766.33)**, which accounts for the current total costs and fees incurred to date, plus an additional Three Thousand Four Hundred and Thirty-Three Dollars and Thirty Cents (\$3,433.30)—10% of the current total fees and costs—in an effort to calculate a reasonable sum for the expected additional time and effort to be expended to bring this matter to a conclusion as set forth herein.

Further affiant sayeth naught.


Christopher B. Major (S.C. Bar No. 72872)

SWORN TO AND SUBSCRIBED BEFORE ME
This 31st day of January, 2025


Notary Public for South Carolina
My commission expires: 9/19/2026





Dorothy Pierce <dorothypierce84@gmail.com>

PLANETone Packaging v. Pierce et al.

Major, Chris <cmajor@hsblawfirm.com>

Mon, Nov 6, 2023 at 3:45 PM

To: Dorothy Pierce <dorothypierce84@gmail.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Ms. Pierce,

Attached is a draft order setting out the rulings of the Court at the hearing and in his Form 4 Order. I would like to send this to chambers by the close of business on Friday, so please send me any comments on the order before then.

**Christopher B. Major** | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

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Proposed Order on Motions to Dismiss, to Set Aside Default, and Default Judgment 8940271.1.docx
24K



Dorothy Pierce <dorothypierce84@gmail.com>

FW: PLANETone Packaging v. Pierce et al., 2023-CP-37-00232

1 message

Major, Chris <cmajor@hsblawfirm.com>

Fri, Nov 10, 2023 at 11:56 AM

To: "Imcintoshsc@sccourts.org" <Imcintoshsc@sccourts.org>

Cc: "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>, "Bradley, Patrick" <pbradley@hsblawfirm.com>, Dorothy Pierce <dorothypierce84@gmail.com>

Dear Judge McIntosh,

Pursuant to your instructions at the hearing in the above referenced matter on October 31, 2023 and in your subsequent Form 4 Order, attached please find a proposed order on the Motion to Dismiss, Motion to Set Aside Entry of Default, and Motion for Default Judgment. Below are the comments I received back from Ms. Pierce regarding the Order.

**Christopher B. Major** | AttorneyDirect 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)**From:** Dorothy Pierce <dorothypierce84@gmail.com>**Sent:** Friday, November 10, 2023 11:49 AM**To:** Major, Chris <cmajor@hsblawfirm.com>**Cc:** Bradley, Patrick <pbradley@hsblawfirm.com>; Pack, Angie <apack@hsblawfirm.com>; Lollis, Paula <Plollis@hsblawfirm.com>**Subject:** Re: PLANETone Packaging v. Pierce et al.

Yes, please do. Let the court decide.

153

On Fri, Nov 10, 2023 at 11:05 AM Major, Chris <cmajor@hsblawfirm.com> wrote:

Ms. Pierce,

The Judge ruled that there would be a later hearing and finding on the proof. There will no doubt be a separate order from the Court setting forth its findings on that issue. The order that the Court requested last week is of his rulings at that hearing. I can forward these emails when I transmit the proposed order so that they have your opinion that the order should wait until after the mailing issue has been addressed.



Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

From: Dorothy Pierce <dorothypierce84@gmail.com>

Sent: Friday, November 10, 2023 11:03 AM

To: Major, Chris <cmajor@hsblawfirm.com>

Cc: Bradley, Patrick <pbradley@hsblawfirm.com>; Pack, Angie <apack@hsblawfirm.com>; Lollis, Paula <Plollis@hsblawfirm.com>

Subject: Re: PLANETone Packaging v. Pierce et al.

Major,

I'm of the opinion that we finalize the proof of mailing verification so that the order is conclusive of my non default.

I think this is the right thing to do

Best regards,

Dorothy Pierce

On Fri, Nov 10, 2023, 10:59 AM Major, Chris <cmajor@hsblawfirm.com> wrote:

Ms. Pierce,

As I have not received any comments to the proposed order, I will plan on sending it to the Court today.

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

From: Dorothy Pierce <dorothypierce84@gmail.com>

Sent: Monday, November 6, 2023 4:40 PM

To: Major, Chris <cmajor@hsblawfirm.com>

Cc: Bradley, Patrick <pbradley@hsblawfirm.com>; Pack, Angie <apack@hsblawfirm.com>; Lollis, Paula <Plollis@hsblawfirm.com>

Subject: Re: PLANETone Packaging v. Pierce et al.

Hello Chris,

I will send you my comments by Wednesday end of the day.

Thanks,

Dorothy

155

On Mon, Nov 6, 2023, 3:45 PM Major, Chris <cmajor@hsblawfirm.com> wrote:

Ms. Pierce,

Attached is a draft order setting out the rulings of the Court at the hearing and in his Form 4 Order. I would like to send this to chambers by the close of business on Friday, so please send me any comments on the order before then.

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

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Proposed Order on Motions to Dismiss, to Set Aside Default, and Default Judgment 8940271.1.docx
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THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Planetone Packaging Llc
v.

American Pharma Machinery Llc et al,
DEFENDANT.

IN THE COURT OF COMMON PLEAS

Warrant No.: 2023CP3700232

**MOTION TO BE RELIEVED AS
COUNSEL**

COMES NOW the defendant, American Pharma Machinery, Llc and Dorothy Pierce, by and through his undersigned counsel, moves this Court for an Order relieving counsel for the foregoing reasons:

1. The Defendant consents; and
2. The Rules of Professional Conduct require so.

Respectfully Submitted,

Nekedia Heath
Nekedia Heath, Esq.
Bar No. 104977
Heath Law
P.O. Box 16043
Greenville, 29606
(864) 214-3132

October 23, 2023
Greenville, SC



Dorothy Pierce <dorothypierce84@gmail.com>

2023CP3700232 // Planetone Packaging LLC vs. American Pharma Machinery LLC, et al.

Amanda Watkins <awatkins@oconeesc.com>
To: Dorothy Pierce <dorothypierce84@gmail.com>

Tue, Oct 24, 2023 at 10:19 AM

Good morning Dorothy,

We had a package arrive this morning from Uganda with a motion to dismiss enclosed. Is this an amended motion to dismiss, or is this a new motion to dismiss? The only reason I ask, is because you have the motion to dismiss that was previously filed in July, and it's on the roster for 10/31.

If this is an amended motion, I will go ahead and replace the original motion to dismiss with this one. If it is a new motion, you will need to provide the Clerk's Office with a Motion and Order Coversheet and the \$25 fee (minus the \$1 that we still have😊)

Please let me know, and I hope you enjoy your day!

Amanda Watkins

Chief Deputy Clerk of Common Pleas

Oconee County Clerk of Court

205 W Main St.

PO Box 678

Walhalla, SC 29691

(864)916-7303 fax (864)638-4282

awatkins@oconeesc.com

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[Quoted text hidden]

2 attachments



2023CP3700232 Motion.pdf

71K



Motion and Order Coversheet.docx

40K



Dorothy Pierce <dorothypierce84@gmail.com>

(no subject)

oscarsmile4 <oscarsmile4@gmail.com> Fri, Nov 10, 2023 at 10:51 AM
To: cmajor@hsblawfirm.com, awatkins@oconeesc.com, lmcintoshlc@sccourts.org, lmcintoshsc@sccourts.org, dorothypierce84@gmail.com

Sent from my Galaxy

3 attachments



IMG-20231110-WA0004.jpg
38K



IMG-20231110-WA0003.jpg
28K

 **Affidavit Oscar Ojok.pdf**
200K



Dorothy Pierce <dorothypierce84@gmail.com>

2023CP3700232 // Planetone Packaging LLC vs. American Pharma Machinery LLC, et al.

Dorothy Pierce <dorothypierce84@gmail.com>

Tue, Oct 24, 2023 at 10:40 AM

To: Amanda Watkins <awatkins@oconeesc.com>

Amanda,

This was mailed long time ago in June when I was still in Uganda. The mail got returned to Uganda and remailed. My assistant in Uganda, who had mailed the document was called by the post office that they would resend the mail for free.

You can keep it on file but I had already filed another Motion to Dismiss in July when I discovered the mail had not been delivered to the court after i returned from Uganda.

Thank you.

Dorothy

[Quoted text hidden]



Date: 12/05/2022

Planet One Packaging

3036 Seaborg Avenue, Suite A, Ventura, CA, 93003.

Contact Person: Karen Davidson

Tel: 805-320-2489

PROFORMA INVOICE FOR APM-4D AUTOMATIC COUNTING MACHINE

PRODUCT	QTY	TOTAL PRICE
APM-4D Automatic Capsule Counting Machine	1	\$22,788

INCLUDED:

- Free Shipping.
- Lifetime after-sale service.
- Free Shipping.
- Free Virtual Installation.
- Payment Terms: 100% Payment Due Upfront before the machine is shipped.
- Delivery Time: 10-15 Business Days.
- Guarantee Time: Lifetime customer service.
- Packing: Wooden case.

PAYMENT INFORMATION: (Bank Wire Transfer)

Bank: Bank of America

Account Name: American Pharma Machinery

Account No: 223026430839

Routing No: 026009593

Beneficiary Address: 708 Mourning Dove Lane, Seneca, SC.29678



APM-USA

TECHNICAL SPECIFICATIONS:

Model	APM-4D Automatic Capsule Counting Machine
Capacity	20 ~ 40bottles/min
Application	00 ~ 5# capsules, soft capsules, $\Phi 6 \sim 18$ mm round tablets, irregular-shape tablets, tablets with sugar coating, $\Phi 6 \sim 12$ mm pills
Filling volume	2 ~ 9999pcs/bottle, adjustable
Power supply	AC110V/220V, 50 ~ 60Hz, 1Kw
Bottle	10 ~ 500ml round / square bottles
Pass rate	More than 99.7%
Machine size	2800 $\times$ 670 $\times$ 1550, mm
Package size	Wooden case, 2900 $\times$ 780 $\times$ 1600, mm
Machine weight	400Kg

Redacted

From: [PlanetOne Packaging](#)
Sent: Monday, December 19, 2022 10:20 AM
To: [Dino Guglielmelli](#)
Subject: FW: Purchase of Inkjet Printers and Capsule Counter

Capsule Counter is 220, 60Hz, single phase... I have asked for the amps. Karen

Sent from [Mail](#) for Windows

From: [PlanetOne Packaging](#)
Sent: Monday, December 19, 2022 10:13 AM
To: [APM-USA](#)
Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Dorothy what are the amps for this capsule counter?

Sent from [Mail](#) for Windows

From: [APM-USA](#)
Sent: Monday, December 19, 2022 6:27 AM
To: [Vitullo, Nicholas](#); [PlanetOne Packaging](#)
Subject: Re: Purchase of Inkjet Printers and Capsule Counter

Good morning, Karen.

We have received the payment from CIT.

Please confirm the size of your capsules/tablets so that we can customize the machine accordingly.

Secondly, also confirm the power specifications: 220V, 60Hz and Single phase.

Best regards,

Dorothy

From: Vitullo, Nicholas <nvitullo@cit.com>

Sent: Monday, December 12, 2022 2:56:51 PM

To: PlanetOne Packaging <karen@planetonepackaging.com>; APM-USA <info@pharmamachineries.com>

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

Waiting on Keyence to issue an invoice. I did reach out to there team that processes the invoices so we can fully fund the transaction.

Nick

Nicholas Vitullo

Lending Solution Manager

Small Business Solutions

O: (603)433-9431

F: (866)262-9203

155 Commerce Way

Portsmouth, NH 03801

www.cit.com



Only send Confidential information via a secure means using encryption, a password protected document, or a direct fax to your Account Manager. If you have any questions, please contact your Account Manager.

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From: PlanetOne Packaging <karen@planetonepackaging.com>
Sent: Monday, December 12, 2022 2:05 PM
To: Vitullo, Nicholas <nvitullo@cit.com>; asoto@keyence.com; info@pharmamachineries.com
Subject: RE: Purchase of Inkjet Printers and Capsule Counter

External email – Be cautious with links and attachments.

Good day !

Please advise to the status of the purchase of InkJet Printers and Capsule Counter. I need to be in the loop so please Advise

Thank you

Karen Davidson
PlanetOne Packaging, LLC
805-320-2489c

Sent from [Mail](#) for Windows



155 Commerce Way
 Portsmouth, NH 03801
 Telephone: 800-999-9942
 Fax: 603-433-9717

LEASE/EFA APPROVAL

Funding Source:	Direct Capital	Phone #:	8053202489
Lessee:	Planet One Packaging, LLC	Fax:	
Address:	3036 Seaborg Avenue, Suite A Ventura, ca 93003 USA	Term:	60 months
Approval No:	AA-1777218	Expiration Date:	2023-2-23
Decision Date:	2022-11-25		
Requested For:	\$8,500.00		
Approved For:	\$40,000.00		
Advanced Payments:	1	Number Of Security Deposits:	1
Equipment:			
Authorized Signor:	Karen Davidson	Title:	

Personal Guarantors: Karen Davidson

Credit Rep: Credit Model Service Account

DOCUMENTS REQUIRED FOR FUNDING:

Lease Agreement
 Terms Pages (3)
 Personal Guaranty of above (unless approved corp. only)
 Delivery & Acceptance
 End of Lease for (\$1, PUT or Option)
 Exhibit A
 Vendor Invoice
 Driver's License of all signers (Not required for repeat customers)
 Advance Rental Check
 Verbal Audit
 UCC filing
 Business Address Verification
 Federal Tax ID #

CREDIT REQUIRED DOCUMENTS:

ACH

CONTINGENCIES: Start-Up PD GRADE 6 LGD GRADE 7

ATM Eval, Invoice After Shipping, AR, DL Signature Page, V/E Approval, UCC, Verbal, Driver's License, Voided Check

NOTES:

Credit approval is valid for 90 days from decision date. Extension/Rechecks may require updated financial information.
 Site Inspection required on all deals over 50K (unless waived under a program agreement).
 Landlord Waiver and Fixture Filing required on all equipment priced over 15K that is attached.

155 Commerce Way, Portsmouth, NH 03801 | Ph: 800-999-9942 | F: 800-875-0312

CUSTOMER: Please verify this section and complete any missing information**Client:** Planet One Packaging, LLC**Address:** 3036 Seaborg Avenue, Suite A**City:** Ventura**State:** ca**Zip:** 93003**County:****Federal Tax ID:** Redacted**State of Incorporation:****Home Phone:****Business Phone:** 8053202489**Fax:****Email:** karen@planetonepackaging.com

INSTRUCTIONS: The words "You", "Your" and "Customer" refer to the customer (the party who is borrowing funds against the Equipment or as a direct loan); "We", "Us", "Our" and "Secured Party" refer to CIT Bank, a division of First-Citizens Bank & Trust Company, and its successors and assigns, the secured party. Please complete and/or verify information and sign or authenticate where noted. Please call with any questions.

1. MASTER EFA & SCHEDULES: You agree to finance the Equipment or borrow funds as described in each Schedule ("Schedule") and, if applicable, finance the cost of any services and/or software related to the Equipment. Each Schedule shall constitute a separate agreement distinct from this Master EFA Agreement ("Master EFA") and is subject to all of the terms and conditions contained herein. This Master EFA shall constitute a separate agreement distinct from each Schedule and is subject to all of the terms and conditions of each Schedule. In the event of a conflict between this Master EFA and a Schedule, the provisions of the Schedule (and any Addendum thereto) shall prevail. The term "EFA" when used herein means collectively, each Schedule and this Master EFA. Capitalized terms used and not otherwise defined herein shall have the same meanings given in a Schedule. The term of this Master EFA begins on the first Schedule's "Commencement Date" (as provided in each Schedule) and continues as long as any Schedule remains unpaid. The Commencement Date with respect to each Schedule is the date on which such Schedule shall commence, which date is the date on which We in our sole discretion have provided Our acceptance of such Schedule. You authorize Us to insert or correct information on the EFA including Your proper legal name, address, dates and Equipment description. All notices shall be in writing addressed to You at Your address stated herein or to Us at 155 Commerce Way, Portsmouth, NH 03801.

2. EQUIPMENT: You have chosen the equipment as set forth on each Schedule as applicable ("Equipment"). You acknowledge that the Equipment, and, if applicable, the cost of any services and/or software related to the Equipment, are financed for You solely for commercial or business purposes and not for personal, family, agricultural or household purposes. If the Equipment is unsatisfactory, Your only remedy is against its supplier or manufacturer and You have no remedy for damages against Us. If the Delivery Guaranty Option (as provided in each Schedule) is not applicable, the occurrence of the earlier of: (i) Your confirmation to Us by phone, (ii) Your delivery to Us of an executed or authenticated Delivery & Acceptance Certificate (if requested by Us), (iii) the lapse of fifteen (15) days after delivery of the Equipment to You if You have not given written notice to Us of Your non-acceptance of the Equipment prior to the lapse of such fifteen-day period or (iv) the lapse of fifteen (15) days after delivery of the Equipment to You if You have given written notice to Us of Your non-acceptance of the Equipment and failed to return the Equipment to the supplier prior to the lapse of such fifteen-day period shall: (a) in each case constitute Your acknowledgement that You have inspected the Equipment, found it satisfactory in all respects and have irrevocably accepted it "as is", "where is" and without recourse, representation or warranty of any kind express or implied and (b) be a condition precedent for the occurrence of the Commencement Date. You will maintain Equipment location records and provide Equipment location to Us upon demand. You are responsible for keeping the Equipment in good repair, condition and working order, except for normal wear and tear. You are responsible for complying with all laws relating to the Equipment or its use and to protect the Equipment from damage, seizure or loss. You will continue to make payments if any damage, seizure or loss occurs to any part of the Equipment, provided that the Equipment is completely destroyed, seized or lost You shall pay Us the Default Amount described in the Defaults and Remedies section of the EFA on the next payment date. We are not responsible for any losses, damages or injuries caused by the installation or use of the Equipment or from any other loss while You have the Equipment and You agree to hold Us harmless and defend and indemnify Us against any claim for loss, damages or injuries, including attorneys' fees and related costs.

3. NO WARRANTY: We are financing Equipment for You "AS IS" "WHERE IS" AND WITH ANY AND ALL FAULTS. As We did not select, manufacture, supply or inspect the Equipment, WE MAKE NO WARRANTY OR REPRESENTATION, either express or implied as to the condition of the Equipment, its merchantability, its fitness or suitability for any particular purpose, its design, its capacity, its quality, or any other characteristics of the Equipment. We are not responsible for packaging, delivery, installation or testing of the Equipment. You agree that You have selected the supplier and each item of Equipment based on Your own judgment and disclaim any reliance upon any statements or representations made by Us. The supplier is not an agent of Ours and nothing the supplier states can affect Our obligation under this agreement. You will continue to make all payments under the EFA regardless of any claim or complaint against any supplier.

4. REPRESENTATIONS: You represent and warrant to Us that: You, and each of the individuals signing or authenticating the EFA, have the lawful power and authority to enter into the EFA; by entering into the EFA You will not violate any law or other agreement; and the location of Your chief executive office, state of incorporation or organization, exact legal name, place of residence and Federal Tax ID number are accurately listed in the EFA. The EFA will constitute Your legal, valid and binding obligation, enforceable against You in accordance with the terms hereof. If a registered organization, You represent and warrant to Us that You are duly organized, duly authorized, validly existing and in good standing. **THE EFA CANNOT BE TERMINATED OR CANCELED BY YOU FOR ANY REASON.** Your obligation to make payments under the EFA is absolute and unconditional.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR RIGHTS UNDER THE EFA, EXCEPT TO THE EXTENT WE PROVIDE OUR PRIOR WRITTEN CONSENT (NOT TO BE UNREASONABLY WITHHELD). You understand that We, without prior notice, have the right to assign, sell or otherwise transfer the EFA. You understand that Our assignee will have the same rights and benefits as Us. You agree that the rights of Our assignee will not be subject to any claims, defenses or setoff that You may have against Us.

6. SECURITY DEPOSIT: The security deposit, listed on a Schedule, is payable upon execution, is non-interest bearing, will be commingled with Our other funds and secures Your performance under the EFA. We may apply the security deposit to satisfy any amounts owed by You, in which event You will promptly restore the security deposit to its full amount. If all conditions are

fully complied with and You have not ever been in default, the security deposit will be refunded to You after the end of the term of each Schedule.

7. INDEMNITY: You indemnify Us and Our affiliates and Our and Our affiliates' shareholders, directors, officers, employees, agents and assignees against any claims, actions, damages, fines, penalties, causes of action, suits or other legal proceedings or liabilities including all attorneys' fees, arising out of or connected with the EFA or any Equipment (collectively, "Claims"), except for Claims arising out of or related to Our gross negligence, willful misconduct or fraud. Such indemnification shall survive expiration, cancellation or termination of the EFA.

8. LAW: The EFA is governed by Federal law and the laws of New York. You agree and consent to the jurisdiction and venue of any State or Federal Court located in New York County, New York. You waive any right to challenge the jurisdiction or venue for any reason. You waive the defense of Forum Non Conveniens. The EFA is intended to constitute a valid and enforceable legal instrument and no provision of the EFA that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect. The EFA constitutes the entire agreement between the parties. **YOU AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.** Each party prefers that any dispute between them be resolved subject to the above jury trial waiver. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. Notwithstanding the foregoing, nothing in this paragraph shall limit any other right of the parties under the EFA.

9. COMPUTER SOFTWARE: Notwithstanding any other terms of the EFA, You agree that as to software only: We have not had, do not have, nor will have any title to such software; You have executed or will execute or otherwise authenticate a separate software license agreement; and We are not a party to and have no responsibilities whatsoever in regard to such license agreement; You have selected the software as per the Equipment paragraph of the EFA; and **We make no warranties of merchantability, data accuracy, system integration or fitness for use and take absolutely no responsibility for the function or defective nature of such software.**

PERSONAL GUARANTY: As consideration for Our entering into the EFA, the undersigned Guarantor ("You", "Your"), jointly and severally, unconditionally personally guarantees and agrees to be liable to Us, First-Citizens Bank & Trust Company, the Secured Party, for the full, prompt and indefeasible payment and performance of all now existing and future indebtedness, obligations or liabilities of the Customer arising under the EFA. You agree that We may make other arrangements including compromise or settlement with the Customer and You will waive all defenses and notice of those changes and will remain responsible for the payment and obligations of the EFA. We do not have to notify You if the Customer is in default. If the Customer defaults, You will immediately pay in accordance with the default provision of the EFA all sums due under the terms of the EFA and will perform all of the EFA obligations. If it is necessary for Us to proceed legally to enforce this guaranty, You expressly consent to the jurisdiction of the court set out in the "Law" paragraph and agree to pay all costs, including attorneys' fees incurred in enforcement of this guaranty (including attorneys' fees incurred post-judgment). You also agree that the "Law" paragraph in its entirety applies to this guaranty. It is not necessary for Us to proceed first against the Customer or the Collateral before enforcing this guaranty. You grant Us continuing authority to access, review and update, from time to time, credit reference information, including credit bureau reports pertaining to You. All financial providers are hereby directed and authorized to release to Us any and all information pertaining to any of Your accounts.

Signature or authentication of the Guarantor (an Individual)

X Karen Davidson 12/1/2022

K05E314W53014DC... NO TITLE Date

Signature or authentication of the Guarantor (an Individual)

X _____

NO TITLE Date

10. INSURANCE.

During the term of each Schedule, You shall obtain and maintain, at Your own expense property damage insurance against all loss or damage to the Insured Equipment (as defined below), including, without limitation, loss by fire, theft and such other risks of loss as are customarily insured against on the Insured Equipment, in amounts acceptable to Us, naming Us as loss payee ("Physical Damage Insurance"). "Insured Equipment" means, collectively: (i) the Equipment, (ii) any services and/or software related to the Equipment, and (iii) if applicable, any remaining balance from previous leases or loans that is being refinanced under the EFA. If requested by Us, you shall also obtain and maintain, at Your own expense, liability and third party property damage insurance in amounts acceptable to Us, naming Us as an additional insured. In each case, such insurance shall be with such carriers and in such policy forms acceptable to Us. All policies must provide that We be given thirty (30) days' written notice of any material change or cancellation. You agree to provide Us with certificates or other evidence of insurance acceptable to Us. If You do not provide Us with evidence of acceptable Physical Damage Insurance, We have the right, but not the obligation, to obtain Physical Damage Insurance covering Our interest in the Insured Equipment for the term of each Schedule, and renewals. You agree to cooperate with Us, Our insurer and Our agent in the placement of coverage and with claims. Any Physical Damage Insurance We obtain will not insure You against third party or liability claims and may be cancelled by Us at any time. In the event We obtain the above-described Physical Damage Insurance, You will be required to pay Us an additional amount each month for the insurance premium and an administrative fee. You agree that We, Our affiliates, and/or Our Agents may make a profit in connection with the Physical Damage Insurance We obtain. The cost may be more than the cost of obtaining Your own Physical Damage Insurance. If You later provide Us with evidence that You have obtained acceptable Physical Damage Insurance, We will cancel the Physical Damage Insurance We obtained. The Physical Damage Insurance We obtain (1) will not name You as an insured, additional insured, or loss payee; (2) will not provide You with liability and third party property damage insurance; (3) may not pay any claim that You make; (4) will not pay any claim made against You; and (5) may be cancelled by Us at any time. We may negotiate and settle for Our benefit all Physical Damage Insurance claims and all liability insurance claims involving Us or the Insured Equipment and may sign or endorse Your name on any draft, check or instrument representing insurance proceeds covering the Insured Equipment. We shall retain any Physical Damage Insurance proceeds up to the full amount owed under the EFA. You will remain responsible for any deficiency.

11. PAYMENTS, INTERIM PAYMENT, FEES & OTHER CHARGES, RATE FACTOR: You agree and promise to pay Us the periodic payments for the term (including any extensions) of the EFA in accordance with each Schedule plus any applicable sales tax, use tax or property tax and all other amounts described herein that are to be paid to Us under the EFA. You agree to reimburse Us for all fees, charges and penalties We may incur as the result of Your bank rejecting any automated clearing house (ACH) debits or credits due to insufficient funds or as the result of the bank account You provided to us in the Electronic Payment Authorization (or otherwise) (the "Authorized Account") not being properly configured for ACH transactions. We have the right to apply all sums received from You to any amounts due Us pursuant to the EFA. You agree to pay Us a nonrefundable documentation fee plus all other reasonable fees associated with the EFA, including, but not limited to, credit inquiry, site inspection, appraisal, UCC search and filing, titling fees and costs, including a servicing fee of up to \$379, unless otherwise noted, payable upon termination of each Schedule. Your signature or other authentication is an irrevocable offer to enter into the EFA. In the event that You sign or otherwise authenticate the EFA, but the EFA is not commenced, the advance payments, documentation fee and security deposit may be retained by Us to compensate for Our documentation, processing and other expenses. A late payment charge of the greater of \$15 or 15% of the amount due will be assessed on any payment not paid within 3 days of the due date; interest on any delinquent amount due may be charged from the due date until paid at the highest legal rate. You also agree to pay Our standard NSF fee of \$35 for each payment returned for insufficient funds. You agree to pay Us upon receipt of Your first invoice "Interim Payment" in an amount equal to 1/30th of the monthly payment, multiplied by the number of days from the Commencement Date to the first regular payment due date. Interim Payment is in addition to sum of the regular monthly payments You are obligated to pay for the term of the EFA. **Rate Factor:** Each monthly payment includes, in addition to reimbursement of Equipment cost or loan amount, a return on Our investment expressed as the rate factor which can be characterized as a finance charge. Equipment cost or loan amount is the payment divided by the Rate Factor. The total dollar amount of the finance charge is equal to the payment times the term plus the processing fees less Equipment cost or loan amount.

12. TAXES: You agree to pay when due or at a frequency set by Us all taxes (including sales, use, and personal property tax, fines and penalties) and fees relating to the EFA or the Equipment. If We make payment on any of the above, You agree to reimburse Us.

13. EQUIPMENT OWNERSHIP: You are the owner of the Equipment under each Schedule as applicable and have title to the Equipment subject to Our lien. You agree to keep the Equipment free and clear of all liens, claims and encumbrances. We have the right to inspect the Equipment at any time during Your regular business hours upon two (2) business days' prior written notice (provided that such notice period shall not apply upon the occurrence and continuance of a Default).

14. UCC FILINGS: To secure Your obligations under the EFA, You hereby grant Us a first priority security interest in the Equipment set forth in each Schedule and authorize Us to file UCC Financing Statements or similar instruments in Our Name or that of Our secured party representative to perfect such interest. "Equipment" includes all replacements, parts, repairs, additions, accessions and accessories incorporated in the Equipment or affixed to the Equipment and any and all proceeds of the foregoing, including, without limitation, insurance proceeds. To secure Your obligations under the EFA, You also hereby grant Us a security interest in all of your right, title and interest in and to all of your chattel paper, goods, inventory, equipment (other than the Equipment), accounts, accounts receivable, documents, instruments, general intangibles, payment intangibles, investment property, rents, income, securities, fixtures and other property, whether now existing or owned by You or hereafter arising or acquired by You, and in all proceeds, including insurance proceeds, thereof (collectively, "Collateral"), and authorize Us to file UCC Financing Statements or similar instruments in Our Name or that of Our secured party representative to perfect such interest.

15. DEFAULT & REMEDIES: You will be in default if: You fail to make any required payment under the EFA when due; You fail to perform any other obligation of the EFA or other agreement with Us or our affiliates; any representation or warranty made by You is false; a material adverse change (as determined by Us) occurs in Your financial condition or We believe the prospect of payment is impaired; You enter or have entered against You insolvency, bankruptcy or similar proceedings; the death of a personal guarantor occurs or You attempt to repudiate or revoke any agreement with Us ("Default"). If You are ever in Default, We, with or without notice to You, may initiate, and You hereby authorize Us to initiate, ACH debit entries at any time to the

Authorized Account for all past due amounts (inclusive of any late payment charges, NSF fees and other amounts you are obligated to pay us under the EFA); may retain Your security deposit; terminate or cancel the EFA or any of Our obligations to You, require that You pay the unpaid remaining payments (discounted at 4%), the amount of any purchase option and late charges, taxes, fees and interest on the same; (all such foregoing amounts added together, the "Default Amount"); sue for and recover from You any and all amounts due Us; enter the Equipment and Collateral location and repossess and remove, or render unusable, the Equipment and Collateral; require You to make the Equipment and Collateral available to Us at a location determined by Us; sell or lease the Equipment and Collateral to any party without notice under such terms and conditions as We alone shall determine; refer the EFA to an attorney for collection and pursue all other remedies available to Us under the EFA, any agreement, any applicable law or the UCC. You agree to pay all costs and expenses related to collection or repossession, including attorneys' fees (including attorneys' fees incurred post-judgment). You agree that any delay or failure to enforce Our rights under the EFA does not prevent Us from enforcing any rights at a later time. **You agree that We will not be responsible to pay You any consequential or incidental damages you claim under the EFA.**

16. FAX & ELECTRONIC DOCUMENTS: No modification to the EFA as supplied by Us to You shall be effective unless agreed to in writing or other authentication by Us. A fax, copy or electronically affixed version of Your signature on the EFA when received by Us shall be binding on You for all purposes as if originally signed. The EFA shall only become binding against Us when actually signed or otherwise authenticated by Us. If a printed version of the EFA is used and maintained by Us in paper form, both You and We agree that the only version of the EFA that shall constitute the sole authoritative version for all purposes is the version containing Our original, copy or electronically affixed signature and Your original, fax, copy or electronically affixed signature. Both You and We hereby agree that the EFA may be authenticated by each party by electronic means, and expressly consent to the use of an electronic version of the EFA to embody the entire agreement and the understanding between You and Us. Both You and We hereby agree that an EFA that is authenticated by You and delivered to Us in scanned or other digital form (such as via a .PDF file) and authenticated by Us shall be considered an electronic version of the EFA. An electronic version of the EFA shall be fully enforceable without the need to produce a printed version; provided, however, You shall provide Us with Your original scanned version upon request. If an electronic version of the EFA is used and maintained by Us in an electronic vault, both You and We agree that the only version of the EFA that shall constitute the sole authoritative version for all purposes is the version which has been authenticated by You and Us in accordance with applicable law and controlled by the "owner" (pursuant to the rules and regulations of DocuSign); provided that if the "Paper Out" process shall have occurred pursuant to the DocuSign product Reference Guide (or comparable rules of any successor electronic custodian), and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the EFA, then the "Paper Out" printed version of the EFA as identified in the DocuSign audit record and corresponding affidavit shall constitute the sole authoritative version for all purposes. You wish to continue to receive information at Your fax and/or email addresses. The EFA may be executed in any number of counterparts, and all such counterparts, taken together, shall constitute one and the same instrument. Reference herein to "DocuSign" shall mean DocuSign, Inc., San Francisco, CA, or any successor electronic custodian used by Us.

17. CELL PHONE CONSENT: You agree that by providing Us with a telephone number for a cellular phone or other wireless device, You are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from Us and Our assigns, affiliates and agents to You at that number. This express consent applies to each such telephone number that you provide to Us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

ACCEPTED:

Customer: Planet One Packaging, LLC

X Karen Davidson 12/1/2022

Karen Davidson B5E231A50314DC...member Date

Secured Party: First-Citizens Bank & Trust Company

X Elsy Saliman 12/13/2022

Elsy Saliman on behalf of First-Citizens Bank & Trust Company (successor by merger to CIT Bank, N.A.) 14299C139FD413...Authorized Representative Date



MASTER EFA AGREEMENT #ME01982402

ELECTRONIC PAYMENT AUTHORIZATION

Electronic Payment: You authorize Us to initiate debit and/or credit entities on the due dates for the amount(s) due pursuant to each Schedule to the depository account designated and authorize the Bank designated to debit and/or credit same to such account. You acknowledge that the operating rules of the National Automated Clearing House Association (NACHA) govern automated clearing house (ACH) transactions involving such account. You certify to Us and agree that: (i) such account is a business or commercial bank account that is enabled for ACH transactions and is not "consumer bank account" (as defined below), and (ii) You will not transact business with Us, including receiving payments from Us or making payments to Us, through a consumer bank account. A "consumer bank account" is a deposit account established primarily for personal, family, or household purposes. A breach of the foregoing certification and agreement shall be Default under the EFA. This agreement shall continue until Bank has received written termination thereof from You and Us.

Please Complete:

Wells Fargo	Ventura	Ca
Bank	City	State
Redacted		
Bank Routing No.	Account No.	

AND: Please Provide a Copy of a Voided Check

ACCEPT: Planet One Packaging, LLC

DocuSigned by:
X Karen Davidson 12/1/2022
Karen Davidson member Date
B5E231A5D0314DC...

PLANETONE PACKAGING LLC
3036 SEABORG AVE, SUITE A
VENTURA, CA 93003-1400

WELLS FARGO BANK, N.A.
www.wellsfargo.com
16-24/1220

PAY TO
THE ORDER
OF

Date
\$

VOID

Memo

Redacted

AUTHO



155 Commerce Way, Portsmouth, NH 03801 | Ph: 800-999-9942

Addendum to Master Equipment Finance Schedule

This Addendum ("Addendum") shall amend Schedule #: DCC-1777218 to Master Equipment Finance Agreement No: ME01982402 by and between Planet One Packaging, LLC ("Customer") and CIT Bank, a division of First-Citizens Bank & Trust Company ("Secured Party") with reference to the above EFA transaction ("EFA"). All terms and conditions of the EFA not inconsistent with this Addendum shall be and remain in full force and effect.

Customer hereby authorizes Secured Party to correct the following:

- | | | |
|--|--|---|
| ☐ Lessee/Company Name | ☐ Advance Payment | ☐ SignorTitle |
| ☐ Equipment Location | ☐ Rate Factor | ☐ EOL Option |
| ☐ Terms | ☐ BillingAddress | ☐ Equipment Description |
| ☐ Payment Amount | ☐ Processing Fees | ☐ Payoff(s)/Disbursement |
| ☐ Security Deposit | ☐ SignorName | ☒ Other |

The Schedule and all other documents given in conjunction therewith shall now read:

Other: Commencement Date now should read as 12/14/2022

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum and acknowledge receipt of a true copy hereof on the date(s) indicated below.

Customer: Planet One Packaging, LLC

X internal

Karen Davidson, member

(Date)

ACCEPTED BY First-Citizens Bank & Trust Company

X ELSY SALMAN

12/14/2022

(Date)

**EQUIPMENT SCHEDULE #DCC-1777218**

Master EFA Agreement #ME01982402

This Equipment Schedule is subject to all of the terms and conditions of the referenced Master EFA Agreement ("Master EFA"), including, without limitation, Section 14 (UCC Filings). Each capitalized term used herein has the same meaning given to it in the referenced Master EFA unless otherwise defined herein. You have reviewed and acknowledge all terms of this EFA. Please sign or authenticate where noted.

CUSTOMER INFORMATION: Please verify this section and complete any missing information

Customer: Planet One Packaging, LLC

Billing Address: 3036 Seaborg Avenue, Suite A

City: Ventura

State: ca

Zip: 93003

County:

Federal Tax ID: Redacted

State of Incorporation:

Business Phone: 8053202489

Fax:

Email: karen@planetonepackaging.com

EQUIPMENT DESCRIPTION:

All personal property described below, including all replacements, parts, repairs, additions, accessions and accessories incorporated in such personal property or affixed to such personal property and any and all proceeds of the foregoing, including, without limitation, insurance proceeds, the "Equipment".

Supplier(s):

Printing Equipment; Industrial Ink Jet Printer/ MK-P5 plus accessories (Ink, solvent, power cable, brackets, plate)
(1)APM-4D Automatic Capsule Counting Machine

You understand and agree that the collateral description comprising the "Equipment": (i) shall be the collateral description comprising the "Equipment" that is provided in the Schedule that has been executed by both You and Us, and (ii) may be amended or supplemented by Us upon Our receipt of the invoice(s) or comparable documentation issued by the Supplier. Any such supplemented and/or amended collateral description shall supersede in its entirety the collateral description provided in this Schedule and shall comprise the "Equipment". You acknowledge that You are choosing to finance the purchase of this Equipment over time per the terms and conditions of this EFA rather than the cash price listed on the invoice(s).

Equipment Location (if different from billing): 3036 Seaborg Avenue, Suite A Ventura ca 93003

EFA TERMS and CONDITIONS:

Your Monthly Payment is set forth below in the box entitled "Monthly Payment", which is due in advance on the due date to be established by Us on our acceptance of this Schedule. This Schedule shall commence upon Our written acceptance or other authentication on the "Commencement Date" (provided below), the occurrence of which is described in the Master EFA. Upon the occurrence of the Commencement Date, this shall become a noncancelable, irrevocable agreement; it cannot be cancelled or terminated.

EFA TERM:

60 Months

(term is monthly unless otherwise indicated)

Rate Factor: 0.0303830

MONTHLY PAYMENT:*

\$1,247.40

*Inclusive of estimated sales tax (where applicable) that is included in loan amount

UPFRONT PAYMENT AMOUNTS:*

Security Deposit \$1,247.40

Advance Payment w/ Estm. Tax \$1,247.40

Processing Fees \$149.00

*Inclusive of estimated sales tax (where applicable) that is included in loan amount

Delivery Guaranty Option: If this option is elected, in reliance on Your promise to pay Us and subject to EFA terms, We may, subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this EFA will commence immediately and are absolute and unconditional. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as Supplier(s), manufacturer, vendor, installer or carrier, and shall not: (i) assert against Us any claim or defense that You may have with the Equipment, installation or delivery and (ii) withhold, set off or reduce any payment due under this EFA by reason thereof. Election of the Delivery Guaranty Option is made separately.

Pay Proceeds Direction: You hereby irrevocably instruct Us to disburse proceeds of this EFA to the Supplier(s) listed above in the amounts listed on the attached Invoice(s). Disbursement by Us in accordance with these instructions shall be and constitute payment and delivery to and receipt by You of any and all such proceeds.

Payment Adjustment: You agree that We may adjust the Monthly Payment (as set forth above in the box entitled "Monthly Payment") upward or downward, as the case may be, in proportion to any variation between the final Equipment cost and the estimated Equipment cost and/or any variation between the final sales tax amount (where applicable) that is included in the loan amount and the estimated sales tax amount (where applicable) that is included in the loan amount, in each case upon which the original Monthly Payment set forth above was based. You so authorize Us to make any such adjustment.

Equipment Purchase: If the Delivery Guaranty Option is not applicable, You authorize Us to pay Supplier(s) pursuant to the attached Invoice(s) and Your Pay Proceeds Direction. Upon signing or authenticating below, Your promises herein will be irrevocable and unconditional in all respects.

EFA ACCEPTANCE:

Customer: Planet One Packaging, LLC

X Karen Davidson 12/1/2022
Karen Davidson member Date

DocuSigned by:
Secured Party: First-Citizens Bank & Trust Company

X Authorized Representative
Authorized Representative

Commencement Date: 12/13/2022



Keyence Corporation of America
Credit Control Dept.

TEL: 201-930-0100 Ext. 70300
FAX: 201-930-0950
Email: AR@keyence.com
Taxpayer I.D. NO.: 33-0087345

Please remit to the nearest location among the following

Central: Dept CH 17128, Palatine, IL 60055-7128
Western: Dept LA 22198, Pasadena, CA 91185-2198

Please make checks Payable to: Keyence Corp. of America

Amounts due may be remitted by wire transfer

To: Citibank, N. A. 1-800-285-1709 (Option 2)
ABA# 021 000 089
Account: Keyence Corp. of America
63769626 (Checking)
By order of: Invoice No.

Invoice

Invoice Date	Invoice No.	Page
12/09/22	1002819944	1

Sold to : Planet One Packaging, LLC 3036
Seaborg Avenue Suite A.
VENTURA, CA 93003

Ship to : Planet One Packaging, LLC
3036 Seaborg Avenue
Suite A.
VENTURA, CA 93003

Order Date	Customer No.	Purchase Order No.	Ship Via	Ship Date	Terms
12/07/22	298146	AA-1777218	CHR LTL Ground	12/09/22	NET 30
Item	Item Description	Taxable Unit	Unit Price	Qty	Ext Price
Line Comment					
MK-G1000	Industrial Inkjet Printer Standard Model	pcs		2	
Serial Number: 867321 731661					
MK-P5	Console for MK-G Series	pcs		2	
Serial Number: 8W0N000117 8W0N000131					
MK-D1A	Dock for MK-G Series	pcs		2	
Serial Number: 9W0N000436 8W0N000217					
MK-B1W	Backup Module for MK-G Series	pcs		2	
Serial Number: 9W0N000143 9W0N000150					
OP-35373	Mounting Bracket for MK	pcs		2	
Serial Number: 00022A0261 00022A0299					
OP-77251	AC Cable for USA/Canada	pcs		2	
Serial Number: 0J02290361 0J02290329					
PZ-G102CB	Self-Contained Photoeye Barrel Reflective, M12 QD, Bipolar	pcs		2	
Serial Number: 00N90909 00N90908					
OP-88067	Oil Resist. Quick Disconnect Cable PUR cable, 4-pin, 5m length	pcs		2	
Serial Number: 04N70294 04N70213					
OP-78632	Trigger Mounting Bracket for MK	pcs		2	
Serial Number: 0H02290392 0H02290426					
THANK YOU FOR YOUR ORDER KEYENCE CORP. OF AMERICA CUSTOMER SERVICE TEL: 888-539-3623 EXT#28761 FAX: 855-539-0123 Credit Department TEL: 201-930-0100 EXT#70300 FAX: 201-930-0950			Sales Amount		17,418.00
			Misc. Charges		0.00
			Shipping & Handling		850.00
			Sales Tax		0.00
			Invoice Total		18,268.00
			Amount Due	USD	18,268.00

* Type : Order

HS Codes provided for general information purposes only. Keyence is not responsible for any custom clearance issues if HS codes used by a third party for import purposes.



Date: 12/05/2022

Planet One Packaging

3036 Seaborg Avenue, Suite A, Ventura, CA, 93003.

Contact Person: Karen Davidson

Tel: 805-320-2489

PROFORMA INVOICE FOR APM-4D AUTOMATIC COUNTING MACHINE

PRODUCT	QTY	TOTAL PRICE
APM-4D Automatic Capsule Counting Machine	1	\$22,788

INCLUDED:

Free Shipping.

Lifetime after-sale service.

Free Shipping.

Free Virtual Installation.

Payment Terms: 100% Payment Due Upfront before the machine is shipped.

Delivery Time: 10-15 Business Days.

Guarantee Time: Lifetime customer service.

Packing: Wooden case.

PAYMENT INFORMATION: (Bank Wire Transfer)

Bank: Bank of America

Account Name: American Pharma Machinery

Account No: 223026430839

Routing No: 026009593

Beneficiary Address: 708 Mourning Dove Lane, Seneca, SC.29678



APM-USA

TECHNICAL SPECIFICATIONS:

Model	APM-4D Automatic Capsule Counting Machine
Capacity	20 ~ 40bottles/min
Application	00 ~ 5# capsules, soft capsules, $\Phi 6 \sim 18$ mm round tablets, irregular-shape tablets, tablets with sugar coating, $\Phi 6 \sim 12$ mm pills
Filling volume	2 ~ 9999pcs/bottle, adjustable
Power supply	AC110V/220V, 50 ~ 60Hz, 1Kw
Bottle	10 ~ 500ml round / square bottles
Pass rate	More than 99.7%
Machine size	2800×670×1550, mm
Package size	Wooden case, 2900×780×1600, mm
Machine weight	400Kg



PREPAYMENT ADDENDUM

Eq. Schedule No. DCC-1777218

This Prepayment Addendum ("Addendum") supplements and amends that certain equipment finance agreement identified by the schedule number set forth above ("Schedule") between CIT Bank, a division of First-Citizens Bank & Trust Company, as secured party ("CIT Bank, a division of First-Citizens Bank & Trust Company"), and Planet One Packaging, LLC, as customer ("Customer"), and pertaining to the property being financed by and described in the Schedule. The following is hereby added as a new section to the Schedule:

"Prepayment: Notwithstanding any other provision of this Schedule to the contrary, and provided no Default has occurred under this Schedule or any other agreement with CIT Bank, a division of First-Citizens Bank & Trust Company, Customer may prepay this Schedule at any time, in whole but not in part, by paying CIT Bank, a division of First-Citizens Bank & Trust Company an amount equal to the Unpaid Balance. "Unpaid Balance" shall mean, with respect to this Schedule, as of the date of any such permitted prepayment thereunder, the sum of; (i) all amounts then due and owing by you under this Schedule, plus (ii) the discounted present value of all future monthly scheduled payments to be owed by you during the balance of the term of this Schedule, calculated using a discount rate equal to (A) 4% if the prepayment is made during the first half of the contract term of this Schedule, or (B) the rate that was used by CIT Bank, a division of First-Citizens Bank & Trust Company to calculate the monthly payment amount payable under this Schedule if the prepayment is made during the second half of the contract term of this Schedule, plus (iii) plus all applicable taxes, if any, arising out of such prepayment. CIT Bank, a division of First-Citizens Bank & Trust Company shall specify the Unpaid Balance which, absent manifest error, shall be binding and conclusive. No prepayment penalty shall be added to the Unpaid Balance."

You agree that a facsimile or other copy of this Addendum, as executed, shall be deemed the equivalent of an originally executed copy for all purposes, and except as amended by this Addendum, the Schedule remains in full force and effect.

Customer: Planet One Packaging, LLC

DocuSigned by:
X Karen Davidson 12/1/2022
Karen Davidson 892597ABD0314DC... (Date)

ACCEPTED BY First-Citizens Bank & Trust Company

DocuSigned by:
X Elsy Salzman 12/13/2022
Elsy Salzman 892597ABD0314DC... (Date)

California

USA

DRIVER LICENSE

FEDERAL
LIMITS
APPLY

DL

EX

LN DAVIDSON

FN KAREN DIANE

DOB

RSTR NONE

DONOR

Redacted

Redacted

CLASS C

END NONE

Redacted

Redacted

Redacted

SEX F

HGT

DD Redacted

Redacted

HAIR BRN

WGT

Redacted

EYES HZL

KD83

ISS

02/08/2021



Certificate Of Completion

Envelope Id: 6D1777A37D2A450AB5680116C7424548

Status: Completed

Subject: Master Agreement DCC-1777218

Source Envelope:

Document Pages: 9

Signatures: 8

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nicholas Vitullo

AutoNav: Enabled

155 Commerce Way

Envelope Stamping: Disabled

Portsmouth, NH 03801

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

nvitullo@cit.com

IP Address: 13.64.30.23

Record Tracking

Status: Original

Holder: Nicholas Vitullo

Location: DocuSign

12/1/2022 4:00:18 PM

nvitullo@cit.com

Status: Authoritative Copy (1 of 1 documents)

Holder: Nicholas Vitullo

Location: DocuSign

12/13/2022 4:46:29 PM

nvitullo@cit.com

Signer Events

Karen Davidson

karen@planetonepackaging.com

Security Level: Email, Account Authentication (None), Authentication

Signature

DocuSigned by:

 B5E231A5D0314DC...

Timestamp

Sent: 12/1/2022 4:00:20 PM

Viewed: 12/1/2022 4:04:46 PM

Signed: 12/1/2022 5:27:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 104.182.56.241

Signed using mobile

Authentication Details

ID Check:

Transaction: 31019317762555

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address,

SSN9, SSN4, DOB

Performed: 12/1/2022 4:04:31 PM

Question Details:

passed property.purchasedfrom.fake

passed vehicle.historical.association.real

passed property.association.single.real

passed corporate.association.real

ID Check:

Transaction: 31019319936395

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address,

SSN9, SSN4, DOB

Performed: 12/1/2022 5:42:38 PM

Question Details:

passed college.association.fake

failed property.street.in.city.real

passed corporate.association.real

passed vehicle.historical.association.real

Electronic Record and Signature Disclosure:

Accepted: 12/1/2022 4:04:46 PM

ID: 506dbdc5-e450-4bde-af30-ecda215eb2cf

Elsy Salman Orantes

elsymariela.salmanorantes@cit.com

Funding Manager

Security Level: Email, Account Authentication (None)

DocuSigned by:

 on behalf of First Citizens Bank & Trust Company
 (successor by merger to CIT Bank, N.A.)
 F9A299C139ED413...

Sent: 12/1/2022 5:27:54 PM

Resent: 12/13/2022 4:44:24 PM

Viewed: 12/13/2022 4:45:26 PM

Signed: 12/13/2022 4:46:27 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 206.212.109.211

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/1/2022 4:00:20 PM
Envelope Updated	Security Checked	12/13/2022 4:44:20 PM
Envelope Updated	Security Checked	12/13/2022 4:44:20 PM
Certified Delivered	Security Checked	12/13/2022 4:45:26 PM
Signing Complete	Security Checked	12/13/2022 4:46:27 PM
Completed	Security Checked	12/13/2022 4:46:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Redacted

From: [APM-USA](#)

Sent: Wednesday, February 8, 2023 12:30 PM

To: [PlanetOne Packaging](#); [Vitullo, Nicholas](#)

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

I'm waiting on your response to the above email.

Please let me know if we can ship this machine out to you.

Thanks,

Dorothy

From: APM-USA <info@pharmamachineries.com>

Sent: Tuesday, January 31, 2023 3:34:27 PM

To: PlanetOne Packaging <karen@planetonepackaging.com>; Vitullo, Nicholas <nvitullo@cit.com>

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

We apologize for the delay in responding.

There has been a minor setback and the machine delivery will take a little longer. Can we send you a temporary machine to use that we can pick up once your machine is delivered?

This will be at no cost to you.

I can schedule pickup in as little as two business days.

Let me know what you think.

Thanks,

Dorothy

From: PlanetOne Packaging <karen@planetonepackaging.com>

Sent: Monday, January 30, 2023 12:29:43 PM

To: Vitullo, Nicholas <nvitullo@cit.com>; APM-USA <info@pharmamachineries.com>

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

I have contacted an attorney in South Carolina... I will be moving forward today unless I have a satisfactory answer from you, Dorothy @ APM.

Karen

Sent from [Mail](#) for Windows

From: [Vitullo, Nicholas](#)

Sent: Monday, January 30, 2023 5:58 AM

To: [APM-USA](#); [PlanetOne Packaging](#)

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Hello Dorothy,

Customer has reached out to me stating they have not received any equipment and have tried contacting several times to figure out the status. Can you please follow up with Karen to give her an update?

Thank you

Nick

Nicholas Vitullo

Lending Solution Manager

Small Business Solutions

O: (603)433-9431

F: (866)262-9203

155 Commerce Way

Portsmouth, NH 03801

www.cit.com



From: APM-USA <info@pharmamachineries.com>

Sent: Monday, December 19, 2022 9:28 AM

To: Vitullo, Nicholas <nvitullo@cit.com>; PlanetOne Packaging <karen@planetonepackaging.com>

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

External email – Be cautious with links and attachments.

Good morning, Karen.

We have received the payment from CIT.

Please confirm the size of your capsules/tablets so that we can customize the machine accordingly.

Secondly, also confirm the power specifications: 220V, 60Hz and Single phase.

Best regards,

Dorothy

From: Vitullo, Nicholas <nvitullo@cit.com>
Sent: Monday, December 12, 2022 2:56:51 PM
To: PlanetOne Packaging <karen@planetonepackaging.com>; APM-USA <info@pharmamachineries.com>
Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

Waiting on Keyence to issue an invoice. I did reach out to there team that processes the invoices so we can fully fund the transaction.

Nick

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Lending Solution Manager
Small Business Solutions
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Only send Confidential information via a secure means using encryption, a password protected document, or a direct fax to your Account Manager. If you have any questions, please contact your Account Manager.

This email message and any accompanying materials may contain proprietary, privileged and confidential information of First-Citizens Bank & Trust Company or its subsidiaries or affiliates (collectively, "First Citizens"), and are intended solely for the recipient(s) named above. If you are not the intended recipient of this communication, any use, disclosure, printing, copying or distribution, or reliance on the contents, of this communication is strictly prohibited. First Citizens disclaims any liability for the review, retransmission, dissemination or other use of, or the taking of any action in reliance upon, this communication by persons

other than the intended recipient(s). If you have received this communication in error, please reply to the sender advising of the error in transmission, and immediately delete and destroy the communication and any accompanying materials. To the extent permitted by applicable law, First Citizens and others may inspect, review, monitor, analyze, copy, record and retain any communications sent from or received at this email address.

From: PlanetOne Packaging <karen@planetonepackaging.com>

Sent: Monday, December 12, 2022 2:05 PM

To: Vitullo, Nicholas <nvitullo@cit.com>; asoto@keyence.com; info@pharmamachineries.com

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

External email – Be cautious with links and attachments.

Good day !

Please advise to the status of the purchase of InkJet Printers and Capsule Counter. I need to be in the loop so please

Advise

Thank you

Karen Davidson
PlanetOne Packaging, LLC
805-320-2489c

Sent from [Mail](#) for Windows

Redacted

From: [APM-USA](#)

Sent: Friday, February 10, 2023 10:42 AM

To: [PlanetOne Packaging](#)

Subject: Re: offer to send out a replacement...

Hello Karen,

I have attached the video and a few pictures herein.

Please let me know.

We shall send this at no cost to you. Everything is on us.

Thanks

TECHNICAL SUPPORT

Customer Support



<https://pharmamachineries.com>

From: PlanetOne Packaging <karen@planetonepackaging.com>

Sent: Thursday, February 9, 2023 7:16 PM

To: APM-USA <info@pharmamachineries.com>

Subject: RE: offer to send out a replacement...

Hi Dorothy ~ I don't know why, but the email in reply to your offer to send a replacement keeps bouncing back. Here is my reply:

- I need a photo, serial number and video of the machine actually working as a capsule counter.
- Make and model number/ please take a photo of the manufacturer label
- I need verification that you are the rightful owner of such equipment
- Once identified, I will send over a mechanic to determine that equipment is usable.
- Please send me the information and I will respond back immediately

Karen Davidson
PLanetONE packaging
805-320-2489 cell

Sent from [Mail](#) for Windows



Redacted

From: [PlanetOne Packaging](#)

Sent: Friday, February 10, 2023 11:34 AM

To: [APM-USA](#)

Subject: RE: Thank you for the effort... but I really would like a refund

Dorothy ~ I do not want to confuse the issue with a replacement, inferior product. Can you simply refund me the money ? \$22,700?

If you refund me the money, I might be interested in buying that capsule counter (at a great price)

I am trying to work with you ~ thoughts?

Karen Davidson
PlanetONE
805-320-2489 cell

Sent from [Mail](#) for Windows

From: [APM-USA](#)

Sent: Friday, February 10, 2023 10:42 AM

To: [PlanetOne Packaging](#)

Subject: Re: offer to send out a replacement...

Hello Karen,

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TECHNICAL SUPPORT



<https://pharmamachineries.com>

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5. Please send me the information and I will respond back immediately

Karen Davidson
PlanetONE packaging
805-320-2489 cell

Sent from [Mail](#) for Windows

Redacted

From: APM-USA <info@pharmamachineries.com>

Date: Wed, Mar 1, 2023 at 11:53 AM

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

To: PlanetOne Packaging <karen@planetonepackaging.com>, Vitullo, Nicholas <nvitullo@cit.com>

Hello Karen,

Your machine is being finalized now. It's at the final stages of debugging.

See the video below.

From: PlanetOne Packaging <karen@planetonepackaging.com>

Sent: Wednesday, February 8, 2023, 7:23 PM

To: APM-USA <info@pharmamachineries.com>; Vitullo, Nicholas <nvitullo@cit.com>

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Dorothy ~ One more thing... what is the major setback? What is the issue? I ordered this product Dec. 19th (paid in full) and now it is Feb 8th, 2023.

I am at a loss as to why the equipment is not available OR you refund the money in full. The right thing to do is to satisfy the customer and provide what they ordered in a timely manner, OR refund the full amount of payment for the item that I did not receive. It is really quite simple.

Karen Davidson
PlanetONE
805-320-2489 cell

Sent from [Mail](#) for Windows

From: [APM-USA](#)

Sent: Wednesday, February 8, 2023 12:30 PM

To: PlanetOne Packaging; Vitullo, Nicholas

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

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Please let me know if we can ship this machine out to you.

Thanks,

Dorothy

From: APM-USA <info@pharmamachineries.com>

Sent: Tuesday, January 31, 2023 3:34:27 PM

To: PlanetOne Packaging <karen@planetonepackaging.com>; Vitullo, Nicholas <nvitulo@cit.com>

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

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I can schedule pickup in as little as two business days.

Let me know what you think.

Thanks,

Dorothy

From: PlanetOne Packaging <karen@planetonepackaging.com>

Sent: Monday, January 30, 2023 12:29:43 PM

To: Vitullo, Nicholas <nvitulo@cit.com>; APM-USA <info@pharmamachineries.com>

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

I have contacted an attorney in South Carolina... I will be moving forward today unless I have a satisfactory answer from you, Dorothy @ APM.

Karen

Sent from [Mail](#) for Windows

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To: APM-USA; PlanetOne Packaging

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Hello Dorothy,

Customer has reached out to me stating they have not received any equipment and have tried contacting several times to figure out the status. Can you please follow up with Karen to give her an update?

Thank you
Nick

Nicholas Vitullo

Lending Solution Manager

Small Business Solutions

O: (603)433-9431

F: (866)262-9203

[155 Commerce Way](#)

[Portsmouth, NH 03801](#)

www.cit.com



A Division of First Citizens Bank

From: APM-USA <info@pharmamachineries.com>

Sent: Monday, December 19, 2022 9:28 AM

To: Vitullo, Nicholas <nvitullo@cit.com>; PlanetOne Packaging <karen@planetonepackaging.com>

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

External email – Be cautious with links and attachments.

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Secondly, also confirm the power specifications: 220V, 60Hz and Single phase.

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Dorothy

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Nick

Nicholas Vitullo

Lending Solution Manager

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O: (603)433-9431

F: (866)262-9203

[155 Commerce Way](#)

[Portsmouth, NH 03801](#)

www.cit.com



A Division of First Citizens Bank

Only send Confidential information via a secure means using encryption, a password protected document, or a direct fax to your Account Manager. If you have any questions, please contact your Account Manager.

This email message and any accompanying materials may contain proprietary, privileged and confidential information of First-Citizens Bank & Trust Company or its subsidiaries or affiliates (collectively, "First Citizens"), and are intended solely for the recipient(s) named above. If you are not the intended recipient of this communication, any use, disclosure, printing, copying or distribution, or reliance on the contents, of this communication is strictly prohibited. First Citizens disclaims any liability for the review, retransmission, dissemination or other use of, or the taking of any action in reliance upon, this communication by persons other than the intended recipient(s). If you have received this communication in error, please reply to the sender advising of the error in transmission, and immediately delete and destroy the communication and any accompanying materials. To the extent permitted by applicable law, First Citizens and others may inspect, review, monitor, analyze, copy, record and retain any communications sent from or received at this email address.

From: PlanetOne Packaging <karen@planetonepackaging.com>

Sent: Monday, December 12, 2022 2:05 PM

To: Vitullo, Nicholas <nvitullo@cit.com>; asoto@keyence.com; info@pharmamachineries.com

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

External email – Be cautious with links and attachments.

Good day !

Please advise to the status of the purchase of InkJet Printers and Capsule Counter. I need to be in the loop so please Advise

Thank you

Karen Davidson
PlanetOne Packaging, LLC
805-320-2489c

Sent from [Mail](#) for Windows



From: PlanetOne Packaging <karen@planetonepackaging.com>
Sent: Sunday, March 5, 2023 8:49 PM
To: APM-USA; Vitullo, Nicholas; Dino Guglielmelli; Major, Chris
Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Dorothy ~ It appears that the machine is still overseas, and has not arrived in the USA. Also that is not the machine that we paid for. Please refund the \$22,700.00.

The delay is excessive with no clear resolution. Therefore, please just refund our payment and we will look elsewhere.

Karen Davidson
PlanetOne
805-320-2489 cell

Sent from [Mail](#) for Windows

From: [APM-USA](#)
Sent: Wednesday, March 1, 2023 11:53 AM
To: [PlanetOne Packaging](#); [Vitullo, Nicholas](#)
Subject: Re: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

Your machine is being finalized now. It's at the final stages of debugging.

See the video below.

From: PlanetOne Packaging <karen@planetonepackaging.com>
Sent: Wednesday, February 8, 2023, 7:23 PM
To: APM-USA <info@pharmamachineries.com>; Vitullo, Nicholas <nvitullo@cit.com>
Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Dorothy ~ One more thing... what is the major setback? What is the issue? I ordered this product Dec. 19th (paid in full) and now it is Feb 8th, 2023.

I am at a loss as to why the equipment is not available OR you refund the money in full. The right thing to do is to satisfy the customer and provide what they ordered in a timely manner, OR refund the full amount of payment for the item that I did not receive. It is really quite simple.

Karen Davidson
PlanetONE
805-320-2489 cell

Sent from [Mail](#) for Windows

From: [APM-USA](#)

Sent: Wednesday, February 8, 2023 12:30 PM

To: [PlanetOne Packaging](#); [Vitullo, Nicholas](#)

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

I'm waiting on your response to the above email.

Please let me know if we can ship this machine out to you.

Thanks,

Dorothy

From: APM-USA <info@pharmamachineries.com>

Sent: Tuesday, January 31, 2023 3:34:27 PM

To: PlanetOne Packaging <karen@planetonepackaging.com>; Vitullo, Nicholas <nvitullo@cit.com>

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

We apologize for the delay in responding.

There has been a minor setback and the machine delivery will take a little longer. Can we send you a temporary machine to use that we can pick up once your machine is delivered?

This will be at no cost to you.

I can schedule pickup in as little as two business days.

Let me know what you think.

Thanks,

Dorothy

From: PlanetOne Packaging <karen@planetonepackaging.com>

Sent: Monday, January 30, 2023 12:29:43 PM

To: Vitullo, Nicholas <nvitullo@cit.com>; APM-USA <info@pharmamachineries.com>

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

I have contacted an attorney in South Carolina... I will be moving forward today unless I have a satisfactory answer from you, Dorothy @ APM.

Karen

Sent from [Mail](#) for Windows

From: [Vitullo, Nicholas](#)

Sent: Monday, January 30, 2023 5:58 AM

To: [APM-USA](#); [PlanetOne Packaging](#)

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Hello Dorothy,

Customer has reached out to me stating they have not received any equipment and have tried contacting several times to figure out the status. Can you please follow up with Karen to give her an update?

Thank you

Nick

Nicholas Vitullo

Lending Solution Manager

Small Business Solutions

O: (603)433-9431

F: (866)262-9203

155 Commerce Way

Portsmouth, NH 03801

www.cit.com



A Division of First Citizens Bank

From: APM-USA <info@pharmamachineries.com>

Sent: Monday, December 19, 2022 9:28 AM

To: Vitullo, Nicholas <nvitullo@cit.com>; PlanetOne Packaging <karen@planetonepackaging.com>

Subject: Re: Purchase of Inkjet Printers and Capsule Counter

External email – Be cautious with links and attachments.

Good morning, Karen.

We have received the payment from CIT.

Please confirm the size of your capsules/tablets so that we can customize the machine accordingly.

Secondly, also confirm the power specifications: 220V, 60Hz and Single phase.

Best regards,

Dorothy

From: Vitullo, Nicholas <nvitullo@cit.com>
Sent: Monday, December 12, 2022 2:56:51 PM
To: PlanetOne Packaging <karen@planetonepackaging.com>; APM-USA <info@pharmamachineries.com>
Subject: RE: Purchase of Inkjet Printers and Capsule Counter

Hello Karen,

Waiting on Keyence to issue an invoice. I did reach out to there team that processes the invoices so we can fully fund the transaction.

Nick

Nicholas Vitullo
Lending Solution Manager
Small Business Solutions
O: (603)433-9431
F: (866)262-9203
155 Commerce Way
Portsmouth, NH 03801
www.cit.com



Only send Confidential information via a secure means using encryption, a password protected document, or a direct fax to your Account Manager. If you have any questions, please contact your Account Manager.

This email message and any accompanying materials may contain proprietary, privileged and confidential information of First-Citizens Bank & Trust Company or its subsidiaries or affiliates (collectively, "First Citizens"), and are intended solely for the recipient(s) named above. If you are not the intended recipient of this communication, any use, disclosure, printing, copying or distribution, or reliance on the contents, of this communication is strictly prohibited. First Citizens disclaims any liability for the review, retransmission, dissemination or other use of, or the taking of any action in reliance upon, this communication by persons other than the intended recipient(s). If you have received this communication in error, please reply to the sender advising of the error in transmission, and immediately delete and destroy the communication and any accompanying materials. To the extent permitted by applicable law, First Citizens and others may inspect, review, monitor, analyze, copy, record and retain any communications sent from or received at this email address.

From: PlanetOne Packaging <karen@planetonepackaging.com>
Sent: Monday, December 12, 2022 2:05 PM

To: Vitullo, Nicholas <nvitullo@cit.com>; asoto@keyence.com; info@pharmamachineries.com

Subject: RE: Purchase of Inkjet Printers and Capsule Counter

External email – Be cautious with links and attachments.

Good day !

Please advise to the status of the purchase of InkJet Printers and Capsule Counter. I need to be in the loop so please

Advise

Thank you

Karen Davidson
PlanetOne Packaging, LLC
805-320-2489c

Sent from [Mail](#) for Windows

HAYNSWORTH SINKLER BOYD, P.A.
ONE NORTH MAIN STREET, 2ND FLOOR
P.O. BOX 2048 (29602)
GREENVILLE, SOUTH CAROLINA 29601
MAIN 864.240.3200
FAX 864.240.3300
www.hsblawfirm.com

CHRISTOPHER B. MAJOR
DIRECT 864.240.3211
cmajor@hsblawfirm.com

Tax ID No.: 57-1111443

January 15, 2025

PlanetONE Packaging, LLC
Attn: Karen Davidson
3036 Seaborg Avenue, Suite A
Ventura, California 93033

**Re: PlanetONE Packaging, LLC v. American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen
Dorothy Amolo (C.A. No. 2023-CP-37-00232)**

Fees for services rendered:

For the period February 17, 2023 – January 1, 2025 \$ 29,057.00

Costs and expenses:

For the period February 17, 2023 – January 1, 2025 \$ 724.75

Amount Due..... \$ 29,781.75

Please make check payable to:

**HAYNSWORTH SINKLER BOYD, P.A.
POST OFFICE BOX 2048
GREENVILLE, SOUTH CAROLINA 29602
ATTN: CHRISTOPHER B. MAJOR**

Please reference HSB file number:

45134.0001



Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

Major, Chris <cmajor@hsblawfirm.com>

Fri, Nov 10, 2023 at 10:58 AM

To: oscarsmile4 <oscarsmile4@gmail.com>

Cc: "Imcintoshlc@sccourts.org" <Imcintoshlc@sccourts.org>, "Imcintoshsc@sccourts.org" <Imcintoshsc@sccourts.org>, "awatkins@oconeesc.com" <awatkins@oconeesc.com>, "dorothypierce84@gmail.com" <dorothypierce84@gmail.com>

Mr. Ojok,

My mailing address is P.O. Box 2048, Greenville, SC 29602.

**Christopher B. Major** | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

[Quoted text hidden]

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Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

oscarsmile4 <oscarsmile4@gmail.com>

Fri, Nov 10, 2023 at 10:56 AM

To: cmajor@hsblawfirm.com

Cc: lmcintoshlc@sccourts.org, lmcintoshsc@sccourts.org, awatkins@oconeesc.com, dorothypierce84@gmail.com

Hello Mr. Major,

My name is Oscar Ojok.

I'm the personal assistant to Queen Dorothy. I was the one that mailed the legal documents to you and and the South Carolina court of common pleas. Queen Dorothy tells me that up to now your copy has never been delivered. I would like to mail to you my affidavit of Mailing. Please provide a valid mailing address that you use so that I can mail a hard copy of the affidavit.

Yours,

Oscar Ojok.

Sent from my Galaxy

3 attachments

IMG-20231110-WA0004.jpg
38K



IMG-20231110-WA0003.jpg
28K



Affidavit Oscar Ojok.pdf
200K



Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 9:21 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: oscar-smile4 <oscar-smile4@gmail.com>, "Imcintoshlc@sccourts.org" <Imcintoshlc@sccourts.org>, "Imcintoshsc@sccourts.org" <Imcintoshsc@sccourts.org>, "awatkins@oconeesc.com" <awatkins@oconeesc.com>

Mr. Major,

I expect you to be forthcoming about all the shipments from Uganda. Oscar Ojok mailed out an Affidavit again to the PO box address that you provided. Did you receive this mail or not? We have mailed documents three times and you claim you did not receive them and yet all parcels ever mailed from Uganda get delivered. In case of a bad address, it gets redelivered. You gotta be honest. You will NOT force a default judgment upon me by misrepresenting facts to the court

You are responsible for having a mailing address that receives mail.

If you procure a default judgment fraudulently, I will appeal this to the Court of Appeals.

Best regards,

Dorothy Pierce

[Quoted text hidden]



Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 9:36 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: oscar-smile4 <oscar-smile4@gmail.com>, "Imcintoshlc@sccourts.org" <Imcintoshlc@sccourts.org>, "Imcintoshsc@sccourts.org" <Imcintoshsc@sccourts.org>, "awatkins@oconeesc.com" <awatkins@oconeesc.com>, "Bradley, Patrick" <pbradley@hsblawfirm.com>

Chris,

An affidavit of Mailing was sent to you by Oscar Ojok. Did you receive this Affidavit or NOT?

If you had any specific requirements, you needed to communicate to Ojok Oscar who asked you for a valid mailing address several weeks ago after sending you a copy of his Affidavit.

Secondly, I have not received any court order yet since you drafted it.

I will take this matter to the Court of Appeals at this time as soon as I receive the order.

Best Regards,

Dorothy Pierce

[Quoted text hidden]



Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

7 messages

oscarsmile4 <oscarsmile4@gmail.com>

Fri, Nov 10, 2023 at 10:56 AM

To: cmajor@hsblawfirm.com

Cc: lmcintoshlc@sccourts.org, lmcintoshsc@sccourts.org, awatkins@oconeesc.com, dorothypierce84@gmail.com

Hello Mr. Major,

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Yours,

Oscar Ojok.

Sent from my Galaxy

3 attachments**IMG-20231110-WA0004.jpg**
38K**IMG-20231110-WA0003.jpg**
28K**Affidavit Oscar Ojok.pdf**
200K

Major, Chris <cmajor@hsblawfirm.com>

Fri, Nov 10, 2023 at 10:58 AM

To: oscarsmile4 <oscarsmile4@gmail.com>

Cc: "lmcintoshlc@sccourts.org" <lmcintoshlc@sccourts.org>, "lmcintoshsc@sccourts.org" <lmcintoshsc@sccourts.org>, "awatkins@oconeesc.com" <awatkins@oconeesc.com>, "dorothypierce84@gmail.com" <dorothypierce84@gmail.com>

Mr. Ojok,

My mailing address is P.O. Box 2048, Greenville, SC 29602.

HAYNSWORTH SINKLER BOYD

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

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ONE North Main, 2nd Floor | Greenville, SC 29601

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[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

[Quoted text hidden]

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Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 9:21 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: [oscarsmile4](mailto:oscarsmile4@gmail.com) <oscarsmile4@gmail.com>, "Imcintoshlc@sccourts.org" <Imcintoshlc@sccourts.org>, "Imcintoshsc@sccourts.org" <Imcintoshsc@sccourts.org>, "awatkings@oconeesc.com" <awatkings@oconeesc.com>

Mr. Major,

I expect you to be forthcoming about all the shipments from Uganda. Oscar Ojok mailed out an Affidavit again to the PO box address that you provided. Did you receive this mail or not? We have mailed documents three times and you claim you did not receive them and yet all parcels ever mailed from Uganda get delivered. In case of a bad address, it gets redelivered. You gotta be honest. You will NOT force a default judgment upon me by misrepresenting facts to the court

You are responsible for having a mailing address that receives mail.



Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

Major, Chris <cmajor@hsblawfirm.com>

Fri, Dec 8, 2023 at 9:44 AM

To: Dorothy Pierce <dorothypierce84@gmail.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>

Ms. Pierce,

As I indicated before, it is inappropriate to continually drag the Court officers into every communication. If you need to communicate with me, please do it directly without inappropriately dragging them into the discussion. I did receive the recent mailing from Mr. Ojok. I have also emailed you a copy of the Order that was just entered this week. A formal mailing will be forthcoming. Please provide the information requested in my separate email (and which the Court directed you to provide) as soon as possible so we can keep this matter moving along.

[Quoted text hidden]



Dorothy Pierce <dorothypierce84@gmail.com>

PLANETone Packaging v. Pierce et al.

Dorothy Pierce <dorothypierce84@gmail.com>

Thu, Jan 11, 2024 at 12:22 PM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Mr. Major,

During the court hearing, the judge stated that I provide proof of mailing and you stated that the evidence submitted was not accompanied by an affidavit. Oscar sent you an affidavit shortly and later you changed the final draft order to a different requirement.

We don't have an online with Posta Uganda. Ojok Oscar doesn't have an online account with Posta Uganda.

Mr. Ojok has inquired if opening an online account will show past mailings. The post office stated it will show only the orders from the time of account creation.

Lastly, if we had any online account with post Uganda, providing you with access to an online account would be a breach of privacy and not acceptable.

You have every proof that the document was mailed to you, not once but twice.

We need to schedule a hearing to determine the evidence provide.

Thanks,

Dorothy

[Quoted text hidden]

Date: 11/10/2023

Christopher Major:

1 North Main St, 2nd Floor, Greenville, SC, 29601, USA.

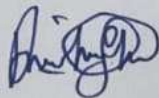
Oconee Court of Common Pleas,

205 W. Main St, Walhalla, SC. 29691, United States

AFFIDAVIT OF MAILING

I, OSCAR OJOK, of Namugongo, Kampala, Uganda, do solemnly make oath and state that:

1. I am an adult male Ugandan of sound mind and a law-abiding citizen.
2. I'm the Personal Assistant of Queen Dorothy Amolo.
3. When Queen Dorothy is in Uganda, I'm run all her personal errands.
4. On June 01, 2023, I was tasked with the responsibility of mailing court papers to:
Oconee Court of Common Pleas, 205 W. Main St, Walhalla, SC. 29691, United States
and Christopher Major: 1 North Main St, 2nd Floor, Greenville, SC, 29601, USA.
5. I mailed the documents via Posta Uganda which a government owned courier agency and retained the copies of receipts on my file.
6. When Queen Dorothy returned to the USA in July 2023, she asked me to provide a copy of the receipts for mailing the documents because apparently the documents had not yet been delivered to the addresses. I sent her the copies of mailing receipts.
7. On October 04, 2023, Posta Uganda notified me the packages that I mailed were being returned to Uganda because they were Undeliverable.
8. We notified Queen Dorothy who then instructed me to ask Posta Uganda to remail the Packages.
9. Posta Uganda asked me to confirm that the addresses were correct. Queen Dorothy confirmed that the addresses were correct but "1" had to be separated from "North" as it seemed to be joined together on the mail to Christopher Major.
10. Posta Uganda remailed the packages on or about October 10, 2023, to the addresses at no additional fee.



11. Whatever I have stated herein is true and correct to the best of my knowledge,
information, and belief.

SWORN AT KAMPALA THIS 10th DAY OF November, 2023

OJOK OSCAR



(DEPONENT)

BEFORE ME:

COMMISSIONER FOR OATHS



DRAWN & FILED BY: THE DEPONENT

RECEIPT



Kampala GPO

RECEIPT No.: B-GPO-76-29340

TIN: 1000027427

P.o Box 7106 Kampala, Phone: 0414255511

Date: 2023-06-01 10:52:26

Pay Method: Cash

Destination (Country) United States Of America

Destination (Station)

Item. No. RR224086369UG

Item Weight(Gms). 47

Sender Name. OSCAR OJOK

Sender Address KAMPALA
UGANDA

Sender Contact. 0786627801

Reciever: OCONEE COURT OF
COMMON PLEASReciever Address. 205 W MAINST.
WALHALLA SC
29691 USA

Reciever Contact. +8649167303

Vat UGX 0

Postage Fee. UGX 15,957

.....
Total: UGX 15,957You Were Served By Finugaita
Thank You!!! Please Come Again

RECEIPT



Kampala GPO

RECEIPT No.: B-GPO-76-29339

TIN: 1000027427

P.o Box 7106 Kampala, Phone: 0414255511

Date: 2023-06-01 10:47:01

Pay Method: Cash

Destination (Country) United States Of
America

Destination (Station)

Item. No. RR224086390UG

Item Weight(Gms). 47

Sender Name. OSCAR OJOK

Sender Address KAMPALA
UGANDA

Sender Contact. 0786627801

Reciever: CHRISTOPHER
MAJORReciever Address. IN MAIN ST 2ND
FLOOR
GREENVILLE SC
29601 USA

Reciever Contact. +8642403211

Vat UGX 0

Postage Fee. UGX 15,957

Total: UGX 15,957

You Were Served By Finugaita
Thank You!!! Please Come Again

REDPEPPER[\(https://redpepper.co.ug/\)](https://redpepper.co.ug/)**ONLINE (https://redpepper.co.ug/)**

NEWS | EXCLUSIVES | INTELLIGENCE | SPORTS | JOBS

https://www.msport.com/ug/m/mkt/registration_3?from=website-redpapernew-reg3-3001-0911**HomeE-Paper****News** ▾**Business** ▾**COVID-19****CrimeWesternParliamentWorldBreaking News****TECHAgricultureDiscounts & Ads****Features** ▾**EducationLifestylePictorial****Gossip** >**Supplements****CINEMACelebrity****OPED** ▾**Hyena's TaleSportsJobs****Arinaitwe RugyendoBarbara Nekesa NewMan****Crime** (<https://redpepper.co.ug/category/news/crime/>)**Featured** (<https://redpepper.co.ug/category/featured/>)**News** (<https://redpepper.co.ug/category/news/>) **top** (<https://redpepper.co.ug/category/top/>)

ENGOLA EXECUTION! Here are the unanswered questions

⑨ Pepper Intelligence Unit (<https://redpepper.co.ug/author/pepperiu/>)🕒 May 4, 2023 (<https://redpepper.co.ug/date/2023/05/>)

Hot Today

KITEEZI TRASH TRAGEDY: IGG probe complete, negligence cited as jail, sack beckons for implicated KCCA officials (<https://redpepper.co.ug/kiteezi-trash-tragedy-igg-probe-complete-negligence-cited-as-jail-sack-beckons-for-implicated-kcca-officials/137831/>)

September 21, 2024

WIVES BY DAY, THIGH**VENDORS BY NIGHT! 4 in 10****married Women in Arua****moonlight as s3x workers** PRIVACY**study exposes**<https://redpepper.co.ug/wives->



by-day-sex-workers-by-night-
4-in-10-married-women-in-
arua-moonlight-as-sex-
workers-study-
exposes/137828/)
September 21, 2024



PRESS STATEMENT

(<https://redpepper.co.ug/wp-content/uploads/2024/09/tian-tang-statement.pdf>).

On Tuesday, 2 May, morning, the nation was shocked by the gunning down of junior Labour, Employment, and Industrial Relations minister, Rtd. Col. Charles Okello Engola.



PRESS STATEMENT

(<https://redpepper.co.ug/wp-content/uploads/2024/09/tian-tang-statement.pdf>)



(<https://www.roketelkom.co.ug/>).

He was executed at his Central Uganda home located in Kyanja, a Kampala Capital City's suburb, by Private Wilson Sabiiti, one of the Uganda People's Defence Forces (UPDF) guards attached to his security detail.

Investigators are racing against time to ascertain the motive of the killer guard.

Job pay issues, mental disorder, depression have since been cited.

However, some close friends and relatives alike believe there could be more than meets the eye. That the version of events leaves more questions than answers as far the killer motive is concerned, according to Queen Dorothy Amolo, an international investor based in the United States who hails from Kamdini Town Council, Oyam South County, in Oyam District.

Amolo, who is the brain behind various community groups promoting wealth creation initiatives in Aber, Minakulu, Myene, Loro, Acaba, and Iceme Sub Counties, among others, described the gruesome murder of the late Minister Macodwogo as a direct hit on the development of young people, women, and vulnerable groups in Lango, Oyam District specifically.

"We had just concluded a partnership to bring a radio station to the people of Northern Uganda and several pieces of equipment for the community hospital that he founded in Oyam North—a plan we set in motion months ago," Amolo, who contested for the Oyam South County MP seat during 2021, said.

According to her, the whole story surrounding the murder of Col. Engola is absurd; it does not make sense and leaves more questions than answers.

Below are some of the questions that Amolo, like many others, has continued asking:



Queen Dorothy Amolo

How can a guard who worked with the minister for less than five weeks kill him in cold blood because of non-payment of allowance/salary? According to labour ministry spokesperson Frank Mugabi, the killer guard had just been deployed to the ministry and attached to the minister three weeks ago.

How much was this bodyguard owed, and who owed his allowance/salary? Eyewitnesses say the killer guard mentioned demanding shs4million from his employer(s). The ministry of defence/veteran affairs meets soldiers' pay. Those assigned to protect VIPs often get allowances from the people they protect directly or institutions their bosses are attached to. It is not clear whether it is Engola who was responsible for these allowances or the Labour ministry. But the question remains, if the allowance was meant to be paid by the minister himself, is a one-time missed payment sufficient ground to take his life? Did someone mismanage the killer guard's allowances as it is being alleged?

Where were other guards on the minister's security detail? There are reports that one of the guards around was unarmed and decided to run for his life? Why was he unarmed?

After executing the minister, the guard went while shooting in the air to a nearby salon and ended his life. If it was a case of mental disorder why didn't he randomly shoot at the onlookers and other people he met on the way?

Why did he go to a salon normally frequented by his deceased boss's wife immediately, not any other random shop or building? Eyewitnesses say the killer guard expected to find her boss's wife there but as luck would have it she had first passed by a nearby shop to pick some groceries. Did he also want to kill her and why?

Why was there a change in security detail? What was the background and history of the killer guard? Could he be part of rogue security elements aiming at tainting the image of the country? How long did he work for his previous boss (es)? What were the circumstances of his transfer? Who approved the transfer? Who wanted Col (Rtd) Charles Okello Engola Macodwogo, the Minister of State for Labour, Employment, and Industrial Relations, dead?

"These questions do not heap blanket blame on the UPDF as a body, nor do they blame the government of Uganda.

This message is geared towards finding the truth behind the reckless murder of the Minister of State for Labour, Employment, and Industrial Relations, a member of parliament from Oyam North constituency, a friend, a husband, a brother, a father, a grandfather, and a retired UPDF soldier," she notes.

Conclusively, Queen Dorothy Amolo suggests a deep and 360° investigation approach into the gruesome murder of the fallen retired UPDF cadre.

"We demand a thorough investigation. The dead bodyguard must be investigated in detail. All his movements, whom he spoke to within the last six months, his work history, his family, and all those who initiated and authorized his transfer to the minister, etc. This was not an ordinary suicidal murder. This was an execution. My

218
dear friend, you were a lion, the King of the Jungle. It is unfortunate that a rat took your life! May your dear soul rest in eternal peace,” Amolo expresses.

“

**DEAR READER, DO YOU HAVE A HOT STORY YOU
WOULD LIKE US TO PUBLISH...**

**FRAUD IN BANKS, BETTING FIRMS, CHEATERS,
DIVORCE FILES, SEX NETWORKS, SEX FOR MARKS,
HARASSMENT OF ALL NATURE AT OFFICE BY YOUR
BOSS, CHILD NEGLECT, WETLAND OCCUPATION,
ENVIRONMENTAL DEGRADATION, VIDEOS,
IMPUNITY or CORRUPTION (in government agencies/
MDA's, NGOs, Ministries, Private sector), FIGHTS IN
OFFICES, JOB WARS/ WITCH HUNT, URA TAX
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PRIVACY

Amolo questions circumstances leading to shooting of Minister Charles Engola

NEWS



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THU 04 MAY, 2023 11:25

BY MUHAMADI MATOVU

Queen Dorothy Amolo has wondered who might have approved the transfer of Private Wilson Sabiiti, the bodyguard who killed Minister of State for Labour, Employment, and Industrial Relations Charles Okello Engola in cold blood.

Engola, the Oyam North MP was killed by his bodyguard who had just worked with him for a month, according to authorities. The Minister was gunned down at his residence in Kyanja, Kampala.

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Amolo, who is an international investor based in the United States and hails from Kamdini Town Council, Oyam South County, in Oyam District called for a deep and 360° investigation approach into the gruesome murder of the fallen Minister.



Queen Dorothy Amolo

She described the murder of the fallen minister as a direct hit on the development of young people, women, and vulnerable groups in Lango, Oyam district specifically.

"I am saddened and outraged by the reckless and pointless murder of my best friend, Col (Rtd) Charles Okello Engola Macodwogo, the Minister of State for Labour, Employment, and Industrial Relations on May 2, 2023," she said.

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Amolo is the brain behind various community groups promoting wealth creation initiatives in Aber, Minakulu, Myene, Loro, Acaba, and Iceme Sub Counties.

"We had just concluded a partnership to bring a radio station to the people of Northern Uganda and several pieces of equipment for the community hospital that he founded in Oyam North, a plan we set in motion months ago," Amolo, who contested for the Oyam South County MP seat during 2021 said.

She said the whole story surrounding the murder of Col. Engola is absurd and it does not make sense and leaves more questions than answers.

Below are some of the questions that Amolo, like many others, has continued asking:

- How can a bodyguard who worked with the minister for less than five weeks kill him in cold blood because of non-payment of an allowance or salary?
- How much was this bodyguard owed, and who owed his allowance or salary?
- Isn't it the government of Uganda that pays salaries for UPDF officers and all bodyguards assigned to ministers?
- Isn't it the line ministry that is supposed to pay any allowance for aides and security officers assigned to ministers?
- If the allowance was meant to be paid by the minister himself, is a one-time missed payment sufficient ground to take the life of a man?

- How is the life of Minister Charles Okello Engola related to the non-payment of allowance or salary by the bodyguard's employer (the Government of Uganda)?
- What happened to his long-term bodyguard before this new murderer?
- Why was this suicidal maniac transferred to his security detail in the first place?
- What was the background and history of this deadly killer?
- Why would the bodyguard wait to be transferred to the minister, work for one month, and murder him in cold blood?
- Was the transfer an inside hit?
- Which individual was this UPDF soldier guarding before being transferred to "protect" Minister Charles Okello Engola?
- How long did he work for his previous boss?
- What were the circumstances of his transfer?

- Who decided that this UPDF soldier be assigned to my friend, Hon. Charles Okello Engola?
- Who approved the transfer?
- Why didn't the bodyguard murder his previous boss?
- Who wanted Col (Rtd) Charles Okello Engola Macodwogo, the Minister of State for Labour, Employment, and Industrial Relations, dead?

"These questions do not heap blanket blame on the UPDF as a body, nor do they blame the government of Uganda. This message is geared towards finding the truth behind the reckless murder of the Minister," she noted.

She called for a thorough investigation, adding that the dead bodyguard must be investigated in detail including all his movements, whom he spoke to within the last six months, his work history, his family, and all those who initiated and authorised his transfer to the minister.

"This was not an ordinary suicidal murder. This was an execution. My dear friend, you were a lion, the King of the jungle. It is unfortunate that a rat took your life. May your dear soul rest in eternal peace," Amolo expressed.

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Charles Engola

Charles Okello Macodwogo Engola (12 October 1958 – 2 May 2023), commonly known as **Charles Okello (Macodwogo) Engola**, was a Ugandan politician and a retired colonel in the Uganda People's Defence Force. He was the State Minister for Labour, Employment and Industrial Relations in the Ugandan Cabinet, as well as the Member of Parliament representing Oyam North County when he was shot and killed by his bodyguard. Previously, he had held the position of Minister of State for Defence.

Background and education

Engola was born on 12 October 1958^[1] in present-day Iceme, Oyam District.^[2] His parents were Chief (Jago) Nasan Engola, a well known and respected chief in Lango, and Ketula Engola of Awangi, and he was the grandson of Rwot Olong Adilo, and great-grandson of Rwot Olwa Abelli of Iceme.^[2] He attended local primary school in Iceme. According to his profile at the website of Uganda's parliament, he obtained his high school certificate from Soroti Secondary School, in the city of Soroti, in the Eastern Region of Uganda.^[3] His first degree, a Bachelor of Development Studies, was awarded by Kampala International University, in 2010. His second degree, a Master of Public Administration and Management was obtained from the same university in 2013.^[3]

Career

In the military, Engola was the commander of UPDF 501 Brigade, headquartered at Opit, in Gulu District. The brigade played a role in fighting the Lord's Resistance Army. He was promoted to the rank of colonel and retired from the military in 2007.^[4]

Charles Engola



Born	12 October 1958 Iceme, <u>Oyam District</u>, <u>Protectorate of Uganda</u>
Died	2 May 2023 (aged 64) <u>Kampala</u>, <u>Uganda</u>
Cause of death	<u>Gunshot wounds</u>
Education	<u>Kampala International University</u> (Bachelor of Development Studies, Master of Public Administration and Management)
Occupations	Politician • <u>retired military officer</u>
Years active	1982–2023
Known for	<u>Military matters</u>
Title	<u>Member of Parliament</u> for Oyam County North and <u>State Minister for Defence</u>

During the 2006 national election cycle, Engola²²⁹ successfully contested the Local Council 5, Oyam District Council Chairmanship, on the ruling NRM political party ticket. He won in a landslide, winning 93 percent of the vote.^[4] He was re-elected in 2011 and served as the local council Chair for Oyam District for 10 years, from 2006. In 2016 he won the Oyam North parliamentary seat.^[3]

On 6 June 2016, Engola was named to the cabinet as State Minister of Defence.^{[5][6]} In the cabinet reshuffle of 14 December 2019, Engola retained his portfolio.^[7]

At the time of his death, he was serving as the State Minister for Labour, Employment and Industrial Relations^[8] and led the Republic of Uganda government officials on 1 May 2023 in commemoration of the International Labour Day in Mayuge District in Eastern Uganda.^[9]

Death

Charles Engola was shot at his home on 2 May 2023. He was 64. A soldier who was guarding Engola shot him and then shot himself dead.^{[8][10]} The soldier who shot Engola was identified as Private Wilson Sabiiti, and the local press reported that the incident arose from an apparent dispute over the guard's wages.^[11] Gender and Labour minister Betty Amongi, who rushed to the scene soon after the shooting, said that Pte. Sabiiti was a new bodyguard and had been on the job for only a month. According to eyewitnesses of the shooting, Sabiiti had complained that he had not been paid some USh4,000,000, a bit more than US\$1000, that was owed him.^[12] Engola's aide-de-camp, Lieutenant Ronald Otim, also sustained injuries in the shooting and was rushed to hospital; two days later, he was said to be out of danger "and getting stable" after doctors at Mulago National Referral Hospital had stopped the bleeding.^{[12][13]}

See also

- Cabinet of Uganda
- Parliament of Uganda

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Please verify flight times prior to departure

DELTA AIR LINES DL 8517 Duration: 8hr(s) 25min(s) Class: ECONOMY U Status: Confirmed	ATL Atlanta, US	CDG Paris, FR	Aircraft: BOEING 777-200/777-200ER
	Departing At: 17:00 Terminal: I	Arriving At: 07:25 Terminal: 2E	Distance (in miles): Not Available Stop(s): 0 Meals: Not Available

Passenger Name:	Seats:	Booking:
AMOLO/QUEEN DOROTHY MS.	Check-in required	CONFIRMED

 DEPARTURE: **MONDAY 15 MAY**

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DELTA AIR LINES DL 8231 Duration: 11hr(s) 50min(s) Class: ECONOMY U Status: Confirmed	CDG Paris, FR	NBO Nairobi, KE	Aircraft: BOEING 787-900 DREAMLINER
	Departing At: 10:20 Terminal: 2E	Arriving At: 23:10 Terminal: 1A	Distance (in miles): Not Available Stop(s): 1 Meals: Not Available

Passenger Name:	Seats:	Booking:
AMOLO/QUEEN DOROTHY MS.	Check-in required	CONFIRMED



DEPARTURE: TUESDAY 16 MAY

231
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DELTA AIR LINES DL 7530 Duration: 1hr(s) 15min(s) Class: ECONOMY U Status: Confirmed	NBO Nairobi, KE	EBB Entebbe, UG	Aircraft: EMBRAER E-190 E-JET Distance (in miles): Not Available Stop(s): 0 Meals: Not Available
	Departing At: 00:55 Terminal: 1A	Arriving At: 02:10 Terminal: Not Available	

Passenger Name:	Seats:	Booking:
AMOLO/QUEEN DOROTHY MS.	Check-in required	CONFIRMED



DEPARTURE: SUNDAY 18 JUN

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DELTA AIR LINES DL 9318 Duration: 8hr(s) 25min(s) Class: ECONOMY T Status: Confirmed	EBB Entebbe, UG	AMS Amsterdam, NL	Aircraft: AIRBUS INDUSTRIE A330-200 Distance (in miles): Not Available Stop(s): 0 Meals: Not Available
	Departing At: 23:40 Terminal: Not Available	Arriving At: 07:05 Terminal: Not Available	

Passenger Name:	Seats:	Booking:
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DEPARTURE: MONDAY 19 JUN

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DELTA AIR LINES DL 9382 Duration: 8hr(s) 45min(s) Class: ECONOMY T Status: Confirmed	AMS Amsterdam, NL	ORD Chicago, US	Aircraft: BOEING 787-10 Distance (in miles): Not Available Stop(s): 0 Meals: Not Available
	Departing At: 12:25 Terminal: Not Available	Arriving At: 14:10 Terminal: 5	

Passenger Name:	Seats:	Booking:
AMOLO/QUEEN DOROTHY MS.	Check-in required	CONFIRMED



DEPARTURE: **TUESDAY 20 JUN**

232

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DELTA AIR LINES DL 1263 Duration: 1hr(s) 54min(s) Class: ECONOMY T Status: Confirmed	ORDChicago, US ATLAtlanta, US		Aircraft: BOEING 757 (ALL SERIES)
	Departing At: 05:35 Terminal: 5	Arriving At: 08:29 Terminal: S	Distance (in miles): Not Available Stop(s): 0 Meals: Not Available
Passenger Name: AMOLO/QUEEN DOROTHY MS.		Seats: Check-in required	Booking: CONFIRMED



Dorothy Pierce <dorothypierce84@gmail.com>

Affidavit of Mailing-2023CP3700232

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 10:10 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>

Chris,

I have met very dubious lawyers in this State. My trust in lawyer's words is zero.

You have to understand this.

I lost my friend, flew to Uganda, partially participated in an in-party primaries as demanded by the constituents. I had the busiest schedules, still, made sure a motion to dismiss was sent to you and the court.

I'm a sole owner of my company, which means to hire a lawyer, I needed to be physically here in the United States. This alone, would have been enough to vacate the default on both American Pharma and myself.
And by the way, I tried to talk to a few lawyers while in Uganda for American Pharma but didn't get a reply.

So, I look at "keeping in default until I prove the mailing" which I have already done, as a trick. I won't play along with it. All you have to do is reject everything I provide, like you have been doing and keep making unreasonable demands then I will be out of time to appeal the order.

I don't trust lawyers in this state and i don't know if i trust judges in this county. Everyone is friends with everyone.

If we can't reach a resolution in the next 10 days as to "Proof of Mailing" which I believe I have already done. I will have to appeal the order and also have a lawyer file a motion to vacate the default on behalf of American Pharma.

Best regards,

Dorothy Pierce

[Quoted text hidden]

4 attachments