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**Does not include the items in Appellant’s purported Record on appeal, numbered 1 – 233 and that do not coincide with the Index she submitted with the same.*

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¹ NOTE: This index includes reference only to the items not already contained within the current Record on Appeal filed by Appellant, which did not include all items designated by Respondent (but included items improperly designated by Appellant). For ease of time and reference, the page numbers for this Appendix to the Record start on page 234, which is the next page number after page 233 of Appellant’s Record. This numbering includes, for the sake of everyone’s ability to follow the numbering presented, items that are within the Record filed by Appellant that should not be, given that they were not presented to and ruled upon by the trial court. Should the Court need this appendix in a different form, please advise counsel for Respondent so we may accommodate the court’s needs.

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OCONEE COUNTY COMMON PLEAS COURT HEARING COVER SHEET

JUDGE:	J Cordell Maddox, Jr., presiding
DATE:	8/21/2023 at 9:30am – in person
DOCKET #:	2023CP3700232
NATURE OF HEARING:	Def Dorothy Pierce's Motion/Dismiss Def American Pharma's Motion/Set Aside Default
PLAINTIFF:	Planteone Packaging LLC
PLAINTIFF'S ATTORNEY:	Patrick Bradley, Esq.
DEFENDANT:	American Pharma Machinery LLC, et al.
DEFENDANT'S ATTORNEY:	Nekedia A Heath, Esq.
Notes: Motions Continued to next term	
IF NO HEARING IS HELD PLEASE CHECK ONE OF THE FOLLOWING:	
CASE CONTINUED ☒ DISMISSAL TO BE FILED ☐ OTHER ☐	

OCONEE COUNTY COMMON PLEAS COURT HEARING COVER SHEET

JUDGE:	R. Lawton McIntosh, presiding
DATE:	10/31/2023 at 2pm
DOCKET #:	2023CP3700232
NATURE OF HEARING:	Plt's Motion/Continuance Def Pierce's Motion/Dismiss Def American Pharma and Pierce's Motion/Set Aside Default Plt's Motion/Default Judgment
PLAINTIFF:	PlanetOne Packaging LLC
PLAINTIFF'S ATTORNEY:	<u>Christopher Major, Esq. and J Patrick Bradley, Esq.</u>
DEFENDANT:	American Pharma Machinery LLC, et al.
DEFENDANT'S ATTORNEY:	<u>Dorothy Pierce, Pro Se</u>
Notes: Def Pierce's Motion/Dismiss - Denied Def American Pharma's Motion/Set Aside Default – Denied - American Pharma is found in Default; Def. Pierce's Motion/Set Aside Default – Pierce is found to be in default pending she establish documents were mailed from Uganda. Plt's Motion/Default Judgment – To be heard at a later date Plt's Motion/Continuance - Denied	
IF NO HEARING IS HELD PLEASE CHECK ONE OF THE FOLLOWING: CASE CONTINUED ☐ DISMISSAL TO BE FILED ☐ OTHER ☐	

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP3700232

Planetone Packaging LLC
PLAINTIFF(S)

American Pharma Machinery LLC, et al.
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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ 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 PIERCES MOTION TO DISMISS AS TO ALL CAUSES OF ACTION AGAINST HER IN HER INDIVIDUAL CAPACITY AS A RESULT OF BEING A SINGLE MEMBER LLC IS DENIED. ATTORNEY FOR THE PLAINTIFF TO FILE A FORMAL ORDER.

PLAINTIFFS MOTION TO HOLD DEFENDANT AMERICAN PHARMA MACHINERY LLC IN DEFAULT IS GRANTED. DEFENDANT PIERCE ALLEGES THAT SHE FILED A RESPONSE ON BEHALF OF THE DEFENDANT AMERICAN PHARMA MACHINERY LLC. DEFENDANT PIERCE IS NOT A LICENSED ATTORNEY, AND AS SUCH, CANNOT PROVIDE LEGAL REPRESENTATION TO THIS CORPORATION ACCORDING TO SOUTH CAROLINA LAW. AS A RESULT, DEFENDANT AMERICAN PHARMA MACHINERY IS IN DEFAULT.

DEFENDANT PIERCE IS ALSO IN DEFAULT INDIVIDUALLY. HOWEVER, DEFENDANT PIERCE HAS THE BURDEN OF PERSUASION TO ESTABLISH THE AUTHENTICITY OF THE DOCUMENTS FROM UGANDA IN HER ALLEGED ATTEMPT TO FILE RESPONSIVE PLEADINGS. DEFENDANT HAS 45 DAYS FROM THE DATE OF THIS ORDER TO ESTABLISH AUTHENTICITY. IF AUTHENTICITY AND PROOF OF MAILING IS ESTABLISHED AT A SUBSEQUENT HEARING, DEFENDANT WILL BE ALLOWED TO FILE RESPONSIVE PLEADINGS. ATTORNEY FOR PLAINTIFF TO FILE A 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.

	2155	
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

Electronically signed on 2023-11-06 15:28:09 page 3 of 3

ELECTRONICALLY FILED - 2023 Nov 06 3:35 PM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

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

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

Electronically signed on 2023-12-05 09:18:39 page 9 of 9

ELECTRONICALLY FILED - 2023 Dec 05 9:45 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

FORM 4

**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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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.

_____	2155	_____
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

Electronically signed on 2024-01-16 08:55:32 page 3 of 3

ELECTRONICALLY FILED - 2024 Jan 16 11:00 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

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 DEFAULT JUDGMENT
TO ALL DEFENDANTS**

v.

(Request for Hearing)

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(b) of the *South Carolina Rules of Civil Procedure* for judgment by 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"), and requests a hearing be set to finalize the total judgment against Defendants.

The grounds for this motion are as follows:

1. Plaintiff filed its Amended Summons and Complaint on March 28, 2023. As alleged in that pleading, and as shown in the exhibit to the complaint, Plaintiff paid Defendants \$22,788.00 for an APM-4D automatic capsule counting machine (hereinafter the "Machine"), Defendants engaged in fraudulent, unfair, and unlawful acts concerning this transaction and in its dealings with Plaintiff, and Plaintiff is entitled to a recovery of damages from Defendants of the monies it paid defendant, the damages it has suffered because of Defendants, the costs and legal fees it has

and will be forced to expend in this matter, and for all treble, punitive, and other damages as alleged and as permitted by state law.

2. 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. 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.

4. On June 20, 2023, the Clerk of Court entered default against Defendants pursuant to Rule 55(a), SCRCP.

5. 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 admitting that she received the Amended Complaint on May 9, 2023 and claiming that she had mailed a motion to dismiss on June 1, 2023 from "the Uganda Post Office." A pdf of the purported motion, with no proof of mailing, was attached to the email. No such motion was received by the undersigned or apparently by the Court prior to the email, as no such filing had been docketed by the Court at that time. The certificate of service included in the purported motion contains an address in Seneca, South Carolina and represents that it was served "First-Class US Certified Mail" (emphasis added), which contradicts the assertion that Defendant Pierce made in

the email regarding having mailed the filing from Uganda. On July 21, 2023 the motion to dismiss was docketed by the Court.

6. A motion to set aside default was filed by counsel for Defendant Pierce on July 31, 2023. A hearing on this and the motion to dismiss is set for August 21, 2023.

7. Accordingly, Plaintiff requests this Court hold a hearing, pursuant to Rule 55(b)(1)-(3), SCRCF to determine the amount of Plaintiff's recovery of all damages against Defendants as alleged in the Amended Complaint, as well as all costs and attorneys' fees and treble damages associated with this matter and then issue an Order awarding those damages.

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

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PLANETONE PACKAGING LLC

Plaintiff,

vs.

DOROTHY PIERCE

Defendant.

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

IN THE COURT OF COMMON PLEAS
10TH JUDICIAL CIRCUIT

2024 NOV -7 P 3:21

CASE NO.: 2023-CP-37-00232

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

_____, Bar No. _____

Address:

750 MOURNING DOVE LN, SENECA SC.29678

Phone: 8643243247Fax _____

E-mail: dorothispierce84@gmail.comOther: _____

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 FOR CONTINUANCE

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/☒ Defendant

11-07-2024

Date submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$ 25.00
☐ 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 AW Date Filed: 25.00 cash pd

- ☒ MOTION FEE COLLECTED: \$ 25.00
☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

Copies to:

Atty _____ (P) _____ (D)

DSS _____ other AMM

Mailed _____ Boxed _____ handed ☒

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2024 NOV -7 P 3:21
ENTERED
COMPUTER: 0254

FILED OCONEE COUNTY, SC
STATE OF SOUTH CAROLINA MELISSA C. BURTON
COUNTY OF OCONEE CLERK OF COURT IN THE COURT OF COMMON PLEAS
PLANETONE PACKAGING 2024 NOV - 7 P 3: 21 TENTH JUDICIAL CIRCUIT
Plaintiff, CASE NO.: 2023-CP-37-00232
vs.
AMERICAN PHARMA MACHINERY, LLC.
, DOROTHY PIERCE
Defendants. MOTION FOR CONTINUANCE

I am writing to request a continuation in the above matter concerning myself, Dorothy Pierce. I am currently pregnant and due to deliver anytime from November 12, 2024. Additionally, I am experiencing significant nausea, occurring almost six times a day, as well as severe heartburn during this late stage of my pregnancy.

Given my condition, I respectfully request that the matter be postponed to the next court date to allow me to manage my health and prepare for the delivery of my child.

Submitted this November 7, 2024.



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

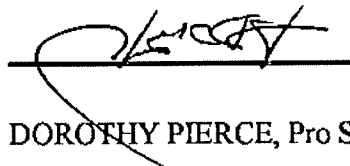
ENTERED
R. O'BRYEN

CERTIFICATE OF SERVICE

I certify that on this November 7, 2024, I served the foregoing Motion for Continuance to the plaintiff utilizing electronic service, with appropriate postage thereon, upon all parties of record, as follows:

CHRISTOPHER B. MAJOR

I North Main 2nd floor
Greenville South Carolina 29601



DOROTHY PIERCE, Pro Se Defendant.

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Plaintiff

FILED OCONEE COUNTY, SC
MELISSA G. BURTON
CLERK OF COURT
2024 NOV -7 P 3:21

ENTERED
COMPUTER

R. 0256

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

APM-USA

Date: 12/05/2022

Planet One Packaging

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

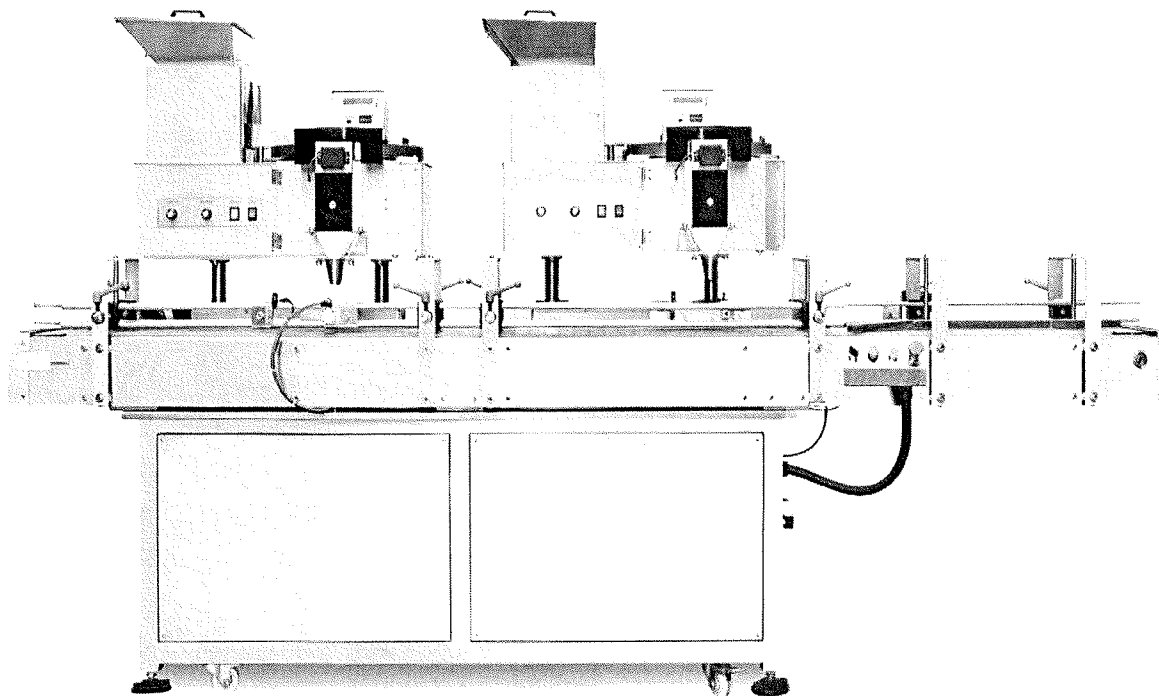
Contact Person: Karen Davidson

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

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

Toll Free: +1-(800) 630-0704
WhatsApp: +1-864-324 -3247

info@pharmamachineries.com

www.pharmamachineries.com
www.pharma-machineries.com

R. 0265

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 <nvitulo@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

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232



155 Commerce Way
Portsmouth, NH 03801
Telephone: 800-999-9942
Fax: 603-433-9717

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LEASE/EFA APPROVAL

Funding Source:	Direct Capital	Phone #:	8053202489
Lessee:	Planet One Packaging, LLC	Fax:	
Address:	3036 Seaborg Avenue, Suite A Ventura, ca	Term:	60 months
	93003 USA	Expiration Date:	2023-2-23
Approval No:	AA-1777218		
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
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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 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, losses, 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. of 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 (i) 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
KAREN DAVIDSON NO TITLE Date

Signature or authentication of the Guarantor (an Individual)

X _____
NO TITLE DateELECTRONICALLY FILED
2022 JAN 13 PM 3:00
CIT BANK
PORTSMOUTH, NH 03801

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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 \$55 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, 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, accessories 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 or 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 member Date

Secured Party: First-Citizens Bank & Trust Company

DocuSigned by:
X Elisy Salinas 12/13/2022
Elisy Salinas 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	member	12/1/2022
Karen Davidson		Date
B5E231A5D0314DC...		

CONFIDENTIAL

MLEACHE62513

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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



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)

Page 1 of 1

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R. 0274

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THIS IS A COPY

The Authoritative Copy of this record is held at www.docuSign.net

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:	MONTHLY PAYMENT:*	UPFRONT PAYMENT AMOUNTS:*
60 Months (term is monthly unless otherwise indicated)	\$1,247.40	Security Deposit \$1,247.40 Advance Payment w/ Estm. Tax \$1,247.40 Processing Fees \$149.00
Rate Factor: 0.0303830	*Inclusive of estimated sales tax (where applicable) that is included in loan amount	*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 Signed by: 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
FSA290C139E0473
Commencement Date: 12/13/2022

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON

EAS CASE#2023CP3700233



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.

* Tracking# : YAXVK82BPTHR884

R. 0276

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232



APM-USA

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

Toll Free: +1 (800) 630-0704

WhatsApp: +1-864-324-3247

info@pharmamachineries.com

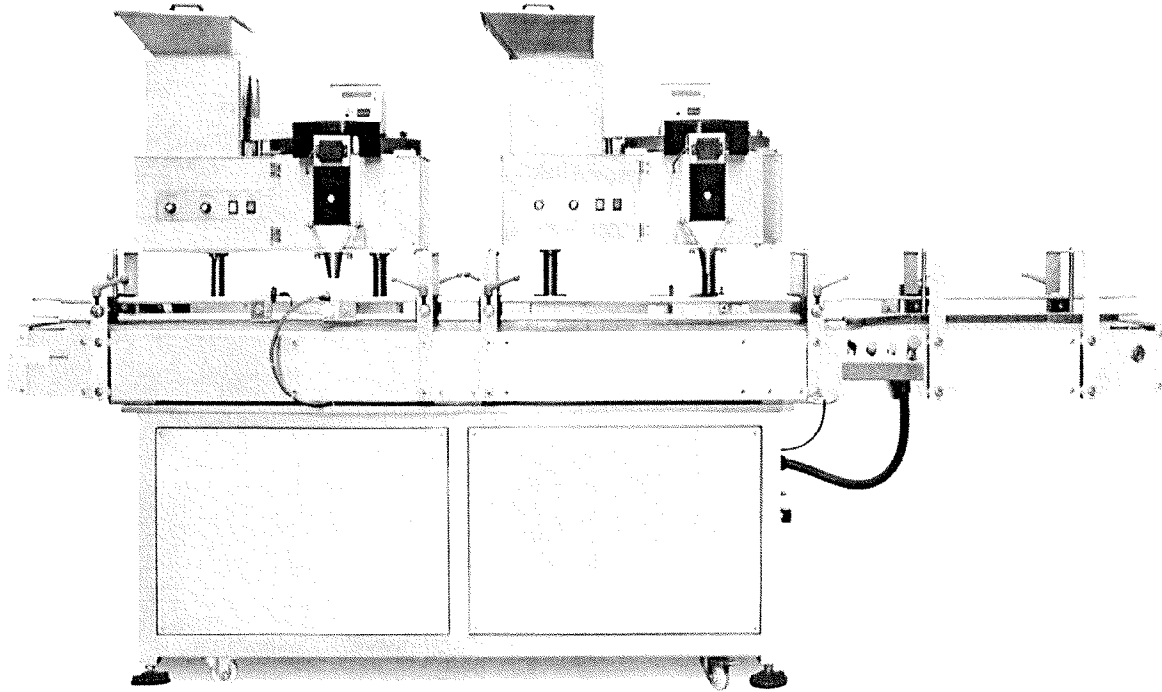
www.pharmamachineries.com

www.pharma-machineries.com

R. 0277

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

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	Woode.. case, 2900×780×1600, m...
Machine weight	400Kg

Toll Free: +1 (800) 630-0704
WhatsApp: +1-864-324-3247

info@pharmamachineries.com

www.pharmamachineries.com
www.pharma-machineries.com

R. 0278



PREPAYMENT ADDENDUM

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

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 88895905D0314DC (Date)

ACCEPTED BY First-Citizens Bank & Trust Company

DocuSigned by:
X Elsy Saliman Orantes 12/13/2022
Elsy Saliman Orantes F9A299C139ED413 (Date)

CONFIDENTIAL

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R. 0279

California

USA DRIVER LICENSE

FEDERAL
LIMITS
APPLY



DL **Redacted**

CLASS C

EXI

END NONE

LN DAVIDSON
FN KAREN DIANE

Redacted

DOB **Redacted**

RSTR NONE

Redacted

Redacted

SEX F

HAIR BRN

EYES HZL

HGT **Redacted**

WGT **Redacted**

KD93

ISS

DD **Redacted**

02/08/2021

Envelope Id: 6D1777A37D2A450AB5680116C7424548
Subject: Master Agreement DCC-1777218
Source Envelope:
Document Pages: 9
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Nicholas Vitullo
155 Commerce Way
Portsmouth, NH 03801
nvitullo@cit.com
IP Address: 13.64.30.23

Status: Original
12/1/2022 4:00:18 PM
Status: Authoritative Copy (1 of 1 documents)
12/13/2022 4:46:29 PM

Holder: Nicholas Vitullo
nvitullo@cit.com

Location: DocuSign

Location: DocuSign

Karen Davidson
karen@planetonepackaging.com
Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:
karen Davidson
B5E231A5D00314DC

Signature Adoption: Pre-selected Style
Using IP Address: 104.182.56.241
Signed using mobile

Sent: 12/1/2022 4:00:20 PM
Viewed: 12/1/2022 4:04:46 PM
Signed: 12/1/2022 5:27:51 PM

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

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:
Ally Johnson
 e31c4c4f-5c0d-4030-b03d-010000000000
 EQ929WC13BEFD413

Signature Adoption: Uploaded Signature Image
Using IP Address: 206.212.109.211

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Timestamp

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 <nvitulo@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

Nicholas Vitullo

Lending Solution Manager

Small Business Solutions

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Portsmouth, NH 03801

www.cit.com



A Division of First Citizens Bank

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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

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

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>

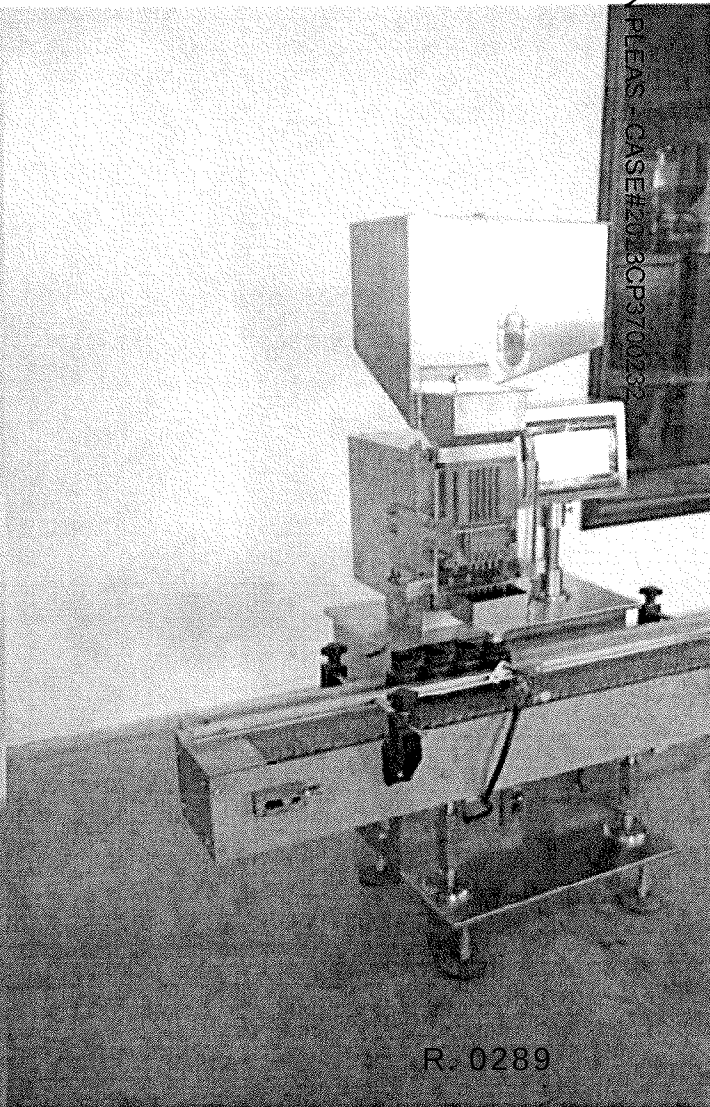
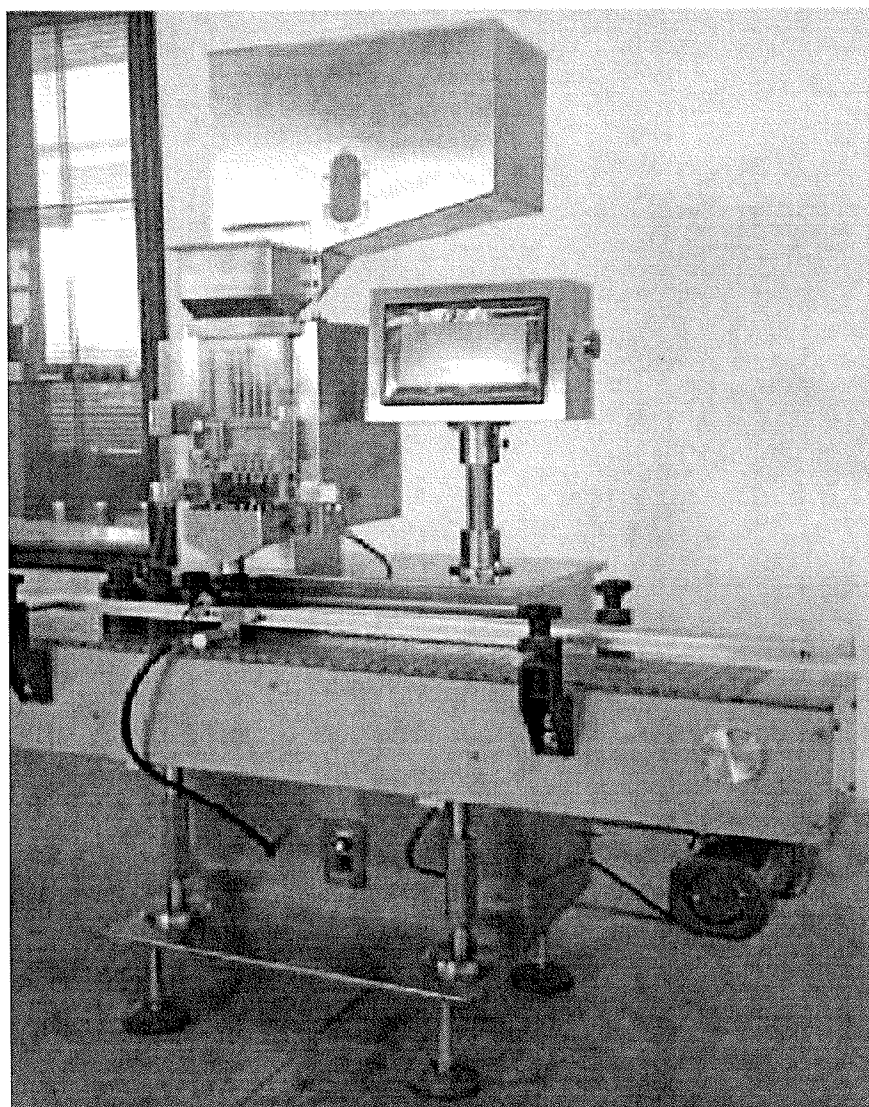
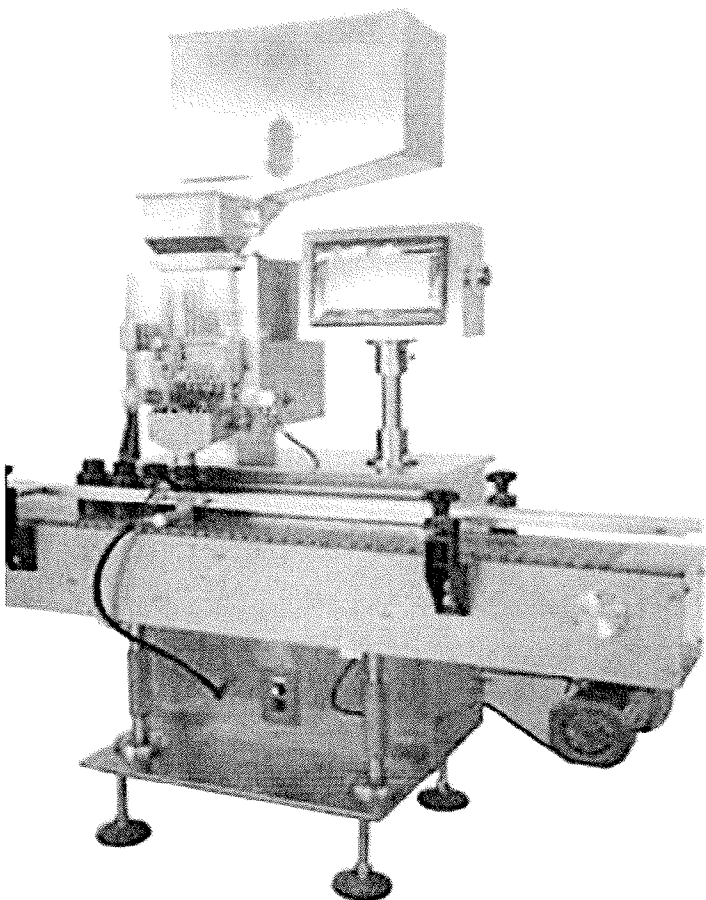
Subject: RE: offer to send out a replacement...

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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We shall send this at no cost to you. Everything is on us.

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Customer Support



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4. Once identified, I will send over a mechanic to determine that equipment is usable.
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Karen Davidson

PLanetONE packaging

805-320-2489 cell

Sent from Mail for Windows

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

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,

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

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Hello Karen,

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Let me know what you think.

Thanks,

Dorothy

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Sent: Monday, January 30, 2023 12:29:43 PM

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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

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Nicholas Vitullo
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www.cit.com



A Division of First Citizens Bank

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Secondly, also confirm the power specifications: 220V, 60Hz and Single phase.

Best regards,

Dorothy

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To: PlanetOne Packaging <karen@planetonepackaging.com>; APM-USA <info@pharmamachineries.com>
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Nicholas Vitullo
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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.

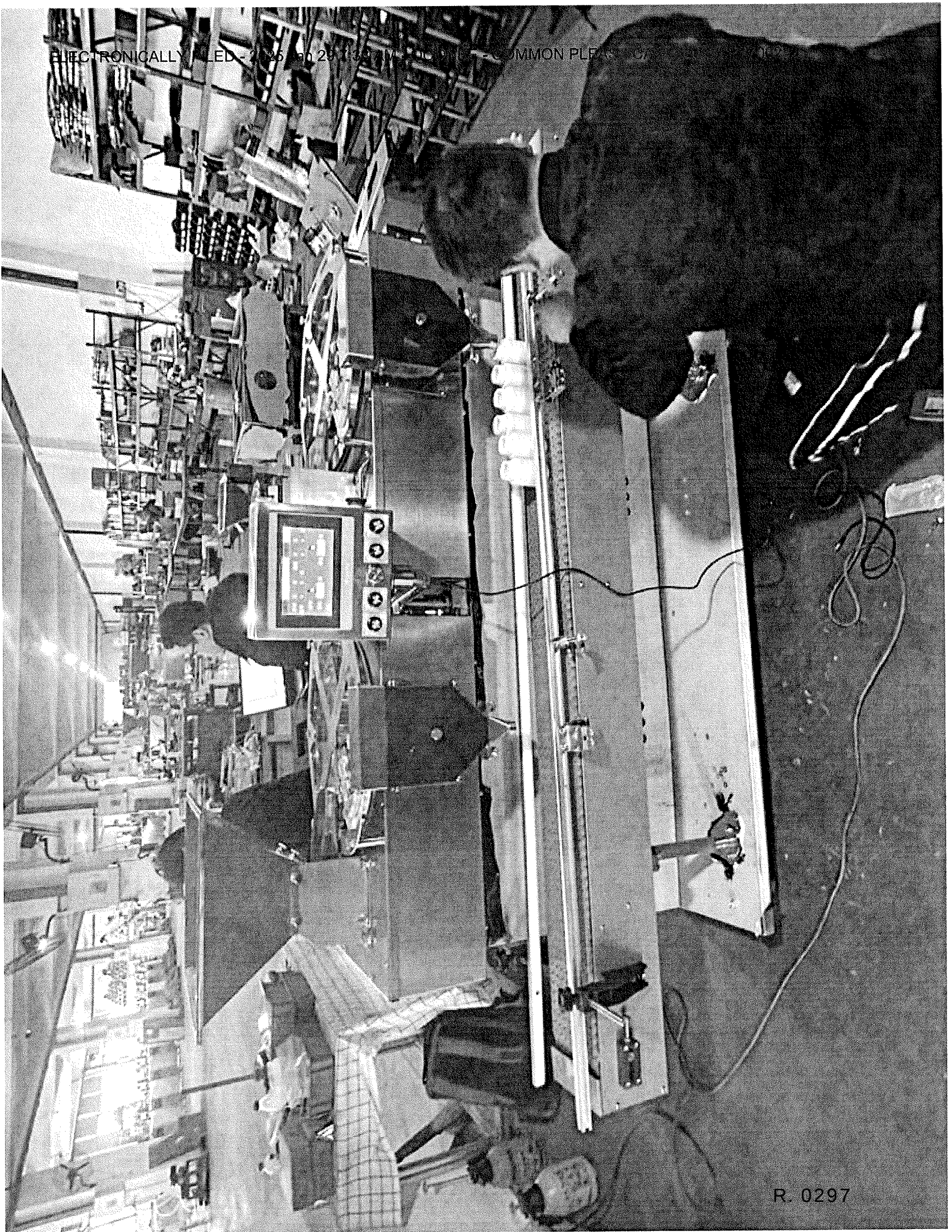
Good day !

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



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

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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.

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Dorothy

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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

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 <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

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 <nvitulo@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 their 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**

EXHIBIT H

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.hsbjlawfirm.com

CHRISTOPHER B. MAJOR
DIRECT 864.240.3211
cmajor@hsbjlawfirm.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**

ELECTRONICALLY FILED - 2025 Jan 29 7:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP3700232

Planetone Packaging Llc
PLAINTIFF(S)

American Pharma Machinery Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ 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:

Defendant Pierces motion to reconsider the Courts January 16th, 2024 order is denied without the necessity of a hearing. No formal order is required.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

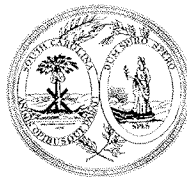
This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/06/2024 .

Dorothy Pierce for Dorothy Pierce
Queen Dorothy Amolo
Dorothy Aleweny
Dorothy Wells
Dorothy Pierce for Dorothy Pierce
American Pharma Machinery Llc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Oconee Common Pleas

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

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2024-02-06 11:36:37 page 3 of 3

The South Carolina Court of Appeals

PlanetONE Packaging, LLC, Respondent,

v.

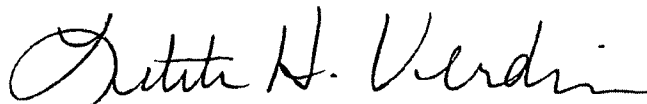
American Pharma Machinery, LLC, and Dorothy Pierce
a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen
Dorothy Amolo, Defendants,

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. 2024-000334

ORDER

This appeal arises out of the denial of Appellant's motion to reconsider by the circuit court. Appellant asserts she received written notice of entry of the order on February 10, 2024. The proof of service indicates the notice of appeal was served on March 19, 2024. The appeal is dismissed for failure to timely serve the notice of appeal. *See* Rule 203(b)(1), SCACR (providing the notice of appeal shall be served on all respondents within 30 days after receipt of written notice of entry of the order granting or denying a motion to reconsider); *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 14-15, 602 S.E.2d 772, 775 (stating the requirement of service of the notice of appeal is jurisdictional, and if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal). The remittitur will be sent as provided by Rule 221(b), SCACR.



FOR THE COURT

Columbia, South Carolina

FILED
Mar 28 2024

cc:

Dorothy Pierce

John Patrick Bradley, Esquire

Christopher B. Major, Esquire

The Supreme Court of South Carolina

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
Petitioner.

Appellate Case No. 2024-001156

ORDER

Based on the vote of the Court, the petition for a writ of certiorari is denied.

FOR THE COURT

BY 
CLERK

Columbia, South Carolina
October 3, 2024

cc:

John Patrick Bradley
Christopher B. Major
Dorothy Pierce
The Honorable Jenny Abbott Kitchings

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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

DAMAGES AWARDED EXCLUDING ATTORNEY'S 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 TO PREPARE A FORMAL ORDER SUBSEQUENT TO THE ISSUE OF ATTORNEY'S FEES BEING DETERMINED.

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.

	2155	
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

Electronically signed on 2025-01-30 17:31:42 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 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)

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- ☐ **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

DAMAGES AWARDED EXCLUDING ATTORNEY'S 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 TO PREPARE A FORMAL ORDER SUBSEQUENT TO THE ISSUE OF ATTORNEY'S FEES BEING DETERMINED.

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

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		\$
		\$
		\$

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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.

	2155	
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:

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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.

ELECTRONICALLY FILED - 2025 Jan 31 9:38 AM - OCONEE - COMMON PLEAS - CASE#2023CP3700232



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

Electronically signed on 2025-01-30 17:31:42 page 3 of 3

FORM 4

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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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

Electronically signed on 2025-02-26 15:31:30 page 3 of 3

ELECTRONICALLY FILED - 2025 Feb 26 3:41 PM - OCONEE - COMMON PLEAS - CASE#2023CP3700232

FORM 4

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

and Dorothy Pierce a/k/a Dorothy Wells
a/k/a Dorothy Aleweny a/k/a Queen
Dorothy Amolo

PLAINTIFF(S)

DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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: See attached written order, jointly and severally entering default judgement against Defendants.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk :

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)
PlanetONE Packaging, LLC	American Pharma Machinery, LLC and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo	\$262,130.33

		\$
		\$
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.

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Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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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.

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



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

Electronically signed on 2025-03-24 11:43:54 page 6 of 6

FORM 4

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

and Dorothy Pierce a/k/a Dorothy Wells
a/k/a Dorothy Aleweny a/k/a Queen
Dorothy Amolo

PLAINTIFF(S)

DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ 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: See attached written order, jointly and severally entering default judgement against Defendants.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

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)
PlanetONE Packaging, LLC	American Pharma Machinery, LLC and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo	\$262,130.33

RECEIVED
Mar 24 2025
SC Court of Appeals

		\$
		\$
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:

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