

**IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Appeal from Oconee County - Court of Common Pleas
C.P. Case No. 2021-CP-37-00149 | Appellate Case No. 2026-000480

RECEIVED
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SC Court of Appeals

DEFINITIVE SUPPORTING EXHIBITS A-BA

TO APPELLANT'S RETURNS IN OPPOSITION TO

RESPONDENT'S MOTION TO DISMISS APPEAL AND

MOTION TO STRIKE PORTIONS OF APPELLANT'S DESIGNATION OF MATTER

Firewalker Hot Sauce Company, LLC v. Dorothy Pierce, et al.

Appellant: Dorothy Pierce, Pro Se

This volume incorporates Exhibits A-AZ and adds Exhibit BA.

Total pages in this definitive exhibit volume: 457

Exhibit letters identify supporting documents; Designation Item numbers identify matters designated for the Record on Appeal.

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Page ranges include each exhibit divider page and the reproduced source document(s).

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT A

February 23, 2021 Summons and Complaint

Definitive Exhibit Volume pages 5-18

Source document(s):

20210223 Summons and Complaint(2).pdf

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE) C.A. No. 2020-CP-37-_____

Firewalker Hot Sauce Company, LLC,)
) **SUMMONS**
Plaintiff,)
)
v.)
)
American Pharma Machinery, LLC, Dorothy)
Wells a/k/a Dorothy Alweny a/k/a Queen)
Dorothy Amolo, and the Estate of Doyle)
Elton Pierce,)
)
Defendants.)
_____)

TO: ABOVE-NAMED DEFENDANTS

YOU ARE HEREBY summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at his office located at 55 Beattie Place, Suite 1050, Greenville, South Carolina (29601), or Post Office Box 1887, Greenville, SC 29602, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, a default judgment for the relief demanded in the Complaint will be rendered against you.

s/Alan G. Jones
Alan G. Jones (S.C. Bar No. 100141)
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050 (29601)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
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Email: ajones@elmoregoldsmith.com
Attorneys for Plaintiff

February 23, 2021
Greenville, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE) C.A. No. 2020-CP-37-_____

Firewalker Hot Sauce Company, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, Dorothy
Wells a/k/a Dorothy Alweny a/k/a Queen
Dorothy Amolo, and the Estate of Doyle
Elton Pierce,

Defendants.

**COMPLAINT
(Jury Trial Demanded)**

COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC (“Plaintiff”), by and through its undersigned counsel, and asserts causes of action against the Defendants as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Firewalker Hot Sauce Company, LLC is a limited liability company incorporated under the laws of the State of North Carolina with its principal place of business located in Asheville, North Carolina.

2. Upon information and belief, American Pharma Machinery, LLC (“APM”) is a limited liability company organized and existing under the laws of the State of South Carolina and with its principal place of business in Oconee County, South Carolina.

3. Upon information and belief, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo (“Defendant Wells”) is a resident of Oconee County, South Carolina and is an owner and operator of American Pharma Machinery, LLC at all times relevant to the allegations in this Complaint.

4. Upon information and belief, Doyle Elton Pierce (“Defendant Pierce”) was the husband of Defendant Wells and was an owner and operator of American Pharma Machinery, LLC until his death on September 14, 2020.

5. The acts complained of all took place in the County of Oconee, State of South Carolina.

6. Venue is proper in Oconee County and this court has jurisdiction over these parties and dispute.

FACTUAL ALLEGATIONS

7. Plaintiff is a company that creates and distributes a variety of its own hot sauces to sell both to its commercial/restaurant clients as well as to the general public.

8. As a result of changing business conditions in the midst of the COVID-19 pandemic, Plaintiff needed to meet an increased market need for small, individual packets of its sauces for use in takeout orders. Until this time, Plaintiff produced its sauces primarily in multi-use 5 oz. bottles.

9. On or about May 20, 2020, Plaintiff contacted Defendants about a machine advertised that fills sauce packets, a machine that was in high demand given the changing economic landscape for restaurants and suppliers due to the pandemic.

10. After discussions conveying the exact specifications required, Plaintiff agreed to purchase the machine from Defendants for a total of \$16,000, with \$8,000 due immediately and \$8,000 due prior to delivery of the machine to Plaintiff’s manufacturing facility in Asheville, North Carolina.

11. The machine Plaintiff purchased from Defendants was identified to be a Liquid Filling Sachet Packet Machine – Ketchup Style 5-15ml per packet.

12. Plaintiff paid the remaining \$8,000 due on August 3, 2020.
13. Defendants delivered a crated machine to Plaintiff's facility on August 18, 2020.
14. To have the assistance of the multiple employees necessary to open and unpack the machine, Plaintiff scheduled to open the crate and unbox the machine on October 10, 2020 with the assistance of 7 employees.
15. It was immediately clear upon opening the crate that the machine was the incorrect model and, instead of what Plaintiff ordered, the crate contained:
 - a. Make: APM-USA
 - b. DXDJ-40
 - c. Serial No. 200371933-4
 - d. Paste/Cream Filling Machine – Salad Dressing Style 40ml per packet
16. In addition to being an entirely different machine that was ordered, the machine that was sent had extensive damage including:
 - a. Damaged/dented hopper
 - b. Damaged/bent power stir lid
 - c. Damaged/dented top of main machine shell
 - d. Damaged/scratched front of machine
 - e. Loose screws and bolts throughout pallet
 - f. Box containing Lot Code Reader was decomposed, including Styrofoam that had decomposed to powder
17. Plaintiff immediately contacted Defendants the same day to inform them of the incorrect machine and condition.
18. Plaintiff has demanded but not received a refund or the correct machine in response.
19. In the interim, Defendant Wells has been photographed in the country of Uganda where she ran unsuccessfully for a parliamentary position in that nation's government.

20. As part of a campaign stop, Defendant Wells was photographed handing out bundles of Ugandan cash bills to voters.

21. Plaintiff is now in possession of a machine that it did not order but for which it paid \$16,000.

22. Plaintiff cannot use the machine to make the hot sauce packets required by restaurants for to-go orders.

23. The machine itself is damaged, reducing Plaintiff's ability to resell the machine to recoup some losses on the purchase price.

24. In addition to its damaged condition, the specialty nature of the machine results in an extremely limited (if not non-existent) market for resale opportunities.

25. Defendants have ceased communication with Plaintiff and declined to either return Plaintiff's purchase money or supply the correct machine.

FOR A FIRST CAUSE OF ACTION
(Alter Ego/Veil Piercing – APM, Defendant Wells, Defendant Pierce)

26. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

27. APM, Defendant Wells, and Defendant Pierce failed to observe corporate formalities, were undercapitalized, and/or were otherwise so intermingled such that each of these three Defendants has become the alter ego of the other and/or the operations are intertwined such the actions of these Defendants should be regarded as those of an amalgamated or single business enterprise and injustice would result if the entities' acts are not regard as the acts of the principals.

28. Any liability imposed on one of these Defendants should be imposed on the other of these three Defendants.

FOR A SECOND CAUSE OF ACTION
**(Breach of Contract/South Carolina Uniform Commercial Code – Sales –
S.C. Code § 36-2-101 *et al.*)**

29. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

30. That Defendants offered on June 10, 2020 to manufacture and supply the machine capable of filling sauce packets in the standard “ketchup packet” size in exchange for total payment of \$16,000.00.

31. That Plaintiff accepted this proposal and its terms and exchanged valuable consideration for same in the amount of an \$8,000 deposit at the time of the agreement and \$8,000 paid prior to delivery, thereby forming a binding contract between the Plaintiff and APM (the “Contract”).

32. That both parties were competent and able to enter the Contract.

33. That there existed mutual agreement and mutual obligation between the parties, which was memorialized in the Contract.

34. That this was a transaction and contract for the sale of goods and therefore governed by the South Carolina Uniform Commercial Code – Sales, codified at S.C. Code 36-2-101 *et al.* (the “South Carolina UCC”) in addition to South Carolina common law.

35. That Defendants breached the Contract in the following particulars:

- a. By providing a completely different machine than the machine that was ordered;
- b. By providing a machine that was damaged

36. That Defendant’s breach of the Contract has caused damages to Plaintiff in an amount to be proven at trial.

37. That Plaintiff is entitled to recover actual damages, both direct and consequential, from all Defendants under both common law and the South Carolina UCC as a result of the breach of the Contract by Defendants.

FOR AN THIRD CAUSE OF ACTION
(Breach of Express Warranty)

38. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

39. That Defendants made certain express warranties to Plaintiff in the Contract, including:

- a. “The Seller guarantees the machines are new with 12 month Warranty, period starts on the date of the machines arrival. During the warranty period, the seller will provide free spare parts for damages within 10 days by fast courier upon receipt of the buyer’s notice. The customer pays to ship. Lifetime after sale service and online installation.

40. That these warranties were affirmations by Defendants to Plaintiff relating to the offered goods and services.

41. That the natural tendency of these affirmations was to induce Plaintiff to purchase the goods and services from Defendants.

42. That Plaintiff ultimately purchased the goods and services from Defendants and the warranties became part of the basis of the bargain between Defendants and Plaintiff.

43. That Defendants have breached and/or voided the express warranties contained in the Contract by virtue of its conduct in failing to adequately design, install, and maintain the system and its components in keeping with industry standards and the express terms of manufacturer warranties.

44. That Plaintiff has therefore been denied the benefit of said warranties.

45. That, as a result of such breach and/or voiding of the warranties, Plaintiff has sustained damage to property and monetary loss in an amount to be proven at trial.

46. That Plaintiff is therefore entitled to recover actual damages he has sustained as a result of the breach of express warranties by Defendants.

FOR A FOURTH CAUSE OF ACTION
(Fraud – All Defendants)

47. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

48. Defendants made a series of representations to Plaintiff including but not limited to:

- a. That Defendants would provide a machine to Plaintiff that would make sauce packets in the amount of 5ml to 15ml per packet, similar to a standard ketchup packet.
- b. That Defendants would provide this machine in working order.
- c. That the machine Defendants were selling to Plaintiff were of the same kind and specifications as discussed during the sales process.

49. That these representations were objectively false.

50. That the representations were material given the uniqueness of the machine and Plaintiff's needs for a very specific product to conduct its business.

51. That Defendants knew that the representations were false or had a reckless disregard for their truth or falsity.

52. That Defendants intended that potential customers such as Plaintiff would act upon such representations by choosing Defendants to provide the machine as agreed in exchange for money.

53. That Plaintiff was entirely ignorant of the falsity of the representations of Defendants.

54. That Plaintiff relied on the truth of the representations in deciding to purchase the machine from Defendants.

55. That Plaintiff had the right to rely on such representations given the specialty nature of the product.

56. That, as direct and proximate result of Plaintiff's reliance Defendants' representations, Plaintiff suffered damages in the form of \$16,000, consequential damages, and monetary loss for lost profits in an amount to be proven at trial.

57. That Plaintiff is entitled to actual and punitive damages as result of Defendants' fraud, together with interest and attorneys' fees.

FOR A FIFTH CAUSE OF ACTION
(Violation of S.C. Code § 39-5-10 *et al.* "South Carolina Unfair Trade Practices Act")

58. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

59. Defendants violated the South Carolina Unfair Trade Practices Act in the following particulars:

- a. By advertising to Plaintiff a specialty machine for commercial use, accepting payment, then delivering the incorrect machine in damaged condition.
- b. Knowingly failing to remedy the situation when confronted with the facts of the machine's non-conformance with the agreed-upon specifications of the machine.

60. That these acts were unfair and/or deceptive in that:

- a. They inaccurately conveyed the make, model, and specifications of the machine to be provided to Plaintiff purchaser.
- b. They deprived Plaintiff of purchase money in exchange for a defective and incorrect product.

61. That these representations were made at all times pertinent to this claim in the past.

62. That the companies' policies, procedures, and business acts each create a potential for the repetition of the unfair and deceptive acts to the public.

63. That the false representations on Defendant's website and sales avenues can be accessed instantaneously, 24 hours per day by any citizen of South Carolina.

64. That Plaintiff relied upon the deceptive and unfair trade practices of Defendants to his detriment.

65. That these unfair and deceptive trade practices were the proximate cause of special and consequential damages to Plaintiff, including monetary loss and economic damages in an amount to be proven at trial.

66. That as a result of these unfair and deceptive trade practices, Plaintiff is entitled to actual damages to be trebled pursuant to the terms of the South Carolina Unfair Trade Practices Act, as well as any other damages recoverable under the Act, together with interest and attorneys' fees.

FOR A SIXTH CAUSE OF ACTION
(Implied Warranty of Merchantability)

67. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

68. A warranty that goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.

69. The machine sold by Defendants and delivered to Plaintiff breached the implied warranty of merchantability in the following particulars:

- a. Its condition could not pass without objection in the trade under the contract description due to damage and it being the wrong machine;
- b. The machine was not of fair average quality;

- c. The machine was not fit for the ordinary purposes for which such a machine is used due to damages;
- d. The machine was not adequately contained, packaged, or labeled in that its components were damaged and Styrofoam within the crate was disintegrated into a dust upon opening of the packaging crate.

70. That Plaintiff has therefore been denied the benefit of said implied warranty of merchantability.

71. That, as a result of such breach and/or voiding of the implied warranty of merchantability, Plaintiff has sustained damage to property and monetary loss in an amount to be proven at trial.

72. That Plaintiff is therefore entitled to recover actual damages he has sustained as a result of the breach of implied warranty of merchantability by Defendants.

FOR A SEVENTH CAUSE OF ACTION
(Implied Warranty of Fitness for a Particular Purpose)

73. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

74. Where the seller, in this case Defendants, at the time of contracting has reason to know any particular purpose for which the goods are required and that the Plaintiff buyer is relying on the seller's skill or judgment to select or furnish suitable goods, there is an implied warranty that the goods shall be fit for such purpose.

75. The machine Plaintiff purchased from Defendants was a highly specialized piece of equipment designed for the specific purposes of filling standard “ketchup packet” sized foil packages with sauces, in this case Plaintiff’s hot sauces.

76. The machine Defendants delivered, in addition to be damaged, was a piece of equipment designed to fill much larger “salad dressing style” packages containing 4-to-5 times as much sauce.

77. The machine Defendants delivered is not capable of and has no functionality to fill ketchup-sized packets.

78. The delivery of this incorrect machine has deprived Plaintiff of the ability to sell sauce packets to his customers demanding such goods for use in the massive increase in to-go orders due to Covid-19.

79. That Plaintiff has therefore been denied the benefit of said implied warranty of fitness for particular purpose.

80. That, as a result of such breach and/or voiding of the implied warranty of fitness for particular purpose, Plaintiff has sustained damage to property and monetary loss in an amount to be proven at trial.

81. That Plaintiff is therefore entitled to recover actual damages he has sustained as a result of the breach of implied warranty of fitness for a particular purpose by Defendants.

WHEREFORE, Plaintiff prays that it have and recover:

- a. For a jury trial;
- b. Judgment as to Cause of Action One finding that APM, Defendant Wells, and Defendant Pierce are alter egos of a single business enterprise and that the corporate veil be pierced such that liability imposed on one of these Defendants should be imposed on the other of those three Defendants.
- c. For actual and consequential damages under Causes of Action Two, Three, Six, and Seven;
- d. For actual and consequential damages, punitive damages, and attorneys' fees under Cause of Action Four – Fraud;
- e. For actual and consequential damages, treble damages, and attorneys' fees under Cause of Action Five – Violation of South Carolina Unfair Trade Practices Act;
- f. Such other and further relief as the Court deems just and proper.

SIGNATURE PAGE FOLLOWS

s/Alan G. Jones

Alan G. Jones (S.C. Bar No. 100141)
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Facsimile: (864) 255-9505
Email: ajones@elmoregoldsmith.com
Attorneys for Plaintiff

February 23, 2021
Greenville, South Carolina

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT B

February 24, 2021 Amended Summons and Amended Complaint

Definitive Exhibit Volume pages 19-32

Source document(s):

20210224 Amended Summons and Complaint - Alternate Copy(2).pdf

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE) C.A. No. 2021-CP-37-00149

Firewalker Hot Sauce Company, LLC,)
Plaintiff,) **AMENDED SUMMONS**
v.)
American Pharma Machinery, LLC, Dorothy)
Wells a/k/a Dorothy Alweny a/k/a Queen)
Dorothy Amolo a/k/a Dorothy Pierce, and the)
Estate of Doyle Elton Pierce,)
Defendants.)

TO: ABOVE-NAMED DEFENDANTS

YOU ARE HEREBY summoned and required to answer the Amended Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Amended Complaint on the subscriber at his office located at 55 Beattie Place, Suite 1050, Greenville, South Carolina (29601), or Post Office Box 1887, Greenville, SC 29602, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Amended Complaint within the time aforesaid, a default judgment for the relief demanded in the Amended Complaint will be rendered against you.

s/Alan G. Jones
Alan G. Jones (S.C. Bar No. 100141)
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050 (29601)
Post Office Box 1887
Greenville, South Carolina 29602
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Attorneys for Plaintiff

February 24, 2021
Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	C.A. No. 2021-CP-37-00149
Firewalker Hot Sauce Company, LLC,	)	
	)	
Plaintiff,	)	AMENDED COMPLAINT
	)	(Jury Trial Demanded)
v.	)	
	)	
American Pharma Machinery, LLC, Dorothy	)	
Wells a/k/a Dorothy Alweny a/k/a Queen	)	
Dorothy Amolo a/k/a Dorothy Pierce, and the	)	
Estate of Doyle Elton Pierce,	)	
	)	
Defendants.	)	
	)	

COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC (“Plaintiff”), by and through its undersigned counsel, and asserts causes of action against the Defendants as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Firewalker Hot Sauce Company, LLC is a limited liability company incorporated under the laws of the State of North Carolina with its principal place of business located in Asheville, North Carolina.

2. Upon information and belief, American Pharma Machinery, LLC (“APM”) is a limited liability company organized and existing under the laws of the State of South Carolina and with its principal place of business in Oconee County, South Carolina.

3. Upon information and belief, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce (“Defendant Wells”) is a resident of Oconee County, South Carolina and is an owner and operator of American Pharma Machinery, LLC at all times relevant to the allegations in this Complaint.

4. Upon information and belief, Doyle Elton Pierce (“Defendant Pierce”) was the husband of Defendant Wells and was an owner and operator of American Pharma Machinery, LLC until his death on September 14, 2020.

5. The acts complained of all took place in the County of Oconee, State of South Carolina.

6. Venue is proper in Oconee County and this court has jurisdiction over these parties and dispute.

FACTUAL ALLEGATIONS

7. Plaintiff is a company that creates and distributes a variety of its own hot sauces to sell both to its commercial/restaurant clients as well as to the general public.

8. As a result of changing business conditions in the midst of the COVID-19 pandemic, Plaintiff needed to meet an increased market need for small, individual packets of its sauces for use in takeout orders. Until this time, Plaintiff produced its sauces primarily in multi-use 5 oz. bottles.

9. On or about May 20, 2020, Plaintiff contacted Defendants about a machine advertised that fills sauce packets, a machine that was in high demand given the changing economic landscape for restaurants and suppliers due to the pandemic.

10. After discussions conveying the exact specifications required, Plaintiff agreed to purchase the machine from Defendants for a total of \$16,000, with \$8,000 due immediately and \$8,000 due prior to delivery of the machine to Plaintiff’s manufacturing facility in Asheville, North Carolina.

11. The machine Plaintiff purchased from Defendants was identified to be a Liquid Filling Sachet Packet Machine – Ketchup Style 5-15ml per packet.

12. Plaintiff paid the remaining \$8,000 due on August 3, 2020.
13. Defendants delivered a crated machine to Plaintiff's facility on August 18, 2020.
14. To have the assistance of the multiple employees necessary to open and unpack the machine, Plaintiff scheduled to open the crate and unbox the machine on October 10, 2020 with the assistance of 7 employees.
15. It was immediately clear upon opening the crate that the machine was the incorrect model and, instead of what Plaintiff ordered, the crate contained:
 - a. Make: APM-USA
 - b. DXDJ-40
 - c. Serial No. 200371933-4
 - d. Paste/Cream Filling Machine – Salad Dressing Style 40ml per packet
16. In addition to being an entirely different machine that was ordered, the machine that was sent had extensive damage including:
 - a. Damaged/dented hopper
 - b. Damaged/bent power stir lid
 - c. Damaged/dented top of main machine shell
 - d. Damaged/scratched front of machine
 - e. Loose screws and bolts throughout pallet
 - f. Box containing Lot Code Reader was decomposed, including Styrofoam that had decomposed to powder
17. Plaintiff immediately contacted Defendants the same day to inform them of the incorrect machine and condition.
18. Plaintiff has demanded but not received a refund or the correct machine in response.
19. In the interim, Defendant Wells has been photographed in the country of Uganda where she ran unsuccessfully for a parliamentary position in that nation's government.

20. As part of a campaign stop, Defendant Wells was photographed handing out bundles of Ugandan cash bills to voters.

21. Plaintiff is now in possession of a machine that it did not order but for which it paid \$16,000.

22. Plaintiff cannot use the machine to make the hot sauce packets required by restaurants for to-go orders.

23. The machine itself is damaged, reducing Plaintiff's ability to resell the machine to recoup some losses on the purchase price.

24. In addition to its damaged condition, the specialty nature of the machine results in an extremely limited (if not non-existent) market for resale opportunities.

25. Defendants have ceased communication with Plaintiff and declined to either return Plaintiff's purchase money or supply the correct machine.

FOR A FIRST CAUSE OF ACTION
(Alter Ego/Veil Piercing – APM, Defendant Wells, Defendant Pierce)

26. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

27. APM, Defendant Wells, and Defendant Pierce failed to observe corporate formalities, were undercapitalized, and/or were otherwise so intermingled such that each of these three Defendants has become the alter ego of the other and/or the operations are intertwined such the actions of these Defendants should be regarded as those of an amalgamated or single business enterprise and injustice would result if the entities' acts are not regard as the acts of the principals.

28. Any liability imposed on one of these Defendants should be imposed on the other of these three Defendants.

FOR A SECOND CAUSE OF ACTION
**(Breach of Contract/South Carolina Uniform Commercial Code – Sales –
S.C. Code § 36-2-101 *et al.*)**

29. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

30. That Defendants offered on June 10, 2020 to manufacture and supply the machine capable of filling sauce packets in the standard “ketchup packet” size in exchange for total payment of \$16,000.00.

31. That Plaintiff accepted this proposal and its terms and exchanged valuable consideration for same in the amount of an \$8,000 deposit at the time of the agreement and \$8,000 paid prior to delivery, thereby forming a binding contract between the Plaintiff and APM (the “Contract”).

32. That both parties were competent and able to enter the Contract.

33. That there existed mutual agreement and mutual obligation between the parties, which was memorialized in the Contract.

34. That this was a transaction and contract for the sale of goods and therefore governed by the South Carolina Uniform Commercial Code – Sales, codified at S.C. Code 36-2-101 *et al.* (the “South Carolina UCC”) in addition to South Carolina common law.

35. That Defendants breached the Contract in the following particulars:

- a. By providing a completely different machine than the machine that was ordered;
- b. By providing a machine that was damaged

36. That Defendant’s breach of the Contract has caused damages to Plaintiff in an amount to be proven at trial.

37. That Plaintiff is entitled to recover actual damages, both direct and consequential, from all Defendants under both common law and the South Carolina UCC as a result of the breach of the Contract by Defendants.

FOR AN THIRD CAUSE OF ACTION
(Breach of Express Warranty)

38. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

39. That Defendants made certain express warranties to Plaintiff in the Contract, including:

- a. “The Seller guarantees the machines are new with 12 month Warranty, period starts on the date of the machines arrival. During the warranty period, the seller will provide free spare parts for damages within 10 days by fast courier upon receipt of the buyer’s notice. The customer pays to ship. Lifetime after sale service and online installation.

40. That these warranties were affirmations by Defendants to Plaintiff relating to the offered goods and services.

41. That the natural tendency of these affirmations was to induce Plaintiff to purchase the goods and services from Defendants.

42. That Plaintiff ultimately purchased the goods and services from Defendants and the warranties became part of the basis of the bargain between Defendants and Plaintiff.

43. That Defendants have breached and/or voided the express warranties contained in the Contract by virtue of its conduct in failing to adequately design, install, and maintain the system and its components in keeping with industry standards and the express terms of manufacturer warranties.

44. That Plaintiff has therefore been denied the benefit of said warranties.

45. That, as a result of such breach and/or voiding of the warranties, Plaintiff has sustained damage to property and monetary loss in an amount to be proven at trial.

46. That Plaintiff is therefore entitled to recover actual damages he has sustained as a result of the breach of express warranties by Defendants.

FOR A FOURTH CAUSE OF ACTION
(Fraud – All Defendants)

47. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

48. Defendants made a series of representations to Plaintiff including but not limited to:

- a. That Defendants would provide a machine to Plaintiff that would make sauce packets in the amount of 5ml to 15ml per packet, similar to a standard ketchup packet.
- b. That Defendants would provide this machine in working order.
- c. That the machine Defendants were selling to Plaintiff were of the same kind and specifications as discussed during the sales process.

49. That these representations were objectively false.

50. That the representations were material given the uniqueness of the machine and Plaintiff's needs for a very specific product to conduct its business.

51. That Defendants knew that the representations were false or had a reckless disregard for their truth or falsity.

52. That Defendants intended that potential customers such as Plaintiff would act upon such representations by choosing Defendants to provide the machine as agreed in exchange for money.

53. That Plaintiff was entirely ignorant of the falsity of the representations of Defendants.

54. That Plaintiff relied on the truth of the representations in deciding to purchase the machine from Defendants.

55. That Plaintiff had the right to rely on such representations given the specialty nature of the product.

56. That, as direct and proximate result of Plaintiff's reliance Defendants' representations, Plaintiff suffered damages in the form of \$16,000, consequential damages, and monetary loss for lost profits in an amount to be proven at trial.

57. That Plaintiff is entitled to actual and punitive damages as result of Defendants' fraud, together with interest and attorneys' fees.

FOR A FIFTH CAUSE OF ACTION
(Violation of S.C. Code § 39-5-10 *et al.* "South Carolina Unfair Trade Practices Act")

58. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

59. Defendants violated the South Carolina Unfair Trade Practices Act in the following particulars:

- a. By advertising to Plaintiff a specialty machine for commercial use, accepting payment, then delivering the incorrect machine in damaged condition.
- b. Knowingly failing to remedy the situation when confronted with the facts of the machine's non-conformance with the agreed-upon specifications of the machine.

60. That these acts were unfair and/or deceptive in that:

- a. They inaccurately conveyed the make, model, and specifications of the machine to be provided to Plaintiff purchaser.
- b. They deprived Plaintiff of purchase money in exchange for a defective and incorrect product.

61. That these representations were made at all times pertinent to this claim in the past.

62. That the companies' policies, procedures, and business acts each create a potential for the repetition of the unfair and deceptive acts to the public.

63. That the false representations on Defendant's website and sales avenues can be accessed instantaneously, 24 hours per day by any citizen of South Carolina.

64. That Plaintiff relied upon the deceptive and unfair trade practices of Defendants to his detriment.

65. That these unfair and deceptive trade practices were the proximate cause of special and consequential damages to Plaintiff, including monetary loss and economic damages in an amount to be proven at trial.

66. That as a result of these unfair and deceptive trade practices, Plaintiff is entitled to actual damages to be trebled pursuant to the terms of the South Carolina Unfair Trade Practices Act, as well as any other damages recoverable under the Act, together with interest and attorneys' fees.

FOR A SIXTH CAUSE OF ACTION
(Implied Warranty of Merchantability)

67. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

68. A warranty that goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.

69. The machine sold by Defendants and delivered to Plaintiff breached the implied warranty of merchantability in the following particulars:

- a. Its condition could not pass without objection in the trade under the contract description due to damage and it being the wrong machine;
- b. The machine was not of fair average quality;

- c. The machine was not fit for the ordinary purposes for which such a machine is used due to damages;
- d. The machine was not adequately contained, packaged, or labeled in that its components were damaged and Styrofoam within the crate was disintegrated into a dust upon opening of the packaging crate.

70. That Plaintiff has therefore been denied the benefit of said implied warranty of merchantability.

71. That, as a result of such breach and/or voiding of the implied warranty of merchantability, Plaintiff has sustained damage to property and monetary loss in an amount to be proven at trial.

72. That Plaintiff is therefore entitled to recover actual damages he has sustained as a result of the breach of implied warranty of merchantability by Defendants.

FOR A SEVENTH CAUSE OF ACTION
(Implied Warranty of Fitness for a Particular Purpose)

73. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein verbatim.

74. Where the seller, in this case Defendants, at the time of contracting has reason to know any particular purpose for which the goods are required and that the Plaintiff buyer is relying on the seller's skill or judgment to select or furnish suitable goods, there is an implied warranty that the goods shall be fit for such purpose.

75. The machine Plaintiff purchased from Defendants was a highly specialized piece of equipment designed for the specific purposes of filling standard “ketchup packet” sized foil packages with sauces, in this case Plaintiff’s hot sauces.

76. The machine Defendants delivered, in addition to be damaged, was a piece of equipment designed to fill much larger “salad dressing style” packages containing 4-to-5 times as much sauce.

77. The machine Defendants delivered is not capable of and has no functionality to fill ketchup-sized packets.

78. The delivery of this incorrect machine has deprived Plaintiff of the ability to sell sauce packets to his customers demanding such goods for use in the massive increase in to-go orders due to Covid-19.

79. That Plaintiff has therefore been denied the benefit of said implied warranty of fitness for particular purpose.

80. That, as a result of such breach and/or voiding of the implied warranty of fitness for particular purpose, Plaintiff has sustained damage to property and monetary loss in an amount to be proven at trial.

81. That Plaintiff is therefore entitled to recover actual damages he has sustained as a result of the breach of implied warranty of fitness for a particular purpose by Defendants.

WHEREFORE, Plaintiff prays that it have and recover:

- a. For a jury trial;
- b. Judgment as to Cause of Action One finding that APM, Defendant Wells, and Defendant Pierce are alter egos of a single business enterprise and that the corporate veil be pierced such that liability imposed on one of these Defendants should be imposed on the other of those three Defendants.
- c. For actual and consequential damages under Causes of Action Two, Three, Six, and Seven;
- d. For actual and consequential damages, punitive damages, and attorneys' fees under Cause of Action Four – Fraud;
- e. For actual and consequential damages, treble damages, and attorneys' fees under Cause of Action Five – Violation of South Carolina Unfair Trade Practices Act;
- f. Such other and further relief as the Court deems just and proper.

SIGNATURE PAGE FOLLOWS

s/Alan G. Jones

Alan G. Jones (S.C. Bar No. 100141)
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050 (29601)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
Facsimile: (864) 255-9505
Email: ajones@elmoregoldsmith.com
Attorneys for Plaintiff

February 24, 2021
Greenville, South Carolina

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT C

April 14, 2021 Affidavit of Default as to All Defendants

Definitive Exhibit Volume pages 33-35

Source document(s):

20210414 Affidavit of Default as to All Defendants(1).pdf

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE) C.A. No. 2021-CP-37-00149

Firewalker Hot Sauce Company, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, Dorothy
Wells a/k/a Dorothy Alweny a/k/a Queen
Dorothy Amolo a/k/a Dorothy Pierce, and the
Estate of Doyle Elton Pierce,

Defendants.

**AFFIDAVIT OF DEFAULT
AS TO ALL DEFENDANTS**

Alan G. Jones, being duly sworn, deposes and says:

1. That he is the attorney for Plaintiff Firewalker Hot Sauce Company, LLC in the above-captioned lawsuit.

2. That the Amended Summons and Amended Complaint this action were duly and legally served on Defendant American Pharma Machinery, LLC on March 12, 2021 as shown by the Affidavit of Service on file with the Court and attached hereto as **Exhibit A**.

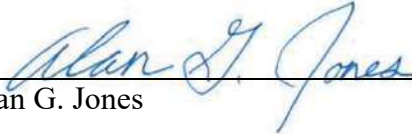
3. That the Amended Summons and Amended Complaint this action were duly and legally served on Defendant Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce on March 12, 2021 as shown by the Affidavit of Service on file with the Court and attached hereto as **Exhibit B**.

4. That the Amended Summons and Amended Complaint this action were duly and legally served on Defendant and the Estate of Doyle Elton Pierce on March 12, 2021 as shown by the Affidavit of Service on file with the Court and attached hereto as **Exhibit C**.

5. That the time within which Defendants may answer or otherwise plead as to the Amended Complaint has expired without Defendants answering or otherwise pleading.

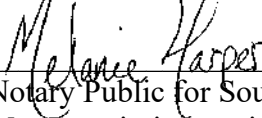
6. That upon information and belief Defendants American Pharma Machinery, LLC, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce, and the Estate of Doyle Elton Pierce are now in default.

FURTHER AFFIANT SAYETH NOT.



Alan G. Jones

Subscribed and sworn to before me,
this 14th day of April, 2021



Notary Public for South Carolina
My commission expires: January 29, 2023

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT D

April 23, 2021 Answer and Affirmative Defenses

Definitive Exhibit Volume pages 36-38

Source document(s):

20210423 03 Answer and Affirmative Defenses(2).pdf

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Firewalker Hot Sauce Company ,LLC

Plaintiff

-vs-

American Pharma Machinery,
Dorothy Pierce and, The Estate of
Doyle Elton Pierce

Defendants.

IN THE COURT OF COMMON PLEAS

C.A NO.2021-CP-37-00149

ANSWER, AFFIRMATIVE DEFENSES

1. ANSWER

Defendant(s) answer the complaint as follows:

1. Admit the statements contained in paragraph numbers 2,3,5,6,9,10,12,13,18.
2. Deny the statements contained in paragraphs: 4,11,15,16.
3. Lack knowledge about the truth and therefore deny the statements contained in paragraphs numbers: 1,7,8,14,17, and from Paragraph 21 upto paragraph 81.

2. AFFIRMATIVE DEFENSES

Defendant(s) other defenses are:

1. Failure to Mitigate Damages

Copies To:
Any (P) (D) ✓
Dca Other

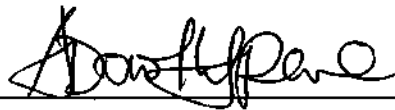
FILED OCONEE COUNTY SC
JESSICA C. BURTON
CLERK OF COURT
2021 APR 23 P 4:12

FILED
APR 23 2021
CLERK OF COURT

2. Unjust Enrichment

3. Breach by Plaintiff

Dated this 23rd Day of April, 2021

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

Dorothy Pierce

750 Mourning Dove
lane, Seneca, SC. 29678

Tel: 864-324-3247

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT E

**April 23, 2021 Sworn Affidavit Concerning Machine Delivery and
Condition**

Definitive Exhibit Volume pages 39-42

Source document(s):

20210423 01 Affidavit on Machine Delivery(2).pdf

**THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

Firewalker Hot Sauce Company ,LLC

Plaintiff

-VS-

**American Pharma Machinery, Dorothy Pierce
and, The Estate of Doyle Elton Pierce**

Defendants.

IN THE COURT OF COMMON PLEAS

C.A NO.2021-CP-37-00149

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2021 APR 23 A 11:56

ANSWER

AFFIDAVIT

I, Dorothy Pierce, of Seneca, in Oconee, South Carolina, MAKE OATH AND SAY THAT:

1. I am the owner of American Pharma Machinery ,LLC,a limited liability company organized and registered under the laws of the state of South Carolina, with its principal place of business in Oconee County,South Carolina.
2. American Pharma Machinery,LLC is a distributor of Pharmaceutical and Packaging Machines.
3. Doyle Elton Pierce was NEVER a member, operator or a decision maker of American Pharma Machinery ,LLC. He was not a party to the sale of the machine to the plaintiff nor did he have any share in the defendant's business.
4. On June 11th, American Pharma Machinery ,LLC issued an invoice NO: 1139 for Small Bag Liquid Sachet Packing Machine Model: DXDY2-40II 220V, 50Hz 600x790x1780 mm, to the plaintiff, FireWalker Hot Sauce Company,LLC for a total amount of \$16,000,with \$8,000 due immediately before customization of the Machine,and \$8,000 due prior to delivery.

Copies To:

Atty _____ (P) _____ (D) ☒

Dss _____ Other _____

Mailed _____ Boxed _____ Handed ☒ DOROTHY PIERCE

Page 1 of 3

5. The plaintiff had made full payment of \$16,000 by August 3rd 2020 before delivery of the machine on August 18th 2020.
6. On August 18th 2020, the defendant delivered a brand new machine in an excellent condition as per Invoice No.1139 to the Plaintiff at their shared Facility at 1461 Sand Hill Rd.Candler, NC 28715. The machine was received and offloaded my Franco Donohue,the owner of Firewalker Hot Sauce company ,LLC.
7. The Plaintiff waited until october 10th 2020, several weeks after the machine was delivered safely to their facility to uncrate the machine.
8. After uncrating the machine,the plaintiff sent the defendant pictures of a brand new machine in an excellent condition beautifully wrapped with a safety clear polythene foil ,without any damages or dents,
9. The plaintiff later, sent pictures of the machine showing dents and damages with false claims that the machine was damaged by the defendant.
10. The plaintiff damaged the machine at their own facility while uncrating the machine from the wooden crate or moving it around since they have a shared facility with several other parties leasing the same unit and fraudulently tried to the blame the defendant for the damages and dents.
11. The defendant sent to the plaintiff, a cost breakdown for the spare parts needed to make the machine function as desired after negligently damaging their own machine but the plaintiff was unhinged.
12. The machine delivered to the plaintiff by the defendant on August 18th 2020 was the right machine that the plaintiff ordered according to invoice No:1139, with the correct specifications and functions.
13. The plaintiff asked the defendant to quote the packaging foils that would be compatible with the plaintiff's machine but after receiving the quote, the plaintiff declined to proceed with the order claiming the minimum order quantity(MOQ) of 200 kilogram of film roll per design required by the defendant was not within his budget.

14. The defendant offered to design a template layout for the film roll to guide the plaintiff on the exact specifications of packaging rolls compatible with their machine, in case they chose to use another company to make their packaging film rolls but the plaintiff was adamant.
15. The plaintiff then hired a different company that designed and produced for them the wrong packaging film, sealed on three sides and the bag film could not be used with the machine they bought from the defendant which seals on the back.
16. The plaintiff demanded a replacement of the machine or a refund but the damages were caused to the plaintiff during uncrating of the machine at the plaintiff's facility and not by the defendant. This was negligence on the plaintiff's part and not a responsibility of the defendant.
17. According to the defendant's warranty Policy, American Pharma Machinery, LLC is not responsible for damages caused by the customer's negligence but for faults/damages caused by the quality of the machine. The plaintiff damaged their machine at their facility hence Firewalker Hot sauce company LLC, is 100 percent responsible for damages and or the cost of spares to fix the machine.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

SUBSCRIBED AND SWORN TO BEFORE
ME, on the 23rd day of April, 2021

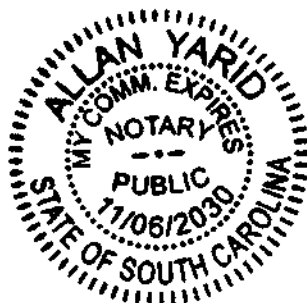
Signature

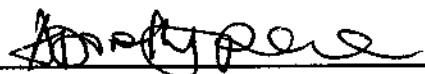
(Seal)

NOTARY PUBLIC

My Commission expires:

11/06/2030




(Signature)

Dorothy Pierce

Dorothy Pierce

864-324-3247

750 Mourning dove
lane, Sumter, SC
29678

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT F

**April 23, 2021 Proof of Service and July 15, 2021 Motion for
Default Judgment**

Definitive Exhibit Volume pages 43-48

Source document(s):

20210423 03 Certificate of Service for Notice of Appearance and Answer(2).pdf

20210715 Motion for Default Judgment(1).pdf

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Firewalker Hot Sauce Company ,LLC

Plaintiff

-vs-

American Pharma Machinery,
Dorothy Pierce and, The Estate of
Doyle Elton Pierce

Defendants.

IN THE COURT OF COMMON PLEAS

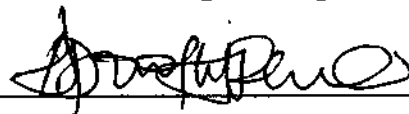
C.A NO.2021-CP-37-00149

CERTIFICATE OF SERVICE

FILED OCONEE COUNTY, SC
JESSICA C. BURTON
CLERK OF COURT
2021 APR 23 P 4:11

CERTIFICATE OF SERVICE: I certify under penalty of perjury under the laws of the State of South Carolina that, on the date stated below, I did the following: On the day of April 23, 2021, I mailed by Certified Mail, Return Receipt, postage pre-paid, a true copy of the Notice of Appearance and the Answer, Affirmative Defenses to Firewalker Hot Sauce Company,LLC at the offices of ELMORE GOLDSMITH KELLEY & DEHOLL,PA at the following address: 55 Beattie Place ,Suite 1050, Greenville, SC 29602 Dated this April 23, 2021, in the city of Seneca, SC

Dated this 23rd Day of April,2021



Dorothy Pierce

750 Mourning Dove
lane, Seneca, SC.29678

Tel: 864-324-3247

Copies To:
Atty _____ (P) _____ (D) ✓
Dsa _____ Other _____

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Firewalker Hot Sauce Company ,LLC

Plaintiff

-vs-

American Pharma Machinery,
Dorothy Pierce and, The Estate of
Doyle Elton Pierce

Defendants.

IN THE COURT OF COMMON PLEAS

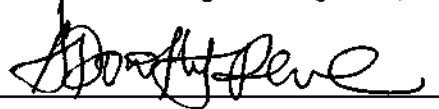
C.A NO.2021-CP-37-00149

CERTIFICATE OF SERVICE

FILED OCONEE COUNTY, SC
MELISSA G. BURTON
CLERK OF COURT
2021 APR 23 P 11:11

CERTIFICATE OF SERVICE: I certify under penalty of perjury under the laws of the State of South Carolina that, on the date stated below, I did the following: On the day of April 23, 2021, I mailed by Certified Mail, Return Receipt, postage pre-paid, a true copy of the Notice of Appearance and the Answer, Affirmative Defenses to Firewalker Hot Sauce Company, LLC at the offices of ELMORE GOLDSMITH KELLEY & DEHOLL, PA at the following address: 55 Beattie Place , Suite 1050, Greenville, SC 29602 Dated this April 23, 2021, in the city of Seneca, SC

Dated this 23rd Day of April, 2021



Dorothy Pierce

750 Mourning Dove
lane, Seneca, SC. 29678

Tel: 864-324-3247

Copies To:
Atty _____ (P) _____ (D) ☒
Dss _____ Other _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	C.A. No. 2021-CP-37-00149
Firewalker Hot Sauce Company, LLC,	)	
	)	MOTION FOR DEFAULT JUDGMENT
Plaintiff,	)	
	)	
v.	)	
	)	
American Pharma Machinery, LLC, Dorothy	)	
Wells a/k/a Dorothy Alweny a/k/a Queen	)	
Dorothy Amolo a/k/a Dorothy Pierce, and the	)	
Estate of Doyle Elton Pierce,	)	
	)	
Defendants.	)	
	)	

COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC (“Firewalker”), by and through its undersigned counsel and pursuant to Rule 55 of the South Carolina Rules of Civil Procedure, hereby moves this Court for an order of default judgment and a hearing to determine the amount of damages which Firewalker is entitled to in this action against Defendants American Pharma Machinery, LLC, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce, and the Estate of Doyle Elton Pierce (collectively “Defendants”). In support of its Motion, Firewalker would show unto the Court as follows:

1. Defendants were properly served with the Firewalker’s Amended Summons & Amended Complaint in this matter on March 12, 2021 as shown by the Affidavits of Service on file with the Court;
2. Defendants’ Answers or responses to Firewalker’s Amended Complaint were due on or by April 12, 2021.

3. As no Answer or other response to Firewalker's Amended Complaint was received, Firewalker filed an Affidavit of Default as to All Defendants on April 14, 2021 as shown by the document on file with the Court.

4. On or about April 23, 2021, Defendants filed and served Answers to the Amended Complaint as shown by the documents on file with the Court.

5. The Defendants' Answers were untimely since they were not served upon Firewalker within 30 days after service of the Amended Complaint under S.C. R. Civ. P. 12(a).

6. Upon information and belief, the individual Defendant, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce is not in the Military Service of the United States and is not entitled to the protection of the Civil Relief Act of 1940 and Amendments thereto as shown more fully on the Affidavit of Non-Military Status attached as **Exhibit A**.

7. Accordingly, Defendants have failed to timely Answer or otherwise respond to Firewalker's Amended Complaint and are now in default.

8. A hearing is necessary to ascertain the damages in this case.

This Motion is based upon the pleadings in this case, the applicable law, the Rules of Civil Procedure, and by such supporting legal memoranda or affidavits as may be submitted in connection herewith in the future.

s/Alan G. Jones

Alan G. Jones (S.C. Bar No. 100141)
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050 (29601)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
Facsimile: (864) 255-9505
Email: ajones@elmoregoldsmith.com
Attorneys for Plaintiff

July 15, 2021
Greenville, South Carolina

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT G

August 2021 Notice and Scheduling Materials for August 30 Default-Judgment Hearing

Definitive Exhibit Volume pages 49-54

Source document(s):

20210802 Notice of August 30 Default Judgment Hearing(1).pdf

20210802 01A Exhibit A - Court Email Scheduling August 30 Default Hearing(1).pdf

20210802 02 Court Scheduling Notice and Certified Mail Receipt for August 30 Default Hearing(1).pdf

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE) C.A. No. 2021-CP-37-00149

Firewalker Hot Sauce Company, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, Dorothy
Wells a/k/a Dorothy Alweny a/k/a Queen
Dorothy Amolo a/k/a Dorothy Pierce, and the
Estate of Doyle Elton Pierce,

Defendants.

NOTICE OF HEARING

You will please take notice that an in-person hearing on Plaintiff Firewalker Hot Sauce Company, LLC's Motion for Default Judgment will take place on August 30, 2021 at 10:45 a.m. at the Oconee County Courthouse, 205 W Main St, Walhalla, South Carolina 29691 before the Honorable J. Cordell Maddox, Jr. in the above-captioned case. Please see the Court's notice attached hereto as **Exhibit A** for additional information.

s/Alan G. Jones

Alan G. Jones (S.C. Bar No. 100141)
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050 (29601)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
Facsimile: (864) 255-9505
Email: ajones@elmoregoldsmith.com
Attorneys for Plaintiff

August 2, 2021
Greenville, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF OCONEE) C.A. No. 2021-CP-37-00149

Firewalker Hot Sauce Company, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, Dorothy
Wells a/k/a Dorothy Alweny a/k/a Queen
Dorothy Amolo a/k/a Dorothy Pierce, and the
Estate of Doyle Elton Pierce,

Defendants.

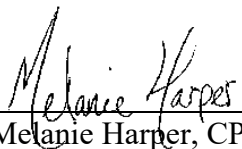
CERTIFICATE OF SERVICE

I hereby certify that I have this 2nd day of August, 2021 served **Notice of Hearing** by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail, at Greenville, South Carolina addressed to the following persons at the following address which is the last address known to me:

American Pharma Machinery, LLC
c/o Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678

The Estate of Doyle Elton Pierce
c/o Dorothy Pierce, Personal Representative
750 Mourning Dove Lane
Seneca, South Carolina 29678

Dorothy Wells a/k/a Dorothy Alweny a/k/a
Queen Dorothy Amolo a/k/a Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678



Melanie Harper, CP

Certified Paralegal for Alan G. Jones

From: Courtmail37_DoNotReply@sccourts.org <Courtmail37_DoNotReply@sccourts.org>
Sent: Wednesday, July 28, 2021 4:26 PM

Subject: Motion "MDEFJM-Motion/Default Judgment" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 8/30/2021 at 10:45 AM

NONJURY MOTION ROSTER//WEEK OF AUGUST 30, 2021//THE HONORABLE J CORDELL MADDOX JR, PRESIDING//The case referenced in the notice has been scheduled for an in person hearing. All Attorneys and Pro Se Litigants will need to appear at the scheduled time. Only attorneys, case parties, and necessary witnesses will be allowed to appear.

If your Motion has been resolved, settled or needs to be withdrawn, please notify us in writing via fax (864)638-4282 or email at the following address (awatkins@oconeesc.com).

EXHIBIT
A

STATE OF
SOUTH CAROLINA

NOTICE OF MOTION SCHEDULING

July 28, 2021



**Motion "MDEFJM - Motion/Default Judgment" for Case:
2021CP3700149 - Firewalker Hot Sauce Company Llc VS American
Pharma Machinery Llc , defendant, et al has been added to the following
Motions Roster:**

115 - Motion Roster Week of August 30, 2021

**This hearing of this motion has been scheduled for 8/30/2021 at 10:45
AM.**

NONJURY MOTION ROSTER//WEEK OF AUGUST 30, 2021//THE HONORABLE J
CORDELL MADDOX JR. PRESIDING//The case referenced in the notice has been
scheduled for an in person hearing. All Attorneys and Pro Se Litigants will need to appear at
the scheduled time. Only attorneys, case parties, and necessary witnesses will be allowed to
appear.

If your Motion has been resolved, settled or needs to be withdrawn, please notify us in writing
via fax (864)638-4282 or email at the following address (awatkins@oconeesc.com).

Mail Notice To:

Dorothy Pierce
750 Mourning Dove Lane

Seneca, SC 29678

Court Info:

Common Pleas
205 W. Main Street

Walhalla, SC 29691-9691

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(864) 638-4280

Respectfully,

 **COPY**

Melissa C. Burton
Clerk of Court

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®	
Date of Receipt: _____ Time of Receipt: _____ Post Office Name: _____ Post Office Address: _____ Post Office City, State, ZIP+4: _____ Post Office Phone: _____ Post Office Hours: _____ Post Office Manager: _____ Post Office Assistant: _____ Post Office Clerk: _____ Post Office Supervisor: _____ Post Office Director: _____ Post Office Manager: _____ Post Office Assistant: _____ Post Office Clerk: _____ Post Office Supervisor: _____ Post Office Director: _____	Date of Receipt: _____ Time of Receipt: _____ Post Office Name: _____ Post Office Address: _____ Post Office City, State, ZIP+4: _____ Post Office Phone: _____ Post Office Hours: _____ Post Office Manager: _____ Post Office Assistant: _____ Post Office Clerk: _____ Post Office Supervisor: _____ Post Office Director: _____
\$ _____ Total Postage and Fees	\$ _____ Dorothy Pierce 750 Mourning Dove Lane Seneca, SC 29678 2021CP3700149
City, State, ZIP+4: _____	See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature</p> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <p style="text-align: right;">☐ Agent ☐ Addressee</p>
<p>1. Article Addressed to:</p> <p style="margin-left: 40px;">Dorothy Pierce</p> <p style="margin-left: 40px;">750 Mourning Dove Lane</p> <p style="margin-left: 40px;">Seneca, SC 29678</p> <p style="margin-left: 40px;">2021CP3700149</p>	<div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <div style="text-align: center; margin: 10px 0;">  </div> <p style="text-align: center; font-size: 1.2em;">9590 9402 6226 0265 5130 51</p>	<p>D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No</p>
<p>3. Article Addressed to:</p> <p style="margin-left: 40px;">Dorothy Pierce</p> <p style="margin-left: 40px;">750 Mourning Dove Lane</p> <p style="margin-left: 40px;">Seneca, SC 29678</p> <p style="margin-left: 40px;">2021CP3700149</p>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>☐ Adult Signature</p> <p>☐ Adult Signature Restricted Delivery</p> <p>☒ Certified Mail®</p> <p>☐ Certified Mail Restricted Delivery</p> <p>☐ Collect on Delivery</p> <p>☐ Collect on Delivery Restricted Delivery</p> <p>☐ Insured Mail</p> <p>☐ Registered Mail Restricted Delivery (if \$500)</p> </div> <div style="width: 45%;"> <p>☐ Priority Mail Express®</p> <p>☐ Registered Mail™</p> <p>☐ Registered Mail Restricted Delivery</p> <p>☐ Signature Confirmation™</p> <p>☐ Signature Confirmation Restricted Delivery</p> </div> </div>

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT H

August 24, 2021 Motion to Intervene and Probate Order

Definitive Exhibit Volume pages 55-69

Source document(s):

20210824 Motion to Intervene by Jared Pierce(1).pdf

20210824 02 Exhibit A - 20210818 Probate Order Invalidating Will(1).pdf

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	
	)	Case No.: 2021-CP-37-00149
Firewalker Hot Sauce Company, LLC,	)	
	)	
Plaintiff,	)	
	)	
VS.	)	MOTION FOR INTERVENTION
	)	
American Pharma Machinery, LLC,	)	
Dorothy Wells a/k/a Dorothy Alweny a/k/a	)	
Queen Dorothy Amolo a/k/a Dorothy Pierce,	)	
and the Estate of Doyle Elton Pierce,	)	
	)	
Defendants.	)	
	)	

Intervenor, Jared Adam Pierce, by and through his undersigned counsel and pursuant to Rule 24, South Carolina Rules of Civil Procedure, hereby move this Court for and Order of Intervention. As grounds therefor, Intervenor would show unto the Court the following:

1. Intervenor is one of the adult children of Doyle Elton Pierce (“the Decedent”) and an heir to his estate. The Decedent died in Oconee County on September 4, 2020, at the age of 74.
2. At the time of the death of the Decedent, he was married to Defendant, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce (hereinafter “Dorothy”), a citizen of the Republic of Uganda, who currently resides in Oconee County.
3. On September 23, 2020, Dorothy submitted to the Oconee County Probate Court a Petition for Informal Probate along with the purported Last Will and Testament of Doyle Elton Pierce dated July 7, 2020. Dorothy was thereafter named Personal Representative of the Estate of Doyle Elton Pierce.
4. Subsequent to the filing of the Petition for Informal Administration by Dorothy, Intervenor filed with the Probate Court a Petition to Declare Decedent’s purported Last Will and

Testament invalid and to remove Dorothy as Personal Representative on the basis of forgery.

5. Upon the request of the Oconee County Sheriff's Office, the purported Last Will and Testament of Doyle Elton Pierce was sent to SLED for analysis. Upon analysis of the purported Last Will and Testament, and when compared to nineteen (19) handwriting exemplars of the Decedent, SLED determined that the signature on the purported Last Will and Testament was not that of Doyle Elton Pierce.
6. On August 2, 2021, Judge Kenneth E. Johns, Jr., conducted a trial concerning the validity of the purported Last Will and Testament. After hearing the witness testimony and reviewing the documentary evidence, Judge Johns entered an Order on August 18, 2021, declaring the purported Last Will and Testament to be invalid and removing Dorothy as Personal Representative of the Estate of Doyle Elton Pierce. (A true and correct copy of the Order is attached hereto as **Exhibit "A"**).
7. On August 23, 2021, Dorothy filed a Notice of Intent to Appeal of the August 18, 2021, Order to this Court.
8. Dorothy did not timely respond on behalf of any of the Defendants and, as a result, Defendants are now in default. After being in default, Dorothy, as Personal representative of the Estate of Doyle Elton Pierce, filed an untimely Answer on behalf of the Estate. A hearing is set on Plaintiff's Motion for Default Judgment for August 30, 2021, at 10:45 a.m.
9. Dorothy is not licensed to practice law in the State of South Carolina and is not lawfully authorized to file pleadings on behalf of the Estate of Doyle Elton Pierce. *See Brown v. Coe*, 365 S.C. 137, 616 S.E. 2d 705 (2005).

10. As a result of Dorothy's failure to retain legal counsel on behalf of the Estate, along with her failure to timely file an Answer in a *pro se* capacity, has impeded the ability of the Estate to protect its interests.
11. Intervenor, as an heir of the Decedent under South Carolina law, seeks to intervene in this matter to protect the interests of the Estate along with those of the other heirs. The ability to protect those interests will be impaired or impeded if intervention is not permitted.
12. The rules of intervention are to be liberally construed where judicial economy would be served and the rights of interested parties would be protected. ***Kiawah Resort Assocs., L.P. v. Kiawah Island Community Association, Inc.***, 421 S.C. 538, 552, 808 S.E. 2d 528 (Ct. App. 2017), reh'g. denied (January 4, 2018).

WHEREFORE, for the reasons set forth above, Intervenor, Jared Adam Pierce, hereby respectfully requests this Court to enter an Order authorizing Intervention to protect the interests of the Estate and the heirs of the Estate.

/s/ Richard Hunt McDuff
Richard Hunt McDuff, Esq.
S.C. Bar No. 76242
MJM Law, LLC d/b/a Merrell Jahn & McDuff
119-B Professional Park Drive
Seneca, South Carolina 29678
Tel: (864) 882-2466
Email: Rick@mjmlawsc.com

Counsel for Intervenor, Jared Adam Pierce

August 24, 2021
Seneca, South Carolina

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that **Alan G. Jones, Esq.**, Counsel for Plaintiff, was served by electronic filing, and that **Defendant, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce, *Pro Se***, and **Defendant American Pharma Machinery, LLC**, were served via email (dorothypierce84@gmail.com) and U.S. Mail dated August 24, 2021, at 750 Mourning Dove Lane, Seneca, South Carolina 29678.

/s/ Richard Hunt McDuff

Richard Hunt McDuff, Esq.

S.C. Bar No. 76242

MJM Law, LLC d/b/a Merrell Jahn & McDuff

119-B Professional Park Drive

Seneca, South Carolina 29678

EXHIBIT "A"

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
IN THE MATTER OF:)
DOYLE ELTON PIERCE, DECEASED.)

Jared Adam Pierce,)

Petitioner,)

Vs.)

Dorothy Pierce a/k/a Dorothy Wells,)

Respondent.)

IN THE PROBATE COURT

Case No.: 2020ES3700532

**ORDER ON MOTION TO
DETERMINE VALIDITY OF
WILL**

OCONEE PROBATE COURT
'21 AUG 23 AM 9:13:14

THIS MATTER came before the Court for a hearing on August 2, 2021, on the Petitioner's Motion to Determine the Validity of the Last Will and Testament of Doyle Elton Pierce dated July 7, 2020. Having heard the testimony of the witnesses, and after having reviewed the evidence, the Court hereby finds as follows:

FINDINGS

1. The Decedent, Doyle E. Pierce, died on September 14, 2020, at the age of 74 in Oconee County, South Carolina. The Decedent was an engineer by education and occupation.
2. At the time of his death, the Decedent was married to Respondent Dorothy Pierce a/k/a Dorothy Wells.
3. Respondent is 38 years of age and is a citizen of the Republic of Uganda. Respondent met the Decedent through the Craigslist website and they married in 2018.
4. Petitioner is one of the adult children of the Decedent. The Decedent was survived by two other adult children: Gregory Alan Pierce and Donna Carol Moore.

5. On September 23, 2020, Respondent submitted a Petition for Informal Probate along with the purported Last Will and Testament of Doyle Elton Pierce dated July 7, 2020.
6. The purported Last Will and Testament proffered by Respondent consists of Pages 1 of 11 through 10 of 11. Page 11 of 11 was not submitted to the Court by Respondent.
7. The purported Last Will and Testament of the Decedent names Respondent as Personal Representative.
8. Respondent testified that the Decedent herself prepared the purported Last Will and Testament. The Respondent also testified that her only role in the preparation of the purported Last Will and Testament was printing it for the Decedent.
9. The purported Last Will and Testament provides that the Decedent has three (3) living children, to wit: Jared Adam Pierce, Gregory Alan Pierce, and Donna Carol Moore.
10. The purported Last Will and Testament also provides that the Decedent has three (3) minor stepchildren, to wit: Jethro Judge, Princess Jemimah, and Apollo Abigail.
11. Jethro Judge, Princess Jemimah, and Apollo Abigail reside in Uganda. The Decedent never personally met any of the three stepchildren before his death.
12. The purported Last Will and Testament of the Decedent contains the following Specific Bequests:
 - a. To Jared Adam Pierce, “[t]he Land on Cider hill Farm [sic] and a Mobile Trailer on 708 Mourning dove lane [sic], without contents to be moved out of the current land to the beneficiary’s own location.”
 - b. To Gregory Alan Pierce, “8 acres of land next to Cider Hill farm [sic] and a mobile trailer on 745 Mourning dove lane [sic], without contents to be moved out of the current land to the beneficiary’s own location.”

- c. To Donna Carol Moore, “\$10,000.00 (Ten Thousand Dollars Only).”
- d. To Jethro Judge of Kamandi, Oyam District – Uganda, “\$5,000.00 (Five Thousand Dollars Only).”
- e. To Princess Jemimah of Kamandi, Oyam District – Uganda, “\$5,000.00 (Five Thousand Dollars Only).”
- f. To Apollo Abigail of Kamandi, Oyam District – Uganda, “\$5,000.00 (Five Thousand Dollars Only).”
- g. To Intercontinental Alternative Medicine, LLC of Seneca, South Carolina, “[p]roperties comprised at 708 and 709 Mourning Dove Lane, Seneca, South Carolina 29678.”
- h. To American Pharma Machinery, LLC of Seneca, South Carolina, “[p]roperty comprised at 745 Mourning Dove Lane and additional 10 acres of Land surrounding 745 for commercial purposes.”
- i. To Joey Pierce of Westminster, South Carolina, “\$3,000.00 (Three Thousand Dollars Only).”

13. Intercontinental Alternative Medicine, LLC and American Pharma Machinery, LLC are owned by the Respondent.

14. The rest and residue of the Decedent’s estate is left to Respondent under the purported Last Will and Testament.

15. Page 10 of 11 of the purported Last Will and Testament contains a signature that reads “Doyle E Pierce,” along with the signatures of two (2) witnesses; Deana Walker and Tammy Youngblood, both of Greenville, South Carolina.

16. One purported witness, Ms. Youngblood, is friends with the Respondent has known the Respondent for several years. Ms. Youngblood first met the Respondent when she hired Respondent through Craigslist to assist in the care Mr. William Wells in Greenville, South Carolina.¹ The other purported witness, Ms. Walker, is the daughter of Ms. Youngblood.
17. Page 11 of 11 of the purported Last Will and Testament, which was not filed with this Court, is a Self-Proving Affidavit page. It was not executed by Doyle E. Pierce.
18. The purported Last Will and Testament, along with nineteen (19) known verified exemplars bearing the Decedent's signature were submitted by the Oconee County Sheriff's Office ("OCSO") to the South Carolina Law Enforcement Division ("SLED") for analysis.
19. At the time of the hearing on this matter, John A. Jamieson, a Questioned Document Examiner employed by SLED, was qualified by the Court as an expert witness. He testified that he received two (2) sets of documents from the OCSO. He received Pages 1 of 11 through 10 of 11 of the purported Last Will and Testament. The second set of documents received contained the nineteen (19) verified exemplars of the Decedent's signature. The nineteen (19) exemplars ranged in date from 1965 to approximately two (2) months prior to the death of the Decedent.
20. Mr. Jamieson has been with SLED approximately four (4) years. Prior to being employed by SLED, Mr. Jamieson has extensive prior training and experience in questioned documents and handwriting analysis. His experience includes employment with the Virginia State Crime Lab.

¹ The Respondent subsequently married Mr. Wells after the death of his wife. Mr. Wells died prior to the Respondent's marriage to the Decedent.

21. Mr. Jamieson initially determined that the purported Last Will and Testament was suitable for examination. He then conducted an examination of the handwriting on the purported Last Will and Testament by comparing it to the handwriting on the nineteen (19) verified exemplars. Mr. Jamieson also performed an analysis of the ink used in the signing of the purported Will through the use of a Video Spectral Comparator ("VSC").
22. Upon analysis of the ink used in the signing of the purported Last Will and Testament, Mr. Jamieson concluded that there were four (4) different pens used when it was signed. The purported signature of "Doyle E Pierce" on page 10 of 10 was written in blue ink, whereas the "DEP" initials found at the bottom of Pages 1 of 10 through 9 of 10 were written in black ink. The signatures of the two (2) "witnesses" (Ms. Walker and Ms. Youngblood) were made using two (2) different black ink pens. Mr. Jamieson also concluded that neither of the pens used to sign Ms. Walker's or Ms. Youngblood's names was one of the pens used to make the "DEP" initials.
23. Mr. Jamieson also testified that the signature of "Doyle E. Pierce" on Page 10 of 10 of the purported Will is not that of Doyle E. Pierce. Mr. Jamieson testified that there are significant differences in the signature contained in the Will when compared those in the exemplars. At the time of the hearing, he provided a demonstrative showing the marked deviations in the signature on the Will from those on the nineteen (19) exemplars. He also testified that the manner of the purported signature of "Doyle E. Pierce" on the Will was consistent with someone trying to "forge" another's signature.
24. The significant differences and inconsistencies include the formation of the "D," the separation between the "D" and the "o," the connection between the "o" and "y," the formation of "y," and the formation of "l" in Doyle. The middle initial "E" was formed in

a different manner as the exemplars because it was missing a “hook” at the top. The letters “P,” “r,” “c,” and “e” are all much different and inconsistent from the formation of the same letters in the exemplars.

25. The Respondent failed to adduce any evidence to contradict or call into the question the opinions and testimony of Mr. Jamieson.
26. Ms. Youngblood and Ms. Walker testified that they witnessed the Decedent sign the purported Last Will and Testament on the trunk of Ms. Youngblood’s vehicle in a church parking lot somewhere in Six Mile, South Carolina along Highway 183. Neither one could identify the location of the church, identify the name of the church, or describe what the church looked like.
27. Notwithstanding the testimony of Mr. Jamieson that different black ink pens were used by Ms. Youngblood and Ms. Walker to sign their names as witnesses, both Ms. Youngblood and Ms. Walker testified that they used the exact same pen to sign their names on the Will.
28. At one point during cross examination, Ms. Youngblood testified that she had brain surgery some years ago that “affects her nerves.”
29. The Court observed the demeanor, the facial gestures, and the manner of both Ms. Youngblood and her daughter, Ms. Walker. The Court finds that the testimony of Ms. Youngblood and Ms. Walker lacks credibility.
30. The Respondent testified that she was present when the Decedent signed the purported Will in a church parking lot in Six Mile, South Carolina, and that Ms. Youngblood and Ms. Walker were also present. Like Ms. Youngblood and Ms. Walker, the Respondent could not identify the location of the church, the name of the church, or provide a description of

the church. The Respondent also inconsistently testified as to the side of the road on which the church is located.

31. Neither the Respondent, Ms. Youngblood, nor Ms. Walker testified that the purported Will was signed by anyone else in the Decedent's presence and at his direction. They all testified that the Decedent was the person that signed the purported Will.
32. The Court observed the demeanor, the facial gestures, and the manner of the testimony of the Respondent. The Court finds her testimony to lack credibility. In addition, the Respondent is an interested party, and therefore, is self-serving.
33. The Petitioner, Jared Adam Pierce, testified that the Decedent was fastidious in his business affairs and that it would have been highly uncharacteristic of him to execute a Will outside of an attorney's office. He also testified that the Decedent would not have signed a Will that was rife with misspellings for "Cedar Hill Farm" such as "Cider hill farm."

CONCLUSIONS OF LAW

Pursuant to *S.C. Code Ann.* § 62-2-502, one of the requirements for the validity of a Will is that it "be in writing signed by the testator or signed in the testator's presence and by the testator's direction." When the valid execution of a Will is contested, the proponent of it has "the burden of establishing *prima facie* proof of due execution in all cases." In addition, "[p]arties have the ultimate burden of persuasion as to matters with respect to which they have the initial burden of proof." *S.C. Code Ann.* § 62-3-407. See *In re: Estate of Cumbee*, 333 S.C. 664, 671, 511 S.E. 2d 390 (Ct. App. 1999) (the burden of proof only shifts to a party opposing the validity of a Will on the grounds of undue influence, fraud, duress, mistake, revocation, lack of testamentary intent, or lack of capacity after due execution has been established by the proponent).

In the case before the Court, the Respondent, as proponent of the purported Last Will and Testament of Doyle Elton Pierce, has failed to establish due execution of it by the Decedent on July 7, 2020, or at any other time. In the alternative, the Petitioner has established, through clear and convincing evidence, that the Decedent did not execute the purported Will. The uncontradicted testimony of SLED employee John Jamieson is compelling and conclusive on the issue of the lack of due execution by the Decedent. Likewise, the Court rejects the testimony of Respondent, Ms. Youngblood, and Ms. Walker as not credible. *Cf. Mauldin v. Reel*, 56 So. 2d 918 (Fla. 1951) (court held that testimony of handwriting expert, alone, was sufficient to establish forgery of a Will when purported eyewitnesses to its execution were found not to be credible).

The Court hereby finds the Last Will and Testament of Doyle Elton Pierce dated July 7, 2020, to be invalid.

Given the fact that the Respondent possessed the invalid Will and presented it to the Court, an inference arises that she has knowledge that the Will is a forgery. *State v. Brandt*, 393 S.C. 526, 546, 713 S.E. 2d 591, 601 (2011). The rule is that “one found in possession of a forged instrument of instrument of which he purports to be a beneficiary, and applying it to his own use, must, in the absence of explanation satisfactory to [the trier of fact], be presumed to have forged it or to have been privy to its forgery.” *State v. Orr*, 225 S.C. 369, 374, 82 S.E. 2d 523, 526 (1954). Based upon this inference, which has not been rebutted by Respondent by any reasonable explanation, the Court also finds that the Respondent must be removed as Personal Representative as not fit for the office. The Court will set another hearing for the purpose of appointing a successor Personal Representative.

Done and ordered this 15th day of August 2021.

S/ Kenneth E. Johns, Jr.

Kenneth E. Johns, Jr.
Probate Judge

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT I

September 7, 2021 Order Deferring/Rescheduling Firewalker Default Motion

Definitive Exhibit Volume pages 70-73

Source document(s):

20210907 Order Deferring Default Judgment Pending Probate Appeal(1).pdf

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-37-00149

FIREWALKER HOT SAUCE COMPANY 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

THE COURT HEARD ARGUMENTS ON INTERVENOR JARED PIERCE'S MOTION TO INTERVENE ON AUGUST 30, 2021, AND TOOK THE MATTER UNDER ADVISEMENT. PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT IS RESCHEDULED TO A TERM AFTER THE HEARING ON DEFENDANT DOROTHY PIERCE'S APPEAL FROM THE PROBATE COURT.

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.

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: Firewalker Hot Sauce Company Llc VS American Pharma Machinery
Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Form 4

So Ordered

s/ J. Cordell Maddox Jr.

Electronically signed on 2021-09-07 14:47:09 page 3 of 3

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT J

October 20, 2021 Order Granting Jared Pierce Intervention

Definitive Exhibit Volume pages 74-79

Source document(s):

20211020 Order Granting Jared Pierce Intervention(1).pdf

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021-CP-37-00149

Firewalker Hot Sauce Company, LLC
PLAINTIFF

American Pharma Machinery, LLC. Et. al.
DEFENDANT

Submitted by: Richard Hunt McDuff, Esq.

Attorney for: ☐ Plaintiff ☐ Defendant
or
☒ Intervenor

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

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)
		\$
		\$

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.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	TENTH JUDICIAL CIRCUIT
COUNTY OF OCONEE	)	
	)	Case No.: 2021-CP-37-00149
Firewalker Hot Sauce Company, LLC,	)	
	)	
Plaintiff,	)	
	)	ORDER ON
VS.	)	MOTION FOR INTERVENTION
	)	
American Pharma Machinery, LLC,	)	
Dorothy Wells a/k/a Dorothy Alweny a/k/a	)	
Queen Dorothy Amolo a/k/a Dorothy Pierce,	)	
and the Estate of Doyle Elton Pierce,	)	
	)	
Defendants.	)	
	)	

THIS MATTER came to be heard on August 30, 2021, on the Motion for Intervention of Jared A. Pierce pursuant to Rule 24, South Carolina Rules of Civil Procedure. At the time of the hearing, the Respondent appeared *pro se*. The Intervenor was represented by Richard H. McDuff, Esquire. Having reviewed the record, the memoranda of the parties, and having heard argument of the parties, the Court hereby finds as follows:

The Intervenor's Motion for Intervention is hereby **GRANTED**.

Signed and dated this ____ day of _____, 2021.

J. CORDELL MADDOX, JR.,
Presiding Circuit Court Judge



Oconee Common Pleas

Case Caption: Firewalker Hot Sauce Company Llc VS American Pharma Machinery
Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Intervene

So Ordered

s/ J. Cordell Maddox Jr.

Electronically signed on 2021-10-20 15:54:24 page 5 of 5

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT K

October 18, 2022 Defendant Evidence Packet - Machine Photos, Messages, Invoice and Terms

Definitive Exhibit Volume pages 80-146

Source document(s):

20221018 Defendant Evidence Packet - Machine Photos Text Messages Invoice and
Terms(1).pdf

**American Pharma Machinery, LLC
sold and delivered the machine to
the customer's location in Asheville,
NC. on 08/18/2020.**

**The Machine was Packaged in a
properly crated hard wooden pallet.
The customer offloaded the machine**



1. The picture shows the machine at the customer's location, properly packaged in a hardwood crate showing no external damage.

2. One Fire Walker company employee begins to uncrate a 900-pound machine without help.



1. THE CUSTOMER UNCRATED A 900LB MACHINE ALONE.

2. THE MACHINE IS IN A SEALED SAFETY WRAP AND IN AN EXCELLENT CONDITION.

3. THERE IS NO DAMAGE

4. THE MACHINE IS BRAND NEW WITH NO SCRATCHES





The picture shows one Fire Walker company employee moving a 900-pound machine off the pallet alone.

THE CUSTOMER, SINGLE-HANDEDLY & DANGEROUSLY MOVED A 900LB MACHINE FAR OFF TO THE EDGE OF THE CRATE WHICH WOULD MAKE IT EASY FOR THE MACHINE TO FALL OFF. THIS OPERATION REQUIRES A FOLKLIFT.



CUSTOMER'S BACK

THE CUSTOMER IS USING THE MACHINE AT HIS SHARED KITCHEN IN NC.



-The machine looks old and used with scratches showing the machine has been used for a while.

-Looks like the customer washed the machine with water.



The picture shows the customer using the machine.



**MEDIUM
ORIGINAL
Hot Sauce**

**CAPTURE THE FLAVOR
SPREAD THE HEAT™**

Made from the Finest:
vinegar, Orange, Lemon, Lime, Carol
Hand Selected Fresh Habanero
peppers, Pineapple, Garlic, Salt &
Secret Spices

Vegan **Gluten Free**
Low Sodium **No Added Sugar**

FIREWALKER Hot Sauce Co.
PO Box 137
Asheville, NC 28802

**FIREWALKER®
ORIGINAL HOT SAUCE**
**Medium
ORIGINAL**

**FIREWALKER®
ORIGINAL HOT SAUCE**
**MEDIUM
ORIGINAL
Hot Sauce**

15 ml

The picture shows the customer using the machine.



-The picture shows the customer using the machine.

-White stains of powder material on the machine

Damage caused by the customer





Damage Caused by the Customer

Dorothy Pierce
(8643243247)



Franco, we are delivering your machine in about 30 minutes. Some one MUST be available to offload.

Tuesday, Aug 18, 2020 4:03 PM

F

Franco Firewalker Hot Sauce (+18288087709)

I am going to be there by 5:30... Traffic pending

Tuesday, Aug 18, 2020 4:43 PM

Dorothy Pierce
(8643243247)



We are here to drop a machine. We shall wait until 5:30PM and leave.

Tuesday, Aug 18, 2020 4:46 PM

Dorothy Pierce
(8643243247)



**Tuesday, Aug 18, 2020 4:50
PM**

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Wow that looks huge and if
you look through that little
window in that door you
will see the forklift

Tuesday, Aug 18, 2020 4:57
PM

**Dorothy Pierce
(8643243247)**

It's huge but the forklift
can move it

Tuesday, Aug 18, 2020 4:59
PM

**Dorothy Pierce
(8643243247)**

About 900lbs

Tuesday, Aug 18, 2020 4:59
PM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Leaving now unless there's
traffic I should be there in
20 minutes

Tuesday, Aug 18, 2020 5:08
PM

Dorothy Pierce
(8643243247)



Great 👍

Tuesday, Aug 18, 2020 5:11
PM

F

Franco Firewalker Hot
Sauce (+18288087709)

Hi there - did u have a
chance to mail that 4
locking prong 220 power
cable?

Thursday, Aug 27, 2020 11:30
AM

Dorothy Pierce
(8643243247)



I wanted to Talk to you about it. Sending a small piece that you can buy from Lowe's for \$5.99 wasn't approved.

Usually we don't know the customer's receptacle so that is always provided by the customer when they are ready to install machine with their electrician. We use 3 prongs

Thursday, Aug 27, 2020 11:57
AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Ok

Way about all the training
videos to watch, how do I
get those?

Also- if we moved forward
with simply getting 1 of our
flavors to packets is there
anything else we can do
on the price? \$3k in labels
to start is a lot for only 1 of
our 4 flavors

Thursday, Aug 27, 2020 12:44
PM

**Dorothy Pierce
(8643243247)**

When you open the
machine. We shall
schedule the the virtual
installation.

Uncrate the machine
and send us pictures with
power source and plug

Thursday, Aug 27, 2020 12:54
PM

Dorothy Pierce
(8643243247)

Let me see if we can give
you a discount

Thursday, Aug 27, 2020 12:55
PM



F

Franco Firewalker Hot
Sauce (+18288087709)

I need help with the
machine

Where is the DXDY2-40ii
instruction manual?

I cannot find anything
online

Tuesday, Sep 1, 2020 6:05 PM

**By this time,
according to this
text message, the
customer had
already uncrated the
machine**

Dorothy Pierce
(8643243247)

I will send you the manual
first thing in the morning

Tuesday, Sep 1, 2020 6:15 PM



F

Franco Firewalker Hot
Sauce (+18288087709)

Thank u

Tuesday, Sep 1, 2020 6:16 PM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Email or hard mail?

Tuesday, Sep 1, 2020 6:16 PM

**Dorothy Pierce
(8643243247)**

Email

Tuesday, Sep 1, 2020 6:17 PM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Sounds god

Tuesday, Sep 1, 2020 6:40 PM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Good

Tuesday, Sep 1, 2020 6:40 PM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Hi Dorthy- wanted to
check on the Instruction
manual for my machine

FIREWALKERHot
Sauce@gmail
.com

Thanks

Wednesday, Sep 2, 2020 1:44
PM

**As per this message,
the machine is
already uncrated by
the customer.**

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Hi there I wanted to reach
out to you to see if you
were available to speak on
the phone today for just a
minute - quick question

Thursday, Sep 24, 2020 1:43
PM

Dorothy Pierce
(8643243247)



I will send you specs tomorrow so you can forward it to the company you are using to make sachets

Thursday, Sep 24, 2020 5:57 PM

F

Franco Firewalker Hot Sauce (+18288087709)

Sorry my phone disconnected

I need to finish our so i can get these rolls printed and delivers by our next week production

Please call me back and send exact operating specs for rolls-

As in this machine should have come with a piece of paper that says that it can seal plastic or metal or

Thursday, Sep 24, 2020 5:57 PM

As per this message, the machine is already uncrated.

F

**Franco Firewalker Hot
Sauce (+18288087709)**

laminate or other types of
film and then it seals on
the left or the top or the
bottom or perforated but
I don't have any of that
information

Thursday, Sep 24, 2020 5:57
PM

**Dorothy Pierce
(8643243247)**

The machine we sold to
you is sealed on the back
and can be made into a
bag of 2.5"×2.5" -2.5×3".
The width of the bag is
fixed, and the length can
be adjusted to increase
or decrease. The canned
volume of the machine is
20ml- 100ml.

Thursday, Sep 24, 2020 6:05
PM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

That is different than what
the 'manual' you sent days
but I will wait for your email
tomorrow morning with
specs listed out

Thanks Dorthy

Thursday, Sep 24, 2020 6:07
PM

**Dorothy Pierce
(8643243247)**

The film width is 146, the
inner diameter is 76mm,
and the roll film diameter
is 300mm, which can be
used on the machine.

Friday, Sep 25, 2020 11:35
AM

**Dorothy Pierce
(8643243247)**

Use the information I sent
you yesterday plus the
above. That should give
them a clear picture to
make a sample for you

Friday, Sep 25, 2020 11:36
AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Ok can I call u real quick

Friday, Sep 25, 2020 11:59 AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

The only question I forgot
to ask was about the
the lot code applicator
attachment we bought
from u on this machine

can we adjust where that
prints on the packet or
when we print the rolls do
we need to leave a space
at the top or the bottom
or the left or the right for
the batch number and
expiration date to be
applied to each packet?

Friday, Sep 25, 2020 12:10 PM

F

Franco Firewalker Hot Sauce (+18288087709)

Hi there question for you about the outlet plug I know that you said that it comes with a 220 amp 3 prong outlet would that be the standard dryer style 3 prong angled 220 plug it comes with?

The Machine is already uncrated

As in You could just unplug a dryer plug in the machine right into the same place?

Friday, Oct 2, 2020 5:19 PM

F

Franco Firewalker Hot Sauce (+18288087709)

We are at Facility with rolls of film and going to unbox machine today and try it out.

The customer has already damaged the machine and attempts to hatch a plan to pin the damage on the plaintiff's company.

I wanted to let u know In case we need phone tech support

Saturday, Oct 10, 2020 10:34 AM



Dorothy Pierce
(8643243247)



Any installation needs to be scheduled 24 hours in advance. We don't work on Saturdays hence there is gonna be no help for today.
Sorry!

Saturday, Oct 10, 2020 10:48 AM



F

Franco Firewalker Hot Sauce (+18288087709)

No problem

Saturday, Oct 10, 2020 11:26 AM

Customer responds with "No problem" at 11:26am



F

Franco Firewalker Hot Sauce (+18288087709)

The machine is dented on every piece

Saturday, Oct 10, 2020 11:26 AM



Yet immediatly at 11:26am gently says the machine is dented in every pierce. FRAUDELENT!!

F

**Franco Firewalker Hot
Sauce (+18288087709)**

base on 3 sides

Hopper

Stir Arm

All dented significantly

Saturday, Oct 10, 2020 11:28
AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

I will send pictures via
email and we can address
on Monday how to get
replacement

Saturday, Oct 10, 2020 11:28
AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Just sent you and Kaylee
20+ pictures of damage

Monday, Oct 12, 2020 9:55
AM

Dorothy Pierce
(8643243247)



Franco, I would appreciate images that are more clear. Those that you sent aren't clear enough.

Monday, Oct 12, 2020 10:03 AM

Dorothy Pierce
(8643243247)



The machine is always packed well and tightly for safety purposes

Monday, Oct 12, 2020 10:04 AM

F

Franco Firewalker Hot Sauce (+18288087709)

When you say you want pictures that are 'more clear' what do you mean?

Are you needing a different angle of a specific dent or scratch on some part of the machine?

Monday, Oct 12, 2020 10:07 AM

Dorothy Pierce
(8643243247)



Kaylee is working on it.

Monday, Oct 12, 2020 10:09
AM

Dorothy Pierce
(8643243247)



About the size, it's
adjustable

Monday, Oct 12, 2020 10:09
AM

Dorothy Pierce
(8643243247)



Once Kaylee summarizes
your email, we shall
forward to production for
advice

Monday, Oct 12, 2020 10:10
AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

I just sent a second email it
actually looks like we were
sent the wrong machine

The machine we thought
we were buying after
all the conversations
back-and-forth with Kaylee
was a Small / bag liquid
sachet packing machine
APM-USA-ACS-2604

What we received was
a paste cream packing
machine DXDJ-40 Paste /
Cream

Monday, Oct 12, 2020 10:14
AM

Dorothy Pierce
(8643243247)



That is the right machine
Franco. Please stop this.
Our machines work in
categories and you are
making things hard for
everyone.

Model numbers are
created by our company
and its our internal
process.

Monday, Oct 12, 2020 10:16
AM

Dorothy Pierce
(8643243247)



Our engineer said that the machine should be broken. It has been a long time since the machine arrived, and when we sent the machine, it was complete.

1. This machine is back-sealed and can only pack back-sealed bags. The packaging film is sealed on three sides, and the bag film cannot be used on the machine.
2. The material barrel, cover and body of the machine are damaged due to the impact of a drop of the machine. The damaged machine can be repaired according to another complete machine. Make the machine available.

3. There are all residual materials on the coding

Wednesday, Oct 14, 2020
8:58 AM

Dorothy Pierce
(8643243247)



machine. If the coding machine cannot be used, the customer needs to purchase new materials. The price is \$720

4. According to the photo, the barrel jacket is damaged and the machine cannot be heated. If heating is required, a new barrel and heating device needs to be customized. The price of storage tank and heating device is \$1,680.

5. The connection line looks flat, please let us know where the line is damaged?

Bottom line: The machine must have been damaged from the customer's warehouse because it been soo long

Wednesday, Oct 14, 2020
8:58 AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Hi Dorthy I am driving
and this looks like a lot
of information- Can you
email this to me and
Kaylee so I can look at it
in a few hours when I get
back

Wednesday, Oct 14, 2020 9:59
AM

Dorothy Pierce
(8643243247)



This is from production 📌
📌

Please see the picture of the package sent by the customer. When it was in the customer's warehouse since August, the machines looked good when he opened it , and the photos of the packaging and the

Thursday, Oct 15, 2020 9:15 AM

Dorothy Pierce
(8643243247)



damaged parts on it
looked good.

But in the photos of
machine parts, the
machine is damaged.

We think that the machine
fell over when the
customer was unpacking,
causing the machine to hit
and damage it?

Thursday, Oct 15, 2020 9:15
AM

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Hi Dorthy, this is Franco
the customer not your
manufacturing team.

This crate under no
circumstances ever fell
over in our possession -
the damage simply seems
to be there because
the machine parts were
stacked on top without
bubble wrap-

who packed the machine
in SC ?

Thursday, Oct 15, 2020 9:21
AM

**Dorothy Pierce
(8643243247)**

That's a message
meant for you from our
production.

Thursday, Oct 15, 2020 9:34
AM

Dorothy Pierce
(8643243247)



When you unpacked the machine, it was clean, clear without any scratch or dent according to these wrapped pictures you sent. So we know very well your team dropped the machine while trying to remove it from the pallet but you are just trying to pin it on us

Thursday, Oct 15, 2020 9:35
AM

Dorothy Pierce
(8643243247)



**Thursday, Oct 15, 2020 9:36
AM**

Dorothy Pierce
(8643243247)



**Thursday, Oct 15, 2020 9:36
AM**

F

**Franco Firewalker Hot
Sauce (+18288087709)**

Hey Dorthy I feel like this
texting is getting too
lengthy and I am not trying
to pin this on anyone- I
am just trying to figure out
what happen as it never
fell over in our hands.

can we go back to email
please for correspondence
also texting is too much
content

Thursday, Oct 15, 2020 9:40
AM

APM-USA
 750 Mourning Dove Lane
 Seneca, SC 29678
 +1 8006300704
 info@pharmamachineries.co
 m

Invoice 1139



BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
Franco Donohue	Franco Donohue	06/10/2020	\$0.00	06/10/2020
FireWalker Hot Sauce	FireWalker Hot Sauce			
Company	Company			
41 Sheridan Rd.	1461 Sand Hill Rd.			
Asheville, NC 28803	Candler, NC 28715			

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Sales	Small Bag Liquid Sachet Packing Machine Model: DXDY2- 40II 220V, 50Hz 600x790x1780mm, 1 @ \$13,160.00	13,160.00T
	Sales	Stirring Device for Sachet Packing Machine, 1 @ \$952.00	952.00T
	Sales	Heating Hopper for Sachet Packing Machine, 1 @ \$1,512.00	1,512.00T
	Sales	Ink Printing Device for Sachet Packing Machine, 1 @ \$1,596.00	1,596.00T

Terms and Conditions:	SUBTOTAL	17,220.00
Payment for the machines shall be made in full in the	TAX	1,205.40
amount of \$16,000. Able to pay 50% (\$8,000) as	DISCOUNT	-2,425.40
deposit. Remaining 50% (\$8,000) before shipment.	TOTAL	16,000.00
	PAYMENT	16,000.00

Payment Information:	TOTAL DUE	\$0.00
1.Bank wire transfer: No additional fees required to		

use this payment method.

2.All checks to be addressed to “Account Receivable”. Checks MUST clear before production commences.

THANK YOU.

Upon confirmation of payment, it will take 20-25 business days to ship the machines.

No refund accepted after payment is made since the machines are customized according to the customer’s requirements

Warranty/Guarantee

The Seller guarantees the machines are new with 12 month Warranty, period starts on the date of the machines arrival. During the warranty period, the seller will provide free spare parts for damages within 10 days by fast courier upon receipt of the buyer’s notice, The customer pays to ship. Lifetime after sale service and online installation.

Fire Walker did business with Plaintiff's company. American Pharma Machinery, The plaintiff works for American Pharma Machinery, LLC.



Franco Donohue
FireWalker Hot Sauce Company
P.O.Box 137
Asheville, NC 28802

May 22, 2020

Quote for Small Bag Sachet Filling Machine

Product	Qty	Amount (CIF Door delivery)
Gel / Cream Packing Machine With Set Forming Mould DXDY2-40II	1 Unit	USD \$13,160.00
Optional: Stirring Device	1 Unit	USD \$952.00
Optional: Heating Hopper	1 Unit	USD \$1,512.00
Optional: Ink Printing Device	1 Unit	USD \$1,596.00
Total		To be determined when add ons are decided upon

Notes:

The above quotation is based on Door Delivery

Payment Terms: 100% of payment due upon receipt of invoice OR 50% of total due as deposit, 50% of total due at time of shipment.

Delivery Time: 20-25 business days

Guarantee Time: One-year warranty and lifetime customer service.

Packing: Wooden case



DXDY2-40II GEL/CREAM/PASTE PACKING MACHINE



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

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

E-mail: info@pharmamachineries.com
Address: 708 Mourning Dove Lane, Seneca, SC.
29678, USA



Applications

Various sizes and requirements in the sachet pack format

Specialized tear and pack end formats

Viscous Liquid-honey, shampoo, cooking oil, sauce and other viscous liquid.

- This machine is very important specialty. Our machine uses a unique pump which has a non drip and tail suck back function, this ensures that the sealing margin is very clear without any paste drip on seal to make bag airtight. This powerful suction back without drop function is developed by our factory.

Installing import plastic bushes on where of shaft through hole. The plastic bush in hard wearing is resistant to high heat and dusting of packing material. On the market there are many machines not fixed on this plastic bushes, mostly they are brass bush or bearing shell. When operating if any bush defects cause machine stop, the user has to buy this from original machine supplier. This is bad encounter for your packing production. Our thought is to have this plastic bushes which are very popular in worldwide. In anywhere you can find them cheaply. You never need to wait long time to fix your machine.



- The unique technology and craftwork is used on the horizontal and vertical sealing heating system, which makes the sealed bags are fantastically smooth, no any wrinkles and

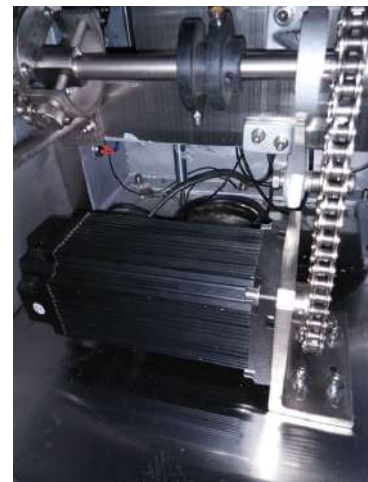


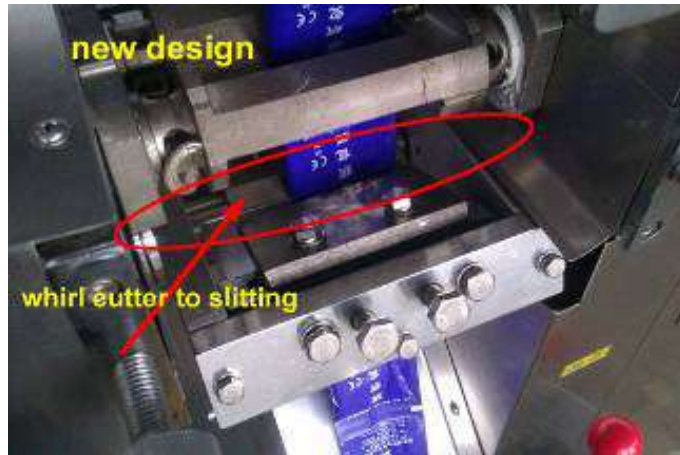
- Machine operation is controlled via a computerized operator interface of touch screen. Parameters are set through this interface. Touch screen is connected with PLC. PLC is programmer for storing many system data. It can offer many languages, English, Russia, Spanish and Portuguese etc. You can also create the password on the touch screen to avoid the non operating personnel change the datas..

- We use the servo motor control system instead of frequency motor. Compared with frequency motor, the servo motor can keep the whole machine running steady and speedy, keep the noise quietly and



- Traditional cutter is embedded on sealing rollers, the sealing and silting are at same time, blade will be blunt after 3 months. The cutter new design is individual from sealing roller. In our new design





- Photocell fixes bag length by film label.





Main Technical Parameters

Brand	DXDY2-40II (Viscous Liquid Packing Machine)
Bag size	(L)55-110mm/(W)30-80(mm)
Packing Speed	30-60bags/min
Power voltage	As your local power design
Filling range	40ml
Weight	320 (kg)
Dimension L*W*H	600X790X1780 (mm ³)

Fire Walker did business with Plaintiff's company. American Pharma Machinery, The plaintiff works for American Pharma Machinery, LLC.

If you have any questions or concerns please feel free to contact us from the information listed below. We appreciate your business!



TERMS OF SERVICE

1. This website is operated by American Pharma Machinery, LLC DBA. APM-USA. Throughout the site, the terms “we”, “us” and “our” refer to APM-USA. APM-USA offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.
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3. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.
4. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this



page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

5. Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

6. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.
7. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
8. You must not transmit any worms or viruses or any code of a destructive nature.
9. A breach or violation of any of the Terms will result in an immediate termination of your Services.



10. **SECTION 2 - GENERAL CONDITIONS**

11. We reserve the right to refuse service to anyone for any reason at any time.
12. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
13. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.
14. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

15. We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the



material on this site is at your own risk.

16. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES.

17. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
18. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

19. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
20. We have made every effort to display as accurately as possible the colors and images of our products that appear at the



store. We cannot guarantee that your computer monitor's display of any color will be accurate.

21. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
22. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

23. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve



the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

24. You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

25. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
26. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be



subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

27. Certain content, products, and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
28. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

29. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time,



without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

30. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
31. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

32. Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.



SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

33. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
34. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

35. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual



property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

36. We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.
37. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
38. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.



39. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
40. In no case shall APM-USA, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.



SECTION 14 - INDEMNIFICATION

41. You agree to indemnify, defend and hold harmless APM-USA and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

42. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

43. SECTION 16 - TERMINATION

44. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
These Terms of Service are effective unless and until terminated



by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

45. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

46. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
47. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW



48. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of South Carolina, in the United States.

SECTION 19 - CHANGES TO TERMS OF SERVICE

49. You can review the most current version of the Terms of Service at any time at this page.
50. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – RETURNS AND REFUNDS

RETURNS.

51. Our policy lasts 30 days for selected machines. If 30 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange.
52. To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.



Several types of goods are exempt from being returned:

- Customized machines are strictly not eligible for Return since all machines are customized according to a customer's specifications.
- Any item not in its original condition, is damaged or missing parts for reasons not due to our error.
- Any item that is returned more than 30 days after delivery.

REFUNDS (IF APPLICABLE)

53. Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

54. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within 30 business days.

55. Late or missing refunds (if applicable)

- a) If you haven't received a refund yet, first check your bank account again, then contact your credit card company, it may take some time before your refund is officially posted.
- b) Next contact your bank. There is often some processing time before a refund is posted.
- c) If you've done all of this and you still have not received your refund yet, please contact us at sales@pharmamachineries.com.



SHIPPING

56. To return your machine, you should ship your machine to 708 Mourning dove lane, Seneca SC 29678, United States. You cannot ship a machine back without prior approval.
57. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.
58. Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

WARRANTIES AND GUARANTEES

59. All prices on our website are for information purposes only. Each customer will receive a customized quote based of their specific manufacturing requirement.
60. All our machines are covered by either one year or two years warranty depending on the complexity of the machine. During the warranty period, our company shall provide spare parts for all damages/defaults caused by the quality of our machines.
61. We shall NOT be liable for damages caused by the negligence of the customer. Once we receive a notice from the customer about the damage/default, we shall review and either accept or deny the request case by case. Once the spare part request is approved, we shall process send out spare part within 10 days. the customer pays to ship. In case the damage is determined to be caused by the customer, he/she is liable for the cost of the spare parts.

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT L

July 26, 2024 Order Staying Case Pending Appellate Remittitur

Definitive Exhibit Volume pages 147-150

Source document(s):

20240726 Order Staying Case Pending Appellate Remittitur(1).pdf

Firewalker Hot Sauce Company 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:

This case is stayed until the remittitur is returned in appellate case number 2021-001552.

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 07/26/2024 .

Dorothy Pierce for Dorothy Pierce
Dorothy Pierce for Dorothy Pierce
Queen Dorothy Amolo
Dorothy Alweny
Dorothy Wells
Doyle Elton Pierce Estate for Dorothy Pierce Personal Representative
American Pharma Machinery Llc
Dorothy Pierce Personal Representative for Doyle Elton Pierce Estate

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: Firewalker Hot Sauce Company Llc VS American Pharma Machinery
Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Electronic Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2024-07-26 12:45:37 page 3 of 3

EXHIBIT M

March 7, 2025 Filed Court of Appeals Order Dismissing Related Probate Appeal

Definitive Exhibit Volume pages 151-152

Source document(s):

20250307 Court of Appeals Order Dismissing Probate Appeal by Agreement(1).pdf

The South Carolina Court of Appeals

Dorothy Pierce, Appellant,

v.

Jared Adam Pierce, Respondent.

Appellate Case No. 2021-001552

The Honorable J. Cordell Maddox, Jr.
Oconee County
Trial Court Case No. 2021CP3700560

ORDER

The parties have asked that this appeal be dismissed by agreement pursuant to Rule 260(b) of the South Carolina Appellate Court Rules (SCACR). Accordingly, the appeal is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT
BY  *Catherine Hamisai, deputy*
CLERK

Columbia, South Carolina

FILED
Feb 25 2025

cc:

Dorothy Pierce

Richard Hunt McDuff, Esquire

Nekedia Alexis Heath, Esquire

Ashaley Chrishton Boatwright, Esquire

The Honorable J. Cordell Maddox, Jr.

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT N

March 12, 2025 Motion to Strike APM Answer and Enter Default

Definitive Exhibit Volume pages 153-156

Source document(s):

20250312 Motion to Strike American Pharma Answer and Enter Default(1).pdf

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	C.A. No. 2021-CP-37-00149
	)	
Firewalker Hot Sauce Company, LLC,	)	
	)	
Plaintiff,	)	MOTION TO STRIKE
	)	ANSWER OF AMERICAN PHARMA
	)	MACHINERY, LLC
v.	)	
	)	
American Pharma Machinery, LLC, Dorothy	)	
Wells a/k/a Dorothy Alweny a/k/a Queen	)	
Dorothy Amolo a/k/a Dorothy Pierce, and the	)	
Estate of Doyle Elton Pierce,	)	
	)	
Defendants.	)	
	)	

COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC (“Firewalker”), by and through its undersigned counsel and pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure, hereby moves this Court for an order striking the Answer of American Pharma Machinery, LLC (“American Pharma”). Firewalker further requests that the Court direct the Clerk to enter American Pharma’s default upon the calendar. This Motion is based upon the pleadings in this case, the applicable law, the South Carolina Rules of Civil Procedure, such supporting legal memoranda or affidavits as may be submitted in connection herewith, and the grounds set forth below:

1. American Pharma is a limited liability company organized and existing under the laws of the State of South Carolina.
2. American Pharma was properly served with Firewalker’s Amended Summons and Complaint on March 12, 2021, as shown on the Affidavit of Service filed with the Court on March 23, 2021.

3. On or about April 23, 2021, while still in default, Dorothy Pierce, filed and served an Answer on behalf of American Pharma and a *Pro Se* Notice of Appearance, as shown by the document on file with the Court.

4. Notwithstanding the fact American Pharma was in default when Dorothy Pierce filed and served an Answer on its behalf, Dorothy Pierce is a non-lawyer. As such, American Pharma is not represented by counsel.

5. Rule 12(f) of the South Carolina Rules of Civil Procedure provides in relevant part that “[u]pon motion pointing out the defects complained of...at any time the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter.” Rule 12(f), SCRPC.

6. Section 40-5-320(a) of the South Carolina Code provides that “it is unlawful for a corporation or voluntary association to practice or appear as an attorney at law for a person other than itself in a court in this State or before a judicial body....” S.C. Code Ann. § 40-5-320. In *Renaissance Enterprises, Inc. v. Summit Teleservices, Inc.*, the South Carolina Supreme Court made clear that a non-lawyer cannot represent an entity created by law in circuit or appellate courts. 334 S.C. 649, 515 S.E.2d 257 (1999).

7. By Answering the Complaint on behalf of American Pharma, Dorothy Pierce has engaged in the unauthorized practice of law. *See* S.C. Code Ann. §§ 40-5-10, -310, -320. As a result, the Answer as to American Pharma must be stricken from the record.

WHEREFORE, based upon the foregoing, Firewalker Hot Sauce Company, LLC respectfully requests that this Court issue an Order striking American Pharma’s Answer from the record along with any other pleadings that have been filed on American Pharma’s behalf by Dorothy Pierce, and directing the Clerk to enter American Pharma’s default upon the calendar.

Respectfully submitted,

s/Bryan P. Kelley

Bryan P. Kelley (S.C. Bar No. 76062)
Elmore Goldsmith Kelley & deHoll, P.A.
19 Blair Street (29607)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
Facsimile: (864) 255-9505
bkelley@elmoregoldsmith.com
Attorney for Plaintiff

March 12, 2025
Greenville, South Carolina

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT O

**July 3, 2025 Motion for Protective Order / Remote Participation
for Uganda Travel**

Definitive Exhibit Volume pages 157-163

Source document(s):

20250703 Motion for Protective Order for Uganda Election Travel with Exhibits(1).pdf

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Fin Walker Hotsauce

Plaintiff,

- vs. -

Dorothy Pierce

Defendant.

IN THE COURT OF COMMON PLEAS

10TH JUDICIAL CIRCUIT

CASE NO: 2021-CP-37-00149

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2025 JUL -3
A 11:48

Plaintiff's Attorney:

_____, Bar No. _____

Address: _____

Phone: _____ Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

_____, Bar No. _____

Address: _____

750 MOURNING DOVE LN, SENECA SC.29678

Phone: 8643243247 Fax _____

E-mail: dorothypierce84@gmail.com 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: Protective order

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]

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

07-03-2025

Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☒ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

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

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

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

C.A. No.: 2021-CP-3700149

IN RE: DOROTHY PIERCE,

**MOTION FOR TEMPORARY PROTECTIVE ORDER REGARDING MY
CONSTITUTIONALLY PROTECTED POLITICAL ACTIVITY ABROAD**

I, Dorothy Pierce, appear pro se and respectfully move this Honorable Court for a Temporary Protective Order to allow me to travel and participate in Uganda's upcoming national parliamentary elections without penalty, prejudice, or procedural disadvantage in this case. In support of this motion, I state the following:

GROUND FOR MY REQUEST

1. In 2023, I declared my intention to run for President of Uganda and began mobilization efforts throughout the country. However, due to increasing obligations in the United States and the abduction of several campaign coordinators, I decided not to pursue the presidency, which requires at least two years of physical presence in Uganda.
2. I have since declared my candidacy for Member of Parliament for Oyam South Constituency and am now fully registered as a candidate for the upcoming elections.
3. I am a citizen of Uganda, and I am required to be physically present during the nomination period on September 16 and 17, 2025, as well as throughout the campaign period, which runs until January 12, 2026.
4. My presence in Uganda is necessary to fulfill candidacy verification, comply with Electoral Commission rules, meet constituents, and participate in public events, as required under Uganda's Constitution (Articles 29 and 38).

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2025 JUL - 3 A 11:48

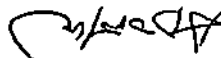
5. I plan to depart the United States on or about September 2, 2025, and return on or about January 30, 2026.
6. To the best of my knowledge, there are no hearings, trials, or depositions scheduled during the time I will be away. All pending motions, including those involving sanctions, severance, and discovery, can be resolved before I leave or shortly after I return.
7. I will complete all outstanding discovery obligations before departure and will continue to participate in good faith in all aspects of this case.
8. I am not seeking to delay or avoid any lawful duty. This motion is solely to prevent any unfair procedural default or prejudice while I fulfill a time-bound civic duty abroad.
9. I am willing and able to attend any hearings or conferences via Zoom or telephone while abroad and will coordinate with the Clerk and opposing counsel as needed.

RELIEF REQUESTED

I respectfully ask this Court to:

1. Issue a Temporary Protective Order recognizing my travel for political participation in Uganda from September 2, 2025, through January 30, 2026;
2. Confirm that no adverse action, default, or sanctions will be entered against me during this time based solely on my physical absence;
3. Permit me to appear remotely for any hearings or proceedings scheduled while I am away;
4. Grant any other relief the Court finds appropriate and just.

Respectfully submitted, this July 3, 2025


Dorothy Pierce, Pro Se
750 Mourning Dove Lane
Seneca, SC 29678
Tel: (864) 324-3247
Email: dorotheypierce84@gmail.com

THE REPUBLIC OF UGANDA
THE ELECTORAL COMMISSION

Telephone: +256-41-337500/337508-11
Fax: +256-31-262207/41-337595/6
E-mail: secretary@ec.or.ug



Plot 1-3/5 Seventh St. Industrial Area
P. O. Box 22678 Kampala, Uganda
Website: www.ec.or.ug

Ref: **Adm72/01**

Date: **30th July 2024**

Press Release

Revised Summary Roadmap for the 2025/2026 General Elections

The Electoral Commission has approved the revised Roadmap for the 2025/2026 General Elections as described here below:

No	Electoral Activities Milestones	Activity Period
1.	Field demarcation of constituencies and electoral areas and reorganisation of polling stations	6 th – 16 th August 2024
2.	Display of constituencies, electoral areas, and their polling stations at Sub Counties and Parishes	20 th September – 11 th October 2024
3.	Receipt and handling of complaints arising from the demarcation of electoral areas and reorganisation of polling stations	27 th September – 26 th October 2024
4.	General Update of the Register in each parish/ward, in line with Article 61 (1)(e) of the Constitution	3 rd – 25 th January 2025
5.	Compilation of Youth, PWDs, Older Persons, Workers, UPDF, and Professional Bodies Voters Registers, in line with The Electoral Commission Act, Sec. 18(1).	3 rd – 25 th January 2025
6.	Cut-off of Update of the National Voters' Register and Compilation of Youth, PWDs, Older Persons & Workers Registers, in line with EC Act Sec. 19(7) & 19(8)(a).	25 th January 2025
7.	Display of the National Voters' Register at each Polling Station. In line with EC Act, Sec. 24(1) & Sec. 25(1).	18 th April 2025 – 8 th May 2025
8.	Display of Special Interest Groups (SIGs) Committees Voters Register in each Village/KCCA/UPDF/EC/Workers Offices.	18 th – 28 th April 2025
9.	Display of Tribunal recommendations at each Parish/Ward, in line with the EC Act Sec. 25(1a).	9 th – 19 th May 2025
10.	Deadline for resignation by public servants wishing to contest in Special Interest Groups (SIGs) Committee Elections	28 th April 2025
11.	Nomination of Village SIGs Committees Candidates: Older Persons; Persons with Disabilities and Youth	2 nd – 10 th June 2025
12.	Nomination of Parish/Ward SIGs Committee Candidates: Older Persons (OP); Persons with Disabilities (PWDs) and Youth	26 th June 2025 – 27 th June 2025
13.	Deadline for establishing academic papers with the EC by aspiring candidates for Local Governments Elections	3 rd July 2025
14.	Deadline for establishing academic papers with the EC by aspiring candidates for Parliamentary Elections	16 th July 2025
15.	Deadline for establishing academic papers with the EC by aspiring	1 st August 2025

No	Electoral Activities Milestones	Activity Period
	candidates for Presidential Elections	
16.	Deadline for resignation by public servants intending to contest Parliamentary Elections	13 th June 2025
17.	Deadline for resignation by public servants intending to contest Local Governments Elections	2 nd August 2025
18.	Deadline for resignation by public servants intending to contest Presidential Elections	1 st October 2025
19.	Nomination of Sub-county, Town & Municipal Division SIGs Committees Candidates: Older Persons; PwDs; Youth	14 th – 15 th July 2025
20.	Holding Sub-county Conferences to elect Non-unionised Workers Delegates to the District/City	11 th July 2025
21.	Nomination of Municipality/City Division SIG Committees Candidates: Older Persons; Persons with Disabilities; Youth	24 th – 25 th July 2025
22.	Nomination of District and City SIGs Committee Candidates: Older Persons; Persons with Disabilities; Youth	11 th – 12 th August 2025
23.	Holding of District Conferences to elect Non-unionised Workers Delegates to the Regions	7 th August 2025
24.	Nomination, Campaigns, and Polling for the National Youth Council Committee	27 th – 29 th August 2025
25.	Nomination of Candidates for Local Governments, including SIGs, in line with Section 119(1) of the Local Governments Act	3 rd – 12 th September 2025
26.	Nomination of Candidates for Parliamentary Elections in line with Section 9 of the Parliamentary Elections Act	16 th – 17 th September 2025
27.	Nomination of Candidates for Presidential Elections	2 nd – 3 rd October 2025
28.	Nomination of candidates for SIGs Representatives to Local Governments	8 th – 12 th December 2025
29.	Polling Period for Presidential, Parliamentary, and Local Government Councils (City/District; Municipality/City Division; and Sub County, Town, Municipal Division), including SIGs Representatives, in line with Article 61(2) of the Constitution	12 th January – 9 th February 2026

The Commission calls on all stakeholders to take note of the key milestones and timelines and to participate in the respective activities following the guidelines for elections.

A soft copy of the Roadmap is available on the Electoral Commission website: www.ec.or.ug.



Justice Byabakama Mugenyi Simon
Chairperson, Electoral Commission

QUEEN DOROTHY AMOLO

2026-2031

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IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT P

**August 27, 2025 Notice of September 25 Hearing on Default and
Motion to Strike**

Definitive Exhibit Volume pages 164-169

Source document(s):

20250827 Notice of Hearing on Default and Motion to Strike(1).pdf

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	C.A. No. 2021-CP-37-00149
	)	
Firewalker Hot Sauce Company, LLC,	)	
	)	NOTICE OF HEARING
Plaintiff,	)	
	)	
v.	)	
	)	
American Pharma Machinery, LLC, Dorothy	)	
Wells a/k/a Dorothy Alweny a/k/a Queen	)	
Dorothy Amolo a/k/a Dorothy Pierce, and the	)	
Estate of Doyle Elton Pierce,	)	
	)	
Defendants.	)	

You will please take notice that an in-person hearing on Firewalker Hot Sauce Company, LLC's Motion for Default Judgment and Motion to Strike Answer of American Pharma Machinery, LLC, will take place on **September 25, 2025 at 9:30 a.m.** at the Oconee County Courthouse, 205 W Main Street, Walhalla, South Carolina 29691 before the Honorable William C. McMaster, III, in the above-captioned case. Please see the Court's notice attached hereto as **Exhibit A** for additional information.

Please also be advised that it is Honorable Judge McMaster's preference for attorneys must e-file any briefs and/or memoranda with the Clerk of Court at least 72 hours prior to the hearing and copies of the briefs and/or memoranda be emailed to his law clerk (wmcmasterlc@sccourts.org) in addition to E-Filing.

SIGNATURE BLOCK ON NEXT PAGE

Respectfully submitted,

/s/Bryan P. Kelley

Bryan P. Kelley (S.C. Bar No. 76062)
H. Drennan Quattlebaum (S.C. Bar No. 106418)
Elmore Goldsmith Kelley & deHoll, P.A.
19 Blair Street (29607)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
Facsimile: (864) 255-9505
bkelley@elmoregoldsmith.com
dquattlebaum@elmoregoldsmith.com
Attorneys for Plaintiff

August 27, 2025
Greenville, South Carolina

Katharine Spooner

From: Courtmail37_DoNotReply@sccourts.org
Sent: Monday, August 18, 2025 9:07 AM
To: E-Filing
Cc: awatkins@oconeesc.com
Subject: Motion "MDEFJM-Motion/Default Judgment" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 9/25/2025 at 9:30 AM

Categories: Smokeball

External Email: Use caution with links and attachments.

COMMON PLEAS BACKUP IN PERSON NONJURY MOTIONS // SEPTEMBER 25, 2025 AT 9:30AM// HONORABLE JUDGE WILLIAM C MCMASTER III, PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time. If your motion has been resolved, settled, needs to be withdrawn, or you have any concerns about your hearing, please contact Amanda Watkins in writing at awatkins@oconeesc.com

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.



**Katharine Spooner**

---

**From:** Courtmail37\_DoNotReply@sccourts.org  
**Sent:** Monday, August 18, 2025 9:07 AM  
**To:** E-Filing  
**Cc:** awatkins@oconeesc.com  
**Subject:** Motion "MSTRIK-Motion/Strike" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 9/25/2025 at 9:30 AM

**Categories:** Smokeball

External Email: Use caution with links and attachments.

COMMON PLEAS BACKUP IN PERSON NONJURY MOTIONS // SEPTEMBER 25, 2025 AT 9:30AM// HONORABLE JUDGE WILLIAM C MCMASTER III, PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time. If your motion has been resolved, settled, needs to be withdrawn, or you have any concerns about your hearing, please contact Amanda Watkins in writing at awatkins@oconeesc.com

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.


| | | |
|---|---|-------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| |) | |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | CERTIFICATE OF SERVICE |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |

This is to certify that I have on this 27th of August 2025 served **Notice of Hearing** by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail, at Greenville, South Carolina addressed to the following persons at the following address which is the last address known to me:

American Pharma Machinery, LLC
c/o Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678

Dorothy Wells a/k/a Dorothy Alweny a/k/a
Queen Dorothy Amolo a/k/a Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678

American Pharma Machinery, LLC
Registered Agent ICAMED
709 Mourning Dove Lane
Seneca, South Carolina 29678

The Estate of Doyle Elton Pierce
c/o Dorothy Pierce, Personal Representative
750 Mourning Dove Lane
Seneca, South Carolina 29678

Katharine O. Spooner, CP
Certified Paralegal to Bryan P. Kelley
and H. Drennan Quattlebaum

EXHIBIT Q

September 23, 2025 Amended Answer, Affirmative Defenses, and Counterclaims

Definitive Exhibit Volume pages 170-189

Source document(s):

20250923 Amended Answer Affirmative Defenses and Counterclaims - Incomplete(3).pdf

Note: 19-page copy supplied in the record materials available for this exhibit volume.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

TENTH JUDICIAL CIRCUIT

Firewalker Hot Sauce Company, LLC

Plaintiff

-vs-

American Pharma Machinery, Dorothy

Pierce and, The Estate of Doyle Elton Pierce

Defendants

2021-CP-3700149

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2025 SEP 23 PM 1:33

**AMENDED ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS OF
DEFENDANT DOROTHY PIERCE AGAINST PLAINTIFF FIREWALKER HOT
SAUCE COMPANY, LLC AND FRANCO DONOHUE.**

AMENDED ANSWER

Defendant Dorothy Pierce ("Pierce"), appearing individually, pro se, and without waiving any defenses, respectfully submits this Amended Answer, Affirmative Defenses, and Counterclaims in response to the Amended Complaint filed by Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker" or "Plaintiff"), and states as follows:

1. Defendant Pierce, appearing pro se, hereby responds to the Amended Complaint of Plaintiff Firewalker Hot Sauce Company, LLC.
2. Pierce admits only that American Pharma Machinery, LLC ("APM") is a limited liability company organized under the laws of South Carolina, and that she is its sole member. Pierce specifically denies that she, in her personal capacity, is a proper party to this litigation. At all relevant times, Pierce acted solely in her capacity as an agent and representative of APM and did not individually contract with Plaintiff, assume personal liability, or undertake obligations outside her corporate role.
3. Pierce further denies that the Estate of Doyle Elton Pierce is a proper party. The decedent had no ownership interest, managerial role, or contractual involvement with APM or the

Page 1 of 20

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transaction at issue. Moreover, Plaintiff previously asserted claims against the Estate in Probate Court, which were denied. Plaintiff failed to timely appeal that ruling and has therefore waived and forfeited any right to pursue claims against the Estate.

4. Except as expressly admitted herein, Pierce denies each and every allegation in the Amended Complaint. She specifically denies that she breached any contract, warranty, or duty owed to Plaintiff, or that the machine delivered was incorrect, defective, or damaged upon delivery.
5. Pierce admits that Plaintiff purchased one DXDY2-40II Gel/Cream Packing Machine and accessories, as reflected in the May 22, 2020 quotation and Invoice No. 1139 dated June 10, 2020.
6. Pierce affirmatively states that on August 18, 2020, she personally delivered the brand-new, customized DXDY2-40II machine (the "Machine") to Plaintiff at its shared kitchen facility in Candler, North Carolina. The Machine was securely packaged, wrapped in clear protective film, and mounted on a pallet suitable for forklift offloading. Plaintiff's principal, Franco Donohue, was present at delivery and personally operated the forklift to offload the Machine, despite admitting he was not properly trained to do so. Pierce had no duty to provide offloading services and no control over Plaintiff's handling of the Machine once delivery occurred.
7. Plaintiff himself sent contemporaneous photographs to Pierce showing the Machine still in its original packaging, fully wrapped and crated, without any visible damage at the time of uncrating. These photographs directly contradict Plaintiff's later allegations that the Machine arrived in a damaged condition. Initially, the Machine was placed safely against a wall in Plaintiff's warehouse, but subsequent photographs confirm that during unwrapping and repositioning, Plaintiff moved the Machine into the middle of the floor, creating unnecessary risks for mishandling and damage.
8. Pierce denies that seven employees uncrated the Machine, as alleged in the Amended Complaint. Plaintiff's own photographs show only one individual handling the Machine. This reckless handling by a single, unqualified worker is the true cause of any alleged damage.
9. Pierce denies Plaintiff's allegation that the Machine was first uncrated on October 10, 2020. Text messages between Plaintiff and Pierce conclusively establish that Plaintiff had already opened and accessed the Machine by September 1, 2020, when Plaintiff requested the instruction manual. Plaintiff's claim that the crate was first opened on October 10, 2020 is false and contradicted by his own communications. Pierce further denies responsibility for Plaintiff's chosen method of uncrating or handling the Machine once delivered.
10. Pierce denies Plaintiff's allegation that the "wrong machine" was delivered. Plaintiff approved in writing the May 22, 2020 quotation for the DXDY2-40II Gel/Cream/Paste

Packing Machine with optional attachments for stirring, heating, and ink printing. Invoice No. 1139, fully paid by Plaintiff, confirms the purchase of that exact model. The Machine delivered on August 18, 2020 was exactly what Plaintiff ordered, consistent with the contract, quotation, and invoice. Any claim that the Machine was “incorrect” or a “salad dressing” model is false and fabricated, asserted only after Plaintiff negligently mishandled and damaged the Machine while in his exclusive custody and control.

11. Pierce denies that Plaintiff is entitled to any relief. To the contrary, the documentary record, Plaintiff’s own photographs, and the undisputed timeline establish that Plaintiff’s claims are fabricated and brought in bad faith. Plaintiff negligently mishandled the Machine, attempted to conceal his misconduct with false allegations, and now misuses this Court in an effort to obtain a refund or replacement to which he is not entitled.
12. WHEREFORE, having fully answered, Defendant Dorothy Pierce respectfully requests that Plaintiff’s Amended Complaint be dismissed with prejudice and that judgment be entered in her favor, together with costs and such other and further relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST DEFENSE – Lack of Proper Parties

The Estate of Doyle Elton Pierce is not a proper party to this action. The decedent had no ownership, managerial, or contractual role in American Pharma Machinery, LLC (“APM”) or the subject transaction. Plaintiff previously asserted claims in Probate Court, which were denied. Plaintiff failed to appeal that denial, thereby waiving and forfeiting any right to pursue claims against the Estate.

SECOND DEFENSE – Plaintiff’s Negligence as Sole Proximate Cause:

Any alleged damages were proximately caused by Plaintiff’s own negligence and mishandling of the machine. Plaintiff personally operated a forklift despite admitting he was unqualified, stored the machine in a shared kitchen facility subject to interference, and later dropped or otherwise damaged the machine while uncrating. Plaintiff’s own photos reveal careless handling, not any defect by Defendants.

THIRD DEFENSE – Waiver and Estoppel

By accepting delivery on August 18, 2020, keeping the machine for more than forty (40) days without reporting any damage, and actively seeking operating instructions and film specifications, Plaintiff waived any right to claim that the machine was delivered damaged or was the wrong model. Plaintiff is estopped from asserting claims contradicted by his own texts, emails, and photographs.

FOURTH DEFENSE – Fraudulent Misrepresentation to the Court

Plaintiff has come before this Court with unclean hands. In his Amended Complaint, Plaintiff falsely alleged that he first uncrated the machine on October 10, 2020, when documentary evidence proves he accessed and operated the machine on or before September 1, 2020. Plaintiff further fabricated the claim that the wrong machine was delivered, despite written quotes and invoices proving he ordered the DXDY2-40II model he received. These deliberate misrepresentations constitute fraud upon the Court and bar any recovery.

FIFTH DEFENSE – Breach of Contract by Plaintiff

Plaintiff materially breached the contract and APM's Terms of Service by: (a) mishandling the machine; (b) failing to use compatible packaging film despite Defendants' guidance; (c) demanding a refund despite clear "no returns" policies for customized equipment; and (d) attempting to shift responsibility for his own negligence onto Defendants.

SIXTH DEFENSE – Failure of Consideration / No Defect

Defendants performed fully by delivering exactly what Plaintiff ordered: a new, customized DXDY2-40II packing machine. Plaintiff received the correct product in brand-new condition, as shown by his own initial photos. There was no failure of consideration.

SEVENTH DEFENSE – Unclean Hands and Bad Faith

Plaintiff's claims are barred by the doctrine of unclean hands. Plaintiff attempted to extort a refund or replacement for a machine he damaged through his own misconduct. His calculated misrepresentations, including staged photographs and false statements about the condition of the equipment, demonstrate bad faith and abusive litigation tactics.

EIGHTH DEFENSE – Unjust Enrichment

Plaintiff seeks to obtain a refund or replacement machine despite already receiving and using the equipment he ordered. Any recovery under Plaintiff's fabricated theory would unjustly enrich Plaintiff by allowing him to profit from his own negligence and deceit, contrary to equity and good conscience.

NINTH DEFENSE – SCUTPA Bar

To the extent Plaintiff seeks relief under the South Carolina Unfair Trade Practices Act, such claims are barred because they arise from a private contractual dispute, lack public impact, and are based on fabricated facts.

TENTH DEFENSE – Failure to State a Claim

Even if Plaintiff's allegations were taken as true (which they are not), the Amended Complaint fails to state a claim upon which relief can be granted under South Carolina law.

ELEVENTH DEFENSE – Damages Speculative and Self-Inflicted

Plaintiff's claimed damages are speculative, unproven, and the result of his own negligence and misuse of the machine. Plaintiff cannot recover for losses he manufactured by mishandling equipment, ignoring instructions, and misrepresenting facts.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

TENTH JUDICIAL CIRCUIT

Dorothy Wells a/k/a Dorothy Alweny a/k/a)
Queen Dorothy Amolo a/k/a Dorothy Pierce,)
Defendant and Counter-Plaintiff,)

-vs-

Firewalker Hot Sauce Company, LLC and)
Franco Donohue,)
Counter-Defendants.)

**COUNTERCLAIMS OF DEFENDANT
DOROTHY PIERCE AGAINST
FIREWALKER HOT SAUCE COMPANY,
LLC AND FRANCO DONOHUE.**

Defendant and Counter-Plaintiff Dorothy Pierce ("Pierce"), proceeding *pro se*, asserts the following counterclaims against Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker") and its principal, Franco Donohue ("Donohue") (together, "Counter-Defendants").

PARTIES

1. Defendant and Counter-Plaintiff Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce ("Pierce") is a natural person residing in Oconee County, South Carolina. Pierce appears individually and *pro se*.
2. Plaintiff and Counter-Defendant Firewalker Hot Sauce Company, LLC ("Firewalker") is, upon information and belief, a limited liability company organized and existing under the laws of North Carolina, with its principal place of business in Asheville, North Carolina.
3. Counter-Defendant Franco Donohue ("Donohue") is a natural person and, upon information and belief, the principal, managing member, and controlling agent of Firewalker Hot Sauce Company, LLC. Donohue personally directed, authorized, and participated in the acts, misrepresentations, and omissions alleged herein, including personally operating equipment, negotiating with Pierce, uncrating and mishandling the machine, making false statements about its condition, and orchestrating this litigation.
4. Donohue is sued in his individual capacity because he personally engaged in tortious conduct, including but not limited to fraud, fraudulent misrepresentation, concealment,

negligence, conversion, defamation, commercial disparagement, abuse of process, and conspiracy, and therefore cannot shield himself from liability through the LLC form.

STATEMENT OF FACTS

1. On May 22, 2020, Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker") received and approved a written Quote from American Pharma Machinery, LLC ("APM") for one (1) Small Bag Sachet Filling Machine, Model DXDY2-40II, a gel/cream/viscous liquid packing machine with optional add-ons including a stirring device, heating hopper, and ink printer.
2. On June 10, 2020, APM issued Invoice No. 1139 to Firewalker for the DXDY2-40II machine, which matched the quoted specifications. The Invoice expressly provided that: (a) payment was non-refundable because the machine was customized; and (b) the one-year warranty covered only manufacturer defects, not damages caused by customer negligence.
3. Firewalker, through its principal Franco Donohue, made full payment of \$16,000 by August 3, 2020.
4. Donohue asked APM to provide a quotation for packaging foils compatible with Firewalker's machine. After receiving the quotation, Donohue declined to proceed, claiming that the minimum order quantity (MOQ) of 200 kilograms of film roll per design required by APM was not within Firewalker's budget.
5. APM then offered to design a template layout for the film roll to guide Firewalker on the exact specifications of packaging rolls compatible with the machine, in case Donohue chose to use another supplier. Donohue, however, refused this assistance.
6. Donohue subsequently hired a different company that designed and produced the wrong type of packaging film. The rolls provided were sealed on three sides and therefore could not be used with the DXDY2-40II, which requires back-sealed rolls.
7. On August 18, 2020, Dorothy Pierce, acting on behalf of APM, personally delivered the brand-new, customized DXDY2-40II machine to Firewalker's shared kitchen facility in Candler, North Carolina. She was accompanied by her late husband, Doyle Elton Pierce, who rented the truck for transport. The Machine was securely packaged, wrapped in protective film, and mounted on a pallet suitable for forklift offloading.
8. Donohue was present at delivery ~~and~~ personally operated the forklift to offload the Machine. Donohue expressly admitted to Pierce that he was not properly trained in forklift operation but nevertheless insisted on unloading the Machine himself because he had no qualified personnel available. APM had no duty or responsibility to offload the Machine and no control over Firewalker's handling once delivery occurred.

9. On September 1, 2020, Donohue texted Pierce requesting the instruction manual for the DXDY2-40II machine by name. This proves Donohue knew and accepted the correct model was delivered and did not claim it was “the wrong machine.”
10. Over the next 40 days, Donohue repeatedly communicated with Pierce about installation, film specifications, and electrical requirements. At no point during this period did Donohue report dents, scratches, or damage of any kind.
11. On October 2, 2020, Donohue texted about the 220V power outlet plug and confirmed plans to operate the machine. Again, no mention was made of damages.
12. On October 10, 2020, Donohue texted: “We are at Facility with rolls of film and going to unbox machine today and try it out. I wanted to let u know in case we need phone tech support.” Pierce responded that installation support required 24 hours’ notice and was unavailable on Saturdays.
13. Minutes later, Donohue first claimed: “The machine is dented on every piece.” This was the first time in nearly two months Firewalker alleged physical damage.
14. On October 12, 2020, Donohue escalated by claiming for the first time that Pierce had delivered the “wrong machine” — a DXDJ-40 Paste/Cream machine instead of the DXDY2-40II. This was a false statement, contradicted by Firewalker’s own Quote, Invoice No. 1139, and earlier text messages referencing the DXDY2-40II.
15. When pressed for evidence, Donohue initially sent photos of the machine still wrapped in protective film, pristine and undamaged. These photographs matched the condition at delivery and undermined his claim of preexisting damage.
16. After Pierce requested clearer photos because the pictures showed no damage, Donohue then sent a second set of photographs showing a used, scratched, dented machine with powder residue inside and sachet rolls installed. These later photographs proved that Donohue had already been operating the machine, contrary to his story that it arrived damaged and unusable.
17. If the machine had truly arrived “dented on every piece,” Donohue would not have unwrapped it, installed sachet rolls, and run powder through it. His attempt to pass off operational wear-and-tear as “delivery damage” was a deliberate fraud.
18. Importantly, Donohue himself sent Pierce photographs showing the Machine still in its package, properly wrapped and crated, without any visible damage at the time of uncrating. These images confirm beyond dispute that the Machine arrived in pristine condition. Firewalker’s own evidence contradicts its later claims.
19. Initially, the Machine was set down without incident and placed against a wall. However, subsequent photographs confirm that, during unwrapping and repositioning, Donohue moved

the Machine into the middle of the floor, creating unnecessary risks for mishandling and damage. From that point forward, the Machine was under Firewalker's exclusive custody and control, and any dents, scratches, or defects occurred solely because of Donohue's negligent actions.

20. On October 14–15, 2020, APM's engineers reviewed the photos and concluded the machine had been dropped or mishandled at Firewalker's facility. Damage to the hopper, barrel, and heating system was consistent with impact during uncrating or movement.
21. Pierce, through APM, offered Firewalker replacement parts at cost, consistent with the warranty terms. Donohue rejected this and instead demanded a full refund or free replacement, contrary to the Terms of Sale and Warranty.
22. When Pierce refused to participate in this extortionate scheme, Donohue fabricated further allegations, including misrepresentation, fraud, and unfair trade practices, and filed this lawsuit to weaponize the courts in pursuit of a baseless refund.
23. The true facts show that:
 - a. Firewalker received the exact machine it ordered;
 - b. The machine was delivered brand new, undamaged, and in pristine condition;
 - c. Donohue accepted and used the machine for weeks before concocting false claims;
 - d. Donohue himself negligently damaged the machine while uncrating or operating it; and
 - e. Donohue and Firewalker have abused the legal process to harass Pierce, defame her business, and attempt to obtain money or free equipment through fraud.
24. Firewalker lied in the Amended Complaint by claiming there were "seven employees" uncrating the Machine. That allegation is a complete fabrication. The photographs Donohue sent to Pierce show the truth — there was only one worker present. That worker was unqualified, reckless, and even positioned the 900-pound Machine dangerously close to the edge of the pallet.
25. This lie was not an innocent mistake. It was a calculated attempt by Donohue to conceal his own negligence and to create the false appearance that the Machine was carefully handled when it was not. Donohue's own photos prove otherwise: the Machine was mishandled inside Firewalker's facility by a single, untrained individual. By making these false statements, Donohue deliberately misrepresented material facts to this Court in order to shift responsibility for his own misconduct onto Pierce. This deliberate misrepresentation is further evidence of Donohue's and Firewalker's bad faith, fraudulent intent, and unclean hands, manufactured to cover up damage that occurred while the Machine was under their exclusive custody and control.

COUNT I – FRAUDULENT MISREPRESENTATION

1. Counter-Plaintiff Pierce realleges and incorporates the preceding Statement of Facts as if fully set forth herein.
2. Counter-Defendants Firewalker and Donohue knowingly and willfully made false representations that:
 - a. the DXDY2-40II machine delivered on August 18, 2020 was not the machine ordered; and
 - b. the machine was delivered in a damaged condition.
3. These representations were materially false and are disproven by documentary and contemporaneous evidence, including: Plaintiff's approved quotation (May 22, 2020), Invoice No. 1139 (June 10, 2020), text messages dated September 1, 2020, and Plaintiff's own photographs showing the machine in pristine wrapped condition at delivery.
4. Counter-Defendants knew their representations were false, as they had possession of the correct, undamaged machine for more than forty (40) days before any claim of damage or misdelivery was made.
5. Counter-Defendants made these false statements with the intent to deceive Pierce and induce her to provide a refund or replacement machine to which they knew they were not entitled.
6. As a direct and proximate result of Counter-Defendants' fraud, Pierce has suffered damages including but not limited to legal expenses, reputational harm, emotional distress, and disruption to her personal and business affairs.
7. Counter-Defendants' fraudulent conduct was willful, wanton, and malicious, entitling Pierce to an award of punitive damages.

COUNT II – FRAUDULENT CONCEALMENT / SUPPRESSION

8. Counter-Plaintiff Pierce realleges and incorporates the preceding paragraphs.
9. Counter-Defendants fraudulently concealed material facts relating to their handling and use of the machine. Specifically, they had uncrated and accessed the machine as early as September 1, 2020, as evidenced by text messages requesting the instruction manual.
10. Despite this, Counter-Defendants intentionally suppressed these facts and fabricated a false timeline, claiming instead that the machine was first uncrated on October 10, 2020.
11. This concealment was material because it created a false narrative shifting responsibility for the damage to Pierce, when in reality the machine had been in Counter-Defendants'

exclusive custody and control for more than forty (40) days before any damage was reported.

12. Counter-Defendants' concealment and suppression interfered with Pierce's ability to defend herself, proximately caused reputational harm, forced her to incur legal expenses, and subjected her to emotional distress. .
13. Such fraudulent concealment was intentional, malicious, and in reckless disregard of the truth, entitling Pierce to compensatory and punitive damages.

COUNT III – DEFAMATION (SLANDER & LIBEL)

14. Counter-Plaintiff Pierce realleges and incorporates the preceding paragraphs.
15. Counter-Defendants Firewalker and Donohue, acting individually and through agents, published and disseminated false statements accusing Pierce of delivering the wrong machine and knowingly shipping damaged equipment.
16. These false statements were made both in written pleadings filed with this Court and in communications with third parties, including potential customers and business associates.
17. Counter-Defendants' statements were false, defamatory per se, and made with actual malice and reckless disregard for the truth.
18. As a direct result, Pierce has suffered harm to her personal and professional reputation, humiliation in her community, loss of business goodwill, and economic damages.
19. Counter-Defendants' defamation was intentional, malicious, and calculated to harm; entitling Pierce to compensatory damages, punitive damages, and such further relief as this Court deems proper.

COUNT IV – VIOLATION OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT (SCUTPA)

20. Counter-Plaintiff Pierce realleges and incorporates the preceding paragraphs.
21. Counter-Defendants Firewalker and Donohue engaged in unfair and deceptive acts or practices in commerce, including but not limited to:
 - a. fabricating claims that the machine was damaged upon delivery;
 - b. falsely asserting that the machine delivered was not the model ordered; and
 - c. filing and prosecuting a baseless lawsuit to extort money or obtain a free replacement.
22. These actions constitute unfair and deceptive trade practices in violation of S.C. Code Ann. § 39-5-20.

23. Counter-Defendants' conduct has the potential for repetition, poses a risk to other businesses and consumers, and adversely impacts the public interest by undermining honest commerce.
24. As a result of Counter-Defendants' violations, Pierce has sustained ascertainable losses, including attorneys' fees, litigation costs, lost time, reputational harm, and related damages.
25. Pursuant to S.C. Code Ann. § 39-5-140, Pierce is entitled to treble damages, attorneys' fees, and costs.

COUNT V – NEGLIGENT MISREPRESENTATION

26. Counter-Plaintiff Pierce re-alleges and incorporates all prior paragraphs.
27. Even if Counter-Defendants' misstatements were not intentional, they at minimum acted negligently by misrepresenting:
 - a. the condition of the DXDY2-40II machine; and
 - b. the specifications and model of the machine delivered.
28. Counter-Defendants had a duty to exercise reasonable care in making factual representations regarding the transaction, particularly where those representations would foreseeably harm Pierce's reputation and business interests.
29. Counter-Defendants breached that duty by publishing false and misleading statements, without verifying them against their own purchase records, communications, and photographs taken at delivery.
30. Pierce reasonably relied on the expectation that Counter-Defendants would truthfully and accurately represent the facts of the transaction. Instead, Counter-Defendants advanced false misstatements in pleadings and to third parties.
31. As a direct and proximate result of these negligent misrepresentations, Pierce has suffered reputational injury, loss of business opportunities, emotional distress, and litigation costs.

COUNT VI – NEGLIGENCE & GROSS NEGLIGENCE

32. Counter-Plaintiff Pierce re-alleges and incorporates all prior paragraphs.

33. Counter-Defendants Firewalker and Donohue owed a duty of care to handle the delivered DXDY2-40II machine, weighing approximately 900 pounds, in a safe and reasonable manner.
34. Counter-Defendants breached that duty by:
- a. using untrained and unqualified personnel, including Donohue himself, to operate a forklift and uncrate the machine;
 - b. moving the machine dangerously close to the edge of the pallet during unwrapping;
 - c. failing to schedule or obtain professional installation despite Defendants' clear instructions; and
 - d. attempting to run the machine with incompatible packaging film rolls sourced from third parties, rather than those specified by Pierce or APM.
35. Counter-Defendants' conduct was reckless, careless, and grossly negligent, creating a foreseeable risk of severe damage to the machine.
36. The damage to the machine occurred solely and proximately due to Counter-Defendants' negligent or grossly negligent handling while under their exclusive custody and control.
37. As a direct and proximate result, Pierce has incurred substantial damages, including reputational harm, defense costs, emotional distress from being falsely accused, and other consequential losses.

COUNT VII – CONVERSION

38. Counter-Plaintiff Pierce re-alleges and incorporates all prior paragraphs.
39. Counter-Defendants have wrongfully exercised dominion and control over the DXDY2-40II machine delivered on August 18, 2020.
40. Specifically, Counter-Defendants have retained possession and use of the machine while simultaneously demanding the full return of the \$16,000 purchase price.
41. By retaining the machine and seeking a refund, Counter-Defendants have sought to enjoy both the benefit of the equipment and the return of its payment.
42. Such conduct constitutes wrongful conversion of Pierce's property interest in the machine.
43. As a direct and proximate result, Pierce has suffered damages, including economic losses and litigation costs.

COUNT VIII – ABUSE OF PROCESS

44. Counter-Plaintiff Pierce re-alleges and incorporates all prior paragraphs.

45. Counter-Defendants initiated and prosecuted this lawsuit not to resolve any legitimate contractual or commercial dispute, but with the ulterior purpose of harassing Pierce, coercing her into providing a refund or replacement machine, and damaging her personal and professional reputation.
46. Counter-Defendants' misuse of judicial process is evident in their knowingly false allegations that the machine delivered was the wrong model and arrived damaged, despite clear documentary proof to the contrary.
47. By weaponizing the courts for an improper and collateral purpose, Counter-Defendants have abused the judicial system and inflicted unnecessary harm upon Pierce.
48. As a direct result of this abuse of process, Pierce has incurred substantial legal expenses, reputational injury, and emotional distress.
49. Counter-Defendants' conduct was willful, wanton, and malicious, entitling Pierce to compensatory and punitive damages.

COUNT IX – INJURIOUS FALSEHOOD (COMMERCIAL DISPARAGEMENT)

50. Counter-Plaintiff Pierce re-alleges and incorporates all prior paragraphs.
51. Counter-Defendants have published and disseminated false statements concerning Pierce's business practices, including assertions that she sold defective or incorrect equipment.
52. These statements were made intentionally to dissuade others from doing business with Pierce and to harm her economic interests.
53. The statements were false, made without privilege, and caused direct pecuniary loss by casting doubt upon the quality of Pierce's goods and services.
54. Counter-Defendants' conduct constitutes injurious falsehood and commercial disparagement, entitling Pierce to damages for lost business, reputational harm, and punitive damages.

COUNT X – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

55. Counter-Plaintiff Pierce re-alleges and incorporates all prior paragraphs.

56. Pierce had existing and prospective business relationships with customers and suppliers in the machinery industry.
57. Counter-Defendants intentionally interfered with those relationships by making false statements that Pierce sells damaged or incorrect machines and engages in fraudulent conduct.
58. Counter-Defendants' interference was improper, malicious, and intended to prevent others from dealing with Pierce.
59. As a direct and proximate result, Pierce has lost business opportunities, suffered reputational harm, and incurred economic damages.
60. Counter-Defendants are liable for tortious interference with business relations, and Pierce is entitled to compensatory and punitive damages.

COUNT XI – CIVIL CONSPIRACY

61. Counter-Plaintiff realleges and incorporates all prior paragraphs as if fully set forth herein.
62. Upon information and belief, Counter-Defendants Firewalker and Donohue, together with Firewalker's agents and employees, conspired to fabricate claims of misdelivery and damage and to pursue this baseless litigation against Pierce.
63. The conspirators acted in concert with the unlawful purpose of injuring Pierce, shifting blame for their own negligence, and unjustly enriching themselves.
64. Overt acts in furtherance of the conspiracy include the filing of false pleadings, dissemination of misleading photographs, concealment of the true timeline of events, and misrepresentations to third parties.
65. As a direct and proximate result of the conspiracy, Pierce has suffered reputational injury, emotional distress, lost business opportunities, and substantial litigation costs.
66. Counter-Defendants are jointly and severally liable for civil conspiracy, entitling Pierce to compensatory and punitive damages.

II. ALTERNATIVE CONTRACT-BASED COUNTERCLAIMS

(Asserted only if the Court pierces the corporate veil or otherwise finds Dorothy Pierce personally liable on the sales contract)

COUNT XII – BREACH OF CONTRACT (In the Alternative)

67. Counter-Plaintiff realleges and incorporates all prior paragraphs as if fully set forth herein.
68. A valid contract existed between Firewalker and American Pharma Machinery, memorialized in Invoice No. 1139, the May 22, 2020 quotation, and APM's published Terms of Service.
69. The contract required delivery of the specified DXDY2-40II machine, which was in fact delivered in new, undamaged condition on August 18, 2020.
70. Pierce and APM fully performed all contractual obligations.
71. Counter-Defendants, acting through Donohue, breached the contract by:
 - a) mishandling and damaging the machine after delivery;
 - b) refusing to cooperate with warranty support procedures;
 - c) refusing to pay for replacement parts required due to their own negligence; and
 - d) demanding a refund contrary to the written Terms of Service, which barred returns on customized machinery.
72. As a direct and proximate result, Pierce has suffered damages including legal expenses and reputational harm.

COUNT XIII – BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING (In the Alternative)

73. Counter-Plaintiff realleges and incorporates all prior paragraphs.
74. Every contract in South Carolina carries an implied covenant of good faith and fair dealing.
75. Counter-Defendants breached that covenant by fabricating claims of misdelivery and damage, concealing their own negligent handling, and weaponizing litigation to extort benefits outside the scope of the contract.

76. Counter-Defendants' bad-faith conduct deprived Pierce of the fruits of the bargain and caused damages including litigation costs, reputational injury, and emotional distress.

COUNT XIV – UNJUST ENRICHMENT (In the Alternative)

77. Counter-Plaintiff realleges and incorporates all prior paragraphs.
78. Counter-Defendants have retained possession and use of the DXDY2-40II machine while simultaneously seeking to recover the full \$16,000 purchase price.
79. Their retention of both the equipment and the purchase funds constitutes unjust enrichment, as equity does not permit double recovery.
80. Pierce is entitled to restitution of the value wrongfully retained by Counter-Defendants.

COUNT XV – CONTRACTUAL & EQUITABLE INDEMNIFICATION (In the Alternative)

81. Counter-Plaintiff realleges and incorporates all prior paragraphs.
82. Pursuant to Section 14 of APM's Terms of Service and the equitable principles of indemnification, Counter-Defendants must indemnify Pierce for all attorneys' fees, costs, and damages incurred as a result of their breach of contract and fraudulent claims.
83. Counter-Defendants' wrongful conduct has directly caused Pierce to incur legal expenses and reputational injury, for which indemnification is proper.

COUNT XI – PIERCING THE CORPORATE VEIL (In the Alternative)

84. Counter-Plaintiff Pierce realleges and incorporates all prior paragraphs.
85. Upon information and belief, Counter-Defendant Donohue is the sole or primary owner, officer, and decision-maker of Firewalker Hot Sauce Company, LLC.
86. Firewalker is, in reality, nothing more than the alter ego of Donohue, who dominates, controls, and uses the entity for his own personal purposes.
87. Upon information and belief, Donohue commingled personal and company assets, failed to follow corporate formalities, undercapitalized the entity, and otherwise abused the LLC form.

88. Donohue personally directed, authorized, and participated in the wrongful acts at issue — including fraudulent misrepresentation, concealment, negligence, defamation, and abuse of process — and cannot hide behind the LLC form.
89. To the extent Firewalker seeks to hold Pierce personally liable by disregarding the corporate protections of American Pharma Machinery, equity requires that the corporate veil of Firewalker be pierced as well, holding Donohue personally liable for Firewalker's contractual breaches and wrongful acts.
90. Piercing the veil is necessary to prevent injustice and to hold Donohue accountable for using the LLC form as an instrumentality of fraud and bad faith.

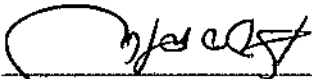
PRAYER FOR RELIEF

WHEREFORE, Defendant and Counter-Plaintiff Dorothy Pierce ("Pierce") respectfully requests that this Court enter judgment in her favor and against Counter-Defendants Firewalker Hot Sauce Company, LLC and Franco Donohue, jointly and severally, and grant the following relief:

1. Dismissal with Prejudice – Dismiss Plaintiff's Amended Complaint in its entirety, with prejudice, as frivolous, fraudulent, and without merit;
2. Judgment on Counterclaims – Enter judgment in favor of Pierce on all counterclaims asserted herein;
3. Compensatory Damages – Award Pierce actual and compensatory damages in an amount to be proven at trial, including but not limited to reputational harm, business losses, emotional distress, and litigation costs;
4. Punitive Damages – Award Pierce punitive damages for Counter-Defendants' willful, wanton, malicious, and fraudulent conduct;
5. Treble Damages & Statutory Relief – Award treble damages, attorneys' fees, and costs pursuant to the South Carolina Unfair Trade Practices Act (S.C. Code Ann. § 39-5-140);
6. Declaratory Judgment – Enter a declaration that:
 - a. the correct DXDY2-40II machine was delivered on August 18, 2020;
 - b. any damage resulted solely from Plaintiff's or Donohue's negligence and misuse while under their exclusive control; and
 - c. the Estate of Doyle Elton Pierce is not a proper party to this litigation;
7. Restitution / Disgorgement – Order restitution and/or disgorgement of any benefits wrongfully sought or obtained by Counter-Defendants, including denial of any unjust refund or double-recovery demands;

8. Attorneys' Fees & Costs – Award Pierce her reasonable attorneys' fees, costs, and expenses incurred in defending this action and pursuing her counterclaims;
9. Equitable & Further Relief – Grant such other and further relief, whether legal or equitable, general or specific, as this Court deems just, necessary, and proper to prevent injustice.

Respectfully submitted this September 22, 2025



Dorothy Pierce, Defendant, Pro Se

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IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT R

September 24-25, 2025 Memorandum Opposing Default Judgment and Requesting Rule 55(c) Relief

Definitive Exhibit Volume pages 190-198

Source document(s):

20250925 Dorothy Pierce Memorandum Opposing Default Judgment(1).pdf

| | | |
|---|---|------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | TENTH JUDICIAL CIRCUIT |
| |) | |
| | | CASE NO; 2021-CP-3700149 |
| Firewalker Hot Sauce Company ,LLC |) | |
| Plaintiff |) | |
| |) | |
| -vs- |) | |
| American Pharma Machinery, Dorothy |) | |
| Pierce and, The Estate of Doyle Elton Pierce |) | |
| |) | |
| Defendants |) | |

**DEFENDANT DOROTHY PIERCE’S MEMORANDUM IN OPPOSITION TO
PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT**

Defendant Dorothy Pierce (“Pierce”), appearing pro se, respectfully submits this memorandum in opposition to the Motion for Default Judgment filed by Plaintiff Firewalker Hot Sauce Company, LLC (“Firewalker”). For the reasons set forth below, and in accordance with South Carolina’s strong policy of resolving cases on their merits, Plaintiff’s motion should be denied.

INTRODUCTION

Plaintiff seeks the drastic remedy of default judgment based on a mere 11-day delay in the filing of Defendant’s Answer. This delay was not the result of willfulness, but of excusable neglect arising from a series of profound personal and professional crises. Defendant Pierce has appeared, asserted meritorious defenses, and filed her own counterclaims. **It is the long-standing policy of the courts in South Carolina that cases should be decided on their merits, and not by default. See *McDaniel v. U.S. Fidelity & Guaranty Co.*, 324 S.C. 639, 643, 478 S.E.2d 868, 871 (Ct. App. 1996).** Because Defendant has met the legal standard for setting aside a default and is actively seeking to litigate this case, granting Plaintiff’s motion would constitute a grave injustice.

FACTUAL BACKGROUND

1. On May 22, 2020, Plaintiff Firewalker Hot Sauce Company, LLC (“Firewalker”) received and approved a written Quote from American Pharma Machinery, LLC (“APM”) for one (1) Small Bag Sachet Filling Machine, Model DXDY2-40II, a gel/cream/viscous liquid packing machine with optional add-ons including a stirring device, heating hopper, and ink printer.

2. On June 10, 2020, APM issued Invoice No. 1139 to Firewalker for the DXDY2-40II machine, which matched the quoted specifications. The Invoice expressly provided that: (a) payment was non-refundable because the machine was customized; and (b) the one-year warranty covered only manufacturer defects, not damages caused by customer negligence.
3. Firewalker, through its principal Franco Donohue, made full payment of \$16,000 by August 3, 2020.
4. Donohue asked APM to provide a quotation for packaging foils compatible with Firewalker's machine. After receiving the quotation, Donohue declined to proceed, claiming that the minimum order quantity (MOQ) of 200 kilograms of film roll per design required by APM was not within Firewalker's budget.
5. APM then offered to design a template layout for the film roll to guide Firewalker on the exact specifications of packaging rolls compatible with the machine, in case Donohue chose to use another supplier. Donohue, however, refused this assistance.
6. Donohue subsequently hired a different company that designed and produced the wrong type of packaging film. The rolls provided were sealed on three sides and therefore could not be used with the DXDY2-40II, which requires back-sealed rolls.
7. On August 18, 2020, Dorothy Pierce, acting on behalf of APM, personally delivered the brand-new, customized DXDY2-40II machine to Firewalker's shared kitchen facility in Candler, North Carolina. She was accompanied by her late husband, Doyle Elton Pierce, who rented the truck for transport. The Machine was securely packaged, wrapped in protective film, and mounted on a pallet suitable for forklift offloading.
8. Donohue was present at delivery and personally operated the forklift to offload the Machine. Donohue expressly admitted to Pierce that he was not properly trained in forklift operation but nevertheless insisted on unloading the Machine himself because he had no qualified personnel available. APM had no duty or responsibility to offload the Machine and no control over Firewalker's handling once delivery occurred.
9. On September 1, 2020, Donohue texted Pierce requesting the instruction manual for the DXDY2-40II machine by name. This proves Donohue knew and accepted the correct model was delivered and did not claim it was "the wrong machine."
10. Over the next 40 days, Donohue repeatedly communicated with Pierce about installation, film specifications, and electrical requirements. At no point during this period did Donohue report dents, scratches, or damage of any kind.
11. On October 2, 2020, Donohue texted about the 220V power outlet plug and confirmed plans to operate the machine. Again, no mention was made of damages.

12. On October 10, 2020, Donohue texted: “We are at Facility with rolls of film and going to unbox machine today and try it out. I wanted to let u know in case we need phone tech support.” Pierce responded that installation support required 24 hours’ notice and was unavailable on Saturdays.
13. Minutes later, Donohue first claimed: “The machine is dented on every piece.” This was the first time in nearly two months Firewalker alleged physical damage.
14. On October 12, 2020, Donohue escalated by claiming for the first time that Pierce had delivered the “wrong machine” — a DXDJ-40 Paste/Cream machine instead of the DXDY2-40II. This was a false statement, contradicted by Firewalker’s own Quote, Invoice No. 1139, and earlier text messages referencing the DXDY2-40II.
15. When pressed for evidence, Donohue initially sent photos of the machine still wrapped in protective film, pristine and undamaged. These photographs matched the condition at delivery and undermined his claim of preexisting damage.
16. After Pierce requested clearer photos because the pictures showed no damage, Donohue then sent a second set of photographs showing a used, scratched, dented machine with powder residue inside and sachet rolls installed. These later photographs proved that Donohue had already been operating the machine, contrary to his story that it arrived damaged and unusable.
17. If the machine had truly arrived “dented on every piece,” Donohue would not have unwrapped it, installed sachet rolls, and run powder through it. His attempt to pass off operational wear-and-tear as “delivery damage” was a deliberate fraud.
18. Importantly, Donohue himself sent Pierce photographs showing the Machine still in its package, properly wrapped and crated, without any visible damage at the time of uncrating. These images confirm beyond dispute that the Machine arrived in pristine condition. Firewalker’s own evidence contradicts its later claims.
19. Initially, the Machine was set down without incident and placed against a wall. However, subsequent photographs confirm that, during unwrapping and repositioning, Donohue moved the Machine into the middle of the floor, creating unnecessary risks for mishandling and damage. From that point forward, the Machine was under Firewalker’s exclusive custody and control, and any dents, scratches, or defects occurred solely because of Donohue’s negligent actions.
20. On October 14–15, 2020, APM’s engineers reviewed the photos and concluded the machine had been dropped or mishandled at Firewalker’s facility. Damage to the hopper, barrel, and heating system was consistent with impact during uncrating or movement.

21. Pierce, through APM, offered Firewalker replacement parts at cost, consistent with the warranty terms. Donohue rejected this and instead demanded a full refund or free replacement, contrary to the Terms of Sale and Warranty.
22. When Pierce refused to participate in this extortionate scheme, Donohue fabricated further allegations, including misrepresentation, fraud, and unfair trade practices, and filed this lawsuit to weaponize the courts in pursuit of a baseless refund.
23. The true facts show that:
 - a. Firewalker received the exact machine it ordered;
 - b. The machine was delivered brand new, undamaged, and in pristine condition;
 - c. Donohue accepted and used the machine for weeks before concocting false claims;
 - d. Donohue himself negligently damaged the machine while uncrating or operating it; and
 - e. Donohue and Firewalker have abused the legal process to harass Pierce, defame her business, and attempt to obtain money or free equipment through fraud.
24. Firewalker lied in the Amended Complaint by claiming there were “seven employees” uncrating the Machine. That allegation is a complete fabrication. The photographs Donohue sent to Pierce show the truth — there was only one worker present. That worker was unqualified, reckless, and even positioned the 900-pound Machine dangerously close to the edge of the pallet.
25. This lie was not an innocent mistake. It was a calculated attempt by Donohue to conceal his own negligence and to create the false appearance that the Machine was carefully handled when it was not. Donohue’s own photos prove otherwise: the Machine was mishandled inside Firewalker’s facility by a single, untrained individual. By making these false statements, Donohue deliberately misrepresented material facts to this Court in order to shift responsibility for his own misconduct onto Pierce. This deliberate misrepresentation is further evidence of Donohue’s and Firewalker’s bad faith, fraudulent intent, and unclean hands, manufactured to cover up damage that occurred while the Machine was under their exclusive custody and control.

LEGAL ARGUMENT

Under Rule 55(c) of the South Carolina Rules of Civil Procedure, a court may set aside an entry of default for “good cause shown.” **To establish good cause, a defendant must demonstrate that: (1) the failure to answer was due to excusable neglect; (2) the defendant has a meritorious defense; and (3) the plaintiff will not be prejudiced by setting aside the default.** *Williams v. Vanvolkenburg*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994). Defendant Pierce meets all three requirements.

I. The Delay Was Caused by Excusable Neglect.

The determination of excusable neglect is a matter of discretion for the court, focusing on whether a party's failure to act was something a reasonably prudent person might have done under the same circumstances. *See Thompson v. Wilder*, 385 S.C. 26, 30, 682 S.E.2d 499, 501 (Ct. App. 2009). Here, the 11-day delay was the direct result of a perfect storm of personal tragedy and professional disaster. The sudden death of a spouse, a serious illness (COVID-19), and the sabotage of one's business are not trivial matters. The resulting state of severe emotional distress and physical incapacitation provides a textbook example of excusable neglect. Defendant was not defiant; she was debilitated.

II. Defendant Pierce Has a Meritorious Defense and Has Filed Counterclaims.

To establish a "meritorious defense," a party need not prove they will win at trial, but only that the defense is "good at law" and worthy of being presented to the court. *In re Estate of Weeks*, 329 S.C. 251, 259, 495 S.E.2d 454, 459 (Ct. App. 1997). Defendant Pierce has far exceeded this standard by asserting substantial defenses and fifteen of her own counterclaims. This is not the conduct of a party in default, but of a litigant with meritorious claims and defenses, which include:

1. **Fraudulent Misrepresentation and Concealment:** Firewalker and its principal, Franco Donohue, **knowingly and intentionally lied** about the condition and model of the machine. The evidence, including the paid invoice, Mr. Donohue's own text messages requesting the manual by its specific model name, and his initial photographs showing the machine in pristine condition, proves these claims were false. This deception was compounded by fraudulent concealment, as they deliberately **created a false timeline** to hide the fact that the machine was in their exclusive custody for nearly two months, which is when the damage truly occurred.
2. **Negligence and Gross Negligence:** The damage to the machine was the direct result of **Mr. Donohue's own gross negligence**. He had a duty to handle the 900-pound piece of equipment safely but breached that duty by operating a forklift despite admitting he was **untrained** to do so. His subsequent careless uncrating and handling of the machine is the sole proximate cause of the damage.
3. **Defamation and Commercial Disparagement:** Mr. Donohue's false statements were **published in court pleadings and communicated to third parties**. By accusing Ms. Pierce of delivering damaged or incorrect equipment, he engaged in defamation and injurious falsehood calculated to harm her professional reputation, interfere with her business relationships, and cause direct economic loss.
4. **Abuse of Process and Unfair Trade Practices:** This lawsuit represents a clear **abuse of the legal process**, initiated not to resolve a legitimate dispute but with the ulterior motive of harassing and coercing Ms. Pierce into providing a refund. This conduct, designed to

extort a benefit through deceit, constitutes an **unfair and deceptive trade practice** under the South Carolina Unfair Trade Practices Act (SCUTPA). Furthermore, by retaining the machine while demanding a full refund, Mr. Donohue is attempting a form of **conversion** and seeking an unjust double recovery.

5. **Breach of Contract and Good Faith:** In the alternative, the facts show it was **Firewalker and Mr. Donohue who breached the contract**. Ms. Pierce fully performed her obligations by delivering the correct, new, and undamaged machine. It was Firewalker that breached the contract by negligently damaging the equipment and then violating the implied covenant of **good faith and fair dealing** by fabricating claims to escape the consequences of its own actions.

III. Plaintiff Will Suffer No Prejudice from Setting Aside the Default.

For prejudice to exist, the setting aside of a default must cause tangible harm to the plaintiff's ability to prosecute their case, such as the loss of evidence or unavailability of witnesses. Mere delay is not sufficient to establish prejudice. See *Wham v. Shearson Lehman Brothers, Inc.*, 298 S.C. 462, 466, 381 S.E.2d 499, 502 (Ct. App. 1989). Plaintiff cannot demonstrate any such harm from an 11-day delay at the very beginning of this case. Its ability to conduct discovery and prove its claims remains entirely intact.

IV. Defendant Has Appeared and a Default Judgment is Legally Improper.

The South Carolina Supreme Court has made clear that default judgment is an extreme sanction intended only for defendants who completely fail to appear or defend a case. *See Sundown Operating Co. v. Intedge Industries, Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009). That is plainly not the situation here. Defendant Pierce has demonstrated her unequivocal intent to contest this action at every stage.

Long before Plaintiff filed for default, Defendant Pierce had already personally appeared in court and argued this case before Judge Maddox prior to the matter being placed in abeyance. Furthermore, she has filed a comprehensive Answer, Affirmative Defenses, and Counterclaims. Where a defendant appears and shows a clear intent to litigate—even if an initial filing is late—the court's strong preference is to allow the case to proceed on its merits rather than resort to the drastic remedy of default.

CONCLUSION

For the foregoing reasons, Defendant Dorothy Pierce respectfully requests that this Court deny Plaintiff's Motion for Default Judgment. The 11-day delay was the result of excusable neglect, Defendant has asserted meritorious defenses and counterclaims, and Plaintiff has suffered no prejudice. Crucially, because Defendant has formally appeared and is prepared to defend this action, granting a default would be contrary to South Carolina's strong policy of resolving cases

on their merits. Defendant asks that the entry of default be set aside, her Answer and Counterclaims be deemed timely filed, and this matter be allowed to proceed.

Respectfully submitted this September 24, 2025



Dorothy Pierce, Pro Se
750 Mourning Dove Lane Seneca, SC 29678
(864) 324-3247
dorothypierce84@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on this September 25, 2025, I have served a copy of the foregoing DEFENDANT DOROTHY PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT upon counsel of record for Plaintiff by depositing same in the U.S. Mail, postage prepaid and by email addressed as follows:

Alan G. Jones
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050
P.O. Box 1887
Greenville, SC 29602
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EXHIBIT S

September 30, 2025 Order Striking APM Answer and Entering Default Against APM

Definitive Exhibit Volume pages 199-202

Source document(s):

20250930 Order Striking American Pharma Answer and Entering Default(1).pdf

| | | |
|---|---|-----------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| |) | |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | |
| Plaintiff, |) | ORDER GRANTING MOTION TO |
| |) | STRIKE ANSWER FOR AMERICAN |
| v. |) | PHARMA MACHINERY, LLC, AND |
| |) | ENTRY OF DEFAULT |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |
| |) | |

THIS MATTER came before the court on Thursday, September 25, 2025, on Motion of Plaintiff's Motion to Strike Answer for American Pharma Machinery, LLC, and Entry for Default against American Pharma Machinery, LLC ("Defendant"), pursuant to S.C. Code Ann. § 40-5-320 and S.C.R. Civ. P. 55(a). Based upon the Motion, Pleadings on file in this action, and Hearing:

IT APPEARS that based upon the Motion to Strike Answer for American Pharma Machinery, LLC, and Entry Default, Plaintiff were able to successfully serve Defendant American Pharma Machinery, LLC, by process server on March 12, 2021, as shown by the documents on file with the Court in accordance with S.C.R. Civ. P. 4(d) as shown on the Affidavit of Service filed on March 23, 2021. On or about April 23, 2021, while still in default, Dorothy Pierce, filed and served an Answer on behalf of American Pharma Machinery, LLC, and a *Pro Se* Notice of Appearance, as shown by the document on file with the Court. American Pharma Machinery, LLC, was in default when Dorothy Pierce filed and served an Answer on its behalf, Dorothy Pierce is a non-lawyer.

Section 40-5-320(a) of the South Carolina Code provides that “it is unlawful for a corporation or voluntary association to practice or appear as an attorney at law for a person other than itself in a court in this State or before a judicial body....” S.C. Code Ann. § 40-5-320. In *Renaissance Enterprises, Inc. v. Summit Teleservices, Inc.*, the South Carolina Supreme Court made clear that a non-lawyer cannot represent an entity created by law in circuit or appellate courts. 334 S.C. 649, 515 S.E.2d 257 (1999).

Based on Defendant’s violation of S.C. Code Ann. § 40-5-320 and its unauthorized practice of law, this Court strikes Defendant’s Answer from the record.

IT FURTHER APPEARS that, based on the foregoing and the Pleadings on file in this action, Plaintiffs’ Motion should be and therefore is GRANTED, that American Pharma Machinery, LLC, is in default, and that default is hereby entered pursuant to S.C. R. Civ. P. 55(a).

IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE FOLLOWING
[South Carolina Electronic Filing Policies and Guidelines § 6(a)]



Oconee Common Pleas

Case Caption: Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Other

So Ordered

William C. McMaster, III

Electronically signed on 2025-09-30 13:18:31 page 3 of 3

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT T

September 26, 2025 Jury Trial Roster Notice for October 27-31 Term

Definitive Exhibit Volume pages 203-204

Source document(s):

20250926 Jury Trial Roster Notice for October 27-31(1).pdf

Amanda Watkins

From: Courtmail37_DoNotReply@sccourts.org
Sent: Friday, September 26, 2025 2:02 PM
To: dorothypierce84@gmail.com
Cc: Amanda Watkins
Subject: Case 2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al added to Court Roster for period 2025-10-27 through 2025-10-31.

CP JURY TRIAL ROSTER//WEEK OF OCTOBER 27, 2025, JUDGE R LAWTON MCINTOSH, PRESIDING AT 9:30AM//The case referenced in this notice is scheduled for a jury trial. All parties need to appear no later than 9:15AM MONDAY, 10/27/2025 in COURT ROOM 4.

Please contact, Amanda Watkins at awatkins@oconeesc.com, with amount of court time requested for trial, voir dire, pretrial motions, and witness list. If your case has settled, please notify the Clerk's Office in writing and file the appropriate dismissal documents. If your case needs to be continued, please file a consent continuance order for Judge McIntosh to consider, along with the \$25 filing fee. Requested information should be given no later than the Wednesday prior to trial.

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@  
30/10/25

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

---

# EXHIBIT U

## Travel Record Reflecting October 5, 2025 Uganda Departure

Definitive Exhibit Volume pages 205-216

**Source document(s):**

20250930 Delta Flight Receipt - October 5 Uganda Departure(1).pdf





Queen &lt;queensworld1984@gmail.com&gt;

## Your Flight Receipt - QUEEN DOROTHY AMOLO 05OCT25

**Delta Air Lines** <DeltaAirLines@t.delta.com>

Tue, Sep 30, 2025 at 6:58 PM

Reply-To: Transactional Email Reply Inbox &lt;reply-584229-14\_HTML-108290254-10982494-556240@t.delta.com&gt;

To: QUEENSWORLD1984@gmail.com

[View as a web page](#)

DELTA

[#9675995865](#)

SkyMiles® Member

### Confirmation Number

GSIOU8

 eReceipt\_Email Header.jpg

You're all set. If your plans change, you can make adjustments or cancel your itinerary on [My Trips](#) on the Fly Delta app or [delta.com](#) before your flight departs.

Have a great trip, and thank you for choosing Delta.

### Remember To Check Your Passport Expiration Date And Other Travel Requirements Ahead Of Your Trip

Many countries require passports to be valid for at least six months from the date of return and could have other specific travel requirements that may affect your trip. Scan your passport on [the app](#) and ensure you meet all requirements. Don't forget to save your passport to your SkyMiles profile for easy verification.

Passenger Info

Name: QUEEN DOROTHY AMOLO  
SkyMiles #9675995865

| FLIGHT                        | SEAT        |
|-------------------------------|-------------|
| KLM ROYAL DUTCH AIRLINES 2041 | Select Seat |
| KLM ROYAL DUTCH AIRLINES 2234 | Select Seat |
| KLM ROYAL DUTCH AIRLINES 4188 | Select Seat |
| DELTA 9151                    | 42D         |
| DELTA 75                      | 44B         |

Visit [delta.com](https://delta.com) or download the [Fly Delta app](#) to view, select or change your seat. If you purchased an upgrade or a Trip Extra, please visit [My Trips](#) to access a receipt of your purchase.



| Sun, 05OCT                            | DEPART             | ARRIVE                                       |
|---------------------------------------|--------------------|----------------------------------------------|
| KLM ROYAL DUTCH AIRLINES 2041*<br>(V) | ATLANTA<br>04:30PM | PARIS-DEGAULLE, FR<br>07:00AM<br>**Mon 06OCT |

| Mon, 06OCT                            | DEPART                        | ARRIVE                 |
|---------------------------------------|-------------------------------|------------------------|
| KLM ROYAL DUTCH AIRLINES 2234*<br>(V) | PARIS-DEGAULLE, FR<br>10:25AM | NAIROBI, KE<br>07:55PM |

| Tue, 07OCT                            | DEPART                 | ARRIVE                 |
|---------------------------------------|------------------------|------------------------|
| KLM ROYAL DUTCH AIRLINES 4188*<br>(V) | NAIROBI, KE<br>01:35AM | ENTEBBE, UG<br>02:50AM |

| Sun, 01FEB         | DEPART                   | ARRIVE                   |
|--------------------|--------------------------|--------------------------|
| DELTA 9151*<br>(T) | ENTEBBE, UG<br>12:40AM   | AMSTERDAM, NL<br>07:35AM |
| DELTA 75<br>(T)    | AMSTERDAM, NL<br>01:00PM | ATLANTA<br>04:55PM       |

\*KL2041 is operated by Air France

\*KL2234 is operated by Air France

\*KL4188 is operated by Kenya Airways

\*DL9151 is operated by KLM Royal Dutch Airlines

**MANAGE MY TRIP**

## Flight Receipt

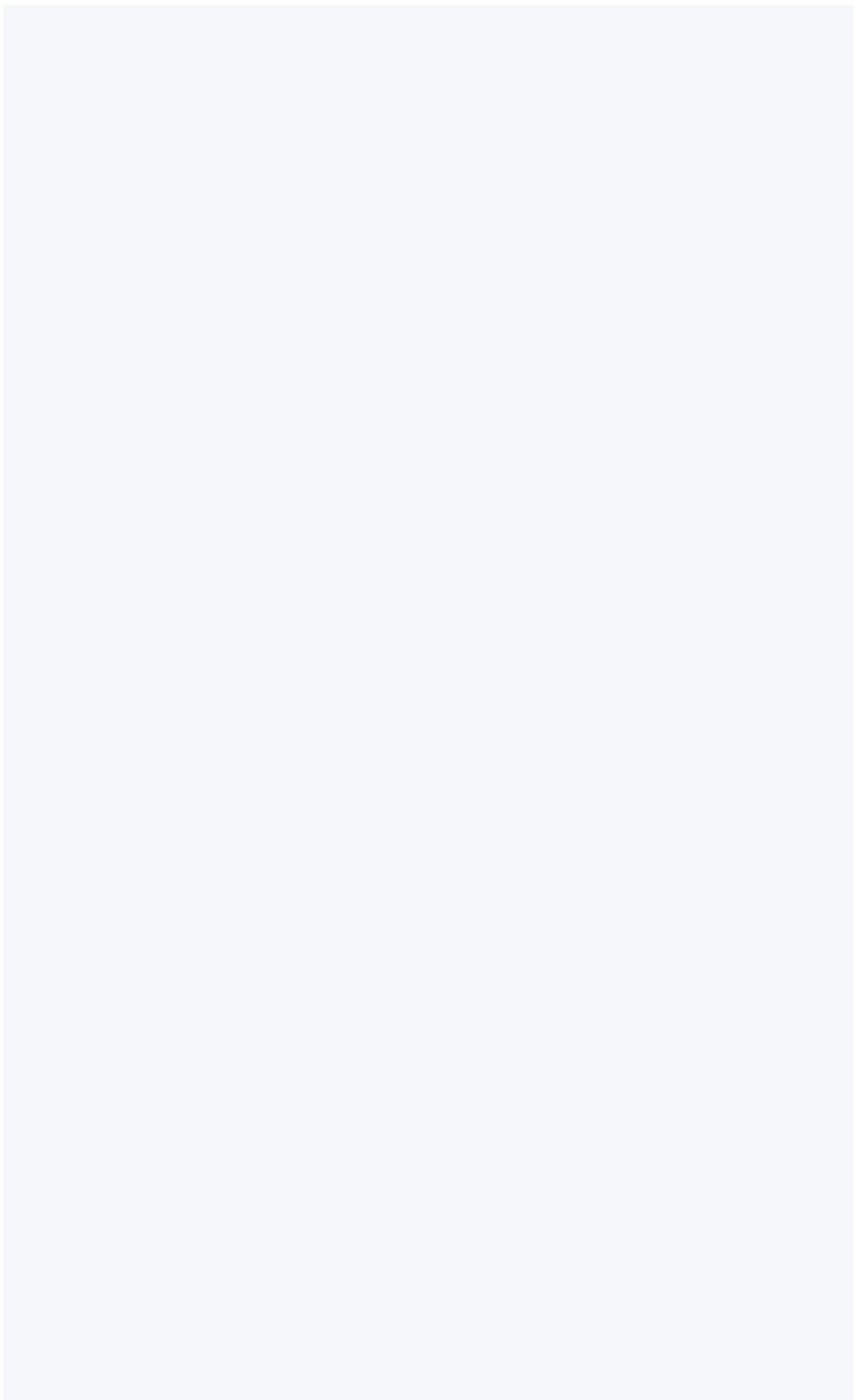
Ticket #: 0062368605989

Place of Issue:

Issue Date: 30SEP25

Expiration Date: 30APR26





**METHOD OF PAYMENT**

Org FOP VI\*\*\*\*\*1502

**ECREDITS APPLIED**

eCredits Number

0062357821986

Passenger Name

QUEEN DOROTHY AMOLO

Amount Applied

1117.41 USD

Applied to Ticket Number

0062368605989

**CHARGES****Air Transportation Charges**

Base Fare

\$301.00 USD

**Taxes, Fees and Charges**United States - September 11th  
Security Fee(Passenger Civil Aviation  
Security Service Fee) (AY)

\$5.60 USD

Netherlands - Security Service  
Charge (CJ)

\$14.60 USD

France - Civil Aviation and Airport Tax  
(FR)

\$3.90 USD

France - Passenger Service Charge  
(QX)

\$27.00 USD

Netherlands - Passenger Service  
Charge (RN)

\$17.30 USD

Uganda - Security Charge (UG)

\$10.00 USD

Uganda - Passenger Service Charge  
(UL)

\$40.00 USD

United States - Transportation Tax  
(US)

\$45.80 USD

United States - Animal and Plant

\$3.71 USD



|                                                                                     |               |
|-------------------------------------------------------------------------------------|---------------|
| Health Inspection Service Fee<br>(APHIS User Fee - Passengers (XA)                  |               |
| United States - Passenger Facility<br>Charge (XF)                                   | \$4.50 USD    |
| United States - Immigration and<br>Naturalization Fee(Immigration User<br>Fee) (XY) | \$7.00 USD    |
| United States - Custom User Fee<br>(YC)                                             | \$7.20 USD    |
| Carrier-imposed International<br>Surcharge (YQ)                                     | \$10.00 USD   |
| Carrier-imposed International<br>Surcharge (YR)                                     | \$620.00 USD  |
| TICKET AMOUNT                                                                       | \$1117.61 USD |

Checked Bag Allowance

The fees below are based on your original ticket purchase. Fees may be converted to local currency based on your departure airport. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in. Visit [delta.com](https://www.delta.com) for details on baggage embargoes that may apply to your itinerary and for additional baggage policy updates.

| Sun 05 Oct 2025 |                   | ATL-EBB           |
|-----------------|-------------------|-------------------|
| CARRY ON        | FIRST             | SECOND            |
| FREE            | FREE (50LBS/23KG) | FREE (50LBS/23KG) |
| Sun 01 Feb 2026 |                   | EBB-ATL           |
| CARRY ON        | FIRST             | SECOND            |
| FREE            | FREE (50LBS/23KG) | FREE (50LBS/23KG) |

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Fare Details: ATL KL X/PAR Q1.00 KL X/NBO KL EBB M70.50VLX34LMU DL X/AMS DL ATL M229.50TLW33LMU NUC301.00END ROE1.00 XF ATL4.5

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247382E-Receiptprod

# EXHIBIT V

## **October 8 Motion to Reconsider APM Default and October 10 Order Denying Reconsideration**

Definitive Exhibit Volume pages 217-223

**Source document(s):**

20251008 Motion to Reconsider American Pharma Answer Strike and Default(1).pdf

20251010 Order Denying American Pharma Motion to Reconsider Default(1).pdf



|                                         |   |                                    |
|-----------------------------------------|---|------------------------------------|
| STATE OF SOUTH CAROLINA                 | ) | IN THE COURT OF COMMON PLEAS       |
|                                         | ) |                                    |
| COUNTY OF OCONEE                        | ) | 10 <sup>TH</sup> JUDICIAL CIRCUIT  |
|                                         | ) |                                    |
| Firewalker Hot Sauce Company, LLC,      | ) |                                    |
| Plaintiff,                              | ) | CA NO 2021-CP-37-00149             |
|                                         | ) |                                    |
| v                                       | ) |                                    |
|                                         | ) | <b>MOTION TO RECONSIDER ORDER</b>  |
| American Pharma Machinery, LLC,         | ) | <b>GRANTING MOTION TO STRIKE</b>   |
| Dorothy Wells a/k/a Dorothy Alweny      | ) | <b>ANSWER AND ENTRY OF DEFAULT</b> |
| a/k/a Dorothy Pierce, and the Estate of | ) |                                    |
| Doyle Elton Pierce,                     | ) |                                    |
| Defendants.                             | ) |                                    |

COMES NOW, American Pharma Machinery, LLC ("APM"), by and through the undersigned counsel, pursuant to Rule 59(e), SCRCF, and alternatively pursuant to Rule 60(b), SCRCF, and hereby respectfully moves this Court to reconsider its Order Granting Motion to Strike Answer for American Pharma Machinery, LLC, and Entry of Default dated September 30, 2025, and as grounds therefore states as follows:

1. On March 12, 2021, Defendant, Dorothy Wells, a/k/a Dorothy Pierce ("Mrs. Pierce"), was served with the Amended Summons and Complaint in this action for APM.
2. On April 23, 2021, Mrs. Pierce, the business owner of APM, filed and served an Answer on behalf of APM.
3. On or about September 30, 2025, this Court granted Plaintiff's Motion to Strike Answer for APM and entered default against APM pursuant to S.C. Code Ann. § 40-5-320 S.C. Code Ann. § 40-5-320 and SCRCF 55(a).
4. The Court's Order was based on the finding that Mrs. Pierce, as a non-lawyer, could not represent American Pharma in this action, and that her filing of an Answer on behalf of APM constituted the unauthorized practice of law.

5. APM acknowledges that S.C. Code Ann. § 40-5-320 prohibits corporations and voluntary associations from practicing or appearing as an attorney at law for a person other than itself in a court in this State. S.C. Code Ann. § 40-5-320.
6. However, Mrs. Pierce, as the business owner of APM, was not aware that she could not file an Answer on behalf of the LLC and that APM was required to be represented by licensed counsel.
7. Mrs. Pierce's misunderstanding of the legal requirement that an LLC must be represented by counsel constitutes excusable neglect under Rule 60(b)(1), SCRCP.
8. Upon learning of this requirement, APM retained the undersigned counsel to represent its interests in this matter.
9. Rule 55(c), SCRCP, provides that "[f]or good cause shown the court may set aside an entry of default."
10. APM submits that good cause exists to set aside the entry of default in this case because:
  - a) The failure to file a proper Answer was not due to willful conduct, but rather due to Mrs. Pierce's excusable misunderstanding of legal requirements;
  - b) APM has acted promptly to remedy the situation by retaining counsel;
  - c) American Pharma has a meritorious defense to the claims asserted in the Complaint; and
  - d) Plaintiff will not be prejudiced by setting aside the default.
11. The interests of justice would be served by allowing APM to defend this action on the merits rather than through the imposition of a default judgment.

WHEREFORE, American Pharma Machinery, LLC respectfully requests that this Court:



- a) Reconsider its Order Granting Motion to Strike Answer for American Pharma Machinery, LLC, and Entry of Default dated September 30, 2025;
- b) Set aside the entry of default against American Pharma Machinery, LLC;
- c) Allow American Pharma Machinery, LLC to file an Answer through undersigned counsel; and
- d) Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/Ashaley Boatwright

Ashaley Boatwright, Esq.  
S.C. Bar No 104078  
Attorney for American Pharma Machinery,  
LLC  
Boatwright Legal, LLC  
4136 Clemson Blvd.,  
Anderson, SC 29621  
864-745-9758

Firewalker Hot Sauce Company 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 American Pharma Machinery, LLC's Motion to Reconsider this Court's Order dated September 30, 2025 was filed with the Court on October 8, 2025. After careful consideration of the materials filed and the arguments as heard on September 25, 2025, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded, and further finds no error of law or fact not appropriately considered. Therefore, Defendant's Motion to Reconsider, pursuant to Rule 52, SCRPC, is DENIED.

It is so Ordered.

**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 10/10/2025 .

Dorothy Pierce for Dorothy Pierce  
Dorothy Pierce for Dorothy Pierce  
Queen Dorothy Amolo  
Dorothy Alweny  
Dorothy Wells  
Doyle Elton Pierce Estate for Dorothy Pierce Personal Representative  
Dorothy Pierce Personal Representative for Doyle Elton Pierce Estate

**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:** Firewalker Hot Sauce Company Llc VS American Pharma Machinery  
Llc , defendant, et al  
**Case Number:** 2021CP3700149  
**Type:** Order/Electronic Form 4

So Ordered

William C. McMaster, III

Electronically signed on 2025-10-10 14:11:38 page 3 of 3



IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

---

# EXHIBIT W

## October 14, 2025 Firewalker Motion Package

Definitive Exhibit Volume pages 224-241

**Source document(s):**

20251014 01 Plaintiff Motion for Continuance of Trial(1).pdf  
20251014 02 Motion to Strike Amended Answer and Counterclaims.pdf  
20251014 02 Motion for Default Judgment Against Dorothy.pdf  
20251014 03A Motion for Default Judgment Against American Pharma.pdf

*Note: Includes continuance, motion to strike amended pleadings, individual default motion, and APM default motion.*

|                                             |   |                                    |
|---------------------------------------------|---|------------------------------------|
| STATE OF SOUTH CAROLINA                     | ) | IN THE COURT OF COMMON PLEAS       |
|                                             | ) |                                    |
| COUNTY OF OCONEE                            | ) | C.A. No. 2021-CP-37-00149          |
|                                             | ) |                                    |
| Firewalker Hot Sauce Company, LLC,          | ) |                                    |
|                                             | ) |                                    |
| Plaintiff,                                  | ) | <b>PLAINTIFF FIREWALKER HOT</b>    |
|                                             | ) | <b>SAUCE COMPANY, LLC'S MOTION</b> |
| v.                                          | ) | <b>FOR CONTINUANCE OF TRIAL</b>    |
|                                             | ) |                                    |
| American Pharma Machinery, LLC, Dorothy     | ) |                                    |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                                    |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                                    |
| Estate of Doyle Elton Pierce,               | ) |                                    |
|                                             | ) |                                    |
| Defendants.                                 | ) |                                    |

---

COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker"), by and through its undersigned counsel, pursuant to Rules 7(b), 40(b) and 40(i)(1) of the South Carolina Rules of Civil Procedure and hereby respectfully moves this Honorable Court for a continuance of the trial currently scheduled for October 27, 2025. This motion is made in good faith and not for the purpose of delay, but because good and sufficient cause exists to justify the continuance. In support of this Motion, Firewalker would show unto the Court the following:

### PROCEDURAL BACKGROUND

Firewalker commenced this action by filing a summons and complaint with this Court on February 23, 2021. On February 24, 2021, Firewalker filed an amended summons and amended complaint. Each Defendant, American Pharma Machinery, LLC ("American Pharma"), Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce ("Dorothy Pierce"), and the Estate of Doyle Elton Pierce (the "Estate") (collectively the "Defendants") was personally served with the amended summons and amended complaint on March 12, 2021, as shown by the affidavits of service filed with this Court on March 23, 2021. Defendants failed to answer, make an appearance or otherwise defend the above-case within the time prescribed by



the South Carolina Rules of Civil Procedure. As a result, Firewalker filed an affidavit of default with the Court on April 14, 2021.

While all Defendants were still in default, Dorothy Pierce, a *pro se* litigant, filed an affidavit/answer on behalf of American Pharma on April 23, 2021. That same day, Dorothy Pierce also filed answers and affirmative defenses on behalf of herself and as personal representative of the Estate of Doyle Elton Pierce.<sup>1</sup>

On July 15, 2021, Firewalker filed a Motion for Default Judgment against all Defendants. The hearing on that motion was rescheduled until after an appeal from Probate Court filed August 23, 2021, C.A. No. 2021CP3700560, was heard by this Court. Defendant Dorothy Pierce and Intervenor, Jared Adam Pierce, were parties to that appeal which addressed the validity of the Last Will and Testament of Doyle Elton Pierce. The Estate of Doyle Elton Pierce is a Defendant to this action. That appeal was subsequently appealed to the Court of Appeals, Appellate Case No. 2021-01552 and a stay was issued pending resolution. Subsequently the parties dismissed that appeal by agreement pursuant to Rule 260(b), SCACR. *See* Order from Court of Appeals dated February 25, 2025, filed with this Court on March 7, 2025.

On March 12, 2025, Firewalker moved this Court for an order striking American Pharma's answer and entering American Pharma's default upon the calendar based upon the grounds that Dorothy Pierce, a non-lawyer, may not represent American Pharma in these proceedings. Oral argument was held on September 25, 2025, before the Honorable William C. McMaster III. Judge McMaster granted Firewalker's motion to strike and entry of default by Order dated September 30, 2025.

---

<sup>1</sup> The South Carolina Supreme Court has made clear that a nonlawyer personal representative of an estate may not represent an estate in court because an estate is a distinct legal entity, and such conduct constitutes the unauthorized practice of law. *See Brown v. Coe*, 365 S.C. 137, 616 S.E.2d 705 (2005).

Two days prior to the hearing on Firewalker's motion to strike, Dorothy Pierce filed an amended answer, affirmative defenses and counterclaims against Firewalker and Firewalker's owner, Franco Donohue. Dorothy Pierce filed her amended answer and counterclaims on September 23, 2025, several years after filing her initial April 23, 2021, untimely answer/affidavit while still in default, and perhaps most importantly – all without prior leave having been granted by this Court. Additionally, Dorothy Pierce's counterclaim appears to seek to impose liability on Franco Donohue, an individual and owner of Firewalker. Mr. Donohue has not been individually involved in this lawsuit until being named as a party by Dorothy Pierce in her procedurally defective and improper counterclaim.<sup>2</sup>

Contemporaneously herewith, Firewalker has and/or will be filing: (a) a Motion to Strike Defendant Dorothy Pierce's amended answer and counterclaim; (b) a Motion for Default Judgment as against Defendant American Pharma, which is currently in default and has had its answer stricken from the record; and (c) a Motion for Default Judgment as against Dorothy Pierce.

### LEGAL ANALYSIS

Firewalker submits that good cause exists for a continuance of the trial in this matter. The Court has discretion to grant a continuance where good and sufficient cause is shown. Rule 40(i)(1). On September 23, 2025, Dorothy Pierce, proceeding *pro se*, filed a new pleading that asserts counterclaims against Firewalker and purports to add Mr. Donohue as an additional defendant to this action. This filing was made without leave of court and in direct contravention of the South Carolina Rules of Civil Procedure. Despite being in default and lacking permission

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<sup>2</sup> Although named in Dorothy Pierce's amended answer and counterclaims, Mr. Donahue does not appear to have been formerly or properly added to the record as a case party by the Clerk of Court.



to amend or file responsive pleadings, Dorothy Pierce, unilaterally attempted to reshape the litigation in a manner that is procedurally improper. *See* Rules 13, 15, 19 and 20, SCRCP.

As noted above, Firewalker is contemporaneously moving to strike this unauthorized and procedurally defective pleading. Regardless of the outcome of Firewalker's motion to strike, Dorothy Pierce's actions have created significant procedural uncertainty that must be resolved before this case can proceed to trial. The improper pleading has altered the procedural posture of the case, raised new substantive issues, and necessitated responsive motions and analysis – all of which require additional time and judicial attention.

Moreover, Dorothy Pierce has repeatedly filed defective and procedurally improper documents with this Court, including but not limited to filing answers on behalf of other named defendants without being licensed to practice law in this state, filing answers while in default, and filing pleadings such as her most recent amended answer and counterclaims without the required leave and all the while being in default. Such practices has caused confusion, delay and substantial prejudice to Firewalker's ability to prepare for trial in a fair and orderly manner.

In addition, Defendant American Pharma is currently in default and its pleadings have been stricken from the record. Firewalker submits that a ruling on its Motion or Default Judgment filed contemporaneously herewith, along with a damages hearing is necessary prior to the action being set for a jury trial.

Alternatively, in the event this Court finds good and sufficient cause to be lacking, the attempted joinder of Frank Donohue as a new third-party defendant independently requires a continuance under Rule 40(b), SCRCP. Rule 40(b) provides that “no action may be called for trial until 180 days after service of the last pleading which adds a new party to the action, unless all parties consent in writing.” *Id.* The additional 180-day period is dictated by Rule 40(b) which

provides a period of time to prepare the case. *See Beaufort v. Butler*, 316 S.C. 465, 451 S.E.2d 386 (1994) (“The [180] day period dictated by Rule 40(b)[ ], SCRCF is a procedural right which may be waived”).<sup>3</sup> To the extent this Court allows Dorothy Pierce to join Frank Donohue as an additional party, Firewalker expressly objects to trial being set for the week of October 27, 2025, and does not waive its procedural right under Rule 40(b), SCRCF.

### CONCLUSION

Based on the foregoing, Plaintiff Firewalker Hot Sauce Company, LLC, respectfully requests that this Court continue the trial of this matter currently scheduled for the week of October 27, 2025.

Respectfully submitted,

/s/Bryan P. Kelley

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*Attorney for Plaintiff*

October 14, 2025  
Greenville, South Carolina

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<sup>3</sup> Rule 40(b), SCRCF, was amended on May 3, 2007, to change the time from 120 days to 180 days.



|                                             |   |                                       |
|---------------------------------------------|---|---------------------------------------|
| <b>STATE OF SOUTH CAROLINA</b>              | ) | <b>IN THE COURT OF COMMON PLEAS</b>   |
|                                             | ) |                                       |
| <b>COUNTY OF OCONEE</b>                     | ) | <b>C.A. No. 2021-CP-37-00149</b>      |
|                                             | ) |                                       |
| Firewalker Hot Sauce Company, LLC,          | ) |                                       |
|                                             | ) |                                       |
| Plaintiff,                                  | ) | <b>PLAINTIFF FIREWALKER HOT</b>       |
|                                             | ) | <b>SAUCE COMPANY, LLC'S MOTION TO</b> |
| v.                                          | ) | <b>STRIKE</b>                         |
|                                             | ) |                                       |
| American Pharma Machinery, LLC, Dorothy     | ) |                                       |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                                       |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                                       |
| Estate of Doyle Elton Pierce,               | ) |                                       |
|                                             | ) |                                       |
| Defendants.                                 | ) |                                       |
|                                             | ) |                                       |

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COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker"), by and through its undersigned counsel, pursuant to Rules 7(b), 12(f), 13, 15, 19 and 20 of the South Carolina Rules of Civil Procedure and hereby respectfully moves this Honorable Court for an Order striking Defendant Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce's ("Dorothy Pierce") Amended Answer, Affirmative Defenses, and Counterclaims filed on September 23, 2025. In support of this Motion, Firewalker would show unto the Court the following:

### **PROCEDURAL BACKGROUND**

On March 12, 2025, Firewalker moved this Court for an Order striking Defendant American Pharma Machinery, LLC's ("American Pharma") Answer and entering default against American Pharma on the grounds that Dorothy Pierce, a non-lawyer, may not represent the company in these proceedings. On September 25, 2025, the Honorable William C. McMaster III heard oral arguments on Firewalker's Motion to Strike and granted the Motion by Order dated September 30, 2025. The Court also entered default against American Pharma.

Two days prior to the hearing on Firewalker's Motion to Strike, Dorothy Pierce, proceeding *pro se*, filed an Amended Answer, Affirmative Defenses and Counterclaims against Firewalker and its owner, Franco Donohue, without obtaining leave of Court. Dorothy Pierce's Amended Answer and Counterclaims were filed several years after her initial untimely Answer on April 23, 2021, and while she remained in default. The Amended Answer and Counterclaims purport to add Franco Donohue, an individual and owner of Firewalker, as a party to this action. However, Dorothy Pierce never sought leave to add Mr. Donohue, nor has he been properly added to the record as a party by the Court.

Due to Dorothy Pierce's blatant disregard to the South Carolina Rules of Civil Procedure, which are intended to ensure fairness, efficiency, and orderly litigation, Firewalker moves to strike the Amended Answer and Counterclaims filed by Dorothy Pierce on September 23, 2025.

### LEGAL ANALYSIS

Rule 12(f), of the South Carolina Rules of Civil Procedure, provides that by motion or "upon the court's own initiative, at any time the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter." Rule 12(f), SCRPC.

Pursuant to Rule 15(a) of the South Carolina Rules of Civil Procedure, a party may amend his pleadings before or within 30 days after a pleading is served or "a party may amend his pleading *only* by leave of court or by written consent of the adverse party..." Rule 15(a), SCRPC (emphasis added). Dorothy Pierce failed to obtain leave of Court or Firewalker's consent before filing her September 25, 2025 Amended Answer and Counterclaim. Dorothy Pierce's September 23, 2025, filing is also procedurally improper under Rule 13 of the South Carolina Rules of Civil Procedure, as she is in default and lacks standing to assert counterclaims.



A party in default may not file responsive pleadings or counterclaims without first seeking relief from default.

Furthermore, Dorothy Pierce's attempt to assert counterclaims against Firewalker and Franco Donohue does not comply with Rule 13(f) as no leave of Court has been priorly given. *See Whitefield Const. v. Bank of Tokyo Trust*, 338 S.C. 207, 224 n. 25, 525 S.E.2d 888, 897 n. 25 (Ct. App. 1999) (Rule 13(f) and Rule 15 should be read together.). In addition, Dorothy Pierce's attempt to add Franco Donohue is procedurally improper as she has not complied with Rules 13(h), 15, 19 or 20. Firewalker is informed and believes that the Court has not formally added Mr. Donohue as a party to the record.

Simply put, Dorothy Pierce's filings represent a flagrant and egregious violation of the South Carolina Rules of Civil Procedure, demonstrating a complete and willful disregard to the foundational principles of orderly, fair and lawful litigation. In fact, a quick glance at the record shows that such conduct has not been merely a procedural misstep but rather a continuation of serious degradation to the judicial process itself, undermining the integrity of the court's authority, obstructing the efficient administration of justice, and severely prejudicing Firewalker's ability to fairly litigate the claims at issue. This level of procedural abuse cannot be overlooked and warrants immediate corrective action by the Court through the striking of Dorothy Pierce's September 23, 2025, Amended Answer and Counterclaims.

### CONCLUSION

Based on the foregoing, Plaintiff Firewalker Hot Sauce Company, LLC, respectfully requests that this Court strike Defendant Dorothy Pierce's Amended Answer, Affirmative Defenses, and Counterclaims in their entirety; deny Dorothy Pierce's attempt to add Franco Donohue as a party to this action; award Firewalker its reasonable attorneys' fees and costs

incurred in bringing this Motion; and grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/Bryan P. Kelley

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*Attorney for Plaintiff*

October 14, 2025

Greenville, South Carolina



|                                             |   |                                       |
|---------------------------------------------|---|---------------------------------------|
| STATE OF SOUTH CAROLINA                     | ) | IN THE COURT OF COMMON PLEAS          |
|                                             | ) |                                       |
| COUNTY OF OCONEE                            | ) | C.A. No. 2021-CP-37-00149             |
| Firewalker Hot Sauce Company, LLC,          | ) |                                       |
|                                             | ) | <b>PLAINTIFF'S MOTION FOR DEFAULT</b> |
| Plaintiff,                                  | ) | <b>JUDGMENT AS AGAINST DEFENDANT</b>  |
|                                             | ) | <b>DOROTHY PIERCE</b>                 |
| v.                                          | ) |                                       |
|                                             | ) |                                       |
| American Pharma Machinery, LLC, Dorothy     | ) | <b>(Hearing Requested)</b>            |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                                       |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                                       |
| Estate of Doyle Elton Pierce,               | ) |                                       |
|                                             | ) |                                       |
| Defendants.                                 | ) |                                       |
|                                             | ) |                                       |

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COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker"), by and through its undersigned counsel, and hereby moves this Court for an Order formally entering Defendant Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce's ("Dorothy Pierce") for an Order of Default Judgment pursuant to Rule 55(b) of the South Carolina Rules of Civil Procedure. The grounds for this Motion are as follows:

1. Dorothy Pierce has been in Default since at least April 12, 2021. *See* Affidavit of Alan G. Jones, Default as to All Defendants, filed on April 14, 2021.
2. Rule 55(a), provides that "[w]hen a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules and the fact is made to appear by affidavit or otherwise, the clerk shall enter his default upon the calendar." Rule 55(a), SCRPC.
3. Firewalker has complied with this Rule by filing the aforementioned Affidavit of Alan G. Jones.
4. After said Affidavit was filed, Dorothy Pierce filed a pro se Notice of Appearance and Answer on April 23, 2021, without leave of Court having first been granted.

5. On July 15, 2021, Firewalker moved for default judgment as against all Defendants on the grounds that Defendants Answers were untimely and default judgment was proper.<sup>1</sup>

6. Despite being in default, Dorothy Pierce has proceeded to submit pleadings and other documents to this Court, without leave having first been granted.

7. As of the filing of this instant Motion, Dorothy Pierce has not moved to set aside her Default and upon information and belief remains in Default.

8. Firewalker hereby respectfully renews its Motion for Default Judgment filed with this Court on July 15, 2021, as against Dorothy Pierce.<sup>2</sup>

Based on the foregoing, Plaintiff Firewalker Hot Sauce Company, LLC, respectfully requests that the Court Enter Default Judgment as against Defendant Dorothy Pierce and that this Court schedule a hearing to determine the amount of damages Plaintiff is entitled pursuant to said default judgment.

*(Signature page to follow)*

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<sup>1</sup> The hearing on that motion was rescheduled until after an appeal from Probate Court filed August 23, 2021, C.A. No. 2021CP3700560, was heard by this Court. Defendant Dorothy Pierce and Intervenor, Jared Adam Pierce, were parties to that appeal which addressed the validity of the Last Will and Testament of Doyle Elton Pierce. That appeal was subsequently appealed to the Court of Appeals, Appellate Case No. 2021-01552 and a stay was issued pending resolution. The stay remained in effect until issuance of the remittitur in that appellate proceeding.

<sup>2</sup> Contemporaneously herewith, Firewalker is also moving for Default Judgment as against American Pharma, through a separate Motion.



Respectfully submitted,

/s/Bryan P. Kelley

---

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*Attorney for Plaintiff*

October 14, 2025  
Greenville, South Carolina

|                                             |   |                                     |
|---------------------------------------------|---|-------------------------------------|
| <b>STATE OF SOUTH CAROLINA</b>              | ) | <b>IN THE COURT OF COMMON PLEAS</b> |
|                                             | ) |                                     |
| <b>COUNTY OF OCONEE</b>                     | ) | <b>C.A. No. 2021-CP-37-00149</b>    |
|                                             | ) |                                     |
| Firewalker Hot Sauce Company, LLC,          | ) |                                     |
|                                             | ) | <b>MOTION FOR DEFAULT JUDGMENT</b>  |
| Plaintiff,                                  | ) | <b>AS AGAINST AMERICAN PHARMA</b>   |
|                                             | ) | <b>MACHINERY, LLC</b>               |
| v.                                          | ) |                                     |
|                                             | ) |                                     |
| American Pharma Machinery, LLC, Dorothy     | ) | <b>(Hearing Requested)</b>          |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                                     |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                                     |
| Estate of Doyle Elton Pierce,               | ) |                                     |
|                                             | ) |                                     |
| Defendants.                                 | ) |                                     |
|                                             | ) |                                     |

---

COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC (“Firewalker”), by and through its undersigned counsel, and hereby moves this Court for an Order of Default Judgment pursuant to Rule 55(b) of the South Carolina Rules of Civil Procedure on the grounds that Defendant American Pharma Machinery, LLC (“American Pharma”) has failed to plead or otherwise defend the above action as provided by the South Carolina Rules of Civil Procedure, and the Court has entered its default upon the calendar. Firewalker would further respectfully request that the Court schedule a hearing to determine the amount of damages to which it is entitled, including actual damages, consequential damages, punitive damages, treble damages, interest and attorney’s fees as a result of American Pharma’s wrongful conduct. This Motion is based upon the pleadings in the record, such supporting memoranda and affidavits as may be filed in connection herewith at a future date, and for the reasons set forth below.

### INTRODUCTION

This action arises out of Defendants involvement in a fraudulent and unfair scheme to deprive Firewalker of its rightful funds and property. Specifically, Defendants engaged in deceptive practices by delivering a damaged and incorrect machine to Firewalker, despite



receiving full payment for a specialized piece of equipment necessary for Firewalker's business operations. Firewalker filed this action to recover its stolen funds, consequential damages and other losses caused by Defendants' duplicitous conduct.

Although Defendants were properly served with the Amended Summons and Amended Complaint, each Defendant failed to timely answer or otherwise respond within the time prescribed by law. Subsequently, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce ("Dorothy Pierce"), a non-lawyer, filed an untimely answer on behalf of American Pharma. As a result, Firewalker moved this Court for an Order striking the answer filed by Dorothy Pierce on behalf of American Pharma from the record. Accordingly, the Court has stricken America Pharma's answer and has entered default as to American Pharma, thus making a default judgment appropriate.

### **FACTUAL AND PROCEDURAL HISTORY**

The comprehensive facts of American Pharma's dishonest acts are alleged in detail in Firewalker's Amended Complaint and are not necessary for the purposes of this Motion.

On February 24, 2021, Firewalker filed its Amended Complaint. American Pharma was properly served with the Amended Summons and Amended Complaint on March 12, 2021, as shown on the Affidavit of Service filed with the Court on March 23, 2021. On or about April 23, 2021, while still in default, Dorothy Pierce, filed and served an Answer on behalf of American Pharma and a Pro Se Notice of Appearance, as shown by the document on file with the Court. Notwithstanding the fact American Pharma was in default when Dorothy Pierce filed and served an Answer on its behalf. Dorothy Pierce is a non-lawyer.<sup>1</sup>

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<sup>1</sup> On July 15, 2021, Firewalker filed a Motion for Default Judgment against all Defendants. The hearing on that motion was rescheduled until after an appeal from Probate Court filed August 23, 2021, C.A. No. 2021CP3700560, was heard by this Court. Defendant Dorothy Pierce and

On March 12, 2025, Firewalker filed a motion to strike American Pharma's answer from the record and requested that American Pharma's default be entered on the calendar. Oral Argument was heard before the Honorable William C. McMaster III on September 25, 2025. By Order dated September 30, 2025, this Court granted Firewalker's Motion to Strike American Pharma's answer from the record and further held that American Pharma is in default. On October 8, 2025, American Pharma, filed a motion to reconsider the court's striking the pleadings and entering default, characterizing the motion as one to set aside an entry of default. Judge McMaster denied American Pharma's motion by Order dated October 10, 2025. American Pharma, as a limited liability company, is not a minor, an incompetent, or an individual entitled to protection under the Serve Members Civil Relief Act, 50 U.S.C. §§ 3901 – 4043.

### **DISCUSSION**

Firewalker has suffered a loss in excess of \$16,000.00 as a result of American Pharma's fraudulent, unfair and deceptive acts. Firewalker has asserted the following causes of action against American Pharma: (a) Breach of Contract under the South Carolina Uniform Commercial Code; (b) Breach of Express Warranty, (c) Fraud, (d) Violation of the South Carolina Unfair Trade Practices Act, (e) Breach of Implied Warranty of Merchantability, and (f) Breach of Implied Warranty of Fitness for a Particular Purpose.<sup>2</sup> In addition to its actual damages (i.e., \$16,000), consequential damages and pre-judgment interest, Firewalker's Amended Complaint

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Intervenor, Jared Adam Pierce, were parties to that appeal which addressed the validity of the Last Will and Testament of Doyle Elton Pierce. The Estate of Doyle Elton Pierce is a Defendant to this action. That appeal was subsequently appealed to the Court of Appeals, Appellate Case No. 2021-01552 and a stay was issued pending resolution. The stay remained in effect until issuance of the remittitur in that appellate proceeding.

<sup>2</sup> Firewalker has also brought an Alter-Ego/Veil Piercing cause of action against Dorothy Pierce and the Estate of Doyle Elton Pierce.



also seeks punitive damages and attorney's fees under its fraud cause of action, along with attorney's fees and having the amount trebled in accordance with S.C. Code Ann. § 39-5-140 (SCUPTA).

Default judgment against American Pharma is appropriate at this time.<sup>3</sup> Under the South Carolina Rules of Civil Procedure, "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend...and that fact is made to appear by affidavit or otherwise, the clerk shall enter his default upon the calendar." Rule 55(a), SCRPC. As noted above, Firewalker has complied with this portion of the rule. Because the amount in controversy is not liquidated or a sum certain, and Firewalker seeks punitive damages and attorney's fees, it is necessary for the court to take an account or to determine the full amount of damages. Rule 55(b)(2), SCRPC. As such, a hearing on Firewalker's damages is necessary to determine the amount Firewalker is entitled to by judgment by default as against American Pharma.

### CONCLUSION

Based on the foregoing, Plaintiff Firewalker Hot Sauce Company, LLC, respectfully requests an entry of default judgment against Defendant American Pharma Machinery, LLC and that this Court schedule a hearing to determine the amount of damages Plaintiff is entitled pursuant to said default judgment.

*(Signature page to follow)*

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<sup>3</sup> See also Rule 54(b), SCRPC (allowing the court to enter final judgment as to fewer than all parties upon express determination that there is no just reason for delay.) While the *Frow* doctrine, generally cautions against entering default judgment against one defendant involving multiple defendants alleged to be jointly liable, such caution is not of concern to the case at Bar. *Frow v. De La Vega*, 82 U.S. 552 (1872). Here, Dorothy Pierce and the Estate of Doyle Elton Pierce are not jointly liable in the traditional sense but are alleged to be derivatively liable under veil piercing and alter ego theories. The underlying damages Firewalker has suffered remain the same regardless of whether the corporate veil is ultimately pierced. Accordingly, a default judgment as to damages against American Pharma will not result in inconsistent obligations and will not prejudice the remaining Defendants.

Respectfully submitted,

/s/Bryan P. Kelley

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*Attorney for Plaintiff*

October 14, 2025

Greenville, South Carolina



IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

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**EXHIBIT X**

**October 17, 2025 Continuance Order - Text Grants Relief; Signature  
Page States "order denied"**

Definitive Exhibit Volume pages 242-246

**Source document(s):**

20251017 Conflicting Continuance Order - Text Grants but Signature Page Says  
Denied(1).pdf

|                                             |   |                                     |
|---------------------------------------------|---|-------------------------------------|
| <b>STATE OF SOUTH CAROLINA</b>              | ) | <b>IN THE COURT OF COMMON PLEAS</b> |
|                                             | ) |                                     |
| <b>COUNTY OF OCONEE</b>                     | ) | <b>C.A. No. 2021-CP-37-00149</b>    |
|                                             | ) |                                     |
| Firewalker Hot Sauce Company, LLC,          | ) |                                     |
|                                             | ) |                                     |
| Plaintiff,                                  | ) |                                     |
|                                             | ) | <b>ORDER FOR CONTINUANCE</b>        |
| v.                                          | ) |                                     |
|                                             | ) |                                     |
| American Pharma Machinery, LLC, Dorothy     | ) |                                     |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                                     |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                                     |
| Estate of Doyle Elton Pierce,               | ) |                                     |
|                                             | ) |                                     |
| Defendants.                                 | ) |                                     |
|                                             | ) |                                     |

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THIS MATTER comes before the Court on the Motion of Plaintiff Firewalker Hot Sauce Company, LLC for an Order continuing the trial of this case currently scheduled for the week of October 27, 2025. Upon consideration of the Motion and the record in this case, the Court find that good and sufficient cause exists to grant the requested continuance.

#### **FINDINGS OF FACT**

1. Plaintiff initiated this action by filing a Summons and Complaint on February 23, 2021, and subsequently filed an Amended Summons and Complaint on February 24, 2021.
2. Defendants were served with the Amended Summons and Complaint on March 12, 2021, as evidenced by the affidavits of services filed with this Court on March 23, 2021.
3. Defendants failed to answer, make an appearance or otherwise defend within the time prescribed by the South Carolina Rules of Civil Procedure, resulting in Plaintiff filing an Affidavit of Default on April 14, 2021.
4. On April 23, 2021, Defendant Dorothy Pierce, filed answers and affirmative defenses on behalf of all of the Defendants, without prior leave of this Court.



5. On September 23, 2025, Defendant Dorothy Pierce, proceeding *pro se*, filed an amended answer, affirmative defenses and counterclaims, again without prior leave of this Court, in contravention of the South Carolina Rules of Civil Procedure.

6. The amended answer, affirmative defenses and counterclaims filed by Defendant Dorothy Pierce purport to name Franco Donohue, the owner of Plaintiff Firewalker Hot Sauce Company, LLC, as a new third-party defendant, despite Mr. Donohue never having been a party to this action prior to the filing of the amended answer and counterclaims.

7. The Court finds that the filing of the amended answer and counterclaims by Defendant Dorothy Pierce has created significant procedural uncertainty, raised new substantive issues, and necessitated additional motions and analysis, which require further time and judicial consideration.

8. The Court further finds that Defendant Dorothy Pierce's actions, including the filing of procedurally improper documents, have caused confusion and delay, thereby prejudicing Plaintiff's ability to prepare for trial in a fair and orderly manner.

9. The Court also notes that it has stricken Defendant American Pharma Machinery, LLC's answer and entered its default by Order dated September 30, 2025. Plaintiff has several motions pending before the Court, including a motion for default judgment against Defendant American Pharma, that will need to be heard prior to the action being set for trial.

### CONCLUSIONS OF LAW

1. Rule 40(i)(1) of the South Carolina Rules of Civil Procedure grants the Court discretion to continue a trial upon a showing of good and sufficient cause.

2. The Court finds that good and sufficient cause exists to grant Plaintiff's Motion for Continuance, as the procedural posture of this case has been significantly altered by the

actions of Defendant Dorothy Pierce, and additional time is required to resolve the resulting issues.

3. The Court further finds that the purported joinder of Franco Donohue as a new-third-party defendant, without proper leave of Court, is procedurally improper and requires resolution of that issue as well before trial of this action may be had.

4. Alternatively, should this Court allow the joinder of Franco Donohue as a new third-party defendant following any hearing on Plaintiff's pending Motion to Strike the Amended Answer and Counterclaims filed by Defendant Dorothy Pierce, Rule 40(b) of the south Carolina Rules of Civil Procedure mandates that no action may be called for trial until 180 days after service of the last pleading which adds a new party, unless all parties consent in writing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Firewalker Hot Sauce Company, LLC's Motion for Continuance is hereby GRANTED.

IT IS FURTHER ORDERED that the trial of this matter, currently scheduled for the week of October 27, 2025, is continued to a later date to be determined by the Court.

AND IT IS SO ORDERED.

**ELECTRONIC SIGNATURE PAGE FOLLOWING**  
[South Carolina Electronic Filing Policies and Guidelines § 6(a)]





Oconee Common Pleas

**Case Caption:** Firewalker Hot Sauce Company Llc VS American Pharma Machinery  
Llc , defendant, et al  
**Case Number:** 2021CP3700149  
**Type:** Order/Continuance

order denied

s/R.Lawton McIntosh

Electronically signed on 2025-10-17 15:40:38 page 4 of 4

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

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**EXHIBIT Y**

**October 21, 2025 Appellant Motion to Remove Case from Trial Docket  
and for Continuance**

Definitive Exhibit Volume pages 247-253

**Source document(s):**

20251021 Motion to Remove from Trial Docket and for Continuance - Filed Copy(1).pdf



STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

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

IN THE COURT OF COMMON PLEAS  
10TH JUDICIAL CIRCUIT

2025 OCT 21 P 3:55

CASE NO.: 2021 -CP-37- 00149

FIRE WALKER HOT SAUCE LLC

Plaintiff,

vs.

American Pharma Machinery, Dorothy Pierce  
and, The Estate of Doyle Elton Pierce

Defendant.

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                     |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Plaintiff's Attorney:<br>_____, Bar No. _____<br>Address: _____<br>Phone: _____ Fax _____<br>E-mail: _____ Other: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Defendant's Attorney:<br>DOROTHY PIERCE, Bar No. _____<br>Address: _____<br>750 Mourning dove ln, seneca sc 29678<br>Phone: 8643243247 Fax _____<br>E-mail: dorotheypierce84@gmail.com Other: _____ |  |
| <input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)<br><input checked="" type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)<br><input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                     |  |
| <b>SECTION I: Hearing Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                     |  |
| Nature of Motion: Continuance<br>Estimated Time Needed: _____ Court Reporter Needed: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                                                                                                     |  |
| <b>SECTION II: Motion/Order Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                     |  |
| <input checked="" type="checkbox"/> Written motion attached<br><input type="checkbox"/> Form Motion/Order<br>I hereby move for relief or action by the court as set forth in the attached proposed order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                     |  |
| Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 10-21-2025<br>Date submitted                                                                                                                                                                        |  |
| <b>SECTION III: Motion Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                     |  |
| <input checked="" type="checkbox"/> PAID - AMOUNT: \$ _____<br><input type="checkbox"/> EXEMPT: (check reason) <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support<br><input type="checkbox"/> Domestic Abuse or Abuse and Neglect<br><input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party<br><input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief<br><input type="checkbox"/> Motion for Stay in Bankruptcy<br><input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)<br><input type="checkbox"/> Proposed order submitted at request of the court; or,<br>reduced to writing from motion made in open court per judge's instructions<br>Name of Court Reporter: _____<br><input type="checkbox"/> Other: _____ |  |                                                                                                                                                                                                     |  |
| <b>JUDGE'S SECTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                     |  |
| <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order.<br><input type="checkbox"/> Other: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | JUDGE CODE _____<br>Date: _____                                                                                                                                                                     |  |
| <b>CLERK'S VERIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                     |  |
| Collected by: <u>AW</u> Date Filed: <u>25<sup>th</sup> cash</u><br><input type="checkbox"/> MOTION FEE COLLECTED: \$ _____<br><input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                     |  |

FILED OCONEE COUNTY, SC  
MELISSA C. BURTON  
CLERK OF COURT  
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SCCA 233 (11/2003)



|                                                     |   |                              |
|-----------------------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA                             | ) | IN THE COURT OF COMMON PLEAS |
|                                                     | ) |                              |
| COUNTY OF OCONEE                                    | ) | TENTH JUDICIAL CIRCUIT       |
|                                                     | ) |                              |
| <b>Firewalker Hot Sauce Company ,LLC</b>            | ) | CASE NO.: 2021-CP-37-00149   |
| <b>Plaintiff</b>                                    | ) |                              |
|                                                     | ) |                              |
| <b>-vs-</b>                                         | ) |                              |
| <b>American Pharma Machinery, Dorothy</b>           | ) |                              |
| <b>Pierce and, The Estate of Doyle Elton Pierce</b> | ) |                              |
|                                                     | ) |                              |
| <b>Defendants</b>                                   | ) |                              |

FILED OCONEE COUNTY, SC  
MELISSA C. BURTON  
CLERK OF COURT  
2025 OCT 21 P 3:55

**MOTION BY DEFENDANT AND COUNTER-PLAINTIFF TO REMOVE CASE FROM  
OCTOBER 25, 2025, TRIAL DOCKET AND FOR CONTINUANCE**

COMES NOW the Defendant and counter-Plaintiff, **Dorothy Pierce**, appearing *pro se*, and respectfully moves this Honorable Court for an Order removing the above-captioned matter from the October 25, 2025, trial docket and granting a continuance to a later term of court.

This motion is based upon the following grounds and supporting facts:

**I. PROCEDURAL BACKGROUND**

1. This matter was originally filed in **2021** and remained in **abeyance** for several years. It was only **reactivated around March 2025**.
2. Since reactivation, **no discovery has been conducted, no depositions have been taken, and no mediation has occurred.**
3. To date, **only the first Motion to Strike** has been filed by Defendant and Counter-Plaintiff. The case is therefore **just now entering the discovery phase** and is not procedurally ready for trial.
4. No response to counterclaims has been filed or served, and pre-trial procedures remain outstanding. Proceeding to trial at this time would be premature and prejudicial.

## II. LACK OF PROPER TRIAL NOTICE

4. Defendant **never received written or personal notice** of any jury trial scheduled for **October 25, 2025**, as required under the South Carolina Rules of Civil Procedure.
  5. The undersigned learned of this alleged trial setting only after departing the United States, and no proper notice was served by mail or otherwise.
- 

## III. BACKGROUND AND TRAVEL CONTEXT

6. Defendant had **pre-scheduled political and public obligations in Uganda**, with a confirmed flight for September 1, 2025. Anticipating this, Defendant filed a **Motion for Protection**, seeking leave to appear virtually for any hearings between **September 1, 2025, and January 30, 2026**. The Court denied this request.
  7. After that denial, Defendant remained in the United States to attend and participate in multiple hearings before this Honorable Court on **September 25, 2025**, ensuring that all pending matters were addressed before travel.
  8. Defendant departed the United States on **October 5, 2025**, after receiving no notice of any scheduled jury trial.
  9. Upon arrival in Uganda, Defendant traveled to her home constituency in **Oyam South**, where she participated in a major homecoming event on **October 18, 2025**, attended by over 20,000 people.
  10. Defendant is further scheduled for nomination to **Parliament for Oyam South Constituency on October 22, 2025**. Preparation for this national event requires extensive documentation, community engagement, and compliance verification, leaving no realistic ability to prepare for or attend a trial in the same period.
- 

## IV. IMPOSSIBILITY OF ATTENDANCE OR PREPARATION

11. The trial scheduled for **October 25, 2025** would require Defendant's personal presence in Oconee County, South Carolina.
  - a) Travel from Oyam District to Entebbe International Airport covers over **400 kilometers by road**, consuming a full day.
  - b) The subsequent **multi-leg international flight** to South Carolina requires approximately **40 hours of continuous travel**.



12. It is therefore **logistically and physically impossible** for Defendant to appear or participate meaningfully in a trial at this time.
- 

#### **V. FAIRNESS AND JUDICIAL ECONOMY**

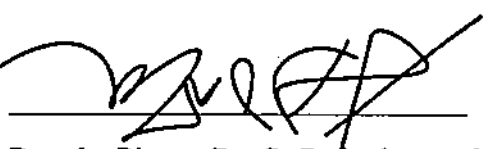
13. Proceeding to trial without completion of discovery, mediation, or adequate notice would deprive Defendant of a fair opportunity to prepare and defend.
14. Removing the case from the October 25 docket and continuing it to a later term—after January 2026—would promote **judicial efficiency, fairness, and due process** for all parties.
- 

#### **VI. RELIEF REQUESTED**

WHEREFORE, Defendant **Dorothy Pierce** respectfully prays that this Honorable Court:

1. **Remove** the above-captioned matter from the **October 25, 2025, trial docket**;
  2. **Grant a continuance** of the trial to a date **after January 30, 2026**, to allow adequate discovery, mediation, and pre-trial preparation; and
  3. Grant such **other and further relief** as the Court deems just and proper.
- 

Respectfully submitted this 21st day of October, 2025.



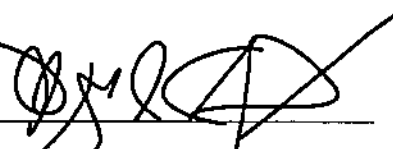
Dorothy Pierce, *Pro Se Defendant and counter Plaintiff*  
750 Mourning Dove Lane  
Seneca, SC 29678  
Email: [dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)  
Tel: 864-324-3247

### CERTIFICATE OF SERVICE

I hereby certify that on this October 21, 2025, I have served a copy of the foregoing **MOTION BY DEFENDANT AND COUNTER-PLAINTIFF TO REMOVE CASE FROM OCTOBER 25, 2025, TRIAL DOCKET AND FOR CONTINUANCE** upon counsel of record for Plaintiff by depositing same in the email addressed as follows:

Bradley Kelley  
Elmore Goldsmith Kelley & deHoll, P.A.  
55 Beattie Place, Suite 1050  
P.O. Box 1887  
Greenville, SC 29602

FILED OCONEE COUNTY, SC  
MELISSA C. BURTON  
CLERK OF COURT  
2025 OCT 21 P 3:55

  
\_\_\_\_\_  
Dorothy Pierce, *Defendnt, Pro Se*

750 Mourning Dove Lane  
Seneca, SC 29678  
Tel: (864) 324-3247  
Email: dorothispierce84@gmail.com



**IN THE COURT OF APPEALS OF SOUTH CAROLINA**

Appellate Case No. 2026-000480

---

**EXHIBIT Z**

**October 23, 2025 Firewalker Renewed Motion for Continuance**

Definitive Exhibit Volume pages 254-258

**Source document(s):**

20251023 Plaintiff Renewed Motion for Continuance(1).pdf

|                                             |   |                                 |
|---------------------------------------------|---|---------------------------------|
| STATE OF SOUTH CAROLINA                     | ) | IN THE COURT OF COMMON PLEAS    |
|                                             | ) |                                 |
| COUNTY OF OCONEE                            | ) | C.A. No. 2021-CP-37-00149       |
|                                             | ) |                                 |
| Firewalker Hot Sauce Company, LLC,          | ) |                                 |
|                                             | ) |                                 |
| Plaintiff,                                  | ) | <b>PLAINTIFF FIREWALKER HOT</b> |
|                                             | ) | <b>SAUCE COMPANY, LLC'S</b>     |
| v.                                          | ) | <b>RENEWED MOTION FOR</b>       |
|                                             | ) | <b>CONTINUANCE OF TRIAL</b>     |
|                                             | ) |                                 |
| American Pharma Machinery, LLC, Dorothy     | ) |                                 |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                                 |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                                 |
| Estate of Doyle Elton Pierce,               | ) |                                 |
|                                             | ) |                                 |
| Defendants.                                 | ) |                                 |
|                                             | ) |                                 |

---

COMES NOW Plaintiff Firewalker Hot Sauce Company, LLC (“Firewalker”), by and through its undersigned counsel, pursuant to Rules 7(b), 40(b) and 40(i)(1) of the South Carolina Rules of Civil Procedure and hereby respectfully moves this Honorable Court for a continuance of the trial currently scheduled for October 27, 2025. This motion is made in good faith and not for the purpose of delay, but because good and sufficient cause exists to justify the continuance. In support of this Motion, Firewalker would show unto the Court the following:

### PROCEDURAL BACKGROUND

Firewalker commenced this action by filing a summons and complaint with this Court on February 23, 2021. On July 15, 2021, Firewalker filed a Motion for Default Judgment against all Defendants. Following a hearing on that Motion and others on August 30, 2021, the Honorable J. Cordell Maddox Jr. issued a Form 4 Order providing that “Plaintiff’s Motion for Default Judgment is rescheduled to a term after the hearing on defendant Dorothy Pierce’s appeal from the Probate Court.” (See **Exhibit A**).

The specific substance of the issues of the appeal referenced in Judge Maddox’s Order is unknown to Firewalker. Nonetheless, the appeal remained pending until February 25, 2025,



when it was dismissed by agreement of the parties involved. Firewalker was first notified of the dismissal by notice filed in this action on March 7, 2025.

Five days later, on March 12, 2025, Firewalker filed a separate Motion for Entry of Default as to Defendant American Pharma Machinery, LLC (“American Pharma”) only. Although initially set for hearing on April 24, 2025, Firewalker’s Motion was not heard by the Court until September 25, 2025 due to the court’s cancelation of the April 24 term.

This matter appeared on the jury trial roster the following day on September 26, 2025. An Order granting Firewalker’s 2025 Motion was entered September 30, 2025, which entered default against American Pharma.

Along with Firewalker’s initial 2021 Motion for Default Judgment, a number of other Motions remain pending: on October 14, 2025, Firewalker renewed its Motion for Entry of Default as to the remaining Defendants, moved to strike additional amended pleadings by the Defendants filed without leave to amend, and moved for a damages hearing as to American Pharma. Contemporaneous with those motions was an earlier Motion for Continuance of Trial, which this Court denied on October 17, 2025.

## LEGAL ANALYSIS

Firewalker submits that good cause exists for a continuance of the trial in this matter. The Court has discretion to grant a continuance where good and sufficient cause is shown. Rule 40(i)(1). Through no fault of its own, Firewalker was forced to sideline its legal claims against the remaining Defendants and wait for the wheels of justice to turn in the Court of Appeals for nearly four years. After the appellate process concluded, Firewalker immediately took action to proceed on its claims against American Pharma. It then waited six months for a hearing.

After entry of default was obtained against American Pharma, Firewalker acted expeditiously to renew its Motion for Entry of Default as to the remaining Defendants (which has been pending since 2021). Firewalker has not conducted discovery with the remaining Defendants as those Defendants are in default, therefore discovery is unnecessary. Firewalker is now asked to carry its burden of proof before a jury without a ruling on its pending Motions and without the benefit of discovery.

Firewalker's claims against the remaining Defendants include, *inter alia*, causes of action for fraud and piercing the corporate veil of American Pharma. Firewalker would be unfairly prejudiced if it is required to prove these claims to the jury without the benefit of discovery and without a ruling on its pending Motion(s) for Default Judgment.

In addition, Firewalker respectfully submits that a continuance of the trial would serve the interests of judicial economy, as a ruling in its favor on its pending motions would eliminate the need for the jury's time and attention to this matter.

### CONCLUSION

Based on the foregoing, Plaintiff Firewalker Hot Sauce Company, LLC, respectfully requests that this Court continue the trial of this matter currently scheduled for the week of October 27, 2025. The Plaintiff respectfully requests that the court grant a continuance of the Trial until a later term of court.

THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE ATTACHED.



Respectfully submitted,

/s/Bryan P. Kelley

Bryan P. Kelley (S.C. Bar No. 76062)

H. Drennan Quattlebaum (S.C. Bar No. 106418)

Elmore Goldsmith Kelley & deHoll, P.A.

19 Blair Street (29607)

Post Office Box 1887

Greenville, South Carolina 29602

Telephone: (864) 255-9500

Facsimile: (864) 255-9505

bkelley@elmoregoldsmith.com

dquattlebaum@elmoregoldsmith.com

*Attorney for Plaintiff*

October 23, 2025

Greenville, South Carolina

**IN THE COURT OF APPEALS OF SOUTH CAROLINA**

Appellate Case No. 2026-000480

---

**EXHIBIT AA**

**October 24, 2025 Order Addressing/Denying Continuance Motions**

Definitive Exhibit Volume pages 259-261

**Source document(s):**

20251024 Order Denying Continuance Motions - E-Filed Copy(1).pdf



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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-37-00149

FIREWALKER HOT SAUCE COMPANY 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**

Ms. Pierce requested a continuance on October 21, 2025 and Firewater Hot Sauce Company LLC. requested a continuance on October 23, 2025. Ms. Pierce stated she is out of the country and she was not given proper notice of the jury trial. Ms. Pierce filed a Motion for Temporary Protective Order on July 3, 2025 requesting protection from September 2, 2025 to January 30, 2026. Her request was denied by Form 4 Order on July 22, 2025. No request for reconsideration was filed. All parties were given notice of this case being placed on the jury roster by email on September 26, 2025 at 2:02 p.m per the Proof of Service Email Notice in the file showing this was sent and received Ms. Pierce. Ms. Pierce filed a motion to reconsider Judge McMasters order granting Motion to Strike Answer and Entry of Default, Judge McMaster has filed a Form 4 Order denying this reconsideration. Ms. Pierce continuance and Firewalker Hot Sauce Company LLC. continuance are both denied.

This order ☐ ends ☒ does not end the case.

**INFORMATION FOR THE JUDGMENT INDEX**

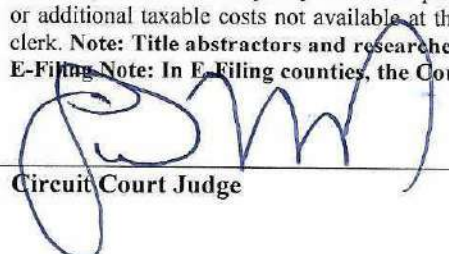
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

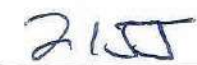
| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

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-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

### 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.



**IN THE COURT OF APPEALS OF SOUTH CAROLINA**

Appellate Case No. 2026-000480

---

**EXHIBIT AB**

**October 20-27, 2025 Trial-Docket and Default-Hearing Email Chain**

Definitive Exhibit Volume pages 262-275

**Source document(s):**

20251020-20251027 Trial Docket and Default Hearing Email Chain(1).pdf



Dorothy Pierce &lt;dorothypierce84@gmail.com&gt;

---

**RE: TRIAL DOCKET- 2021-CP-3700149 Firewalker Hot Sauce LLC v. American Pharma Machinery LLC et, al.**

6 messages

---

**McIntosh, Lawton Secretary (Tammy Jennings)** <lmcintoshsc@sccourts.org>

Fri, Oct 24, 2025 at 9:19 PM

To: Amanda Watkins &lt;awatkins@oconeesc.com&gt;, Amanda Hughes &lt;amanda@boatwrightlegal.com&gt;, "McIntosh, Lawton Law Clerk (Carson Neeves)"

&lt;lmcintoshlc@sccourts.org&gt;

Cc: Ashaley Boatwright &lt;Ashaley@boatwrightlegal.com&gt;, "bkelley@elmoregoldsmith.com" &lt;bkelley@elmoregoldsmith.com&gt;, Dorothy Pierce

&lt;dorothypierce84@gmail.com&gt;, "dquattlebaum@elmoregoldsmith.com" &lt;dquattlebaum@elmoregoldsmith.com&gt;

All,

Per Judge McIntosh, on Monday please be prepared to argue the Motion for Default that is currently outstanding. Depending on his ruling on this matter, please be prepared next week to argue a hearing on the damages for both parties.

Thank you,

Tammy Jennings

Administrative Assistant

to Judge R. Lawton McIntosh

PO Box 8002

Anderson, SC 29622

(864)-260-4059

[lmcintoshsc@sccourts.org](mailto:lmcintoshsc@sccourts.org)



---

**From:** Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>

**Sent:** Friday, October 24, 2025 8:18 AM

**To:** Amanda Hughes <[amanda@boatwrightlegal.com](mailto:amanda@boatwrightlegal.com)>; McIntosh, Lawton Secretary (Tammy Jennings) <[Imcintoshsc@sccourts.org](mailto:Imcintoshsc@sccourts.org)>; McIntosh, Lawton Law Clerk (Carson Neeves) <[Imcintoshlc@sccourts.org](mailto:Imcintoshlc@sccourts.org)>

**Cc:** Ashaley Boatwright <[Ashaley@boatwrightlegal.com](mailto:Ashaley@boatwrightlegal.com)>; [bkelly@elmoregoldsmith.com](mailto:bkelly@elmoregoldsmith.com); Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>; [dquattlebaum@elmoregoldsmith.com](mailto:dquattlebaum@elmoregoldsmith.com)

**Subject:** RE: TRIAL DOCKET- 2021-CP-3700149

\*\*\* **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Good morning all,

Attached is Judge McIntosh's Form 4 Order Denying both Plaintiff and Defendant Pierce's Motions for Continuance. This case will remain on the 10/27/25 Jury Trial Roster.

Respectfully,

Amanda Watkins

Chief Deputy Clerk of Common Pleas

Oconee County Clerk of Court

205 W Main St.

PO Box 678

Walhalla, SC 29691

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

[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

---

**From:** Amanda Hughes <[amanda@boatwrightlegal.com](mailto:amanda@boatwrightlegal.com)>

**Sent:** Thursday, October 23, 2025 3:17 PM

**To:** McIntosh, Lawton Secretary (Tammy Jennings) <[Imcintoshsc@sccourts.org](mailto:Imcintoshsc@sccourts.org)>; McIntosh, Lawton Law Clerk (Kjursten Collier) <[Imcintoshlc@sccourts.org](mailto:Imcintoshlc@sccourts.org)>

**Cc:** Ashaley Boatwright <[Ashaley@boatwrightlegal.com](mailto:Ashaley@boatwrightlegal.com)>; [bkelly@elmoregoldsmith.com](mailto:bkelly@elmoregoldsmith.com); Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>; Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>; [dquattlebaum@elmoregoldsmith.com](mailto:dquattlebaum@elmoregoldsmith.com)

**Subject:** TRIAL DOCKET- 2021-CP-3700149

Honorable Judge,

Listed below is the requested information for *Firewalker Hot Sauce Company Llc v American Pharma Machinery Llc , defendant, et al*

Voir Dire - None

Witness List - Dorothy Pierce and case parties only

Proposed Jury Charge - fine with the standards

Proposed Verdict Form - We do not have any proposed jury charges.

Copies of any Pre-Trial Motions - Pre-Trial Motions include Motion to Bifurcate the Issue of Damages since American Pharma has already been deemed at default.

Amanda Hughes



Paralegal



4136 Clemson Blvd.,

Anderson, SC 29621

(864)745-9758

---

**From:** McIntosh, Lawton Secretary (Tammy Jennings) <[lmcintoshsc@sccourts.org](mailto:lmcintoshsc@sccourts.org)>

**Sent:** Monday, October 20, 2025 2:18:38 PM

**To:** Bryan Kelley <[bkelly@elmoregoldsmith.com](mailto:bkelly@elmoregoldsmith.com)>; Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>; Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>; McIntosh, Lawton Law Clerk (Carson Neeves) <[lmcintoshlc@sccourts.org](mailto:lmcintoshlc@sccourts.org)>; Ashaley Boatwright <[Ashaley@boatwrightlegal.com](mailto:Ashaley@boatwrightlegal.com)>; Drennan Quattlebaum <[dquattlebaum@elmoregoldsmith.com](mailto:dquattlebaum@elmoregoldsmith.com)>

**Subject:** RE: REQUEST TO REMOVE CASE FROM OCT. 25 TRIAL DOCKET- 2021-CP-3700149

Good Afternoon,

The Judge's denial signature on the documents means that he is not going to grant the Order at all. However, I do want you all to know we have a date certain trial which is numbers 1 and 2 on the roster and they anticipate a 2-week trial.

This case second up behind the date certain for next week. Please email us the following documents by Thursday morning in case the date certain trial settles:

Voir Dire

Witness List

Proposed Jury Charge

Proposed Verdict Form

Copies of any Pre-Trial Motions

Thank you,

Tammy Jennings

Administrative Assistant

to Judge R. Lawton McIntosh

PO Box 8002

Anderson, SC 29622

(864)-260-4059

[Imcintoshsc@sccourts.org](mailto:Imcintoshsc@sccourts.org)

---

**From:** Bryan Kelley <[bkelley@elmoregoldsmith.com](mailto:bkelley@elmoregoldsmith.com)>

**Sent:** Monday, October 20, 2025 9:03 AM

**To:** Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>; Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>; McIntosh, Lawton Law Clerk (Carson Neeves) <[Imcintoshlc@sccourts.org](mailto:Imcintoshlc@sccourts.org)>; McIntosh, Lawton Secretary (Tammy Jennings) <[Imcintoshsc@sccourts.org](mailto:Imcintoshsc@sccourts.org)>; Ashaley Boatwright <[ashaley@boatwrightlegal.com](mailto:ashaley@boatwrightlegal.com)>; Drennan Quattlebaum <[dquattlebaum@elmoregoldsmith.com](mailto:dquattlebaum@elmoregoldsmith.com)>

**Subject:** RE: REQUEST TO REMOVE CASE FROM OCT. 25 TRIAL DOCKET- 2021-CP-3700149

\*\*\* **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

I understand. I'll ask for clarification from the judge's clerk by copy of this email, since the text of the order itself says that the motion is granted.



**Bryan P. Kelley****Attorney****[bkelly@elmoregoldsmith.com](mailto:bkelly@elmoregoldsmith.com)**

---

ELMORE GOLDSMITH KELLEY & DEHOLL, P.A.

[19 Blair Street \(29607\)](#)

Post Office Box 1887 | Greenville, SC 29602

O (864) 255.9500 | M (864) 517.4536 | F (864) 255.9505

**[vCard](#) | [Website](#) | [Blog](#)**

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---

**From:** Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>

**Sent:** Monday, October 20, 2025 8:59 AM

**To:** Bryan Kelley <[bkelly@elmoregoldsmith.com](mailto:bkelly@elmoregoldsmith.com)>; Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>; McIntosh, Lawton Law Clerk (Grace Kerley) <[lmcintoshlc@sccourts.org](mailto:lmcintoshlc@sccourts.org)>; McIntosh, Lawton Secretary (Tammy Jennings) <[lmcintoshsc@sccourts.org](mailto:lmcintoshsc@sccourts.org)>; Ashaley Boatwright <[ashaley@boatwrightlegal.com](mailto:ashaley@boatwrightlegal.com)>

**Subject:** RE: REQUEST TO REMOVE CASE FROM OCT. 25 TRIAL DOCKET- 2021-CP-3700149

**External Email: Use caution with links and attachments.**

Good morning Mr. Kelley,

Yes, the Judge's signature page indicates that this order is denied, and this is reflected on the case file.

Thank you,

Amanda Watkins

Chief Deputy Clerk of Common Pleas

Oconee County Clerk of Court

205 W Main St.

PO Box 678

Walhalla, SC 29691

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

[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)

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---

**From:** Bryan Kelley <[bkelley@elmoregoldsmith.com](mailto:bkelley@elmoregoldsmith.com)>

**Sent:** Friday, October 17, 2025 5:33 PM

**To:** Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>; Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>; McIntosh, Lawton Law Clerk (Grace Kerley) <[lmcintoshlc@sccourts.org](mailto:lmcintoshlc@sccourts.org)>; McIntosh, Lawton Secretary (Tammy Jennings) <[lmcintoshsc@sccourts.org](mailto:lmcintoshsc@sccourts.org)>; Ashaley Boatwright <[ashaley@boatwrightlegal.com](mailto:ashaley@boatwrightlegal.com)>

**Subject:** Re: REQUEST TO REMOVE CASE FROM OCT. 25 TRIAL DOCKET- 2021-CP-3700149

Ms Watkins:

A short while ago, we received an NEF indicating Firewalker's motion for continuance had been denied. However, the order itself indicates the motion has in fact been granted. I wanted to be sure you were aware of this so the docket could be updated accordingly.



Please let me know if you have any questions or concerns.

Thanks.

Get [Outlook for iOS](#)

---

**From:** Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>

**Sent:** Friday, October 17, 2025 5:10:53 PM

**To:** Dorothy Pierce <[dorothy.pierce84@gmail.com](mailto:dorothy.pierce84@gmail.com)>; McIntosh, Lawton Law Clerk (Grace Kerley) <[lmcintoshlc@sccourts.org](mailto:lmcintoshlc@sccourts.org)>; McIntosh, Lawton Secretary (Tammy Jennings) <[lmcintoshsc@sccourts.org](mailto:lmcintoshsc@sccourts.org)>; Bryan Kelley <[bkelley@elmoregoldsmith.com](mailto:bkelley@elmoregoldsmith.com)>; Ashaley Boatwright <[ashaley@boatwrightlegal.com](mailto:ashaley@boatwrightlegal.com)>

**Subject:** RE: REQUEST TO REMOVE CASE FROM OCT. 25 TRIAL DOCKET- 2021-CP-3700149

**External Email: Use caution with links and attachments.**

Good evening Dorothy,

You may file a formal Motion for Continuance with the Clerk's Office. Once filed, it will be given to Judge McIntosh for review.

Thank you,

Amanda Watkins

Chief Deputy Clerk of Common Pleas

Oconee County Clerk of Court

205 W Main St.

PO Box 678

Walhalla, SC 29691

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

[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)

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---

**From:** Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>

**Sent:** Wednesday, October 8, 2025 3:24 AM

**To:** McIntosh, Lawton Law Clerk (Grace Kerley) <[Imcintoshlc@sccourts.org](mailto:Imcintoshlc@sccourts.org)>; McIntosh, Lawton Secretary (Tammy Jennings) <[Imcintoshsc@sccourts.org](mailto:Imcintoshsc@sccourts.org)>; Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>; Bryan Kelley <[bkelly@elmoregoldsmith.com](mailto:bkelly@elmoregoldsmith.com)>; Ashaley Boatwright <[ashaley@boatwrightlegal.com](mailto:ashaley@boatwrightlegal.com)>

**Subject:** REQUEST TO REMOVE CASE FROM OCT. 25 TRIAL DOCKET- 2021-CP-3700149

Judge McIntosh,

I respectfully request that this case be **removed from the trial roster** as it is **not ready for trial**.

This matter has been **in abeyance since its initial filing** in 2021 and was only reactivated around **March 2025**. Since reactivation:

1. **No discovery has been conducted.**
2. **No depositions have been taken.**
3. **No mediation has occurred.**
4. **No response to Defendant's counterclaims** has been filed or served.

Accordingly, proceeding to trial at this stage would be **impossible and prejudicial**, as the parties have not completed the procedural steps necessary for trial preparation.

As I write, I'm preparing my discovery Request to be served upon the plaintiff.

This is a notice that the case is **procedurally unready** for trial and should be removed from the active trial docket until discovery, mediation, and pretrial matters are properly concluded.

Respectfully submitted,

--



**DOROTHY PIERCE**

**Justice is not a Privilege but a Fundamental Human Right.**

**"TRUTH is TREASON in an EMPIRE of LIES"**

**750 Mourning Dove Lane, Seneca, SC.29678**

**Tel: 864-324-3247**

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Dorothy Pierce <dorothypierce84@gmail.com>

Sun, Oct 26, 2025 at 9:12 PM

To: "McIntosh, Lawton Secretary (Tammy Jennings)" <Imcintoshsc@sccourts.org>

Cc: Amanda Watkins <awatkins@oconeesc.com>, Amanda Hughes <amanda@boatwrightlegal.com>, "McIntosh, Lawton Law Clerk (Carson Neeves)" <Imcintoshlc@sccourts.org>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>, "bkelley@elmoregoldsmith.com" <bkelley@elmoregoldsmith.com>, "dquattlebaum@elmoregoldsmith.com" <dquattlebaum@elmoregoldsmith.com>

Dear Judge McIntosh,

I am writing in response to the email regarding the hearing scheduled for tomorrow, Monday, October 27, 2025.

I respectfully request to Appear Remotely via video conference (or, alternatively, telephonically) for the hearing on the outstanding Motion for Default.

I am currently outside of the United States in Uganda and it is physically impossible for me to travel to South Carolina in time for tomorrow's hearing. My inability to appear in person is not for the purpose of delay, but due to this logistical and financial impossibility.

I am prepared and able to attend the hearing remotely via Zoom or the court's preferred video platform to argue against the Motion for Default.

I respectfully request that the Court grant this emergency request to allow my remote participation.

Denying this request would prevent me from presenting my defense and would result in a default judgment against me.

Thank you for your understanding of this urgent matter.

Dorothy Pierce and Estate of Doyle Elton Pierce

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Mon, Oct 27, 2025 at 1:15 PM

To: "McIntosh, Lawton Secretary (Tammy Jennings)" <Imcintoshsc@sccourts.org>

Cc: Amanda Watkins <awatkins@oconeesc.com>, Amanda Hughes <amanda@boatwrightlegal.com>, "McIntosh, Lawton Law Clerk (Carson Neeves)" <Imcintoshlc@sccourts.org>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>, Bryan Kelley <bkelley@elmoregoldsmith.com>, Drennan Quattlebaum <dquattlebaum@elmoregoldsmith.com>

Judge McIntosh,

I'm sending to you, in a separate email my nomination papers dated October 22, 2025 for privacy purposes to reinforce my request for continuing the trial, or in the alternative, Virtual Appearance.

DOROTHY PIERCE

Justice is not a Privilege but a Fundamental Human Right.

"TRUTH is TREASON in an EMPIRE of LIES"

750 Mourning Dove Lane, Seneca, SC.29678

Tel: 864-324-3247

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Mon, Oct 27, 2025 at 4:16 PM

To: "McIntosh, Lawton Secretary (Tammy Jennings)" <lmcintoshsc@sccourts.org>

Cc: Amanda Watkins <awatkins@oconeesc.com>

Judge McIntosh,

Please receive my nomination papers dated October 22, 2025 to reinforce my request for continuing the trial, or in the alternative, Virtual Appearance.

I have exclude other members from this email which includes an attachment with private and sensitive information.

DOROTHY PIERCE

Justice is not a Privilege but a Fundamental Human Right.

"TRUTH is TREASON in an EMPIRE of LIES"

750 Mourning Dove Lane, Seneca, SC.29678

Tel: 864-324-3247

[Quoted text hidden]

3 attachments



image001.png
42K



image002.png
3K



Nomination papers for Oyam South MP .pdf
23494K

McIntosh, Lawton Secretary (Tammy Jennings) <Imcintoshsc@sccourts.org>

Mon, Oct 27, 2025 at 4:44 PM

To: Dorothy Pierce <dorothypierce84@gmail.com>

Cc: Amanda Watkins <awatkins@oconeesc.com>, Amanda Hughes <amanda@boatwrightlegal.com>, "McIntosh, Lawton Law Clerk (Carson Neeves)" <Imcintoshlc@sccourts.org>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>, Bryan Kelley <bkelley@elmoregoldsmith.com>, Drennan Quattlebaum <dquattlebaum@elmoregoldsmith.com>

All,

Per Judge McIntosh- This hearing will not be able to be held remotely/virtually.

Thank you,

Tammy Jennings

Administrative Assistant

to Judge R. Lawton McIntosh

PO Box 8002

Anderson, SC 29622

Imcintoshsc@sccourts.org

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Mon, Oct 27, 2025 at 5:09 PM

To: "McIntosh, Lawton Secretary (Tammy Jennings)" <Imcintoshsc@sccourts.org>

Cc: Amanda Watkins <awatkins@oconeesc.com>, Amanda Hughes <amanda@boatwrightlegal.com>, "McIntosh, Lawton Law Clerk (Carson Neeves)" <Imcintoshlc@sccourts.org>, Ashaley Boatwright <Ashaley@boatwrightlegal.com>, Bryan Kelley <bkelley@elmoregoldsmith.com>, Drennan Quattlebaum <dquattlebaum@elmoregoldsmith.com>

Dear Judge McIntosh,

Given the court's rejection of the proposed solutions, I respectfully request that the court consider the responses and evidence I have already filed in September for purposes of arguments in opposition to default Judgment. These include:

- * DEFENDANT DOROTHY PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT
- * DEFENDANT ESTATE OF DOYLE ELTON PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AND MOTION TO DISMISS
- * Evidence in the Fire Walker Hot Sauce Company LLC- Fire Walker

Sincerely,

[Quoted text hidden]

3 attachments



V1 DEFENDANT ESTATE OF DOYLE ELTON PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AND MOTION TO DISMISS (2).pdf
248K



DEFENDANT DOROTHY PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT (1).pdf
286K



Evidence in the Fire Walker Hot Sauce Company LLC- Fire Walker (1).pdf
12882K

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AC

November 24, 2025 Form 4 Entering Default Against Dorothy Pierce

Definitive Exhibit Volume pages 276-279

Source document(s):

20251124 Form 4 Order Entering Default Against Dorothy(1).pdf

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-37-00149

FIREWALKER HOT SAUCE COMPANY, LLC

AMERICAN PHARMA MACHINERY LLC,
DEFENDANT, ET AL

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

DEFENDANT DORTHY PIERCE IS IN DEFAULT.

A DAMAGES HEARING WILL BE HELD AT A LATER DATE.

BRYAN P. KELLEY TO PREPARE 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.**

| | | |
|---------------------|------------|------|
| 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: Firewalker Hot Sauce Company Llc VS American Pharma Machinery
Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2025-11-24 11:07:34 page 3 of 3

EXHIBIT AD

December 8, 2025 Formal Default Order Against APM and Dorothy Pierce

Definitive Exhibit Volume pages 280-282

Source document(s):

20251208 Order Entering Default Against American Pharma and Dorothy(1).pdf

| | | |
|---|---|-------------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| |) | |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | ORDER FOR DEFAULT JUDGMENT |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |
| |) | |

Based upon the pleadings, Firewalker Hot Sauce Company, LLC (“Firewalker”), Motions for Default Judgments, and affidavits filed in this action, I find that the principal amount due from Defendants American Pharma Machinery, LLC, and Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce, (collectively “Defendants”) is to be determined..

Pursuant to S.C.R. Civ. P. 55(b)(3), Firewalker’s Motion for Default Judgment as Against American Pharma Machinery, LLC , and Motion for Default Judgment as Against Defendant Dorothy Pierce were provided to Defendants as evidenced by the Certified of Service filed herein, and, that no objection has been filed by any opposing party as required by S.C.R. Civ. P. 55(b)(3); it is.

ORDERED, ADJUDGED AND DECREED that Judgment by default be entered against Defendants in an amount to be determined by the Court at a hearing for damages.

IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE FOLLOWING
[South Carolina Electronic Filing Policies and Guidelines § 6(a)]



Oconee Common Pleas

Case Caption: Firewalker Hot Sauce Company Llc VS American Pharma Machinery
Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Default

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2025-12-08 09:28:27 page 2 of 2

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AE

December 23, 2025 Notice of January 8, 2026 Damages Hearing

Definitive Exhibit Volume pages 283-287

Source document(s):

20251223 Notice of January 8 Damages Hearing(1).pdf

| | | |
|---|---|------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| |) | |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | NOTICE OF HEARING |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |

You will please take notice that an in-person hearing on Firewalker Hot Sauce Company, LLC's Damages Hearing, will take place on **January 8, 2026 at 10:00 a.m.** at the Oconee County Courthouse, Fourth Floor Courtroom, 205 W Main Street, Walhalla, South Carolina 29691 before the Honorable Judge Jane Merrill in the above-captioned case. Please see the Court's notice attached hereto as **Exhibit A** for additional information.

Respectfully submitted,

/s/Bryan P. Kelley

Bryan P. Kelley (S.C. Bar No. 76062)
H. Drennan Quattlebaum (S.C. Bar No. 106418)
Elmore Goldsmith Kelley & deHoll, P.A.
19 Blair Street (29607)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
Facsimile: (864) 255-9505
bkelley@elmoregoldsmith.com
dquattlebaum@elmoregoldsmith.com
Attorneys for Plaintiff

December 23, 2025
Greenville, South Carolina

Katharine Spooner

From: Courtmail37_DoNotReply@sccourts.org
Sent: Monday, December 8, 2025 9:55 AM
To: E-Filing
Cc: awatkins@oconeesc.com
Subject: Motion "MHEARI-Damages Hearing" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 1/8/2026 at 10:00 AM

Categories: Smokeball

External Email: Use caution with links and attachments.

IN PERSON MOTION HEARING//JANUARY 8, 2026 AT 10AM//HONORABLE JUDGE JANE MERRILL, PRESIDING//The case referenced in this notice has been scheduled for an in person hearing. All parties need to appear Thursday, 1/8/26 at 10am at the Oconee County Courthouse, Fourth Floor Courtroom, located at 205 W Main St. Walhalla, SC 29691

If your motion has been resolved, settled, needs to be withdrawn, or you have any concerns about your hearing, please contact Amanda Watkins in writing at awatkins@oconeesc.com.

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|                                             |   |                              |
|---------------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA                     | ) | IN THE COURT OF COMMON PLEAS |
|                                             | ) |                              |
| COUNTY OF OCONEE                            | ) | C.A. No. 2021-CP-37-00149    |
|                                             | ) |                              |
| Firewalker Hot Sauce Company, LLC,          | ) |                              |
|                                             | ) | CERTIFICATE OF SERVICE       |
| Plaintiff,                                  | ) |                              |
|                                             | ) |                              |
| v.                                          | ) |                              |
|                                             | ) |                              |
| American Pharma Machinery, LLC, Dorothy     | ) |                              |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                              |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                              |
| Estate of Doyle Elton Pierce,               | ) |                              |
|                                             | ) |                              |
| Defendants.                                 | ) |                              |

This is to certify that I have on this 23<sup>rd</sup> of December 2025 served **Notice of Hearing** by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail, at Greenville, South Carolina addressed to the following persons at the following address which is the last address known to me:

Dorothy Wells a/k/a Dorothy Alweny a/k/a  
Queen Dorothy Amolo a/k/a Dorothy Pierce  
750 Mourning Dove Lane  
Seneca, South Carolina 29678  
dorothypierce84@gmail.com

The Estate of Doyle Elton Pierce  
c/o Dorothy Pierce, Personal Representative  
750 Mourning Dove Lane  
Seneca, South Carolina 29678  
dorothypierce84@gmail.com

Katharine O. Spooner, CP  
Certified Paralegal to Bryan P. Kelley  
and H. Drennan Quattlebaum

|                                             |   |                              |
|---------------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA                     | ) | IN THE COURT OF COMMON PLEAS |
|                                             | ) |                              |
| COUNTY OF OCONEE                            | ) | C.A. No. 2021-CP-37-00149    |
|                                             | ) |                              |
| Firewalker Hot Sauce Company, LLC,          | ) |                              |
|                                             | ) | CERTIFICATE OF SERVICE       |
| Plaintiff,                                  | ) |                              |
|                                             | ) |                              |
| v.                                          | ) |                              |
|                                             | ) |                              |
| American Pharma Machinery, LLC, Dorothy     | ) |                              |
| Wells a/k/a Dorothy Alweny a/k/a Queen      | ) |                              |
| Dorothy Amolo a/k/a Dorothy Pierce, and the | ) |                              |
| Estate of Doyle Elton Pierce,               | ) |                              |
|                                             | ) |                              |
| Defendants.                                 | ) |                              |

This is to certify that I have on this 23<sup>rd</sup> of December 2025 served **Notice of Hearing** to the attorney of record in the above-captioned case in accordance with Supreme Court Order dated May 6, 2022, *RE: Service by Email in Trial Courts*, by electronic mail to the e-mail address listed in the Attorney Information System as follows: Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce

Ashaley Chrishton Boatwright  
Boatwright Legal, LLC  
4136 Clemson Boulevard  
Anderson, South Carolina 29621  
ashaley@boatwrightlegal.com  
*Counsel for American Pharma Machinery*

Brooke Nicole Ennis  
Update Law  
6818 Calhoun Memorial Highway, Suite A  
Easley, South Carolina 29640  
brooke@upstatelawoffice.com  
*Counsel for American Pharma Machinery*

Katharine O. Spooner, CP  
Certified Paralegal to Bryan P. Kelley  
and H. Drennan Quattlebaum



# EXHIBIT AF

## **January 6-8, 2026 Email Chain - Continuance, Remote Participation, and Damages Submissions**

Definitive Exhibit Volume pages 288-292

**Source document(s):**

Scheduling Request Regarding January 8, 2026-Damages Hearing for 2021CP3700149(2).pdf



Dorothy Pierce &lt;dorothypierce84@gmail.com&gt;

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**Scheduling Request Regarding January 8, 2026-Damages Hearing for 2021CP3700149**5 messages

---

**Dorothy Pierce** <dorothypierce84@gmail.com>

Tue, Jan 6, 2026 at 4:02 PM

To: jmerrillsc@sccourts.org, Amanda Watkins &lt;awatkins@oconeesc.com&gt;, Bryan Kelley &lt;bkelley@elmoregoldsmith.com&gt;, Ashaley Boatwright &lt;ashaley@boatwrightlegal.com&gt;, Amanda Hughes &lt;amanda@boatwrightlegal.com&gt;

Dear Honorable Judge Merrill,

I am writing to respectfully request a continuance for the in-person motion hearing scheduled for Thursday, January 8, 2026, at 10:00 AM in the Oconee County Courthouse.

I am a duly nominated candidate for the Oyam South Constituency for Member of Parliament in the upcoming elections, scheduled for January 15, 2026. I am currently in Uganda, fully engaged in the final stages of my campaign with a few days left till voting.

Over the past two years, I have worked tirelessly to secure the support of my constituents. Every moment counts in this critical final stretch, as I am focused on protecting my votes, conducting rallies, and engaging with voters. Due to these pressing commitments, I am unable to prepare for court appearances, respond to legal matters, or attend the hearing as scheduled.

Moreover, due to my current location in Uganda, it is not practical or feasible for me to travel to South Carolina to attend the hearing in person on January 8th. Additionally, due to the demanding nature of my campaign, I am unable to attend the hearing remotely or online.

Given these circumstances, I respectfully request that this hearing be rescheduled to a later date, which would allow me to fulfill my duties as a candidate while also effectively participating in the legal process. I would greatly appreciate your understanding and cooperation in granting this continuance.

Thank you for your time and consideration.

Sincerely,

**DOROTHY PIERCE**

Justice is not a Privilege but a Fundamental Human Right.

"TRUTH is TREASON in an EMPIRE of LIES"

750 Mourning Dove Lane, Seneca, SC.29678

Tel: 864-324-3247

---

**Merrill, Jane H. Secretary (Amanda Malone)** <jmerrillsc@sccourts.org>

Wed, Jan 7, 2026 at 5:43 PM

To: Dorothy Pierce &lt;dorothypierce84@gmail.com&gt;, Amanda Watkins &lt;awatkins@oconeesc.com&gt;, Bryan Kelley &lt;bkelley@elmoregoldsmith.com&gt;, Ashaley Boatwright &lt;ashaley@boatwrightlegal.com&gt;, Amanda Hughes &lt;amanda@boatwrightlegal.com&gt;

Good morning Ms. Pierce.



The court cannot unilaterally decide a motion for a continuance sent via email two days before the hearing date. The court will bring your motion to the attention of the parties at the start of the hearing.

Thank you.

All the best,

**Amanda M. Malone**

AA to Judge Jane H. Merrill

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

From: Dorothy Pierce <dorothypierce84@gmail.com>

Sent: Tuesday, January 6, 2026 8:02 AM

To: Merrill, Jane H. Secretary (Amanda Malone) <jmerrillsc@sccourts.org>; Amanda Watkins <awatkins@oconeesc.com>; Bryan Kelley <bkelley@elmoregoldsmith.com>; Ashaley Boatwright <ashaley@boatwrightlegal.com>; Amanda Hughes <amanda@boatwrightlegal.com>

Subject: Scheduling Request Regarding January 8, 2026-Damages Hearing for 2021CP3700149

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Thu, Jan 8, 2026 at 7:05 AM

To: "Merrill, Jane H. Secretary (Amanda Malone)" <jmerrillsc@sccourts.org>

Cc: Amanda Watkins <awatkins@oconeesc.com>, Bryan Kelley <bkelley@elmoregoldsmith.com>, Ashaley Boatwright <ashaley@boatwrightlegal.com>, Amanda Hughes <amanda@boatwrightlegal.com>

Can I at least be allowed to appear remotely?

Thanks,

Dorothy Pierce

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Thu, Jan 8, 2026 at 2:44 PM

To: "Merrill, Jane H. Secretary (Amanda Malone)" <jmerrillsc@sccourts.org>

Cc: Amanda Watkins <awatkins@oconeesc.com>, Bryan Kelley <bkelley@elmoregoldsmith.com>, Ashaley Boatwright <ashaley@boatwrightlegal.com>, Amanda Hughes <amanda@boatwrightlegal.com>

Dear Judge Merrill,

I respectfully submit my brief in opposition to Plaintiff's claimed damages. The brief is limited to the issue of damages and is supported by documentary and photographic evidence demonstrating that neither I, individually, nor the Estate named in this action bears legal responsibility for the damages alleged.

I will not be appearing in person. I respectfully request that the Court consider this brief **together with all prior filings and materials of record**, noting that I previously appeared in person in this matter and filed responsive pleadings and defenses before the entry of default.

Given the posture of the case, I submit this brief to assist the Court in evaluating damages and to ensure the record accurately reflects the evidentiary and legal basis for denying any damages award against me or the Estate.

Thank you for the Court's time and consideration.

Respectfully,

Dorothy Pierce
Defendant, Pro Se
750 Mourning Dove Lane
Seneca, SC 29678
(864) 324-3247
dorothypierce84@gmail.com

[Quoted text hidden]

--

[Quoted text hidden]

2 attachments



Evidence in the Fire Walker Hot Sauce Company LLC- Fire Walker.pdf
12882K



Brief in Opposition to damages- Fire walker(1).pdf
268K

Dorothy Pierce <dorothypierce84@gmail.com>

Thu, Jan 8, 2026 at 2:52 PM

To: "Merrill, Jane H. Secretary (Amanda Malone)" <jmerrillsc@sccourts.org>

Cc: Amanda Watkins <awatkins@oconeesc.com>, Bryan Kelley <bkelley@elmoregoldsmith.com>, Ashaley Boatwright <ashaley@boatwrightlegal.com>, Amanda Hughes <amanda@boatwrightlegal.com>

Judge,

I have also attached my pending motion seeking dismissal of the claims against the Estate, which was included in this lawsuit despite having no privity, contractual relationship, or legal connection to the underlying transaction. That motion remains unresolved.

I respectfully submit that this threshold issue must be addressed by the Court **before the case proceeds further**, including any consideration of damages, as the Estate cannot be subjected to liability absent a legal basis for its inclusion.

Respectfully,

Dorothy Pierce
Defendant, Pro Se

[Quoted text hidden]

2 attachments



V1 DEFENDANT ESTATE OF DOYLE ELTON PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AND MOTION TO DISMISS.pdf

248K



Evidence in the Fire Walker Hot Sauce Company LLC- Fire Walker.pdf

12882K

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AG

January 8, 2026 Damages Hearing Transcript

Definitive Exhibit Volume pages 293-334

Source document(s):

20260108 Damages Hearing Transcript - Firewalker v American Pharma et al.pdf(4).pdf

-----X
FIREWALKER HOT SAUCE COMPANY, *
LLC, *
 *
Plaintiff, *
vs. * Case No. 2021-CP-37-00149
 *
AMERICAN PHARMA MACHINERY, *
LLC, DOROTHY WELLS A/K/A *
DOROTHY ALWENY A/K/A QUEEN *
DOROTHY AMOLO A/K/A DOROTHY *
PIERCE, AND THE ESTATE OF *
DOYLE ELTON PIERCE, *
 *
Defendants. *
-----X

B E F O R E:

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

Ashaley Boatwright, Esq.
Attorney for the Defendant

App. No. 2026-000480 | Supporting Exhibits A-AL | Page 294 of 351

I N D E X

| DESCRIPTION | PAGE |
|-------------|------|
| Proceedings | 3 |

E X H I B I T S

(None.)

COURT REPORTER/TRANSCRIBER LEGEND

| | |
|-----------------|--|
| Dash (--) | Indicates an interruption in speech |
| Ellipses (...) | Indicates trailing off in speech |
| (ph) | Indicates phonetic word/unclear word |
| [sic] | Indicates the word is written as said |
| (Indiscernible) | Indicates word(s) is not known due to poor audio recording quality |

P R O C E E D I N G S

(The proceedings commenced at 10:38 a.m.):

THE COURT: All right. If you are present for a party, if you'll state your name for the record and tell me who you are here on behalf of.

MR. KELLEY: Good morning, Your Honor. I'm Bryan Kelley.

THE COURT: Good morning.

MR. KELLEY: I represent the plaintiff, FIREWALKER Hot Sauce Company.

THE COURT: All right.

MR. BOATWRIGHT: Good morning, Your Honor. Ashaley Boatwright. I represent the defendant, American Pharma Machinery, LLC.

THE COURT: And, Mr. Kelley, who's seated at the table with you?

MR. KELLEY: The gentleman seated with me, Your Honor, is Mr. Francis Donahue. He is the principal of the plaintiff entity.

THE COURT: Thank you.

I want to make a note on the record about -- there is also a -- there's an estate that's also listed as a defendant, as well as Dorothy Wells, also known as several other names listed.

My understanding is I believe the most recent name I've seen is Ms. Pierce in an email. She is pro se; is that

1 correct? Is that everybody's understanding?

2 MR. KELLEY: Yes, Your Honor.

3 MR. BOATWRIGHT: Yes, Your Honor.

4 THE COURT: And is there an attorney for the estate of
5 Doyle Elton Pierce?

6 MR. KELLEY: There is not.

7 THE COURT: Okay.

8 MR. KELLEY: And for the sake of clarity, today's motion
9 is only against American Pharma and Ms. Pierce.

10 THE COURT: Okay. All right. Thank you.

11 And then, Ms. Pierce sent an email, I believe, to the
12 clerk and my admin assistant, and I wanted to make sure I put
13 all this on the record.

14 The first email that she sent -- Ms. Pierce sent --
15 Mr. Kelley and Mr. Boatwright, it does appear both of you were
16 copied; is that correct? It was on Tuesday at 8 a.m.
17 regarding a continuance.

18 MR. KELLEY: Yes, Your Honor, I did receive that.

19 MR. BOATWRIGHT: Yes, Your Honor.

20 THE COURT: And you received that as well? Okay.

21 And my response, just for the record, essentially, was
22 that I -- she asked for a continuance and indicated that she
23 is currently in Uganda, and so that's why she was requesting a
24 continuance.

25 The Court's response, through my administrative

1 assistant, in which everyone was copied, was essentially, I
2 cannot unilaterally decide a motion for a continuance without
3 input from others. And so I would -- I would bring that to
4 the attention of all the parties at the beginning of the
5 hearing, which I am doing now.

6 So she has requested that continuance, so I'll deal with
7 that in a moment.

8 I also received two additional emails, and it appears,
9 again, that Mr. Kelley and Mr. Boatwright were copied -- let
10 me make sure -- copied on both of these. Or was it just one
11 or two -- or was it two documents?

12 LAW CLERK: Two documents.

13 THE COURT: I'm sorry, I misspoke. It was one email, but
14 it included two documents. Did both of you receive that
15 email? It was sent this morning at 6:46 a.m.

16 MR. KELLEY: Your Honor, I received it.

17 THE COURT: Okay.

18 MR. KELLEY: I have not read it.

19 THE COURT: Understood. Understood. You just got it
20 early this morning.

21 Mr. Boatwright, did you receive that?

22 MR. BOATWRIGHT: Yes, Your Honor.

23 THE COURT: Okay. Just making sure we're all on the same
24 page.

25 So, as far as the -- her motion for a continuance, as I

1 understand it, she has been in another country for a while
2 now. It appears she knew about this hearing. She was
3 properly notified of -- noticed about it. And so an email two
4 days before when certainly she's in another country and knew
5 that she would need to make significant plans to be here and
6 chose not to, I am not going to continue the hearing. I am
7 going to move forward with the hearing.

8 And I understand, Mr. Boatwright, you only represent the
9 entity, so I understand that. All right.

10 And then I have not either had an opportunity -- I've
11 quickly reviewed her email, but I have not reviewed the two
12 attachments in that email, but it appears to be her brief in
13 opposition to damages is what it is, and then it looks like
14 the other attachment is some pictures, but I have not reviewed
15 it either. I'm skimming the title of it, just letting you all
16 know. But it sounds like y'all were copied on it. Okay.

17 All right. So this motion is filed by the plaintiff.
18 I'm happy to hear from you.

19 MR. KELLEY: Thank you, Your Honor. Again, for the
20 record, my name is Bryan Kelley. I represent FIREWALKER Hot
21 Sauce Company. We're here today for damages hearing.

22 The Court has previously entered default against American
23 Pharma Machinery, LLC, and Dorothy Pierce. I have with me
24 today, Mr. Francis Donohue. I'd like to -- I'd like to put
25 Mr. Donohue on the stand so he can offer some testimony as to

1 FIREWALKER'S damages, and then I'll have a brief legal
2 presentation as to some additional damages, including
3 attorney's fees.

4 THE COURT: All right. Certainly.

5 And I'll just note for the record, that Order for Default
6 Judgment was entered on December the 8th -- filed on December
7 the 8th, 2025, signed by Judge McIntosh and that proper notice
8 of this hearing was provided and that is filed -- and that was
9 filed with the Court on December the -- excuse me, the Order
10 was served, so there's a Certificate. The Order of Default
11 was served. There's a Certificate of Service. That was filed
12 on December the 8th, 2025. And on December the 23rd, 2025,
13 the Certificate of Service regarding the notice for today's
14 hearing. And considering Mrs. Pierce -- Ms. Pierce's
15 communication with the Court, it is clear that she did receive
16 that notice and is aware of the hearing.

17 So you may proceed.

18 MR. KELLEY: Thank you, Your Honor.

19 We'd like to call Mr. Francis Donohue to the stand.

20 THE COURT: All right. You can come on up.

21 Raise your right hand.

22 FRANCIS DONAHUE

23 after having been duly sworn, was examined and testified
24 to as follows:

25 THE CLERK: Thank you. You may be seated.

1 THE COURT: All right, Mr. Kelley.

2 MR. KELLEY: Thank you, Your Honor. May it please the
3 Court.

4 DIRECT EXAMINATION

5 BY MR. KELLEY:

6 Q Mr. Donahue, good morning.

7 A Good morning.

8 Q Please tell me, where are you currently employed?

9 A I own a company called FIREWALKER Hot Sauce Company, LLC.

10 Q And just to give the Court some context about what we're
11 here to talk about today, what is -- what is FIREWALKER Hot
12 Sauce, LLC's business?

13 A Sure. Back in 2011, I started a condiment company where
14 we make hot sauces in bottle form for hundreds of restaurants,
15 grocery stores, tourist destinations like the Biltmore Estate,
16 universities, gas stations, convenience stores, and so on.

17 Q Have you been the owner of the company since 2011?

18 A That is correct.

19 Q How many employees do you have?

20 A There's about 15 of us, actually.

21 Q Okay. Are you the sole owner?

22 A I am.

23 Q Okay. Tell the Court, please, in general terms about the
24 transaction between FIREWALKER and American Pharma that is the
25 subject of this litigation.

1 A Sure. Right in the beginning of COVID -- April or May of
2 2020 -- I researched a new piece of equipment that we had had
3 a lot of requests to purchase so that we could start
4 manufacturing our hot sauces in a different fill amount size
5 instead of a traditional 5-ounce bottle that you would find at
6 a restaurant or a grocery store shelf that we would be
7 manufacturing our hot sauces in ketchup-packet size,
8 disposable for takeout restaurants, for places like the
9 baseball stadium, you know, and gas station, convenience
10 stores, and so on.

11 And so we, through various phone calls and emails,
12 approached American Pharma and found the machine that fit the
13 needs of our business model moving forward after about ten
14 years in business, and we moved forward with making those
15 purchases.

16 Q Okay. The Complaint alleges -- and I'm putting this in
17 very simple terms -- that the machine did not work as you had
18 intended it to; is that fair to say?

19 A Correct. Not only was it the incorrect machine that we
20 had purchased, that was delivered to us, but it was also
21 damaged. So instead of a machine that was designed to make
22 ketchup-size packets or Taco Bell-sized packets, instead, it
23 was a machine that was designed to make big salad
24 dressing-size packets like you'd find in a salad dressing kit
25 at a grocery store. Way different sizing.

1 And not only was it the wrong type of machine, but also,
2 when it arrived, it was damaged in six or seven different
3 ways: dented, scratched, different parts broken. And so not
4 only was it the wrong machine, but it was also broken.

5 Q So describe for me, please, the efforts that you made to
6 remedy these issues in your dealings with American Pharma.

7 A Sure. Well, actually, the day we unpackaged the machine
8 from the big freight crate, with my employees there, I took a
9 bunch of pictures of everything and immediately, that day, I
10 called and texted and emailed Dorothy directly saying --

11 Q I'm sorry to interrupt, but when you say "Dorothy,"
12 you're referring to Dorothy Pierce?

13 A Dorothy Pierce, yes.

14 And emailed her directly and the company saying, "This
15 machine is not only the wrong size, it's damaged. How do we
16 move forward with getting a replacement machine, a return or
17 refund," all of those things.

18 And so that started from the first day we opened the
19 package.

20 Q Okay. We're going to get into the actual dollars that
21 you spent in just a moment, but before we do that, I want to
22 ask you if you, at any point, starting from when you received
23 the machine through today, whether you have received any kind
24 of refund or repair or replacement machine or anything of that
25 nature.

1 A Absolutely not. I have -- through all of our various
2 efforts, before seeking legal counsel back in 2020 and 2021,
3 we tried going the route of we're happy to return the machine,
4 replace the machine, have an exchange, and all of that was met
5 with defense, I guess, that they were not going to cooperate.

6 Q Understanding that you were unable to use the machine for
7 its intended purpose, have you, since purchasing machine, been
8 able to use it for any other purpose?

9 A No. Actually, we have a -- we've had to purchase a
10 rental storage warehouse space for this machine to sit because
11 it's about the size of a refrigerator so it takes up a decent
12 amount of space, and it's a very expensive machine, so we have
13 to have it locked up and safe. And so for the past 62 months,
14 we've been paying every month just to keep it stored.

15 And we have not -- it's still sitting in our warehouse
16 right now.

17 Q So it has been -- if I understand your testimony
18 correctly, it has been in storage since you purchased it?

19 A Correct.

20 Q And it remains in storage as we sit here today?

21 A Correct. Not only do we not have a use for it, but it is
22 non-functional.

23 Q Okay. Start -- let's start by talking about some of your
24 damages. That's the reason why we're here today, as you know.

25 MR. KELLEY: May I approach the witness, Your Honor?

1 THE COURT: Certainly.

2 BY MR. KELLEY:

3 Q Mr. Donahue, I've just handed you a two-page document.
4 Have you seen that document before?

5 A I have.

6 Q Can you tell me what it is?

7 A Yes. This is the original invoice from American Pharma
8 Machinery with the agreed-upon sale price of what they call a
9 sachet packet filling machine, basically a small
10 condiment-making machine.

11 Q All right. The invoice appears to indicate that the
12 purchase price for the machine is \$16,000; is that correct?

13 A That is correct.

14 Q Have you paid that money to American Pharma?

15 A We did.

16 Q What -- did you write a check? Did you send them a bank
17 transfer? What happened?

18 A We had two separate Bank of America wire transactions of
19 \$8,000 each in 2020 prior to receiving the machine, and that
20 would total 16,000.

21 Q Okay. And you've already testified to this, but I want
22 to reiterate, for the sake of the record and for the Court's
23 benefit, you have not gotten any of that money back?

24 A That is correct. No, I have not received any of the
25 money back, correct.

1 Q Did you have any other ancillary equipment costs
2 associated with the purchase of this machine?

3 A Yes.

4 MR. KELLEY: May I approach the witness, Your Honor?

5 THE COURT: You may.

6 BY MR. KELLEY:

7 Q Have you seen this document before?

8 A I have.

9 Q Can you describe for me what it is?

10 A Sure. If we were producing our hot sauces in glass
11 bottles, we would have to buy the glass bottles. Since this
12 machine uses a -- like a plastic film, like you would think of
13 a ketchup packet, an aluminum film, that film has the logo of
14 whatever company it is -- whether it's Heinz Ketchup or Taco
15 Bell -- it has the logo printed on it.

16 So in anticipation of utilizing this machine on the first
17 day, at American Pharma's direction, we specifically ordered
18 from a company called Sundance, which is in Florida, the film
19 rolls -- they're, like, on big kind of like toilet paper-type
20 rolls. We had to order about 30,000 individual packet film
21 rolls for each of our flavors. Since we have 12 different
22 flavors that we do, each roll has to be a different flavor.
23 So we had to order a decent quantity of film just to start the
24 process.

25 Q And do I understand your testimony correctly that,

1 because you had 12 different flavors, you ordered 12 different
2 rolls?

3 A There were -- yes. There were quite a few rolls for our
4 own flavors that we have with -- under the FIREWALKER brand,
5 but we have -- for the past ten years, we've partnered with
6 companies like the Biltmore Estate and places like the
7 Asheville Tourists Baseball Stadium, which we private label
8 for them. So the packets would say the Biltmore Estate on
9 them, so we had to buy multiple rolls of film that had our
10 collaboration labels with them, such as, like, the Biltmore
11 Estate.

12 Q All right. In referring back to the second exhibit that
13 I've handed you, it appears to indicate that the amount that
14 FIREWALKER paid for this material was \$945?

15 A That is correct.

16 Q Okay. And you testified to this already, but this bill
17 was from a company called Sundance; is that correct?

18 A Correct.

19 Q So that -- again, just for clarity, that money was -- was
20 that was that invoice paid by FIREWALKER?

21 A It was. That was an invoice that you have to pay when
22 you make the initial purchase. So that was back in 2020 when
23 we paid that. The film -- the film rolls arrived, and we were
24 prepared to use them the day we unpackaged the machine. So we
25 were all completely ready to go for our manufacturing day.

1 Q Would it have been possible to operate the machine and
2 test its functionality without this material?

3 A The machine came with a demo amount of material to give
4 you a concept of what it was supposed to look like, and
5 immediately thereof we said, "Well, these are way too large
6 for what we're trying to do." And so, technically, the
7 machine could -- could turn on, but not -- there was no film
8 to put through it, just a small little test or sample.

9 So, no, we were -- we were required to have this film in
10 order to get the machine to be able to function properly.

11 Q What other sort of costs did you incur in testing the
12 machine and reaching the conclusion that it was not functional
13 for your intended purpose?

14 A We, as I mentioned, have about 15 different employees
15 that I am very dependent on when it comes to our production,
16 and so the day that we unpackaged the machine, I was not going
17 to just unpackage it myself. We had our whole crew there and
18 -- at our facilities.

19 And so we have the full day of employees' payroll, the
20 produce. We obviously buy our ingredients. We were intending
21 to manufacture our hot sauces that day, and so we had
22 thousands of dollars worth of oranges and various different
23 produce that would obviously spoil and go bad.

24 And our facility is also a pay-by-use facility, and so we
25 had a facility fee. So the produce, our employees, and our

1 facility fees all occurred on the day that we unpackaged the
2 broken machine.

3 MR. KELLEY: May I approach the witness, Your Honor?

4 THE COURT: You may.

5 BY MR. KELLEY:

6 Q Again, Mr. Donahue, I'd ask you to identify this
7 document, if you've seen it before, and tell what the Court
8 what it is.

9 A I have. This is a copy of all of the checks that were
10 written on the day that we unpackaged the machine. It looks
11 like it was October 10th, 2020. It shows various employees
12 that are being paid for the day's work, as well as the
13 facility fee and the produce fee, all here on this document.

14 Q Okay. I can represent to you, Mr. Donahue, that the
15 total amount that these checks add up to is \$2,196.87. Do you
16 agree with that?

17 A That is correct.

18 Q You gave some testimony a moment ago about -- I was
19 asking you where the machine is today, and you indicated that
20 you've been storing it since the date of purchase and you're
21 still paying to store it today?

22 A That is correct.

23 Q What is the cost that you have incurred to date for
24 storing the machine?

25 A We received the machine in 2020, and now that it's

1 January of '26, that is 62 months' worth of payments that
2 we've had to warehouse that machine. And the monthly bill on
3 that is \$75 a month for the housing and storage of the
4 machine, multiplied by 62 months. I don't have my calculator
5 on me, but...

6 Q That's okay.

7 When you purchased this machine, did you have any
8 contracts or agreements in place that you intended to utilize
9 machine for?

10 A Thank you. Yeah, great question.

11 The -- over the years, we have partnered and aligned
12 ourself with, as I mentioned, hundreds of grocery stores,
13 restaurants, and other locations that use our products in
14 different ways. Places like the Biltmore Estate order 5-, 8-,
15 \$10,000 every month worth of hot sauce in glass bottles.

16 And for the better part of three years prior to COVID,
17 the Biltmore Estate alone asked numerous times if we had the
18 ability to package our sauces for them in smaller, disposable,
19 one-use packaging.

20 That, coupled with working with over 100 gas
21 station/convenience stores that would also be utilizing those
22 packets, we decided to implement the purchase of this
23 equipment so that we could satisfy those ongoing requests for
24 us to continue to have more and more variety to our clients.

25 Q So if I could attempt to paraphrase your testimony --

1 A Sure.

2 Q -- a bit. Based on your preexisting relationship with
3 the Biltmore Estate in particular --

4 A Sure.

5 Q -- and several other gas stations and convenience stores,
6 FIREWALKER conducted some kind of analysis, some sort of, I
7 assume, a cost-benefit analysis to determine whether or not
8 the purchase of this machine from American Pharma would be
9 viable and profitable; is that fair?

10 A Absolutely.

11 Q And what did that analysis ultimately conclude?

12 A Looking at the ongoing requests that we were getting from
13 places like the airport, the Biltmore Estate, gas station,
14 convenience stores like Hot Spot and others, that there was
15 going to be, at a very minimum, at least a \$4,000-a-month
16 profit from the utilization of this machine. And that was
17 back in 2020 when we were a fraction of the size of the
18 operation that we are now.

19 We worked with a few universities like the University of
20 Tennessee and Wake Forest. Now we work with Elon University
21 of Wilmington. A lot of additional accounts that certainly
22 would be continuing to utilize these disposable packets as
23 well.

24 And so through the ongoing email and phone call requests
25 at -- of places like the Biltmore Estate, it was determined

1 that it was absolutely vital for us to purchase this machine
2 so that we could continue to diversify how we distributed our
3 products.

4 MR. KELLEY: May I approach the witness, Your Honor?

5 THE COURT: Certainly.

6 BY MR. KELLEY:

7 Q Mr. Donahue, before you -- before I ask you about that
8 document, I want to make something -- I want to make sure I
9 understand your testimony.

10 As I understand, you had some prospective relationships
11 where you had anticipated the use of this machine, but to ask
12 you a pointed question: Did you have any signed contracts in
13 place for the purchase of the packets that you would be
14 producing with this machine?

15 A We do not have any specific signed contracts stating a
16 specific amount of quantity for a one-off purchase; however,
17 places like the Biltmore Estate, we had ongoing emails back
18 and forth talking about, once our machine arrives, the
19 quantity size of how many packets we would put in a case, for
20 example -- because they're little ketchup packets, you can put
21 a shoebox size or a, you know, a big box, and you could put
22 300 packets or 3,000 in them.

23 So there was various back-and-forths about how large the
24 delivery size would be to places like the Biltmore Estate.

25 Q So I'll now direct your attention to the document that I

1 just handed to you. If you would please describe for the
2 Court what this is.

3 A This document is actually what we -- what I was actually
4 just mentioning. It is a dialogue between me and the
5 purchasing buyer -- the head purchasing buyer at the Biltmore
6 Estate. And that would be Laura Cardito at the time.

7 And this document is one that explains the size of the
8 packets that they would be ketchup size/style, that they would
9 have their logos on it, that we would be doing three different
10 flavors, and that they would be available as soon as our
11 machine was able to be turned on.

12 At this point, when this email had happened on
13 October 1st, we had already purchased the machine. The
14 machine was already waiting to be unboxed, and we were having
15 these dialogues saying, we're approaching the date when the
16 rolls of film are going to be coming in. We have the machine.
17 We're getting ready to turn it on. How many do you want per
18 box, basically?

19 We turn the machine on -- we open the box, realized that
20 we couldn't move, you know, use the -- use the machine at all,
21 and so the conversation was tabled until -- until today.

22 Q All right. You testified earlier that you -- your
23 business plan, when you were deciding whether to purchase this
24 machine, indicated that your profit would be conservatively
25 estimated at \$4,000 a month; is that correct?

1 A That is correct.

2 Q All right. I assume that that analysis also factors in
3 your anticipated overhead in your raw materials and any costs
4 that you incur in running the machine, storing it, etc.; is
5 that fair?

6 A It does. It does.

7 Q And so your -- you conservatively estimate that
8 FIREWALKER's damages based on lost opportunity costs are
9 \$4,000 a month extrapolated over the 62 months, I believe was
10 your testimony when we were talking about the storage of the
11 machine. So \$4,000 a month over 62 months; is that correct?

12 A For the storage, correct -- or for the -- for the sale --
13 for the estimated profit from the sale of the individual
14 packets, yes, correct. Sorry.

15 Q Are there any other components of your alleged damages
16 that we haven't discussed this morning?

17 A I don't believe so. We have the machine itself, the
18 rolls of film to produce the packets, the storage of the
19 machine, the produce that was purchased that day, the facility
20 fees, and the employee payroll that day. Those, all together,
21 are the things that we incurred.

22 Q Okay. And I'll just ask you just a simple question. You
23 have incurred attorney's fees during the course of this
24 litigation?

25 A That is correct.

1 MR. KELLEY: All right. I don't have any other questions
2 for Mr. Donahue. Your Honor, I would move that we enter
3 Exhibits 1 through -- that we mark Exhibits 1 through 4 as
4 Court exhibits and enter them into evidence.

5 THE COURT: Any objection? I think -- let's mark them
6 probably as Plaintiff's exhibits.

7 Is there any objection to those four exhibits?

8 MR. KELLEY: No, Your Honor.

9 THE COURT: All right. And you were given a copy of them
10 each time; right? I didn't put it on the record, but I should
11 have, but I noticed you were given a copy of each of them.
12 Okay.

13 So let's mark them Plaintiff's 1 through 4, and those
14 will be admitted into evidence without objection.

15 Let's do that real quick and then, Mr. Boatwright, I'll
16 allow you to ask questions, just, that way, if you want to ask
17 me questions about those, you can reference the number.

18 MR. BOATWRIGHT: Yes, Your Honor. Thank you.

19 MR. KELLEY: And I'm happy to help clarify as to which
20 document is which.

21 THE COURT: Yeah, if you'll help the court reporter out.
22 Do you have these documents?

23 THE WITNESS: Yes.

24 THE COURT: Will you hand those --

25 THE WITNESS: Sure.

1 THE COURT: Just remain seated.

2 THE WITNESS: Oh, sorry.

3 THE COURT: You're good.

4 Mr. Boatwright is going to ask some questions in just a
5 minute.

6 THE WITNESS: Yes, Your Honor.

7 (PLAINTIFF'S EXHIBIT NOS. 1 through 4 were marked and
8 admitted.)

9 THE COURT: All right. Are all those marked?

10 COURT MONITOR: Yes.

11 THE COURT: Okay. Thank you. If you don't mind, you can
12 just hand them back to the witness.

13 All right, Mr. Boatwright.

14 MR. BOATWRIGHT: Thank you, Judge. May it please the
15 Court.

16 CROSS-EXAMINATION

17 BY MR. BOATWRIGHT:

18 Q All right. Mr. Donahue, what day did you receive the
19 machine?

20 A What day did we receive the machine?

21 Q Yes.

22 A I would have to double-check my records, but I believe
23 the machine arrived in September.

24 The way that we function as a business is a -- we don't
25 -- we're not there 24/7. We don't operate every day. And so

1 it sat in our warehouse until we opened it.

2 Q So you would agree that, in your Complaint, you claim
3 that the machine, you received it on August 18th, correct, of
4 2020?

5 A I would have to double-check the date on that, but that
6 sounds like it could very well be true. It was at least a
7 month before we opened it, sitting in our warehouse.

8 Q And, today, when you're talking about opening it and
9 looking at the dates, you said it was October 10th is when you
10 opened it?

11 A That is correct.

12 Q All right. Did you ever buy the correct machine?

13 A To date, we still have not been able to afford to.
14 This was the single biggest investment that we've made as a
15 business in our 15 years, and it took everything we had to
16 purchase it. And we have not only not been able to make any
17 profit off of it, but we've been having to pay for it. So
18 it's been very, very difficult to try to accomplish anything
19 without having the ability to use it.

20 Q Whenever you started talking to American Pharma about
21 this machine, did you tell them that you were expecting your
22 profits to be \$4,000 a day?

23 A I never discussed with American Pharma as to my profits,
24 just my need and my use and my specifications, the exact size
25 that we would be outputting, the ketchup packet size, 15

1 milliliters, and they specifically pinpointed this to be the
2 correct machine and further advised me what dimensions of
3 rolled film to buy, all of that.

4 Q Just to clarify, again, the answer is no, you did not
5 ever talk to American Pharma about your expected profits;
6 correct?

7 A That is correct.

8 Q All right. And according to the last exhibit you got --
9 I think it's Exhibit 4, the email, that email chain, you
10 started talking to Biltmore about the gourmet hot sauce was
11 October 1st?

12 A October -- the October 1st date on this email is -- was
13 in anticipation of that October 10th unveiling of the machine.
14 So it was time for us to tell them we are ready to go, this is
15 happening, how many do you want?

16 Q And at that time when you started that conversation, you
17 had not checked the machine yet?

18 A The machine had not been opened. It was still in a fully
19 enclosed wood crate that you could not see the machine at all.
20 So it had not been unpackaged. It had not been unpackaged,
21 correct.

22 Q After you opened it, you said, "Oh, wait, this is the
23 wrong machine," you started talking to American Pharma. And
24 American Pharma and you talked back and forth trying to come
25 to some sort of resolution; correct?

1 A No.

2 Q You didn't have no contact with them?

3 A The day that I -- that we opened the pack -- the machine
4 and took all the pictures on October 10th, of all the damages,
5 and I emailed and texted these pictures and these problems to
6 American Pharma and to Dorothy Pierce. In her response that
7 day, she claimed that we damaged the machine and that it was
8 our fault and there was not going to be any refunds. That
9 happened immediately on the day that we told them that there
10 was a problem.

11 Q Okay. But they said -- they did respond to you. They
12 acknowledged your complaint?

13 A They did. They said it was our fault and "you're out of
14 luck."

15 Q All right. Now, the storage cost that you paid for this
16 thing to be stored in, did American Pharma ask you to store
17 it?

18 A No.

19 Q Did the Court order you to store it?

20 A No.

21 Q Has anybody -- has American Pharma asked you for it back?

22 A For the machine?

23 Q Yes.

24 A I have been trying to get a refund or a replacement for
25 the machine for six years. So, no, they have not asked for it

1 back.

2 Q Did you ever try to sell the machine?

3 A I did not.

4 Q Did you ever try to scrap the machine?

5 A No. Out of an abundance of caution, in case there needed
6 to be any sort of physical evidence showing that this machine
7 does not currently function, is not the right machine, I
8 wanted to make sure that we held on to it as an organization
9 so that we could use it as evidence and proof if we ever had
10 to verify that it was an inaccurate machine.

11 Q Now, you were talking about you had product that spoiled
12 because the machine was the wrong one. Did you plan to open
13 the machine on October 10th no matter what? Was that your
14 plan?

15 A With our group of employees that were there that day for
16 production, the sole purpose of the production that day was
17 specifically to unbox the machine and use it for the first
18 time. So we had all of our ingredients and all of our
19 employees and everything to basically unpackage and start that
20 day.

21 Q So y'all planned specifically to open the machine on that
22 day?

23 A Correct.

24 Q Why didn't you plan to do it anytime after -- before
25 then, within that two months that you had it?

1 A It's a good question. We -- we only go into production
2 every four to six weeks. When we go into a production, we
3 typically are there for 10, 12, 15 hours a day, and we'll make
4 thousands and thousands of bottles that might last us three
5 weeks or it might -- the cases might last us two months. It
6 depends on demand.

7 And so we purchased -- when the machine finally arrived,
8 it arrived actually about a week after one of our productions.
9 So we then did not have a production lined up for some time,
10 had to make sure we had all of the film coming in from
11 Sundance and all of our employees scheduled.

12 So that five-week period that the machine sat there was
13 to allow the normal time interval from a production.

14 Q But wouldn't it make sense to go out and check that the
15 machine that got delivered is the right machine and works
16 before you put in all this other effort and time for it?

17 A There is a number of different aspects involved with the
18 production. It's not something that I can do myself. I could
19 not even open -- I could -- it would be hard to open the
20 package -- the freight container myself, let alone move it
21 into place, and all of the different elements that are
22 involved with using a new piece of machinery.

23 So I'm reliant upon the team that I have employed -- that
24 I employ and that I surround myself with to be the experts on
25 machine operation and manufacturing and all the things, and

1 so -- so there was the -- there was not an opportunity to open
2 the machine and test it for use prior to this. This was the
3 first opportunity.

4 Q So, real quick, you said you rely on your team to do it?
5 So do you -- are you familiar -- are you the one that's
6 scheduled when it was opening, or was it your team that did
7 this?

8 A Yes, I understand what you're saying. I am the owner of
9 the company, and I'm at every single production that we've
10 done in our 15 years. I am involved in every aspect of it.
11 However, things are heavy and you can only lift certain things
12 by yourself. Things require two, sometimes more than two
13 hands, and it requires more than one person.

14 And so, yes, there is a certain aspect of the -- of each
15 production that I rely on my team, but I'm still involved with
16 all the aspects.

17 Q Let me make it simple for you. If you were able to open
18 it on October 10th, you were able to open it on August 18th;
19 correct? You had the -- you had the manpower, you had the
20 equipment, you had anything at your disposal that you needed
21 to open that machine earlier than October 10th?

22 A That is not true. I would have had -- I would have had
23 to have scheduled a full production. The facility where we
24 produce our sauces is a shared-use facility, and so there's a
25 calendar that is available that you have to schedule in

1 advance -- sometimes three weeks, sometimes six weeks in
2 advance just to get onto the calendar, because there's 90
3 different companies that are -- that utilize various parts of
4 the building.

5 And so we received the machine and scheduled as soon as
6 we could to open it and to use it for the first time.

7 Q Do you have anything to show when you reached out to
8 schedule that use?

9 A When we scheduled the calendar date?

10 Q So you said that, in order to open the machine, you had
11 to schedule it with that warehouse. So if you got the machine
12 on August 10th or August 18th, then there should be an email
13 or something from you to the warehouse saying, "Hey, I need
14 to -- I need to reserve this warehouse so I can open this
15 package"; right?

16 A We do have a online portal that the wear -- that the
17 facilities utilizes where we log in and we have a calendar.
18 We pick our date, our time. We schedule the facility that
19 way. So there is a record of the actual date request for
20 manufacturing. Yes, there is.

21 Q Do you have that with you today?

22 A I do not have that in paper form. I could certainly log
23 in and get that information to you.

24 Q Are you able -- right now, with whatever you have in
25 front of you, are you able to tell me what day you first

1 requested the use of that warehouse?

2 A After receiving the machine?

3 Q Yes.

4 A I am not able to give you a specific date in August or
5 September when we would have scheduled that, off of the top of
6 my head.

7 If it pleases the Court, I can certainly find that
8 information.

9 Q So it could have been the end of September when you
10 reached out to schedule it?

11 A Theoretically, it could have been any day after we
12 received the machine. That is -- a standard operating
13 procedure is to make sure you have all of your resources and
14 employees and produce and everything established before you
15 would book appointment -- book an appointment.

16 Q How much -- what's the business's profit per month
17 without this machine?

18 A Without this machine?

19 Q Yes.

20 A The business currently operates in above \$100,000 a year
21 in profit. Less than \$250,000 a year in profit.

22 Q In 2020?

23 A In 2020, we were actually -- we were already at \$100,000
24 a year in revenue for -- in profit, rather. Profit, yeah.

25 Q Thank you. No further questions.

1 THE COURT: Any redirect?

2 MR. KELLEY: Just one briefly, Your Honor.

3 REDIRECT EXAMINATION

4 BY MR. KELLEY:

5 Q Mr. Donahue, I'd direct your attention to Exhibit 3,
6 please.

7 A Sure.

8 Q You testified earlier that Exhibit 3 memorializes the
9 various checks that you wrote on the day that you opened the
10 machine and that it includes checks written to your employees,
11 it includes checks written to pay for your produce and to use
12 the facility; is that correct?

13 A That is correct.

14 Q In looking at Exhibit 3, are you able to identify the
15 exact dollar figure that FIREWALKER spent for the produce?

16 A Yes.

17 Q And can you tell the Court what that figure is?

18 A \$796.50 --

19 Q Okay.

20 A -- to Mountain Food Products.

21 Q Thank you.

22 MR. KELLEY: I don't have any further questions for
23 Mr. Donahue, Your Honor.

24 THE COURT: All right. Thank you. You can step down.

25 THE WITNESS: Thank you, Your Honor.

1 THE COURT: Thank you.

2 You can hand those back to the court reporter right
3 there. Thank you.

4 All right. Happy to hear argument. And, actually, hang
5 on one second before you do that.

6 Madam Court Reporter, can I see those exhibits, please?

7 Thank you.

8 Okay. Happy to hear arguments.

9 MR. KELLEY: Thank you, Your Honor. We don't have any
10 other witnesses to present today.

11 To summarize, the hard costs that Mr. Donahue has offered
12 testimony on: The \$16,000 paid for the machine, the \$945 paid
13 for the film, the \$2,196.87 paid for employees, facility
14 usage, and produce, comes to a total of \$19,141.87.

15 THE COURT: Can you do that a little -- 19,000...

16 MR. KELLEY: 19,141.87.

17 THE COURT: All right. Thank you.

18 MR. KELLEY: In addition to that, Mr. Donahue has offered
19 testimony regarding the storage costs for the machine, \$75 per
20 month for 62 months. That figure totals \$4,650.

21 And that figure, added to the 19,141.87, brings the total
22 to \$23,791.87.

23 Finally, Your Honor, Mr. Donahue offered testimony
24 regarding his anticipated profit for the machine of \$4,000 a
25 month for 62 months. That figure totals \$248,000.

1 So the full boat, Your Honor, exclusive of attorney's
2 fees, is \$271,791.87.

3 A couple of legal issues to point out regarding the
4 allegations of the Complaint. Obviously, the testimony that
5 you've heard today all relates to a transaction between
6 FIREWALKER and American Pharma. Our Complaint alleges that
7 Dorothy Pierce is, in fact, an alter ego of American Pharma,
8 and that any damages or judgment obtained against American
9 Pharma can be imputed to her individually.

10 Those allegations have all been proven as true and
11 correct in the eyes of the Court by virtue of the entries of
12 default that have been made against both American Pharma and
13 Ms. Pierce.

14 The Complaint also alleges a violation of the Unfair and
15 Deceptive Trade Practices Act. The components of that claim
16 have also been proven true and correct in the eyes of the
17 Court by virtue of the entries of default. That statute
18 entitles FIREWALKER to treble damages for the principal amount
19 and attorney's fees.

20 As to the issue of attorney's fees, I have handed
21 opposing counsel a Supplemental Affidavit of Attorney's Fees.

22 If I may approach the bench, I have a copy for the Court.

23 THE COURT: Certainly. Thank you.

24 Is there any objection to the Court making this
25 Plaintiff's Exhibit 4?

1 MR. BOATWRIGHT: No, Your Honor.

2 MR. KELLEY: It would be --

3 THE COURT: Excuse me, 5. I misspoke. Yes, it'll be
4 Plaintiff's Exhibit 5. So we'll mark that in a minute, but
5 that will be Plaintiff's Exhibit 5, the supplemental
6 affidavit. Okay?

7 (PLAINTIFF'S EXHIBIT NO. 5, Supplemental Attorney's Fee
8 Affidavit, was marked and admitted.)

9 MR. KELLEY: So brief procedural background, Your Honor.
10 This case was initially handled by an associate at my law firm
11 named Alan Jones. And Mr. Jones endeavored to hold Ms. Pierce
12 and American Pharma in default back in 2001 [sic].

13 The presiding judge over that hearing basically held the
14 motion in abeyance during the pendency of an appellate matter
15 that is related to this case having to do with the probate of
16 Dorothy Pierce's late husband, Mr. Doyle Elton Pierce's will.
17 So the case was stagnant for a number of years. That appeal
18 was dismissed last year, and we started to get some momentum
19 back in this case.

20 During the course of Mr. Jones's efforts to hold
21 Ms. Pierce and American Pharma in default, he filed an
22 Affidavit of Attorney's Fees that is on the record.

23 What I've handed you today is a Supplemental Affidavit of
24 Attorneys Fees and costs that memorialize the attorney's fees
25 that FIREWALKER Hot Sauce has incurred since the filing of

1 Mr. Jones's affidavit. The affidavit that I've handed you
2 today does endeavor to walk the Court through those fees and
3 costs and clarifies that the total amount due as memorialized
4 by this affidavit and its attached exhibit, in addition to the
5 fees captured by Mr. Jones's Affidavit of Attorney's Fees, is
6 \$16,243.86.

7 My affidavit has attached to it redacted copies of the
8 invoices my firm has sent to FIREWALKER.

9 I'm happy to answer any questions that either the Court
10 or Mr. Boatwright has regarding the fees and the invoices, but
11 our position is that FIREWALKER is entitled to those fees and
12 costs by virtue of the Unfair and Deceptive Trade Practices
13 Act violation.

14 Thank you, Your Honor.

15 THE COURT: All right. Thank you.

16 Happy to hear from you, Mr. Boatwright.

17 MR. BOATWRIGHT: Thank you, Your Honor. May it please
18 the Court.

19 Judge, first and foremost, I would argue that the
20 estimated profit increase is not a damage that can actually be
21 claimed or awarded. There's no evidence to prove that it was
22 -- it would have been 4K a month. It was just simply that he
23 said he estimated it.

24 More importantly, under contract law and under liability
25 law under torts, foreseeability is always at issue, and the

1 profits that he was planning to make, he never told American
2 Pharma about. He testified to that. He never discussed his
3 plans with them, that he had these potential orders. He never
4 got signed potential orders. He had conversations with a
5 company that may (indiscernible), but -- so it was not
6 foreseeable for American Pharma to see that he's going to lose
7 that profit, one.

8 Two, he also failed to mitigate his damages. He is
9 asking the Court to impugn 62 months of profit at \$4,000 a
10 month, \$248,000, and to make American Pharma pay him that. He
11 didn't do anything to mitigate his damage.

12 This machine cost \$16,000 total. His own testimony
13 established his company was making over 100 grand a year
14 profit in the year of 2020. He could, therefore, clearly
15 afford to buy that machine from another place. He could have
16 bought it within a month or two. He would have only had a
17 month or two worth of damages.

18 If he had opened the machine on August the 18th when he
19 received it, he would have seen then that the machine was
20 wrong, and he could have mitigated his damages. He didn't.
21 He held onto it for two months then he claimed stuff was wrong
22 with it, and that's why we're here.

23 So, Judge, we're asking that because the plaintiff's
24 failure to mitigate and for the lack of foreseeability, that
25 the only damages that should be awarded are the actual

1 damages, and that would be for the machine itself, and that is
2 \$16,000.

3 We would argue that the storage cost should not be
4 impugned to us for the full 62 months because there was no
5 legal requirement for him to do that, and for mitigating
6 damages, he should have sought to sell the machine, sought to
7 scrap the machine. He could have demanded any of the
8 defendants to come and pick it up, or they would abandon it
9 and making it lawfully his. He didn't do any of that, Your
10 Honor. So, because of that, we ask that you don't include the
11 storage cost.

12 As far as the checks and the produce that was lost,
13 again, Your Honor, there's no way for my client to know that
14 he was going to have \$800 in produce there that -- on the day,
15 two months after they got the machine, that could have
16 potentially spoiled.

17 So, Judge, we just want to -- you know, our biggest thing
18 is we think that the foreseeability limits, the estimated
19 profit, we believe that is a consequential damage of the
20 contract, and therefore, has not been -- the plaintiff has not
21 met their burden to be awarded that. We ask Your Honor to
22 issue only actual damages, which I said would be the \$16,000,
23 and then the attorney fees and then to treble that.

24 We would argue that, for the treble damages, the treble
25 damages is only trebling the principal amount, not the

1 attorney fees as well.

2 THE COURT: All right. Thank you.

3 Any response from the plaintiff as to the specific
4 arguments the defense has made?

5 MR. KELLEY: Briefly, Your Honor.

6 No disagreement from me as to the trebling position. The
7 attorney's fees are not trebled under the statute. We agree
8 on that.

9 THE COURT: I think that's correct under the statute.

10 MR. KELLEY: As to the foreseeability argument, I think
11 that it's certainly foreseeable that, in order to operate a
12 machine that is not even the correct machine that's ordered or
13 properly suited for the intended purpose, that there would be
14 some raw materials costs. Raw materials would be necessary to
15 run and operate the machine to determine whether or not it's
16 functional.

17 As far as the storage, Mr. Donahue has testified that he
18 basically has nothing -- nothing to do with this machine. He
19 has nowhere to put it.

20 Has he tried to sell it? No. He's offered the Court an
21 explanation as to why he hasn't attempted to sell it.

22 I'd submit that a \$75 monthly charge is very, very
23 reasonable to seek from these defendants.

24 As to the lost profits, I will certainly acknowledge the
25 speculative nature of those damages, and we're happy to leave

1 that to the Court's discretion.

2 Thank you, Your Honor.

3 THE COURT: All right. Thank you.

4 All right. Anything else from either side?

5 MR. KELLEY: Nothing from the plaintiff.

6 MR. BOATWRIGHT: No, Your Honor.

7 THE COURT: All right. Thank you. I appreciate your
8 arguments. I will take this matter under advisement. I'll
9 likely issue a Form 4 order instructing a more detailed order
10 to be prepared. So I will get that filed.

11 Thank you for being here.

12 MR. KELLEY: Thank you, Your Honor.

13 MR. BOATWRIGHT: Thank you, Your Honor.

14 (The hearing concluded at 11:32 a.m.)

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CERTIFICATE OF TRANSCRIBER

CASE NAME: FIREWALKER Hot Sauce v. American Pharma, et al.

DATE OF HEARING: 1/8/2026

COURT REPORTER/MONITOR: DCRP Court Monitor

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information, and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.



_ /s/ Bobbi Fisher _____

Bobbi Fisher, RPR and Certified Transcriber

Date Submitted: 6/2/26

NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT." ALL REQUESTS FOR COPIES OF THE ATTACHED TRANSCRIPT (FORM 800) FROM OPPOSING PARTY OR NON-PARTIES MUST BE SENT TO THIS REPORTER AT BFISHER@SCCOURTS.ORG.

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AH

January 8, 2026 Damages Hearing Summary of Exhibits

Definitive Exhibit Volume pages 335-336

Source document(s):

20260108 00 Damages Hearing Summary of Exhibits(1).pdf



DOCKET NO.:

SUMMARY OF EXHIBITS

[illegible]

**SIGNED BY THE
CLERK OF COURT:**

DATE:

Darrian Coilstraf, NCRP

¹ State (S) if it was introduced by the Solicitor, Plaintiff (P) if it was introduced on behalf of the plaintiff, Defendant (D) if it was introduced on behalf of the defendant, Court (C) for items from pre-trial hearings, guardian reports, juror questions, and Grand Jury (GJ) for items introduced in a Grand Jury proceeding.

Effective 03/05/2024

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AI

January 9, 2026 Form 4 Granting Damages and Denying Continuance

Definitive Exhibit Volume pages 337-340

Source document(s):

20260109 Form 4 Order Granting Damages and Denying Continuance(3).pdf

Firewalker Hot Sauce Company 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:

The court head Plaintiff's Motion for Damages on January 8, 2026. All parties were properly noticed of the hearing. Bryan Kelley appeared on behalf of Plaintiff; Ashaley Boatwright appeared on behalf of Defendant American Pharma Machinery; Defendant Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce (Defendant Pierce and collectively, Defendants) was properly served notice of the hearing and did not appear because she is out of the country. After careful and deliberate consideration, the court GRANTS Plaintiff damages and Plaintiff's counsel shall prepare a detailed order as follows.

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 01/08/2026 .

Dorothy Pierce for Dorothy Pierce
Dorothy Pierce for Dorothy Pierce
Queen Dorothy Amolo
Dorothy Alweny
Dorothy Wells
Doyle Elton Pierce Estate for Dorothy Pierce Personal Representative
Dorothy Pierce Personal Representative for Doyle Elton Pierce Estate

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-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

Pro se Defendant Pierce emailed the court on January 6, 2026, to request a continuance because she has been in Uganda for several months. The court notes Defendant Pierce made no flight plans to be in court despite proper notice and instead requested a continuance only two days before the hearing on a case filed in 2021. The request for a continuance is denied. On the day of the hearing, Defendant Pierce filed several documents which the court reviewed and considered.

On December 8, 2025, the court entered an order of default against Defendants. Therefore, all causes of action in Plaintiff's Complaint are deemed true and accurate. Defendants are liable for all causes of actions in Plaintiff's complaint. As such, Defendant Pierce is deemed an alter ego of Defendant America Pharma Machinery and is personally liable. Defendants breached the contract, breached the express warranty, committed fraud, violated the SC Unfair Trade Practice Act (UTPA), breached the implied warranty of merchantability, and breached the implied warranty of fitness for a particular purpose. Per statute, damages under the UTPA are trebled. The UTPA statute also authorizes awarding attorney fees.

The court finds Plaintiff's request for damages due to lost profits is too speculative to award as Plaintiff had no signed contracts with potential customers or data to support its claim for lost profits.

The court GRANTS Plaintiff's motion for damages. Defendants shall pay damages as follows.

- 1.\$16,000.00 for the cost of the machine
- 2.\$945.00 for the costs of film ordered to use in the machine
- 3.\$2,196.87 for the materials and employee costs when the Plaintiff planned to run the machine the first time
- 4.\$4,650.00 for storage costs – it was reasonable for Plaintiff to store the machine at issue in pending litigation and Plaintiff did not cause the significant delay in litigation
- 5.\$16,243.86 for Attorney Fees (the amount stated in the filed Affidavits of Attorney Fees)

The damages stated in paragraphs 1 through 4 shall be trebled pursuant to the UTPA.

Plaintiff's counsel shall draft an order which includes procedural history, a summary of the testimony and evidence, findings of facts, conclusions of law, and citations to applicable law which incorporates the court's order. Additionally, the court finds Plaintiff's testimony credible. This order shall be e-filed as a proposed order on or before January 30, 2026.



Oconee Common Pleas

Case Caption: Firewalker Hot Sauce Company Llc VS American Pharma Machinery
Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Electronic Form 4

It is so ordered.

s/ Jane H. Merrill

Electronically signed on 2026-01-08 23:41:29 page 3 of 3

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AJ

January 30, 2026 Certificate of Service for Proposed Default Judgment

Definitive Exhibit Volume pages 341-342

Source document(s):

20260130 Certificate of Service for Proposed Default Judgment(1).pdf

| | | |
|---|---|------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| |) | |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | CERTIFICATE OF SERVICE |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |

This is to certify that I have on this 30th of January 2026 served at true copy of *proposed Order for Default Judgment* by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail, at Greenville, South Carolina addressed to the following persons at the following address which is the last address known to me:

Dorothy Wells a/k/a Dorothy Alweny a/k/a
Queen Dorothy Amolo a/k/a Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678
dorothypierce84@gmail.com

The Estate of Doyle Elton Pierce
c/o Dorothy Pierce, Personal Representative
750 Mourning Dove Lane
Seneca, South Carolina 29678

Katharine O. Spooner, CP
Certified Paralegal to Bryan P. Kelley

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AK

February 3, 2026 Order for Damages Default Judgment and Form 4

Definitive Exhibit Volume pages 343-349

Source document(s):

20260203 Order for Damages Default Judgment - Searchable E-Filed Copy(2).pdf

| | | |
|---|---|-------------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| |) | |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | ORDER FOR DAMAGES |
| |) | DEFAULT JUDGMENT |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |
| |) | |

THIS MATTER comes before the Court on the Motion of Plaintiff Firewalker Hot Sauce Company, LLC (“Firewalker”) for an Order for Default Judgment against Defendants American Pharma Machinery, LLC (“American Pharma”) and Dorothy Wells a/k/a Dorothy Alweny a/ka Queen Dorothy Amolo a/k/a Dorothy Pierce (“Pierce”) (collectively, the “Defendants”) pursuant to Rule 55 of the South Carolina Rules of Civil Procedure.

The Court, having previously ordered default judgement against Defendants, with the amount to be determined by damages hearing by Order dated December 8, 2025. A damages hearing was held on January 8, 2026. Present at the hearing were Bryan P. Kelley, counsel for the Plaintiff, and Ashaley Boatwright, counsel for American Pharma. Defendant Pierce was not present but acknowledged her receipt of notice of the damages hearing by e-mail to the Court dated January 6, 2026.

In support of its damages, Firewalker presented the testimony of Francis Donahue, principal of Firewalker and exhibits. Based on the testimony of Mr. Donahue and its review of the exhibits, the Court makes the following findings of fact and conclusions of law:

1. Firewalker paid to American Pharma the sum of \$16,000.00 for the food processing equipment that is the subject of this litigation.

2. Defendants are in default, and they are therefore liable for all causes of actions Plaintiff alleged in its Complaint and Amended Complaint.

3. Firewalker is entitled to recover its full purchase price, \$16,000.00, from American Pharma due to American Pharma's breach of the contract.

4. Firewalker incurred actual costs of \$945.00 for consumable film materials necessary to test the functionality of the equipment in anticipation using the machine for its initial test run.

5. Firewalker incurred actual costs of \$2,196.87 to pay employee payroll and facility usage costs for the equipment's initial test run.

6. Firewalker's consumable film, payroll, and facility usage costs were or should have been reasonably anticipated and foreseeable by American Pharma as part of its sale of the equipment to Firewalker.

7. Firewalker has incurred \$4,650.00 in actual costs to store the machine since its purchase in a reasonable effort to mitigate its damages, the same being also being reasonably foreseeable and anticipated by American Pharma.

8. Based on the foregoing, Firewalker has incurred actual damages of \$23,791.87.

9. As set forth in the Complaint, American Pharma willfully and knowingly employed unfair and deceptive methods, acts and practices against Firewalker in violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq.*

10. Pursuant to S.C. Code Ann. § 39-5-140, Firewalker is entitled to a judgment in the amount of three times its actual damages (\$71,375.61), plus reasonable attorney's fees and costs.

11. Based on the Affidavits of Attorney's Fees submitted to the Court; Firewalker has incurred reasonable attorney's fees in the amount of \$16,243.86. The reasonableness of these costs and fees is uncontested by Defendants.

12. As set forth in the Complaint, Defendants American Pharma and Pierce are alter egos of one another, and that any liability of American Pharma is therefore imputed to Pierce.

13. The court finds Plaintiff's request for damages due to lost profits is too speculative to award as Plaintiff had no signed contracts with potential customers or data to support lost profits.

14. Based on the foregoing, Firewalker is entitled to a judgment against the Defendants in the amount of \$87,619.47, plus post-judgment interest thereon, and Firewalker is entitled to collect such judgment against the Defendants jointly and severally.

NOW THEREFORE, based on the foregoing, the Clerk of Court is hereby directed to enter judgment against Defendants American Pharma Machinery, LLC and Dorothy Wells a/k/a Dorothy Alweny a/ka Queen Dorothy Amolo a/k/a Dorothy Pierce and in favor of Firewalker Hot Sauce Company, LLC in the amount of \$87,619.47.

IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE FOLLOWING
[South Carolina Electronic Filing Policies and Guidelines § 6(a)]

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

Firewalker Hot Sauce Company, LLC,
PLAINTIFF(S)

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-37-00149

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

Submitted by: Bryan P. Kelley

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

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) |
| Firewalker Hot Sauce Company, LLC | American Pharma Machinery, LLC | \$87,619.47 |
| Firewalker Hot Sauce Company, LLC | Dorothy Wells a/k/a Dorothy Alweny
a/k/a Queen Dorothy Amolo a/k/a
Dorothy Pierce | \$87,619.47 |
| 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.

s/ Jane H. Merrill
Circuit Court Judge

2794
Judge Code

2/3/26
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: Firewalker Hot Sauce Company Llc VS American Pharma Machinery
Llc , defendant, et al
Case Number: 2021CP3700149
Type: Order/Damages

It is so ordered.

s/ Jane H. Merrill

Electronically signed on 2026-02-03 13:50:26 page 6 of 6

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AL

February 27, 2026 Notice of Appeal

Definitive Exhibit Volume pages 350-351

Source document(s):

20260227 Notice of Appeal from Damages Judgment with Attached Order(1).pdf

Note: Only the Notice of Appeal page is reproduced here; the attached February 3 Order appears in full as Exhibit AK.

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Firewalker Hot Sauce Company, LLC, Plaintiff- Respondent,

v.

American Pharma Machinery, LLC, Dorothy Wells a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce, and the Estate of Doyle Elton Pierce, Defendants.

Of whom Dorothy Pierce is the Appellant.

Appeal From Oconee County

The Honorable Jane H. Merrill, Circuit Court Judge

C.A. No. 2021-CP-37-00149

2026 FEB 27 P 2:51

FILED OCONEE COUNTY SC
MELISSA G. BURTON
CLERK OF COURT

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Dorothy Pierce ("Appellant"), appearing pro se, appeals to the South Carolina Court of Appeals from the Order for Damages dated February 3, 2026, entered in the Court of Common Pleas for Oconee County by the Honorable Jane H. Merrill, and from any and all prior or related orders related to this matter.

Appellant received written notice of entry of the Order for Damages on February 4, 2026, via email from counsel for Respondent attaching a file-stamped copy of the signed Order.

This Notice of Appeal is filed within thirty (30) days as required by Rule 203(b)(1), SCACR.

Filed on February 27, 2026

/s/Dorothy Pierce

DOROTHY PIERCE

Appellant Pro Se

750 Mourning Dove Lane

Seneca, South Carolina 29678

dorothypierce84@gmail.com

ENTERED
FILED
COMPTON

**IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

C.P. Case No. 2021-CP-37-00149 | Appellate Case No. 2026-000480

DEFINITIVE SUPPORTING EXHIBITS A–AT

to Appellant's Return in Opposition to Respondent's Motion to Dismiss Appeal
Firewalker Hot Sauce Company, LLC v. Dorothy Pierce

Part I (pages that follow the original numbering of the 351-page A–AL book) is the previously compiled volume. Part II begins immediately after page 351 and adds circuit-court papers that were in Appellant's production but were not reproduced behind the A–AL tabs.

Papers not in Appellant's production cannot be manufactured: the standalone Notice of Appearance (only the April 23, 2021 certificate of service is on file as Exhibit F), the March 23, 2021 affidavits of service referenced in Exhibit C, the January 8, 2026 Brief in Opposition to Damages (only the transmitting email is Exhibit AF), a July 22, 2025 Form 4, a remittitur clerk entry, and Plaintiff's five numbered January 8 hearing exhibits as separately marked copies.

PART II — SUPPLEMENTAL EXHIBIT INDEX

| Ex. | Document | Record date |
|-----|---|------------------------|
| AM | Estate Answer and Lack of Privity Defense | Apr. 23, 2021 |
| AN | Estate Memorandum Opposing Default and Motion to Dismiss | Sept. 25, 2025 |
| AO | Memorandum Opposing Default and Requesting Dismissal | Sept. 25, 2025 |
| AP | Continuance exhibits — election schedule and travel records | Oct. 21, 2025 |
| AQ | Filed copy of Motion to Remove from Trial Docket | Oct. 21, 2025 |
| AR | Response opposing intervention, with exhibits | Aug. 27, 2021 |
| AS | Plaintiff affidavit of attorneys' fees and certificate of service | Aug. 26, 2021 |
| AT | Notice of intervention hearing and certified-mail receipt | Aug. 30, 2021 |
| AU | April 2025 hearing notices on strike and default | Mar. 25 / Apr. 2, 2025 |
| AV | Court emails scheduling September 25 hearing | Aug. 18, 2025 |
| AW | Delta receipt — September 1 Uganda departure | July 27, 2025 |
| AX | Uganda Electoral Commission revised election dates | Sept. 18, 2025 |

Use Exhibits AM–AX with the corresponding A–AL tabs already in Part I.

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AM

Estate of Doyle Elton Pierce — Answer and Affirmative Defense of Lack of Privity

Filed April 23, 2021 in 2021-CP-37-00149

Source document: 20210423 02 Estate Answer and Lack of Privity Defense.pdf

Supplemental exhibit added to the definitive A–AL volume.

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

Firewalker Hot Sauce Company ,LLC

Plaintiff

-vs-

American Pharma Machinery,
Dorothy Pierce and, The Estate of
Doyle Elton Pierce

Defendants.

IN THE COURT OF COMMON PLEAS

C.A NO.2021-CP-37-00149

ANSWER, AFFIRMATIVE DEFENSES

2021 APR 23 P 4:11

FILED OCONEE COUNTY SC
MELISSA C. BURTON
CLERK OF COURT

1. ANSWER

Defendant(s) answer the complaint as follows:

Deny the statements contained in all paragraphs.

2. AFFIRMATIVE DEFENSES

Defendant(s) other defenses are:

Lack of Privity

Dated this 23rd Day of April, 2021

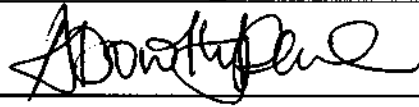
Copies To:

Atty _____ (P) _____ (D) ☒

Clerk _____ Other _____

Handed ☒ Dorothy

ENTERED
[Signature]
Page 1 of 2

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

Dorothy Pierce

**Personal Representative, Doyle
Elton Pierce Estate.**

**750 Mourning Dove
lane, Seneca, SC. 29678**

Tel: 864-324-3247

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AN

Estate Memorandum Opposing Default Judgment and Motion to Dismiss

Filed September 25, 2025

Source document: 20250925 Estate Memorandum Opposing Default and Motion to Dismiss.pdf

Supplemental exhibit added to the definitive A–AL volume.

| | | |
|---|---|------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | TENTH JUDICIAL CIRCUIT |
| |) | |
| | | CASE NO; 2021-CP-3700149 |
| Firewalker Hot Sauce Company ,LLC |) | |
| Plaintiff |) | |
| |) | |
| -vs- |) | |
| American Pharma Machinery, Dorothy |) | |
| Pierce and, The Estate of Doyle Elton Pierce |) | |
| |) | |
| Defendants |) | |

**DEFENDANT ESTATE OF DOYLE ELTON PIERCE’S MEMORANDUM IN
OPPOSITION TO PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT AND
MOTION TO DISMISS**

Defendant, the Estate of Doyle Elton Pierce (the “Estate”), by and through its Personal Representative, Dorothy Pierce, respectfully opposes Plaintiff’s Motion for Default Judgment and hereby moves this Court for an Order dismissing the Estate as a party to this action with prejudice.

INTRODUCTION

Plaintiff seeks a default judgment against a party that has no legal connection to this dispute. The brief 11-day delay in filing the Estate’s Answer was the result of the excusable neglect of its Personal Representative, Dorothy Pierce, who was suffering from profound personal tragedy and illness, including grieving the sudden death of the decedent himself.

This Court should not only deny the default motion but also **dismiss the Estate entirely**, as the claims against it are legally and factually baseless. The decedent, Doyle Elton Pierce, had no involvement in the business transaction at issue. Furthermore, Plaintiff already pursued this claim against the Estate in Probate Court, where it was **dismissed and denied**. Plaintiff’s failure to appeal that decision bars them from relitigating the issue here.

ARGUMENT

I. THE MOTION FOR DEFAULT JUDGMENT SHOULD BE DENIED

Under South Carolina law, a default may be set aside for “good cause shown,” which requires a showing of excusable neglect, a meritorious defense, and a lack of prejudice. *Williams v. Vanvolkenburg*, 312 S.C. 373, 375 (Ct. App. 1994). The Estate meets this standard.

A. The Delay Was Caused by Excusable Neglect. The failure to file a timely Answer was the direct result of the profound personal crisis suffered by the Estate’s Personal Representative. In her capacity managing the Estate, she was overwhelmed by the grief of the decedent’s sudden death, compounded by her own serious illness with COVID-19 and a catastrophic business collapse. This constitutes a textbook example of excusable neglect.

B. The Estate Has Appeared and Default is Improper. Default judgment is an extreme sanction intended only for defendants who **completely fail to appear or defend a case**. See *Sundown Operating Co. v. Intedge Industries, Inc.*, 383 S.C. 601, 607 (2009). That is not the situation here. The Estate has filed an Answer and is actively litigating this matter, demonstrating a clear intent to defend itself.

C. The Estate Has a Complete and Meritorious Defense. The Estate possesses a complete defense on the merits. Specifically, Plaintiff previously submitted this exact claim against the Estate in the Oconee County Probate Court. That claim was **dismissed and denied** in its entirety. Plaintiff’s failure to appeal that final decision means the matter is settled. This prior court ruling demonstrates not just a meritorious defense, but a dispositive one that legally bars Plaintiff’s claim and more than satisfies the requirement for setting aside a default.

II. THE ESTATE MUST BE DISMISSED FROM THIS ACTION WITH PREJUDICE

Beyond the procedural issue of default, the claims against the Estate fail as a matter of law and must be dismissed.

A. The Estate is an Improper Party to this Action. The claim against the Estate fails because the decedent had **no legal involvement** in the underlying transaction. Doyle Elton Pierce had **no ownership interest** in American Pharma Machinery, LLC, was **not a party to any contract** with Firewalker, and had **no managerial or operational role** in the sale or delivery of the machine. Plaintiff has failed to state a claim upon which relief can be granted because there is no legal basis to hold the Estate liable for a business dispute in which the decedent was not a participant.

B. Plaintiff's Claim is Barred by the Prior Probate Court Ruling. This issue has already been litigated and decided. Plaintiff submitted a formal claim against the Estate in the **Oconee County Probate Court** based on the exact same allegations presented in this lawsuit. On December 10, 2020, the Probate Court **dismissed and denied** Plaintiff's claim in its entirety. Plaintiff **failed to appeal** the Probate Court's final decision within the statutory time frame. By doing so, Plaintiff has **waived and forfeited** any right to pursue this claim again. The matter is settled, and Plaintiff is barred from this second attempt to recover from the Estate.

CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, the Estate of Doyle Elton Pierce respectfully requests that this Court enter an Order:

1. **DENYING** Plaintiff's Motion for Default Judgment;
2. **SETTING ASIDE** any entry of default against the Estate;
3. **GRANTING** the Estate's Motion to Dismiss and dismissing the Estate of Doyle Elton Pierce from this action **with prejudice**; and
4. Awarding such other and further relief as the Court deems just and proper.

Respectfully submitted this September 24, 2025



Dorothy Pierce, PR. Estate of Doyle Elton Pierce
750 Mourning Dove Lane Seneca, SC 29678
(864) 324-3247
dorothypierce84@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on this September 25, 2025, I have served a copy of the foregoing DEFENDANT DOROTHY PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT upon counsel of record for Plaintiff by depositing same in the U.S. Mail, postage prepaid and by email addressed as follows:

Alan G. Jones
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050
P.O. Box 1887
Greenville, SC 29602
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Dorothy Pierce, PR. Estate of Doyle Elton Pierce
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IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AO

Memorandum Opposing Default Judgment and Requesting Dismissal

Filed September 25, 2025

Source document: 20250925 Memorandum Opposing Default Judgment and Requesting Dismissal.pdf

Supplemental exhibit added to the definitive A–AL volume.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Firewalker Hot Sauce Company ,LLC

Plaintiff

-vs-

American Pharma Machinery, Dorothy
Pierce and, The Estate of Doyle Elton Pierce

Defendants

IN THE COURT OF COMMON PLEAS

TENTH JUDICIAL CIRCUIT

CASE NO; 2021-CP-3700149

FILED OCONEE COUNTY, SC
MELISSA G. BURTON
CLERK OF COURT
2025 SEP 25 P 1:07

**DEFENDANT DOROTHY PIERCE'S MEMORANDUM IN OPPOSITION TO
PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AND REQUEST TO DISMISS
CASE AGAINST DEFENDANT DOROTHY PIERCE.**

Defendant Dorothy Pierce ("Pierce"), appearing pro se, respectfully submits this memorandum in opposition to the Motion for Default Judgment filed by Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker"). For the reasons set forth below, and in accordance with South Carolina's strong policy of resolving cases on their merits, Plaintiff's motion should be denied.

INTRODUCTION

Plaintiff seeks the drastic remedy of default judgment based on a mere 11-day delay in the filing of Defendant's Answer. This delay was not the result of willfulness, but of excusable neglect arising from a series of profound personal and professional crises. Defendant Pierce has appeared, asserted meritorious defenses, and filed her own counterclaims. **It is the long-standing policy of the courts in South Carolina that cases should be decided on their merits, and not by default. See *McDaniel v. U.S. Fidelity & Guaranty Co.*, 324 S.C. 639, 643, 478 S.E.2d 868, 871 (Ct. App. 1996).** Because Defendant has met the legal standard for setting aside a default and is actively seeking to litigate this case, granting Plaintiff's motion would constitute a grave injustice.

FACTUAL BACKGROUND

1. On May 22, 2020, Plaintiff Firewalker Hot Sauce Company, LLC ("Firewalker") received and approved a written Quote from American Pharma Machinery, LLC ("APM") for one (1)

Small Bag Sachet Filling Machine, Model DXDY2-40II, a gel/cream/viscous liquid packing machine with optional add-ons including a stirring device, heating hopper, and ink printer.

2. On June 10, 2020, APM issued Invoice No. 1139 to Firewalker for the DXDY2-40II machine, which matched the quoted specifications. The Invoice expressly provided that: (a) payment was non-refundable because the machine was customized; and (b) the one-year warranty covered only manufacturer defects, not damages caused by customer negligence.
3. Firewalker, through its principal Franco Donohue, made full payment of \$16,000 by August 3, 2020.
4. Donohue asked APM to provide a quotation for packaging foils compatible with Firewalker's machine. After receiving the quotation, Donohue declined to proceed, claiming that the minimum order quantity (MOQ) of 200 kilograms of film roll per design required by APM was not within Firewalker's budget.
5. APM then offered to design a template layout for the film roll to guide Firewalker on the exact specifications of packaging rolls compatible with the machine, in case Donohue chose to use another supplier. Donohue, however, refused this assistance.
6. Donohue subsequently hired a different company that designed and produced the wrong type of packaging film. The rolls provided were sealed on three sides and therefore could not be used with the DXDY2-40II, which requires back-sealed rolls.
7. On August 18, 2020, Dorothy Pierce, acting on behalf of APM, personally delivered the brand-new, customized DXDY2-40II machine to Firewalker's shared kitchen facility in Candler, North Carolina. She was accompanied by her late husband, Doyle Elton Pierce, who rented the truck for transport. The Machine was securely packaged, wrapped in protective film, and mounted on a pallet suitable for forklift offloading.
8. Donohue was present at delivery and personally operated the forklift to offload the Machine. Donohue expressly admitted to Pierce that he was not properly trained in forklift operation but nevertheless insisted on unloading the Machine himself because he had no qualified personnel available. APM had no duty or responsibility to offload the Machine and no control over Firewalker's handling once delivery occurred.
9. On September 1, 2020, Donohue texted Pierce requesting the instruction manual for the DXDY2-40II machine by name. This proves Donohue knew and accepted the correct model was delivered and did not claim it was "the wrong machine."
10. Over the next 40 days, Donohue repeatedly communicated with Pierce about installation, film specifications, and electrical requirements. At no point during this period did Donohue report dents, scratches, or damage of any kind.

11. On October 2, 2020, Donohue texted about the 220V power outlet plug and confirmed plans to operate the machine. Again, no mention was made of damages.
12. On October 10, 2020, Donohue texted: "We are at Facility with rolls of film and going to unbox machine today and try it out. I wanted to let u know in case we need phone tech support." Pierce responded that installation support required 24 hours' notice and was unavailable on Saturdays.
13. Minutes later, Donohue first claimed: "The machine is dented on every piece." This was the first time in nearly two months Firewalker alleged physical damage.
14. On October 12, 2020, Donohue escalated by claiming for the first time that Pierce had delivered the "wrong machine" — a DXDJ-40 Paste/Cream machine instead of the DXDY2-40II. This was a false statement, contradicted by Firewalker's own Quote, Invoice No. 1139, and earlier text messages referencing the DXDY2-40II.
15. When pressed for evidence, Donohue initially sent photos of the machine still wrapped in protective film, pristine and undamaged. These photographs matched the condition at delivery and undermined his claim of preexisting damage.
16. After Pierce requested clearer photos because the pictures showed no damage, Donohue then sent a second set of photographs showing a used, scratched, dented machine with powder residue inside and sachet rolls installed. These later photographs proved that Donohue had already been operating the machine, contrary to his story that it arrived damaged and unusable.
17. If the machine had truly arrived "dented on every piece," Donohue would not have unwrapped it, installed sachet rolls, and run powder through it. His attempt to pass off operational wear-and-tear as "delivery damage" was a deliberate fraud.
18. Importantly, Donohue himself sent Pierce photographs showing the Machine still in its package, properly wrapped and crated, without any visible damage at the time of uncrating. These images confirm beyond dispute that the Machine arrived in pristine condition. Firewalker's own evidence contradicts its later claims.
19. Initially, the Machine was set down without incident and placed against a wall. However, subsequent photographs confirm that, during unwrapping and repositioning, Donohue moved the Machine into the middle of the floor, creating unnecessary risks for mishandling and damage. From that point forward, the Machine was under Firewalker's exclusive custody and control, and any dents, scratches, or defects occurred solely because of Donohue's negligent actions.
20. On October 14–15, 2020, APM's engineers reviewed the photos and concluded the machine had been dropped or mishandled at Firewalker's facility. Damage to the hopper, barrel, and heating system was consistent with impact during uncrating or movement.

21. Pierce, through APM, offered Firewalker replacement parts at cost, consistent with the warranty terms. Donohue rejected this and instead demanded a full refund or free replacement, contrary to the Terms of Sale and Warranty.
22. When Pierce refused to participate in this extortionate scheme, Donohue fabricated further allegations, including misrepresentation, fraud, and unfair trade practices, and filed this lawsuit to weaponize the courts in pursuit of a baseless refund.
23. The true facts show that:
 - a. Firewalker received the exact machine it ordered;
 - b. The machine was delivered brand new, undamaged, and in pristine condition;
 - c. Donohue accepted and used the machine for weeks before concocting false claims;
 - d. Donohue himself negligently damaged the machine while uncrating or operating it; and
 - e. Donohue and Firewalker have abused the legal process to harass Pierce, defame her business, and attempt to obtain money or free equipment through fraud.
24. Firewalker lied in the Amended Complaint by claiming there were “seven employees” uncrating the Machine. That allegation is a complete fabrication. The photographs Donohue sent to Pierce show the truth — there was only one worker present. That worker was unqualified, reckless, and even positioned the 900-pound Machine dangerously close to the edge of the pallet.
25. This lie was not an innocent mistake. It was a calculated attempt by Donohue to conceal his own negligence and to create the false appearance that the Machine was carefully handled when it was not. Donohue’s own photos prove otherwise: the Machine was mishandled inside Firewalker’s facility by a single, untrained individual. By making these false statements, Donohue deliberately misrepresented material facts to this Court in order to shift responsibility for his own misconduct onto Pierce. This deliberate misrepresentation is further evidence of Donohue’s and Firewalker’s bad faith, fraudulent intent, and unclean hands, manufactured to cover up damage that occurred while the Machine was under their exclusive custody and control.

LEGAL ARGUMENT

Under Rule 55(c) of the South Carolina Rules of Civil Procedure, a court may set aside an entry of default for “good cause shown.” **To establish good cause, a defendant must demonstrate that: (1) the failure to answer was due to excusable neglect; (2) the defendant has a meritorious defense; and (3) the plaintiff will not be prejudiced by setting aside the default.** *Williams v. Vanvolkenburg*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994). Defendant Pierce meets all three requirements.

I. The Delay Was Caused by Excusable Neglect.

The determination of excusable neglect is a matter of discretion for the court, focusing on whether a party's failure to act was something a reasonably prudent person might have done under the same circumstances. *See Thompson v. Wilder*, 385 S.C. 26, 30, 682 S.E.2d 499, 501 (Ct. App. 2009). Here, the 11-day delay was the direct result of a perfect storm of personal tragedy and professional disaster. The sudden death of a spouse, a serious illness (COVID-19), and the sabotage of one's business are not trivial matters. The resulting state of severe emotional distress and physical incapacitation provides a textbook example of excusable neglect. Defendant was not defiant; she was debilitated.

II. Defendant Pierce Has a Meritorious Defense and Has Filed Counterclaims.

To establish a "meritorious defense," a party need not prove they will win at trial, but only that the defense is "good at law" and worthy of being presented to the court. *In re Estate of Weeks*, 329 S.C. 251, 259, 495 S.E.2d 454, 459 (Ct. App. 1997). Defendant Pierce has far exceeded this standard by asserting substantial defenses and fifteen of her own counterclaims. This is not the conduct of a party in default, but of a litigant with meritorious claims and defenses, which include:

1. **Fraudulent Misrepresentation and Concealment:** Firewalker and its principal, Franco Donohue, **knowingly and intentionally lied** about the condition and model of the machine. The evidence, including the paid invoice, Mr. Donohue's own text messages requesting the manual by its specific model name, and his initial photographs showing the machine in pristine condition, proves these claims were false. This deception was compounded by fraudulent concealment, as they deliberately **created a false timeline** to hide the fact that the machine was in their exclusive custody for nearly two months, which is when the damage truly occurred.
2. **Negligence and Gross Negligence:** The damage to the machine was the direct result of **Mr. Donohue's own gross negligence**. He had a duty to handle the 900-pound piece of equipment safely but breached that duty by operating a forklift despite admitting he was **untrained** to do so. His subsequent careless uncrating and handling of the machine is the sole proximate cause of the damage.
3. **Defamation and Commercial Disparagement:** Mr. Donohue's false statements were **published in court pleadings and communicated to third parties**. By accusing Ms. Pierce of delivering damaged or incorrect equipment, he engaged in defamation and injurious falsehood calculated to harm her professional reputation, interfere with her business relationships, and cause direct economic loss.
4. **Abuse of Process and Unfair Trade Practices:** This lawsuit represents a clear **abuse of the legal process**, initiated not to resolve a legitimate dispute but with the ulterior motive of harassing and coercing Ms. Pierce into providing a refund. This conduct, designed to

extort a benefit through deceit, constitutes an **unfair and deceptive trade practice** under the South Carolina Unfair Trade Practices Act (SCUTPA). Furthermore, by retaining the machine while demanding a full refund, Mr. Donohue is attempting a form of **conversion** and seeking an unjust double recovery.

5. **Breach of Contract and Good Faith:** In the alternative, the facts show it was **Firewalker and Mr. Donohue who breached the contract**. Ms. Pierce fully performed her obligations by delivering the correct, new, and undamaged machine. It was Firewalker that breached the contract by negligently damaging the equipment and then violating the implied covenant of **good faith and fair dealing** by fabricating claims to escape the consequences of its own actions.

III. Plaintiff Will Suffer No Prejudice from Setting Aside the Default.

For prejudice to exist, the setting aside of a default must cause tangible harm to the plaintiff's ability to prosecute their case, such as the loss of evidence or unavailability of witnesses. Mere delay is not sufficient to establish prejudice. *See Wham v. Shearson Lehman Brothers, Inc.*, 298 S.C. 462, 466, 381 S.E.2d 499, 502 (Ct. App. 1989). Plaintiff cannot demonstrate any such harm from an 11-day delay at the very beginning of this case. Its ability to conduct discovery and prove its claims remains entirely intact.

IV. Defendant Has Appeared and a Default Judgment is Legally Improper.

The South Carolina Supreme Court has made clear that default judgment is an extreme sanction intended only for defendants who completely fail to appear or defend a case. *See Sundown Operating Co. v. Intedge Industries, Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009). That is plainly not the situation here. Defendant Pierce has demonstrated her unequivocal intent to contest this action at every stage.

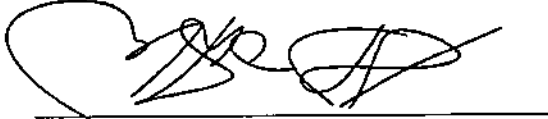
Long before Plaintiff filed for default, Defendant Pierce had already personally appeared in court and argued this case before Judge Maddox prior to the matter being placed in abeyance. Furthermore, she has filed a comprehensive Answer, Affirmative Defenses, and Counterclaims. Where a defendant appears and shows a clear intent to litigate—even if an initial filing is late—the court's strong preference is to allow the case to proceed on its merits rather than resort to the drastic remedy of default.

CONCLUSION

For the foregoing reasons, Defendant Dorothy Pierce respectfully requests that this Court deny Plaintiff's Motion for Default Judgment. The 11-day delay was the result of excusable neglect, Defendant has asserted meritorious defenses and counterclaims, and Plaintiff has suffered no prejudice. Crucially, because Defendant has formally appeared and is prepared to defend this action, granting a default would be contrary to South Carolina's strong policy of resolving cases

on their merits. Defendant asks that the entry of default be set aside, her Answer and Counterclaims be deemed timely filed, and this matter be allowed to proceed.

Respectfully submitted this September 24, 2025

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

Dorothy Pierce, Pro Se

750 Mourning Dove Lane Seneca, SC 29678

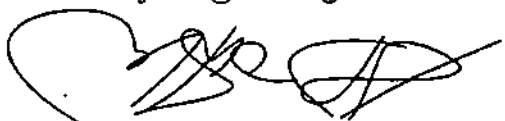
(864) 324-3247

dorothypierce84@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on this September 25, 2025, I have served a copy of the foregoing DEFENDANT DOROTHY PIERCE'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT upon counsel of record for Plaintiff by depositing same in the U.S. Mail, postage prepaid and by email addressed as follows:

Alan G. Jones
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050
P.O. Box 1887
Greenville, SC 29602
Email: ajones@elmoregoldsmith.com

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

Dorothy Pierce, Pro Se
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dorothypierce84@gmail.com

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AP

Exhibits to Motion to Remove Case from Trial Docket and for Continuance — election schedule
and travel records

Filed October 21, 2025

Source document: 20251021 Continuance Exhibits - Election Schedule and Travel Records.pdf

Supplemental exhibit added to the definitive A–AL volume.

THE REPUBLIC OF UGANDA
THE ELECTORAL COMMISSION

Telephone: +256-41-337500/337508-11
Fax: +256-31-262207/41-337595/6
E-mail: secretary@ec.or.ug/info@ec.or.ug



Plot 1-3 & 5, 7th Street Industrial Area
P. O. Box 22678 Kampala, Uganda
Website: www.ec.or.ug

Ref: **Adm72/01**

Date: **18th September 2025**

Press Statement on the Change of Dates for the Nomination of Candidates for Parliamentary Elections and Commencement of Candidates Campaigns for Presidential Elections

The Electoral Commission has rescheduled the nomination of candidates for Parliamentary Elections, including Special Interest Groups (Youths, Persons with Disabilities, Workers, and Older Persons), from 15th – 16th October 2025 to 22nd – 23rd October 2025. The nominations will take place at the office of the respective District/City Returning Officer.

This adjustment is necessitated by Uganda's role as host of the Non-Aligned Movement (NAM) Mid-term Review Conference, an international engagement that will bring together Uganda government officials, legislators, and representatives from NAM member states and international agencies. This Conference is scheduled to take place from 15th and 16th October 2025, and key government institutions will be directly involved in planning, security, and diplomatic coordination.

In light of this, and to facilitate participation, administrative efficiency, and national focus during the international event, the Commission has adjusted the nomination period to the above new dates.

The Commission has further adjusted the period for conduct of candidates' campaigns for Presidential Elections as follows:

| No | Electoral Activity | Activity Period |
|----|---|--|
| 1. | Nomination of Candidates for Presidential Elections in line with Section 9 (1) of the Presidential Elections Act | 23 rd – 24 th September 2025 |
| 2. | Harmonisation of candidates' campaign programmes for Presidential Elections | 25 th – 27 th September 2025 |
| 3. | Conduct of candidates' campaigns (Presidential) in line with Section 22(1) of the Presidential Elections Act | 29 th September – 12 th January 2026 |
| 4. | Nomination of Candidates for Parliamentary Elections in line with Section 9 of the Parliamentary Elections Act, Cap 177 | 22 nd – 23 rd October 2025 |
| 5. | Nomination of Candidates for SIGs Representatives to Parliament in line with Section 9 of the Parliamentary Elections Act, Cap 177 | 22 nd – 23 rd October 2025 |
| 6. | Conduct of candidates' campaigns (Parliamentary) in line with Section 21 of the Parliamentary Elections Act, Cap 177 | 10 th Nov. 2025 - 12 th January 2026 |
| 7. | Conduct of candidates' campaigns (Local Governments, including SIGs) | 10 th Nov. 2025 - 12 th January 2026 |
| 8. | Polling Period for Presidential, Parliamentary, and Local Government Councils (City/District; Municipality/City Division; and Sub County, Town, Municipal Division), including SIGs Representatives, in line with Article 61(2) of the Constitution | 12 th January – 9 th February 2026 |

A soft copy of the detailed electoral Roadmap is available on the Commission website: www.ec.or.ug.

Justice Byabakama Mugenyi Simon
Chairperson, Electoral Commission



Queen <queensworld1984@gmail.com>

Your Flight Receipt - QUEEN DOROTHY AMOLO 05OCT25

Delta Air Lines <DeltaAirLines@t.delta.com>

Tue, Sep 30, 2025 at 6:58 PM

Reply-To: Transactional Email Reply Inbox <reply-584229-14_HTML-108290254-10982494-556240@t.delta.com>

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| FLIGHT | SEAT |
|-------------------------------|-------------|
| KLM ROYAL DUTCH AIRLINES 2041 | Select Seat |
| KLM ROYAL DUTCH AIRLINES 2234 | Select Seat |
| KLM ROYAL DUTCH AIRLINES 4188 | Select Seat |
| DELTA 9151 | 42D |
| DELTA 75 | 44B |

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| Sun, 05OCT | DEPART | ARRIVE |
|---------------------------------------|--------------------|--|
| KLM ROYAL DUTCH AIRLINES 2041*
(V) | ATLANTA
04:30PM | PARIS-DEGAULLE, FR
07:00AM
**Mon 06OCT |

| Mon, 06OCT | DEPART | ARRIVE |
|---------------------------------------|-------------------------------|------------------------|
| KLM ROYAL DUTCH AIRLINES 2234*
(V) | PARIS-DEGAULLE, FR
10:25AM | NAIROBI, KE
07:55PM |

| Tue, 07OCT | DEPART | ARRIVE |
|---------------------------------------|------------------------|------------------------|
| KLM ROYAL DUTCH AIRLINES 4188*
(V) | NAIROBI, KE
01:35AM | ENTEBBE, UG
02:50AM |

| Sun, 01FEB | DEPART | ARRIVE |
|--------------------|--------------------------|--------------------------|
| DELTA 9151*
(T) | ENTEBBE, UG
12:40AM | AMSTERDAM, NL
07:35AM |
| DELTA 75
(T) | AMSTERDAM, NL
01:00PM | ATLANTA
04:55PM |

*KL2041 is operated by Air France

*KL2234 is operated by Air France

*KL4188 is operated by Kenya Airways

*DL9151 is operated by KLM Royal Dutch Airlines

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Ticket #: 0062368605989

Place of Issue:

Issue Date: 30SEP25

Expiration Date: 30APR26

.

| METHOD OF PAYMENT | |
|---------------------|--|
| Org FOP VI*****1502 | |

| ECREDITS APPLIED | |
|--------------------------|---------------------|
| eCredits Number | 0062357821986 |
| Passenger Name | QUEEN DOROTHY AMOLO |
| Amount Applied | 1117.41 USD |
| Applied to Ticket Number | 0062368605989 |

| CHARGES | |
|---|--------------|
| Air Transportation Charges | |
| Base Fare | \$301.00 USD |
| Taxes, Fees and Charges | |
| United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY) | \$5.60 USD |
| Netherlands - Security Service Charge (CJ) | \$14.60 USD |
| France - Civil Aviation and Airport Tax (FR) | \$3.90 USD |
| France - Passenger Service Charge (QX) | \$27.00 USD |
| Netherlands - Passenger Service Charge (RN) | \$17.30 USD |
| Uganda - Security Charge (UG) | \$10.00 USD |
| Uganda - Passenger Service Charge (UL) | \$40.00 USD |
| United States - Transportation Tax (US) | \$45.80 USD |
| United States - Animal and Plant | \$3.71 USD |

| | |
|---|----------------------|
| Health Inspection Service Fee
(APHIS User Fee - Passengers (XA)) | |
| United States - Passenger Facility
Charge (XF) | \$4.50 USD |
| United States - Immigration and
Naturalization Fee(Immigration User
Fee) (XY) | \$7.00 USD |
| United States - Custom User Fee
(YC) | \$7.20 USD |
| Carrier-imposed International
Surcharge (YQ) | \$10.00 USD |
| Carrier-imposed International
Surcharge (YR) | \$620.00 USD |
| TICKET AMOUNT | \$1117.61 USD |

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| | | |
|------------------------|-------------------|-------------------|
| Sun 05 Oct 2025 | | ATL-EBB |
| CARRY ON | FIRST | SECOND |
| FREE | FREE (50LBS/23KG) | FREE (50LBS/23KG) |
| Sun 01 Feb 2026 | | EBB-ATL |
| CARRY ON | FIRST | SECOND |
| FREE | FREE (50LBS/23KG) | FREE (50LBS/23KG) |

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Queen <queensworld1984@gmail.com>

Your Flight Receipt - QUEEN DOROTHY AMOLO 01SEP25

Delta Air Lines <DeltaAirLines@t.delta.com>

Mon, Jul 28, 2025 at 3:04 AM

Reply-To: Transactional Email Reply Inbox <reply-559811-14_HTML-108290254-10982494-268829@t.delta.com>

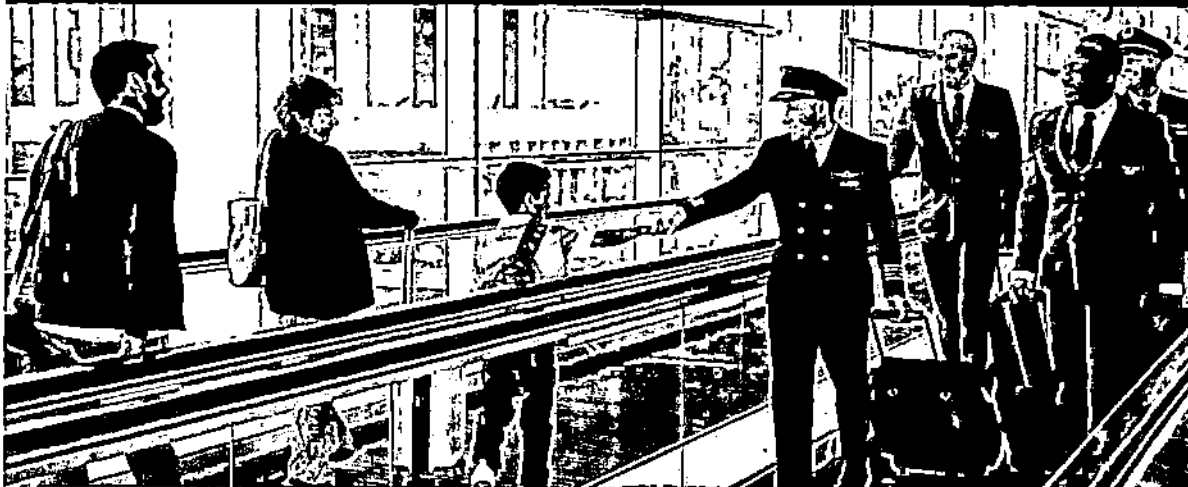
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Passenger Info

Name: QUEEN DOROTHY AMOLO

SkyMiles #*****865

| FLIGHT | SEAT |
|------------|-------------|
| DELTA 72 | 32B |
| DELTA 9318 | Select Seat |
| DELTA 9151 | 43B |
| DELTA 75 | 41B |

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| Mon, 01SEP | DEPART | ARRIVE |
|----------------------------|--------------------|---|
| DELTA 72
Delta Main (V) | ATLANTA
05:40PM | AMSTERDAM, NL
08:00AM
**Tue 02SEP |

| Tue, 02SEP | DEPART | ARRIVE |
|-----------------------------------|--------------------------|-------------------------------------|
| DELTA 9318*
Europe Economy (V) | AMSTERDAM, NL
11:00AM | ENTEBBE, UG ¹
10:50PM |

| Sun, 01FEB | DEPART | ARRIVE |
|---------------------------------------|--------------------------|--------------------------|
| DELTA 9151*
Delta Main Classic (T) | ENTEBBE, UG
12:40AM | AMSTERDAM, NL
07:35AM |
| DELTA 75
Delta Main Classic (T) | AMSTERDAM, NL
01:00PM | ATLANTA
04:55PM |

¹ Stop in KGL

*DL9318 is operated by KLM Royal Dutch Airlines

*DL9151 is operated by KLM Royal Dutch Airlines

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Flight Receipt

Ticket #: 0062351641176

Place of Issue:

Issue Date: 27JUL25

Expiration Date: 30APR26

| METHOD OF PAYMENT | |
|---------------------|--|
| Org FOP VI*****1502 | |

| ECREDITS APPLIED | |
|--------------------------|---------------------|
| eCredits Number | 0062327956578 |
| Passenger Name | QUEEN DOROTHY AMOLO |
| Amount Applied | 1135.41 USD |
| Applied to Ticket Number | 0062351641176 |

| CHARGES | |
|--|--------------|
| Air Transportation Charges | |
| Base Fare | \$300.00 USD |
| Taxes, Fees and Charges | |
| United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY) | \$5.60 USD |
| Netherlands - Security Service Charge (CJ) | \$29.20 USD |
| Netherlands - Passenger Service Charge (RN) | \$34.80 USD |
| Uganda - Security Charge (UG) | \$10.00 USD |
| Uganda - Passenger Service Charge (UL) | \$40.00 USD |
| United States - Transportation Tax (US) | \$45.80 USD |
| United States - Animal and Plant Health Inspection Service Fee (APHIS User Fee - Passengers (XA) | \$3.71 USD |
| United States - Passenger Facility Charge (XF) | \$4.50 USD |

| | |
|---|----------------------|
| United States - Immigration and Naturalization Fee(Immigration User Fee) (XY) | \$7.00 USD |
| United States - Custom User Fee (YC) | \$7.20 USD |
| Carrier-imposed International Surcharge (YQ) | \$20.00 USD |
| Carrier-imposed International Surcharge (YR) | \$610.00 USD |
| TICKET AMOUNT | \$1117.81 USD |

Remaining eCredit Amount Due To Passenger

Passenger: QUEEN DOROTHY AMOLO
 Original eCredit #: 0062327956578
 New eCredit #: 0060216242387
 eCredit Expiration: 30APR26
 Redemption Code: *Retain from original eCredit if applicable*

TOTAL: \$17.60 USD

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| Mon 01 Sep 2025 | | ATL-EBB |
|-----------------|-------------------|-------------------|
| CARRY ON | FIRST | SECOND |
| FREE | FREE (50LBS/23KG) | FREE (50LBS/23KG) |
| Sun 01 Feb 2026 | | EBB-ATL |
| CARRY ON | FIRST | SECOND |
| FREE | FREE (50LBS/23KG) | FREE (50LBS/23KG) |

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IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AQ

Filed copy of Motion to Remove Case from Trial Docket and for Continuance

Filed October 21, 2025

Source document: 20251021 Motion to Remove from Trial Docket and for Continuance - Filed Copy.pdf

Supplemental exhibit added to the definitive A–AL volume.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

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

IN THE COURT OF COMMON PLEAS
10TH JUDICIAL CIRCUIT

2025 OCT 21 P 3:55

CASE NO.: 2021 -CP-37- 00149

FIRE WALKER HOT SAUCE LLC

Plaintiff,

vs.

American Pharma Machinery, Dorothy Pierce
and, The Estate of Doyle Elton Pierce

Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

| | | | |
|--|--|---|--|
| Plaintiff's Attorney:
_____, Bar No. _____
Address: _____
Phone: _____ Fax _____
E-mail: _____ Other: _____ | | Defendant's Attorney:
DOROTHY PIERCE, Bar No. _____
Address: _____
750 Mourning dove ln, seneca sc 29678
Phone: 8643243247 Fax _____
E-mail: dorothispierce84@gmail.com 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: 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 _____ Date submitted 10-21-2025 | | | |
| SECTION III: Motion Fee
☒ PAID - AMOUNT: \$ _____
☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____ | | | |
| JUDGE'S SECTION
☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____ | | JUDGE CODE _____
Date: _____ | |
| CLERK'S VERIFICATION
Collected by: <u>AW</u> Date Filed: _____
☒ MOTION FEE COLLECTED: \$ <u>25.00 cash</u>
☐ CONTESTED - AMOUNT DUE: \$ _____ | | | |

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
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2025 OCT 21 P 3:55
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| | | |
|---|---|------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | TENTH JUDICIAL CIRCUIT |
| |) | |
| Firewalker Hot Sauce Company ,LLC |) | CASE NO.: 2021-CP-37-00149 |
| Plaintiff |) | |
| |) | |
| -vs- |) | |
| American Pharma Machinery, Dorothy |) | |
| Pierce and, The Estate of Doyle Elton Pierce |) | |
| |) | |
| Defendants |) | |

FILED OCONEE COUNTY, SC
MELISSA C. BURTON
CLERK OF COURT
2025 OCT 21 P 3:55

**MOTION BY DEFENDANT AND COUNTER-PLAINTIFF TO REMOVE CASE FROM
OCTOBER 25, 2025, TRIAL DOCKET AND FOR CONTINUANCE**

COMES NOW the Defendant and counter-Plaintiff, **Dorothy Pierce**, appearing *pro se*, and respectfully moves this Honorable Court for an Order removing the above-captioned matter from the October 25, 2025, trial docket and granting a continuance to a later term of court.

This motion is based upon the following grounds and supporting facts:

I. PROCEDURAL BACKGROUND

1. This matter was originally filed in **2021** and remained **in abeyance** for several years. It was only **reactivated around March 2025**.
2. Since reactivation, **no discovery has been conducted, no depositions have been taken, and no mediation has occurred.**
3. To date, **only the first Motion to Strike** has been filed by Defendant and Counter-Plaintiff. The case is therefore **just now entering the discovery phase** and is not procedurally ready for trial.
4. No response to counterclaims has been filed or served, and pre-trial procedures remain outstanding. Proceeding to trial at this time would be premature and prejudicial.

II. LACK OF PROPER TRIAL NOTICE

4. Defendant **never received written or personal notice** of any jury trial scheduled for **October 25, 2025**, as required under the South Carolina Rules of Civil Procedure.
 5. The undersigned learned of this alleged trial setting only after departing the United States, and no proper notice was served by mail or otherwise.
-

III. BACKGROUND AND TRAVEL CONTEXT

6. Defendant had **pre-scheduled political and public obligations in Uganda**, with a confirmed flight for September 1, 2025. Anticipating this, Defendant filed a **Motion for Protection**, seeking leave to appear virtually for any hearings between **September 1, 2025, and January 30, 2026**. The Court denied this request.
 7. After that denial, Defendant remained in the United States to attend and participate in multiple hearings before this Honorable Court on **September 25, 2025**, ensuring that all pending matters were addressed before travel.
 8. Defendant departed the United States on **October 5, 2025**, after receiving no notice of any scheduled jury trial.
 9. Upon arrival in Uganda, Defendant traveled to her home constituency in **Oyam South**, where she participated in a major homecoming event on **October 18, 2025**, attended by over 20,000 people.
 10. Defendant is further scheduled for nomination to **Parliament for Oyam South Constituency on October 22, 2025**. Preparation for this national event requires extensive documentation, community engagement, and compliance verification, leaving no realistic ability to prepare for or attend a trial in the same period.
-

IV. IMPOSSIBILITY OF ATTENDANCE OR PREPARATION

11. The trial scheduled for **October 25, 2025** would require Defendant's personal presence in Oconee County, South Carolina.
 - a) Travel from Oyam District to Entebbe International Airport covers over **400 kilometers by road**, consuming a full day.
 - b) The subsequent **multi-leg international flight** to South Carolina requires approximately **40 hours of continuous travel**.

12. It is therefore **logistically and physically impossible** for Defendant to appear or participate meaningfully in a trial at this time.
-

V. FAIRNESS AND JUDICIAL ECONOMY

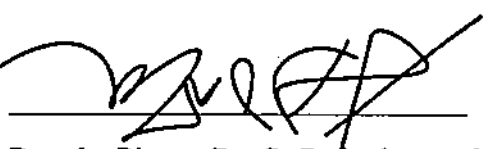
13. Proceeding to trial without completion of discovery, mediation, or adequate notice would deprive Defendant of a fair opportunity to prepare and defend.
14. Removing the case from the October 25 docket and continuing it to a later term—after January 2026—would promote **judicial efficiency, fairness, and due process** for all parties.
-

VI. RELIEF REQUESTED

WHEREFORE, Defendant **Dorothy Pierce** respectfully prays that this Honorable Court:

1. **Remove** the above-captioned matter from the **October 25, 2025, trial docket**;
 2. **Grant a continuance** of the trial to a date **after January 30, 2026**, to allow adequate discovery, mediation, and pre-trial preparation; and
 3. Grant such **other and further relief** as the Court deems just and proper.
-

Respectfully submitted this 21st day of October, 2025.



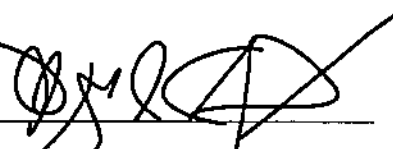
Dorothy Pierce, *Pro Se Defendant and counter Plaintiff*
750 Mourning Dove Lane
Seneca, SC 29678
Email: dorothypierce84@gmail.com
Tel: 864-324-3247

CERTIFICATE OF SERVICE

I hereby certify that on this October 21, 2025, I have served a copy of the foregoing **MOTION BY DEFENDANT AND COUNTER-PLAINTIFF TO REMOVE CASE FROM OCTOBER 25, 2025, TRIAL DOCKET AND FOR CONTINUANCE** upon counsel of record for Plaintiff by depositing same in the email addressed as follows:

Bradley Kelley
Elmore Goldsmith Kelley & deHoll, P.A.
55 Beattie Place, Suite 1050
P.O. Box 1887
Greenville, SC 29602

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Dorothy Pierce, *Defendnt, Pro Se*

750 Mourning Dove Lane
Seneca, SC 29678
Tel: (864) 324-3247
Email: dorothispierce84@gmail.com

IN THE COURT OF APPEALS OF SOUTH CAROLINA
Appellate Case No. 2026-000480

EXHIBIT AR

Response Opposing Intervention, with exhibits

Filed August 27, 2021

Source document: 20210827 Response Opposing Intervention with Exhibits.pdf

Supplemental exhibit added to the definitive A–AL volume.

THE STATE OF SOUTH CAROLINA
THE COUNTY OF OCONEE

THE COURT OF COMMON PLEAS

Firewalker Hot Sauce Company, LLC
Plaintiff

CASE: C. A NO.2021-CP-37-00149

-VS-

JARED ADAM PIERCE

American Pharma Machinery,
Dorothy Pierce and, The Estate of
Doyle Elton Pierce.
Defendants.

FILED
JUL 27 2021
CLERK OF COURT
JUL 27 2021
P 2:23

DEFENDANT'S RESPONSE REJECTING MOTION FOR
INTERVENTION BY JARED ADAM PIERCE

FACTS

1. On July 7th, 2020, Doyle Elton Pierce (Deceased) executed the Last Will and Testament in compliance with SC Code § 62-2-502 (2017) except as provided for writings within Section 62-2-512, which states that every will shall be: In writing and signed by at least two individuals, each of whom witnessed either the signing or the testator's acknowledgment of the signature or of the Will. The decedent died at Prisma Hospital, Oconee County on September 14th, 2020, at the age of 74 years, 3 month, & 29 days.

2. On September 23rd, 2020, the Defendant, Dorothy Pierce (Surviving Spouse) was legally appointment Personal Representative of the Estate of Doyle Elton Pierce.
3. The Intervenor, Jared Adam Pierce (Son), contested the Last the Will and Testament of Doyle Elton Pierce dated July 7th, 2020, with the Probate Court.
4. On November 5th, 2020, The Intervenor's Attorney Rick McDuff, further reported an incident case to Oconee County Sheriff Department on the account of counterfeiting/forgery. **The Sheriff Department thoroughly investigated the Last Will and Testament but closed the case after finding NO WRONGDOING on the part of the Defendant or anyone else.**
5. Between January 4th to January 25th, 2021, the Intervenor, Jared Adam Pierce and his Counsel, Richard McDuff, without the knowledge of the Defendant, manipulated the employees of the Defendant's company American Pharma Machinery, LLC using malicious, damaging, and defamatory claims to get information about Defendant's customers.
6. On January 21st & 22nd, 2021, the Intervenor and his Attorney contacted several clients of the Defendant, exhorting them to file complaints against the Defendant both in court and with the police in a bid to make the Intervenor's probate case stronger. Upon instruction of the Intervenor's Counsel, two clients of the Defendant filed cases of breach of trust with the Sheriff Department. **After review of the baseless claims, the Sheriff Department further closed their cases.** Fire walker Hot Sauce Company, LLC was advised to file a lawsuit instead. Without any legal basis to sue the

Estate of Doyle Elton Pierce, the Plaintiff fraudulently filed a lawsuit against the Estate of Doyle Elton Pierce to satisfy the interest of the Intervenor and his Attorney.

7. Even though the Defendant had credible witnesses to validate the last will and testament of Doyle Elton Pierce dated July 7th, 2020. On August 18th, 2021, the Intervenor, and his Counsel, using, prejudice, discrimination, lies, manipulations, and submission of forged samples of signature exhibits, managed to secure a judgment to invalidate the Will.
8. **On August 23rd, 2021, the Defendant filed a Motion for New Trial due to the unfair and impartial hearing that led to the infamous judgment. In addition, the Defendant Appealed the judgment dated August 18th, 2021, with the Circuit Court and hopes to have the judgment overturned.** See exhibit “A” and B
9. On April 23rd, 2021, the Defendant, with permission from the clerk of Court of Common Pleas, filed an answer to the fraudulent, baseless, and malicious summons filed by the Plaintiff, Fire Walker Hot Sauce Company, LLC against the Estate of Doyle Elton Pierce. A summon the Plaintiff filed with clear knowledge and conscience that they lack privity. By filing a response to the court summons, the Defendant acted in the best interest of the Estate and all the beneficiaries.

ARGUMENT

10. An ‘Estate’ is not an entity that can be a party to litigation. It is the personal representative of the estate, in a representative capacity, that is the proper party.” Ganske v. Spence, 129 S.W.3d 701, 704

n.1 (Tex. App. 2004) (citations omitted); see also § 733.608, Fla. Stat. (2016) (describing the general power of the personal representative); *Reopelle v. Reopelle*, 587 So.2d 508, 512 (Fla. 5th DCA 1991) (highlighting that only the personal representative of a decedent's estate would have the right to intervene in litigation for the benefit of all the beneficiaries of the decedent's estate); 31 Am. Jur. 2d Executors and Administrators § 1141 (2016) ("Since estates are not natural or artificial persons, and they lack legal capacity to sue or be sued, an action against an estate must be brought against an administrator or executor as the representative of the estate."); 18 Fla. Jur. 2d Decedents' Property § 721 (2016) (same). Here, Firewalker Hot Sauce Company, LLC not only failed to sue the proper party, but he also failed to establish the basis of their lawsuit in relation to the Estate of Doyle Elton Pierce.

11. The general duty of a Personal Representative to faithfully gather the assets of the decedent also includes an obligation to decide regarding litigation on the decedent's behalf after death and the continuation of litigation that the decedent initiated prior to his or her passing. These enumerated powers are set forth in SC. Section 62-3-715 Except as restricted or otherwise provided by the will or by an order in a formal proceeding and subject to the restrictions imposed in Section 62-3-711(b) and to the priorities stated in Section 62-3-902, a personal representative, acting reasonably for the benefit of the interested persons, may properly: Prosecute or defend claims, or proceedings in any jurisdiction for the protection of the estate and of the personal representative in the performance of his/her duties.

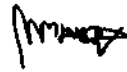
12. A Default Judgement is an extreme measure hence, Untimely Filing of Pleading cannot justify a Default Judgment. Default may not be entered after the pleading is filed, even if the filing was untimely. N. Carolina Nat. Bank v. Virginia Carolina Builders, 307 N.C. 563, 567–68 (1983); Hartwell v. Mahan, 153 N.C. App. 788, 791 (2002); see also Fieldcrest Cannon Employees Credit Union v. Mables, 116 N.C. App. 351, 352–53 (1994). According to the Notice of Motion for the Default judgement, dated August 2nd, 2021, Neither the Estate of Doyle Elton Pierce nor the Personal Representative of the Estate are in Default, but the Defendant's Company American Pharma Machinery, LLC, which has no connection to the Estate of Doyle Elton Pierce or the Intervenor, Jared Elton Pierce.
13. The Intervenor maliciously caused damage and financial loss to the Estate of Doyle Elton Pierce by influencing the Plaintiff and his Attorney to sue the Estate for their selfish interest, even when they knew that Doyle Elton Pierce (Deceased) aged 74 and Retired, did not have any involvement with the Plaintiff whatsoever. Allowing the Intervenor's request to intervene on the case will be a grave error on the part of the court.
14. The Defendant Strongly believes and can prove that the Intervenor, Jared Adam Pierce, his Attorney, Richard McDuff, and the Plaintiff/Plaintiff's Counsel are in cohorts to defraud the Estate of Doyle Elton Pierce and it's upon the court to protect the Estate from Fraudsters.

15. The Intervenor suffered Severe Brain Injury and has been on treatment for brain damage and memory loss for years. He is not competent to intervene on behalf of the Estate.

16. The Intervenor does not have personal facts of the matter.

The Defendant, therefore, requests Court to deny the motion by Jared Adam Pierce to intervene based on the above facts.

Respectfully signed and dated this August 27th, 2021



DOROTHY PIERCE
*(Personal Representative to the Estate of
Doyle Elton Pierce & Surviving Spouse)*

“EXHIBIT A”

THE STATE OF SOUTH CAROLINA
THE COUNTY OF OCONEE

IN THE PROBATE COURT

IN THE MATTER OF:

CASE NO.:2020ES3700532

DOYLE ELTON PIERCE, DECEASED.

JARED ADAM PIERCE

(Petitioner)

VS.

DOROTHY PIERCE

(Defendant)

DEFENDANT'S MOTION FOR NEW TRIAL

COMES NOW, Defendant Dorothy Pierce (hereinafter "Defendant") and respectfully files this Motion for New Trial herein and in support thereof would show unto the Court that the Defendant is entitled to a new trial.

1. On August 18th, 2021, a judgment entitled "ORDER ON MOTION TO DETERMINE VALIDITY OF WILL" was signed by this Court in this case. The defendant moves the Court to set aside the judgment dated August 18th, 2021, and to grant her a new trial.
2. A new trial should be granted because, according to SC Code § 62-2-502 (2017) except as provided for writings within Section 62-2-512, every will shall be: In writing and signed by at least two individuals, each of whom witnessed either the signing or the testator's acknowledgment of the

signature or of the will. The Court erred in discrediting the eyewitnesses to testator's signatory on last will and testament of Doyle Elton Pierce dated July 7th, 2020, and yet the Will is compliant with the South Carolina law. In addition, neither the petitioner nor the petitioner's attorney discredited or provided any factual evidence to discredit the witnesses during the hearing on August 2nd, 2021. (*Dozier v. Smith*, 446 So. 2d 1107 (Fla. 2d DCA 1984))

3. A new trial should be granted because, the Defendant's expert document examiner, whose report dated July 29th, 2021, validated that, Doyle Elton Pierce authored the last Will and Testament dated July 7th, 2020, was not able to attend Court due to insufficient time to prepare. The defendant's expert witness testimony is crucial in validating the last Will and Testament of Doyle Elton Pierce. Justice will not be properly served unless the expert document examiner of the defendant testifies in Court.
4. A new trial should be granted based on newly discovered evidence. The copies of the signature exhibits presented in Court by the petitioner's document examiner, Mr. John Jamieson, were not availed to the Defendant in advance to prepare a rebuttal. Such documents could only have been discovered during or after the hearing. The defendant seeks to introduce an independent expert document examiner to testify regarding the petitioner's expert Witness testimony.
5. The third-party signature exhibit dated 2020 presented in Court by the petitioner's document examiner, Mr. John Jamieson was not signed by the deceased. The document in question also bears a wrong name of the Defendant written as, Dorothy Wells Pierce. The Defendant has never at any point in time used both Wells and Pierce at the same time, on the same document. The Court erred in admitting the signature sample as an exhibit despite the Defendant's attempts to squash it during the Court hearing.

The defendant was denied a fair and impartial hearing and judgment therefore a new trial should be granted because of the following reasons:

6. The Court erred in their judgement to remove the Defendant from the position of Personal Representative of the Estate of Doyle Elton Pierce even though the petitioner's handwriting expert Mr. John Jamieson could not make any conclusions as to whether the signature on the 10th page of last

will and testament of Doyle Elton pierce, dated July 7th, 2020, was that of the Defendant. Furthermore, the petitioner did not provide any factual evidence of wrongdoing on the Defendant's part. The Defendant maintains with absolute confidence and truth that, the will was signed by the deceased, Doyle Elton Pierce on July 7th, 2020, in the presence of two credible witnesses in compliance with the South Carolina law. SC Code § 62-2-502 (2017).

7. The Court erred in overruling objections to questions addressed to the Defendant, Dorothy Pierce, which were irrelevant to the matter before Court. The petitioner's attorney continuously directed their questioning placing the Defendant in immoral position and allowing the leading questions to influence the judge.
8. The Court erred in impeaching the Defendant's witnesses based on body language. The defense vividly finds inconsistencies with the Court's narration of the events that transpired during the hearing on August 2nd, 2021, In addition to the irregularities in the Court's narration of the Defendant's testimony.
9. The Court unfairly impeached an eyewitness to the last will and testimony of Doyle Elton Pierce dated, July 7th, 2020, Tammy Youngblood, based on the account of prior "brain surgery" or "bad nerve" and yet, accepted the testimony of the petitioner, Jared Adam Pierce who has had SEVERE BRAIN INJURY and has been on treatment for brain damage and memory loss for years. The defendant seeks a new trial to provide new evidence that could have only been discovered after the hearing of August 2nd, 2021.
10. The Court erred in discrediting the testimonies of the eyewitnesses on the account that they could not identify the exact name of the Church where the will was signed. SC Code § 62-2-502 (2017), states that, every will shall be in writing and signed by at least two individuals each of whom witnessed either the signing or the testator's acknowledgment of the signature or of the will. The code does not limit the witnesses to specific location of the signing ceremony, neither does it provide guidance on the same. Nevertheless, the defendant seeks a new trial to provide evidence that would have only been deemed important during or after the trial to validate the witness testimonies.
11. The Court erred in admitting and solely relying on the testimony of the

petitioner's expert witness, Mr. John Jamieson whose report comprised of outdated and forged signature samples.

12. Furthermore, the Court ignored important facts as per the testimony of the expert witness, Mr. John Jamieson that could not make any conclusions as to whether the initials on pages one through nine of the last will and testament of Doyle Elton pierce, dated July 7th, 2020, was that of the deceased or not.

13. The verdict went against the weight of evidence.

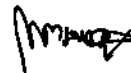
14. The defendant was not informed by the petitioner's counsel in advance, that she would testify as a witness during the hearing on August 2nd, 2021, she seeks to submit additional evidence that will collaborate her testimony to the Court.

15. The Court Judgment failed to provide guidance on intestacy law provided the will is set aside. South Carolina Code 62-2-102-Share of the spouse states that, if there are surviving issue, one-half of the intestate estate shall be inherited by the surviving spouse.

The defendant has attached to this Motion an Affidavit in support of this Motion for New Trial.

Justice will not be served unless a new trial is granted. The defendant prays that the Court set aside the judgment signed on August 18th, 2021, and grant a new trial.

Respectfully signed and dated this August 23rd, 2021



DOROTHY PIERCE

(Defendant)

“EXHIBIT B”

2021CP3700560

IN THE COURT OF COMMON PLEAS

The Probate Court

Kenneth E. Johns Jr.-Probate Court Judge

RECEIVED
JAN 10 1964
U.S. DEPT. OF
COMMERCE
OFFICE OF
GENERAL INVESTIGATION
WASHINGTON, D.C.

*Surviving Spouse & Personal Representative
to Doyle Elton Pierce Estate.*

(Appellant)

JARED ADAM PIERCE

(Respondent)

NOTICE OF APPEAL

Dorothy Pierce appeals the order judgment of the Honorable Kenneth E. Johns Jr. dated August 18th, 2021. Appellant received written notice of entry of this order judgment on August 19th, 2021.

Respectfully signed and dated this August 23rd, 2021

DOROTHY PIERCE (Appellant)
Address: 750 Mourning dove lane,
Seneca, SC.29678.

**Other Counsel of Record: Attorney for Respondent
Richard H. McDuff, Esq. Merrell, Jahn & McDuff,
P.A. 119-B Professional Park Drive, Seneca, South Carolina 29678.**

FORM 2

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

APPEAL FROM OCONEE COUNTY

The Probate Court

Kenneth E. Johns Jr.-Probate Court Judge

CASE NO.:2020ES3700532

DOROTHY PIERCE

*Surviving Spouse & Personal Representative
to Doyle Elton Pierce Estate.*

(Appellant)

VS.

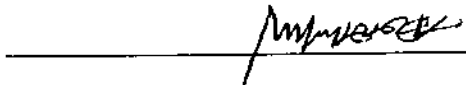
JARED ADAM PIERCE

(Respondent)

CERTIFICATE OF SERVICE

I hereby certify under the penalty of perjury under the state of South Carolina that, on August 23rd, 2021, a copy of the foregoing certificate of notice was filed in this court. I further certify that on this date, a copy of Notice of Appeal was mailed by first-class U.S. Mail, postage prepaid, and properly addressed to Respondent's attorney: **Richard H. McDuff, Esq. Merrell, Jahn & McDuff, P.A.119-B Professional Park Drive, Seneca, South Carolina 29678.**

Respectfully signed and dated this August 23rd, 2021


DOROTHY PIERCE (Appellant)

OCONEE PROBATE CI
21 AUG 23 PM 3:07

OCONEE PROBATE CI
21 AUG 23 PM 3:06

STATE OF SOUTH CAROLINA

IN THE CIRCUIT COURT

COUNTY OF Oconee

Appeal from Probate Court for Oconee County

IN THE MATTER OF:

2021 AUG 23 P 2:33

CASE NUMBER: 2021CP3700560

Doyle Elton Pierce Estate

(Decedent)

Dorothy Pierce

Appellant(s).

vs.

Jared Adam Pierce

Respondent(s).

NOTICE OF INTENT TO APPEAL TO
CIRCUIT COURT

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated August 18, 2021. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on August 23, 2021. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 23rd
day of August, 2021.

Orlando W. Wilkins
Notary Public for: Oconee County, SC

My Commission Expires: 03/28/2028

Signature: [Signature]

Print Name: _____

Address: 750 Morning Dove Ln.

Seneca, SC 29678

Telephone (Work): _____

(Home): 864 324 6315

(Cell): _____

Email: dorothy.pierce@gmail.com

Relationship to Decedent/Estate: Surviving spouse and PR

Attorney: _____

Address: _____

Telephone: _____

Email: _____

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(I) and the South Carolina Appellate Court Rules, as applicable.

IN THE COURT OF APPEALS OF SOUTH CAROLINA
Appellate Case No. 2026-000480

EXHIBIT AS

Plaintiff Affidavit of Attorneys' Fees and Costs and Certificate of Service

Filed August 26, 2021

Source document: 20210826 Affidavit of Attorneys Fees and Costs.pdf

Supplemental exhibit added to the definitive A–AL volume.

| | | |
|---|---|-------------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| |) | |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | AFFIDAVIT OF ATTORNEYS FEES |
| Plaintiff, |) | AND COSTS |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |
| |) | |

PERSONALLY appeared before me the undersigned Alan G. Jones, being duly sworn, deposes and says:

1. My name is Alan G. Jones, and I am above the age of eighteen (18) and legally competent to make this affidavit.
2. This Affidavit is based upon my personal knowledge and experience regarding the facts stated herein.
3. I am an attorney with the law firm of Elmore Goldsmith Kelley & deHoll, P.A. ("EGKD"). I am a member in good standing with the South Carolina Bar Association and have practiced in South Carolina since I was licensed in this state in 2011.
4. I am the attorney of record for Firewalker Hot Sauce Company, LLC ("Firewalker") in the above-styled case.
5. EGKD was retained by Firewalker in or about January 2021 to assist Firewalker in recovering amounts due to it from Defendant American Pharma Machinery, LLC, Dorothy Wells

a/k/a Dorothy Alweny a/k/a Queen Dorothy Amolo a/k/a Dorothy Pierce, and the Estate of Doyle Elton Pierce.

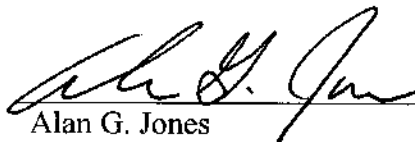
6. I have been the primary supervising attorney working on this case. I took several steps to assure that there was no unnecessary duplication of attorney's time. These steps included delegating specific assignments to a paralegal. I believe that there was very little duplication of effort in this matter because of the specific assignments handled by myself and the paralegal and the fact that I personally coordinated and planned the preparation of this case.

7. EGKD maintains daily, detailed time records for all professional services rendered.

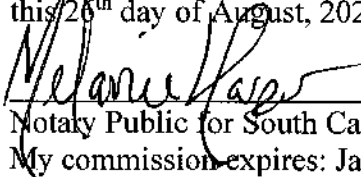
8. In reviewing EGKD's billing records for the period of January 1, 2021 through the current date, I have determined that Firewalker has been or will be invoiced \$3,972.50 in attorney's fees and \$375.70 in costs and expenses through August 30, 2021 in connection with this matter. The summary of attorney fees, costs and expenses billed or to be billed to Firewalker is attached hereto as **Exhibit A**.

9. Firewalker is entitled to its reasonable attorneys fees in accordance with the Defendants' violation of the South Carolina Unfair Trade Practices Act.

FURTHER AFFIANT SAYETH NOT.


Alan G. Jones

Subscribed and sworn to before me,
this 26th day of August, 2021


Notary Public for South Carolina
My commission expires: January 29, 2023

c/m # 002193-001

Fees

| | |
|---|------------|
| Fees through August 26, 2021 | \$3,360.00 |
| Estimated Fees for Damages Hearing Attendance | \$612.50 |

Disbursements

| | |
|----------------------|----------|
| Complaint Filing Fee | \$150.00 |
| Service of Process | \$200.70 |
| Motion Filing Fees | \$25.00 |

| | |
|--------------|-------------------|
| TOTAL | \$4,348.20 |
|--------------|-------------------|

EXHIBIT A

| | | |
|--|---|-------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | CERTIFICATE OF SERVICE |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC et al., |) | |
| |) | |
| Defendants. |) | |
| |) | |

I hereby certify that I have this 26th day of August, 2021 served **Affidavit of Attorneys Fees and Costs** upon Intervenor counsel via e-filing notification in accordance with South Carolina Electronic Filing Policies and Guidelines Section 4(e)(2) and (3) as follows:

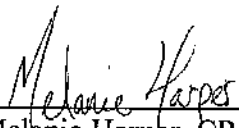
Richard Hunt McDuff, Esquire
rick@mjmlawsc.com
Counsel for Intervenor, Jared Adam Pierce

and upon the Defendants via email (dorothypiercc84@gmail.com) and by depositing copies thereof in envelopes bearing sufficient postage in the United States mail, at Greenville, South Carolina addressed to the following persons at the following address which is the last address known to me:

American Pharma Machinery, LLC
c/o Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678

The Estate of Doyle Elton Pierce
c/o Dorothy Pierce, Personal Representative
750 Mourning Dove Lane
Seneca, South Carolina 29678

Dorothy Wells a/k/a Dorothy Alweny a/k/a
Queen Dorothy Amolo a/k/a Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678



Melanie Harper, CP
Certified Paralegal for Alan G. Jones

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AT

Notice of Intervention Hearing and Certified Mail Receipt

August 30, 2021

Source document: 20210830 Notice of Intervention Hearing and Certified Mail Receipt.pdf

Supplemental exhibit added to the definitive A–AL volume.

NOTICE OF MOTION SCHEDULING

August 24, 2021



Motion "MINTER - Motion/Intervene" for Case: 2021CP3700149 - Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al has been added to the following Motions Roster:

115 - Motion Roster Week of August 30, 2021

This hearing of this motion has been scheduled for 8/30/2021 at 10:45 AM.

NONJURY MOTION ROSTER//WEEK OF AUGUST 30, 2021//THE HONORABLE J CORDELL MADDOX, JR., PRESIDING//The case referenced in the notice has been scheduled for an in person hearing. All Attorneys and Pro Se Litigants will need to appear at the scheduled time. Only attorneys, case parties, and necessary witnesses will be allowed to appear.

If your Motion has been resolved, settled or needs to be withdrawn, please notify us in writing via fax (864)638-4282 or email at the following address (awatkins@oconeesc.com).

Mail Notice To:

Dorothy Pierce
750 Mourning Dove Lane

Seneca, SC 29678

Court Info:

Common Pleas
205 W. Main Street

Walhalla, SC 29691-9691

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(864) 638-4280

Respectfully,
COPY

Melissa C. Burton
Clerk of Court

7019 2280 0001 9604 4272

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee
\$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

☐ Adult Signature Required \$ _____

☐ Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage
\$ _____

Total Postage and Fees
\$ _____

Sent To Dorothy Pierce 2021-149

Street and Apt. No., or PO Box No. 705 Morning Dove Ln.

City, State, ZIP+4® Seneca, SC 29678

PS Form 3800, April 2015 PSN 7530-02-030-3047 See Reverse for Instructions

2021 AUG 30 P 5:22
RECEIVED
U.S. DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
SENeca, SC

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dorothy Pierce
705 Morning Dove Ln.
Seneca, SC 29678
2021CP3700149



9590 9402 6226 0265 5127 19

2. Article Number (Transfer from service label)

7019 2280 0001 9604 4272

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X MERISCUIM 19 ☐ Agent ☐ Addressee

B. Received by (Printed Name)

☐ Date of Delivery

**D. Is delivery address different from item
if YES, enter delivery address below:**

☐ Yes ☒ No

3. Service Type

- ☐ Adult Signature ☐ Priority Mail Express®
- ☐ Adult Signature Restricted Delivery ☐ Registered Mail™
- ☒ Certified Mail® ☐ Registered Mail Restricted Delivery
- ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
- ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
- ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

(Mail
Restricted Delivery
300)

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AU

Hearing notices for April 24, 2025 motion to strike and default

March 25 and April 2, 2025

Source document: 20250325 Hearing Notices for April 24 Motion to Strike and Default Judgment.pdf

Supplemental exhibit added to the definitive A–AL volume.

Amanda Watkins

From: Courtmail37_DoNotReply@sccourts.org
Sent: Tuesday, March 25, 2025 11:39 AM
To: dorotheypierce84@gmail.com
Cc: Amanda Watkins
Subject: Motion "~~MSTRIK-Motion/Strike~~" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 4/24/2025 at 2:00 PM

COMMON PLEAS IN PERSON NJ MOTIONS//THURSDAY, APRIL 24, 2025 //HONORABLE JUDGE THOMAS L HUGHSTON, JR., PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time.

If your motion has been resolved, settled, needs to be withdrawn, or you have any questions, please Amanda Watkins by email at: awatkins@oconeesc.com.

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.



## Amanda Watkins

---

**From:** Courtmail37\_DoNotReply@sccourts.org  
**Sent:** Tuesday, March 25, 2025 11:39 AM  
**To:** dorotheypierce84@gmail.com  
**Cc:** Amanda Watkins  
**Subject:** Motion "MDEFJM-Motion/Default Judgment" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 4/24/2025 at 2:00 PM

COMMON PLEAS IN PERSON NJ MOTIONS//THURSDAY, APRIL 24, 2025 //HONORABLE JUDGE THOMAS L HUGHSTON, JR., PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time.  
If your motion has been resolved, settled, needs to be withdrawn, or you have any questions, please Amanda Watkins by email at: awatkins@oconeesc.com.

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

| | | |
|---|---|------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | NOTICE OF HEARING |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |

You will please take notice that an in-person hearing on Firewalker Hot Sauce Company, LLC's Motion for Default Judgment and Motion to Strike Answer of American Pharma Machinery, LLC, will take place on **April 24, 2025 at 2:00 p.m.** at the Oconee County Courthouse, 205 W Main Street, Walhalla, South Carolina 29691 before the Honorable Thomas L. Hughston, Jr., in the above-captioned case. Please see the Court's notice attached hereto as **Exhibit A** for additional information.

Respectfully submitted,

/s/Bryan P. Kelley

Bryan P. Kelley (S.C. Bar No. 76062)
 Elmore Goldsmith Kelley & deHoll, P.A.
 19 Blair Street (29607)
 Post Office Box 1887
 Greenville, South Carolina 29602
 Telephone: (864) 255-9500
 Facsimile: (864) 255-9505
 bkelley@elmoregoldsmith.com
Attorney for Plaintiff

April 2, 2025
 Greenville, South Carolina

Katharine Spooner

From: Courtmail37_DoNotReply@sccourts.org
Sent: Tuesday, March 25, 2025 11:39 AM
To: E-Filing
Cc: awatkins@oconeesc.com
Subject: Motion "MSTRIK-Motion/Strike" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 4/24/2025 at 2:00 PM

Categories: Smokeball

External Email: Use caution with links and attachments.

COMMON PLEAS IN PERSON NJ MOTIONS//THURSDAY, APRIL 24, 2025 //HONORABLE JUDGE THOMAS L HUGHSTON, JR., PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time.
If your motion has been resolved, settled, needs to be withdrawn, or you have any questions, please Amanda Watkins by email at: awatkins@oconeesc.com.

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

## Katharine Spooner

---

**From:** Courtmail37\_DoNotReply@sccourts.org  
**Sent:** Tuesday, March 25, 2025 11:39 AM  
**To:** E-Filing  
**Cc:** awatkins@oconeesc.com  
**Subject:** Motion "MDEFJM-Motion/Default Judgment" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 4/24/2025 at 2:00 PM

External Email: Use caution with links and attachments.

COMMON PLEAS IN PERSON NJ MOTIONS//THURSDAY, APRIL 24, 2025 //HONORABLE JUDGE THOMAS L HUGHSTON, JR., PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time.

If your motion has been resolved, settled, needs to be withdrawn, or you have any questions, please Amanda Watkins by email at: awatkins@oconeesc.com.

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ELECTRONICALLY FILED - 2025 Apr 02 11:48 AM - OCONEE - COMMON PLEAS - CASE#2021CP3700149

| | | |
|---|---|-------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF OCONEE |) | C.A. No. 2021-CP-37-00149 |
| Firewalker Hot Sauce Company, LLC, |) | |
| |) | CERTIFICATE OF SERVICE |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| American Pharma Machinery, LLC, Dorothy |) | |
| Wells a/k/a Dorothy Alweny a/k/a Queen |) | |
| Dorothy Amolo a/k/a Dorothy Pierce, and the |) | |
| Estate of Doyle Elton Pierce, |) | |
| |) | |
| Defendants. |) | |

This is to certify that I have on this 2nd of April 2025 served **Notice of Hearing** by depositing a copy thereof in an envelope bearing sufficient postage in the United States mail, at Greenville, South Carolina addressed to the following persons at the following address which is the last address known to me:

American Pharma Machinery, LLC
c/o Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678

Dorothy Wells a/k/a Dorothy Alweny a/k/a
Queen Dorothy Amolo a/k/a Dorothy Pierce
750 Mourning Dove Lane
Seneca, South Carolina 29678

American Pharma Machinery, LLC
Registered Agent ICAMED
709 Mourning Dove Lane
Seneca, South Carolina 29678

The Estate of Doyle Elton Pierce
c/o Dorothy Pierce, Personal Representative
750 Mourning Dove Lane
Seneca, South Carolina 29678

Katharine O. Spooner, CP
Certified Paralegal to Bryan P. Kelley

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AV

Court emails scheduling the September 25, 2025 default and strike hearing

August 18, 2025

Source document: 20250818 Court Emails Scheduling September 25 Default and Strike Hearing.pdf

Supplemental exhibit added to the definitive A–AL volume.

Amanda Watkins

From: Courtmail37_DoNotReply@sccourts.org
Sent: Monday, August 18, 2025 9:07 AM
To: dorothypierce84@gmail.com
Cc: Amanda Watkins
Subject: Motion "MSTRIK-Motion/Strike" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc, defendant, et al" was added to a Motions Roster for 9/25/2025 at 9:30 AM

COMMON PLEAS BACKUP IN PERSON NONJURY MOTIONS // SEPTEMBER 25, 2025 AT 9:30AM// HONORABLE JUDGE WILLIAM C MCMASTER III, PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time. If your motion has been resolved, settled, needs to be withdrawn, or you have any concerns about your hearing, please contact Amanda Watkins in writing at awatkins@oconeesc.com

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## Amanda Watkins

---

**From:** Courtmail37\_DoNotReply@sccourts.org  
**Sent:** Monday, August 18, 2025 9:07 AM  
**To:** [dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)  
**Cc:** Amanda Watkins  
**Subject:** Motion "MDEFJM-Motion/Default Judgment" for Case "2021CP3700149- Firewalker Hot Sauce Company Llc VS American Pharma Machinery Llc , defendant, et al" was added to a Motions Roster for 9/25/2025 at 9:30 AM

COMMON PLEAS BACKUP IN PERSON NONJURY MOTIONS // SEPTEMBER 25, 2025 AT 9:30AM// HONORABLE JUDGE WILLIAM C MCMASTER III, PRESIDING//The case referenced in this email has been scheduled for an in person hearing. Attorneys, Pro Se Litigants, and witnesses will need to appear at the scheduled time. If your motion has been resolved, settled, needs to be withdrawn, or you have any concerns about your hearing, please contact Amanda Watkins in writing at [awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)

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IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AW

Delta flight receipt — September 1, 2025 Uganda departure

July 27, 2025 receipt

Source document: 20250727 Delta Flight Receipt - September 1 Uganda Departure.pdf

Supplemental exhibit added to the definitive A–AL volume.



Queen <queensworld1984@gmail.com>

Your Flight Receipt - QUEEN DOROTHY AMOLO 01SEP25

Delta Air Lines <DeltaAirLines@t.delta.com>

Mon, Jul 28, 2025 at 3:04 AM

Reply-To: Transactional Email Reply Inbox <reply-559811-14_HTML-108290254-10982494-268829@t.delta.com>

To: QUEENSWORLD1984@gmail.com

[View as a web page](#)

#*****865

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Passenger Info

Name: QUEEN DOROTHY AMOLO
SkyMiles #*****865

| FLIGHT | SEAT |
|------------|-----------------------------|
| DELTA 72 | 32B |
| DELTA 9318 | Select Seat |
| DELTA 9151 | 43B |
| DELTA 75 | 41B |

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| Mon, 01SEP | DEPART | ARRIVE |
|----------------------------|--------------------|---|
| DELTA 72
Delta Main (V) | ATLANTA
05:40PM | AMSTERDAM, NL
08:00AM
**Tue 02SEP |

| Tue, 02SEP | DEPART | ARRIVE |
|-----------------------------------|--------------------------|-------------------------------------|
| DELTA 9318*
Europe Economy (V) | AMSTERDAM, NL
11:00AM | ENTEBBE, UG ¹
10:50PM |

| Sun, 01FEB | DEPART | ARRIVE |
|---------------------------------------|--------------------------|--------------------------|
| DELTA 9151*
Delta Main Classic (T) | ENTEBBE, UG
12:40AM | AMSTERDAM, NL
07:35AM |
| DELTA 75
Delta Main Classic (T) | AMSTERDAM, NL
01:00PM | ATLANTA
04:55PM |

¹ Stop in KGL

*DL9318 is operated by KLM Royal Dutch Airlines

*DL9151 is operated by KLM Royal Dutch Airlines

MANAGE MY TRIP

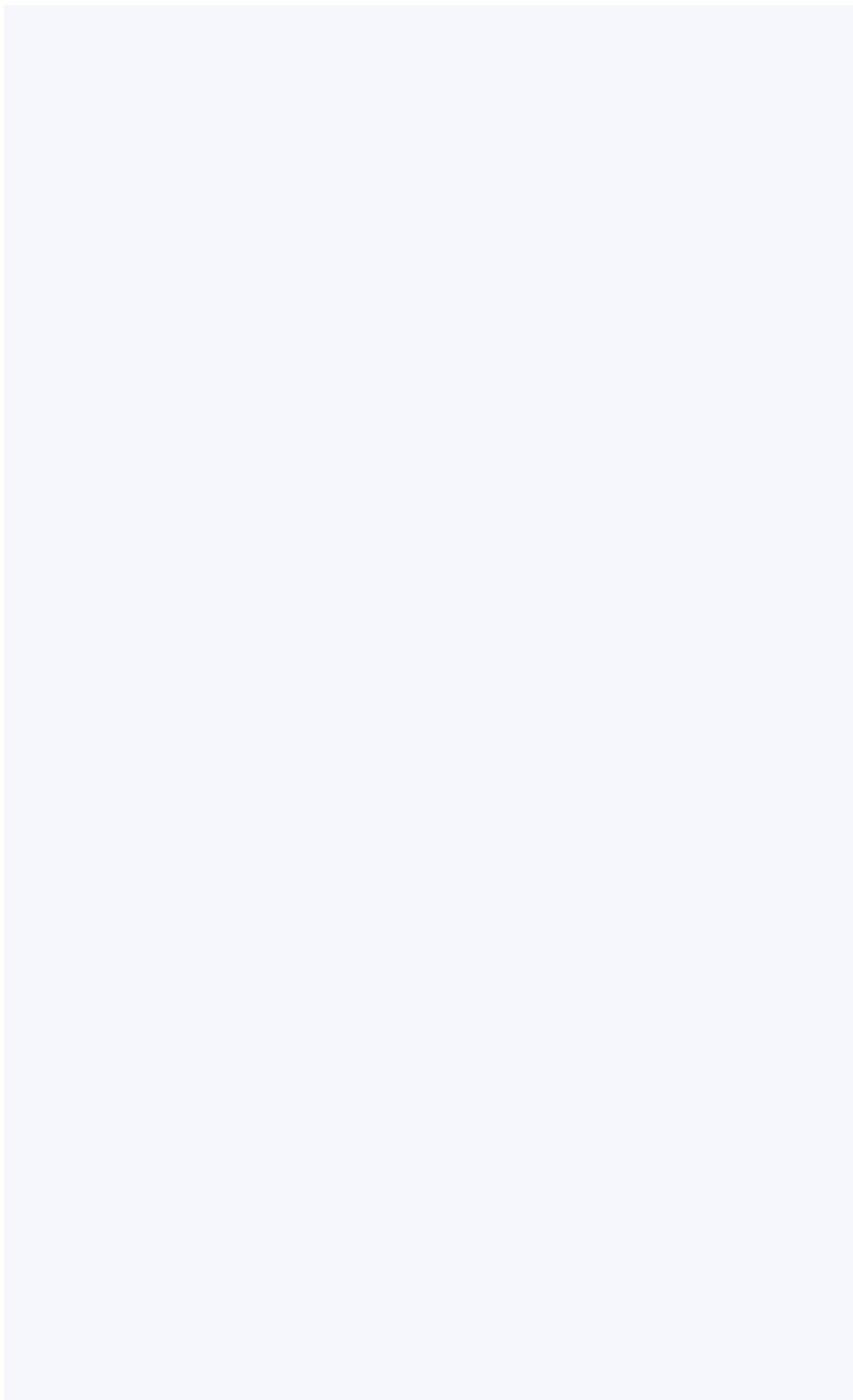
Flight Receipt

Ticket #: **0062351641176**

Place of Issue:

Issue Date: 27JUL25

Expiration Date: 30APR26



METHOD OF PAYMENT

Org FOP VI*****1502

ECREDITS APPLIED

eCredits Number

0062327956578

Passenger Name

QUEEN DOROTHY AMOLO

Amount Applied

1135.41 USD

Applied to Ticket Number

0062351641176

CHARGES**Air Transportation Charges**

Base Fare

\$300.00 USD

Taxes, Fees and ChargesUnited States - September 11th
Security Fee(Passenger Civil Aviation
Security Service Fee) (AY)

\$5.60 USD

Netherlands - Security Service
Charge (CJ)

\$29.20 USD

Netherlands - Passenger Service
Charge (RN)

\$34.80 USD

Uganda - Security Charge (UG)

\$10.00 USD

Uganda - Passenger Service Charge
(UL)

\$40.00 USD

United States - Transportation Tax
(US)

\$45.80 USD

United States - Animal and Plant
Health Inspection Service Fee
(APHIS User Fee - Passengers (XA)

\$3.71 USD

United States - Passenger Facility
Charge (XF)

\$4.50 USD

| | |
|---|----------------------|
| United States - Immigration and Naturalization Fee(Immigration User Fee) (XY) | \$7.00 USD |
| United States - Custom User Fee (YC) | \$7.20 USD |
| Carrier-imposed International Surcharge (YQ) | \$20.00 USD |
| Carrier-imposed International Surcharge (YR) | \$610.00 USD |
| TICKET AMOUNT | \$1117.81 USD |

Remaining eCredit Amount Due To Passenger

Passenger: QUEEN DOROTHY AMOLO

Original eCredit #: 0062327956578

New eCredit #: 0060216242387

eCredit Expiration: 30APR26

Redemption Code: *Retain from original eCredit if applicable*

TOTAL: \$17.60 USD

Refer to eCredit number for future travel. Non refundable/ Non Endorsable/ Valid on Delta only. To redeem this eCredit for future travel please visit delta.com/redeem.

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| Mon 01 Sep 2025 | | ATL-EBB |
|-----------------|-------------------|-------------------|
| CARRY ON | FIRST | SECOND |
| FREE | FREE (50LBS/23KG) | FREE (50LBS/23KG) |
| Sun 01 Feb 2026 | | EBB-ATL |
| CARRY ON | FIRST | SECOND |
| FREE | FREE (50LBS/23KG) | FREE (50LBS/23KG) |

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247382E-Receiptprod

IN THE COURT OF APPEALS OF SOUTH CAROLINA
Appellate Case No. 2026-000480

EXHIBIT AX

Uganda Electoral Commission revised election dates

September 18, 2025

Source document: 20250918 Uganda Electoral Commission Revised Election Dates.pdf

Supplemental exhibit added to the definitive A–AL volume.

THE REPUBLIC OF UGANDA
THE ELECTORAL COMMISSION

Telephone: +256-41-337500/337508-11
Fax: +256-31-262207/41-337595/6
E-mail: secretary@ec.or.ug/info@ec.or.ug



Plot 1-3 & 5, 7th Street Industrial Area
P. O. Box 22678 Kampala, Uganda
Website: www.ec.or.ug

Ref: **Adm72/01**

Date: **18th September 2025**

Press Statement on the Change of Dates for the Nomination of Candidates for Parliamentary Elections and Commencement of Candidates Campaigns for Presidential Elections

The Electoral Commission has rescheduled the nomination of candidates for Parliamentary Elections, including Special Interest Groups (Youths, Persons with Disabilities, Workers, and Older Persons), from 15th – 16th October 2025 to 22nd – 23rd October 2025. The nominations will take place at the office of the respective District/City Returning Officer.

This adjustment is necessitated by Uganda's role as host of the Non-Aligned Movement (NAM) Mid-term Review Conference, an international engagement that will bring together Uganda government officials, legislators, and representatives from NAM member states and international agencies. This Conference is scheduled to take place from 15th and 16th October 2025, and key government institutions will be directly involved in planning, security, and diplomatic coordination.

In light of this, and to facilitate participation, administrative efficiency, and national focus during the international event, the Commission has adjusted the nomination period to the above new dates.

The Commission has further adjusted the period for conduct of candidates' campaigns for Presidential Elections as follows:

| No | Electoral Activity | Activity Period |
|----|---|--|
| 1. | Nomination of Candidates for Presidential Elections in line with Section 9 (1) of the Presidential Elections Act | 23 rd – 24 th September 2025 |
| 2. | Harmonisation of candidates' campaign programmes for Presidential Elections | 25 th – 27 th September 2025 |
| 3. | Conduct of candidates' campaigns (Presidential) in line with Section 22(1) of the Presidential Elections Act | 29 th September – 12 th January 2026 |
| 4. | Nomination of Candidates for Parliamentary Elections in line with Section 9 of the Parliamentary Elections Act, Cap 177 | 22 nd – 23 rd October 2025 |
| 5. | Nomination of Candidates for SIGs Representatives to Parliament in line with Section 9 of the Parliamentary Elections Act, Cap 177 | 22 nd – 23 rd October 2025 |
| 6. | Conduct of candidates' campaigns (Parliamentary) in line with Section 21 of the Parliamentary Elections Act, Cap 177 | 10 th Nov. 2025 - 12 th January 2026 |
| 7. | Conduct of candidates' campaigns (Local Governments, including SIGs) | 10 th Nov. 2025 - 12 th January 2026 |
| 8. | Polling Period for Presidential, Parliamentary, and Local Government Councils (City/District; Municipality/City Division; and Sub County, Town, Municipal Division), including SIGs Representatives, in line with Article 61(2) of the Constitution | 12 th January – 9 th February 2026 |

A soft copy of the detailed electoral Roadmap is available on the Commission website: www.ec.or.ug.

Justice Byabakama Mugenyi Simon
Chairperson, Electoral Commission

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

SUPPLEMENTAL EXHIBIT INDEX

Additional Exhibits AY-BA

| Ex. | Description | PDF Pages |
|-----|---|-----------|
| AY | May 3, 2023 - Firewalker Hot Sauce Company's Answer to Petition | 449-452 |
| AZ | August 21, 2023 - Order of Statement of Creditor's Claim of Firewalker Hot Sauce Company, LLC | 453-455 |
| BA | Statement of Creditor's Claim - Firewalker Hot Sauce Company, LLC - \$16,000.00 | 456-457 |

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AY

Firewalker Hot Sauce Company's Answer to Petition

May 3, 2023

Source: Oconee County Probate Court, Estate of Doyle E. Pierce, Case No. 2020-ES-37-00532.

STATE OF SOUTH CAROLINA

) IN THE PROBATE COURT

)

COUNTY OF OCONEE

) Case No. 2020-ES-37-00532

Adam G. Lee, as Special Administrator for
the Estate of Doyle E. Pierce,

)

)

Petitioner,

)

)

v.

)

)

Gregory Alan Pierce, Jared Adam Pierce,
Donna Carol Moore, Dorothy Pierce, Marsha
Hendricks, and Firewalker Hot Sauce
Company, LLC,

)

)

)

)

Respondents.

)

)

**FIREWALKER HOT SAUCE
COMPANY, LLC'S ANSWER TO
PETITION**

Respondent Firewalker Hot Sauce Company, LLC, ("Firewalker") hereby answers
Petitioner Adam G. Lee, as Special Administrator for the Estate of Doyle E. Pierce's
("Administrator") Petition as follows:

FOR A FIRST DEFENSE

Each and every allegation in Administrator's Petition not hereinafter admitted, modified or
explained is denied and strict proof thereof is demanded.

**FOR A SECOND DEFENSE
(Responses to Enumerated Paragraphs)**

Firewalker responds to the specifically enumerated paragraphs in the Petition as follows:

1. Any allegations not specifically admitted are denied.
2. Firewalker admits Paragraphs 1 and 2.
3. Firewalker is without sufficient information to admit or deny Paragraphs 3 through 5.
4. Firewalker admits Paragraph 6, upon information and belief.
5. Firewalker is without sufficient information to admit or deny Paragraph 7.
6. Firewalker admits Paragraph 8.

7. Firewalker admits Paragraphs 9 through 12.
8. Firewalker is without sufficient information to admit or deny Paragraph 13.
9. Firewalker admits Paragraph 14 upon information and belief.
10. Firewalker is without sufficient information to admit or deny Paragraph 15.
11. Answering Paragraph 16, Firewalker reasserts and reaffirms all prior paragraphs and defenses as if restated herein verbatim.
12. Firewalker is without sufficient information to admit or deny Paragraphs 17 and 18.
13. Answering Paragraph 19, Firewalker reasserts and reaffirms all prior paragraphs and defenses as if restated herein verbatim.
14. Firewalker is without sufficient information to admit or deny Paragraphs 20 and 21.
15. Answering Paragraph 22, Firewalker reasserts and reaffirms all prior paragraphs and defenses as if restated herein verbatim.
16. Firewalker is without sufficient information to admit or deny Paragraph 23.
17. Firewalker admits Paragraphs 24 and 25.
18. Firewalker is without sufficient information to admit or deny Paragraph 26.

FOR A THIRD DEFENSE
(S.C. R. Civ. P. 12(b)(8))

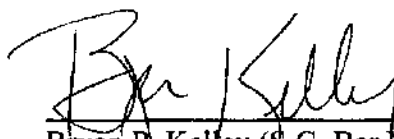
19. Firewalker has initiated Civil Action No. 2021-CP-37-00149 against Respondent Dorothy Wells and the Estate of Doyle Elton Pierce, among others. Accordingly, there is another action pending between the parties. Firewalker realleges and incorporates herein by reference each and every allegation set forth in its Complaint in Civil Action No. 2021-CP-37-00149 as fully as if set forth herein verbatim.

FOR A FOURTH DEFENSE
(Reservation and Non-waiver of Defenses)

20. To the extent additional defenses are revealed during discovery, Firewalker hereby reserves the right to assert such defenses as appropriate.

WHEREFORE, Firewalker Hot Sauce Company, LLC prays for the following relief:

- A. That the Court finds in favor of Firewalker and awards the full amount of Firewalker's claim to Firewalker;
- B. For costs of defending this action;
- C. Attorneys' fees; and
- D. For such other and further relief as this Court deems just and proper.



Bryan P. Kelley (S.C. Bar No. 76062)
Elmore Goldsmith Kelley & deHoll, P.A.
19 Blair Street (29617)
Post Office Box 1887
Greenville, South Carolina 29602
Telephone: (864) 255-9500
Facsimile: (864) 255-9505
Email: bkelley@elmoregoldsmith.com
Attorneys for Firewalker Hot Sauce Company, LLC

May 3, 2023
Greenville, South Carolina

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT AZ

Order of Statement of Creditor's Claim of Firewalker Hot Sauce Company, LLC

August 21, 2023

Source: Oconee County Probate Court, Estate of Doyle E. Pierce, Case No. 2020-ES-37-00532.

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

IN THE PROBATE COURT

Case No.: 2020ES3700532

IN THE MATTER OF: DOYLE ELTON)
PIERCE, DECEASED.)

Adam G. Lee, as Special Administrator,)
)
Petitioner,)

Vs.)

Jared Adam Pierce, Donna Carol Moore,)
and Gregory Alan Pierce,)

Respondents.)
_____)

**ORDER OF STATEMENT OF
CREDITOR'S CLAIM OF
FIREWALKER HOT SAUCE
COMPANY, LLC**

THIS MATTER came before the Court pursuant to a Statement of Creditor's Claim filed by Firewalker Hot Sauce Company, LLC, on April 21, 2021. Present at the hearing were Petitioner, Gregory Alan Pierce and his attorney Richard H. McDuff, Esq., Donna C. Moore, *pro se*, Dorothy Pierce (hereinafter referred to as "Respondent Dorothy") and her attorney Catherine Wyse. Jared A. Pierce (hereinafter referred to as "Respondent Jared") is represented by Richard H. McDuff, Esq., and his attendance was waived. The Claimant, Firewalker Hot Sauce Company, LLC, was represented by its legal counsel, Bryan Kelley, Esq. Both jurisdiction and venue were proper.

Having heard the testimony and reviewing the evidence, the Court hereby finds that the Claim of Firewalker Hot Sauce Company, LLC, is hereby **disallowed**. According to the testimony of the Clerk of the Probate Court, the Claimant failed to provide Proof of Service, by mail or delivery, upon the Personal Representative in accordance with *S.C. Code Ann. § 62-3-804*. In addition, the Claimant failed to adduce any evidence that the Decedent, Doyle Elton Pierce, was an owner of American Pharma Equipment, LLC, or that the company was his alter ego.

DOONEE PROBATE COURT
23 AUG 21 4:21:55

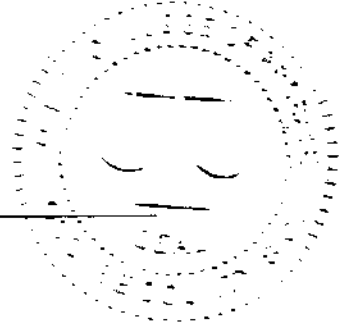
The Court is mindful of the fact the Claimant presently has pending an action in the Oconee County Circuit Court wherein the Estate of Doyle Elton Pierce is a defendant. In the event the Claimant prevails against the Estate in that action, and assets have been distributed to the heirs or devisees, they may be liable to the Claimant for the payment any judgment rendered against the Estate.

IT IS SO ORDERED!

Date: August 21, 2023
Oconee, South Carolina



The Honorable Danny Singleton
Probate Judge for Oconee County



IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No. 2026-000480

EXHIBIT BA

Statement of Creditor's Claim - Firewalker Hot Sauce Company, LLC

Claim Amount: \$16,000.00

Source: Oconee County Probate Court, Estate of Doyle Elton Pierce, Case No. 2020-ES-37-00532.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEEIN THE MATTER OF:
DOYLE ELTON PIERCE

(Decedent)

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2020-ES-37-00532Decedent's Date of Death (if known): September 14, 2020Decedent's Last Mailing Address: 750 Mourning Dove Lane, Seneca, SC 29678

| | |
|--|---|
| Creditor: | Firewalker Hot Sauce Company, LLC |
| Address: | 41 Sheridan Road |
| | Asheville, North Carolina 28803 |
| Telephone: | (828) 808-7709 |
| Email: | firewalkerhotsauce@gmail.com |
| Original Creditor: | same as above |
| Address
(if different from above) | n/a |
| Claim Amount Due: | \$ 16,000.00 |
| Account Number: | APM-USA Invoice No. 1139 |
| Other Reference Number: | n/a |
| Basis of claim (Ex: Contract,
Services Rendered for
decedent, etc): | Contract |
| Date claim will become due
(if not already due) | past due |
| Nature of uncertainty
as to the claim, if any
(i.e. contingent claim,
amount of claim, due date): | The claim has a liquidated amount of \$16,000.00. However, there are additional, unliquidated claims that await a hearing on default judgment. See C.A. No. 2021-CP-37-00149 pending in the Court of Common Pleas, Oconee County. |
| Description of security
as to the claim, if any
(Ex: Collateral for the debt) | None |

OCONEE PROBATE COURT
21 APR 22 PM2:41:00Signature: Printed Name: Franco DonohueTitle: Owner, Firewalker Hot Sauce Company, LLCDate: April 19, 2021

INSTRUCTIONS: Claims **MUST** be filed with the Probate Court of the county in which the Decedent's Estate is under administration and may be delivered or mailed to the fiduciary appointed to administer the Estate (see SCPC 62-3-803, 62-3-804, and 62-3-806).

No claim against a Decedent's estate may be presented or legal action commenced against a Decedent's Estate prior to the appointment of a Personal Representative to administer the Decedent's Estate (except see SCPC 62-3-804(1)(b)).

Satisfaction or withdrawal of claim (FORM 325) **MUST** be filed once claim is resolved.