

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DARLINTON COUNTY
Court of Common Pleas

J. Michael Baxley, Circuit Court Judge

Case No.2013-002356

Fritz Allen Timmons

Appellant.

v.

SCESC and Browns a/s RV and Campers

Respondent

RECORD ON APPEAL

Fritz A. Timmons Pro Se
P. O. Box 367
Hartsville, SC 29551

Derrick McFarland
P. O. Box 8597
Columbia, SC 29202
Attorney for Respondent

Browns A/S RV and
Campers, Inc. (Pro Se)
30049 Hwy 151
McBee SC 29101

RECEIVED
JUL 04 2014
SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 1, 2014



Fritz A. Timmons, Pro Se
P. O. Box 367
Hartsville, SC 29551

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STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

IN THE COURT OF COMMON PLEAS

62

Fritz Immens
PLAINTIFF(S)

ORDER

C.A. NO. 09 CP-16 540

-VS
Brown's A/S RV's et al
DEFENDANT(S)

I. IT IS ORDERED THAT THE BELOW MOTION (S) BE STRUCK FROM THE ACTIVE MOTION CALENDAR FOR THE FOLLOWING REASON:

1. PLAINTIFF (S) MOTION _____

HEARD ON THIS _____ DAY OF _____

✓

2. DEFENDANT (S) MOTION to dismiss

HEARD ON THIS _____ DAY OF _____

✓

3. RULINGS OF THE ABOVE MOTION(S) Has Been

Denied, SCESC did not agree,
was present.

2009 NOV -4 PM 1:33
SCOTT B SUGGS
CLERK OF COURT/R.D.D.
DARLINGTON COUNTY, S.C.

FILED

4. OTHER _____

II. IT IS ORDERED THAT THE WITHIN ENTITLED CASE / MOTION (S) RULE BE:

1. TRANSFERRED TO THE JURY/ NON JURY CALENDAR

2. REFERRED TO SPECIAL REFEREE

3. CONTINUED UPON REQUEST OF PLAINTIFF AND/OR DEFENDANT BEYOND THE

TERM. REASON FOR CONTINUANCE: _____

4. OTHER: _____

DARLINGTON, S.C.

Nov. 4 2009

PRESIDING JUDGE

[Signature]

11/5/09

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2009CP1600540

FILED

2011 MAY 25 PM 3:42

SOUTH CAROLINA
CLERK OF COURT
DARLINGTON COUNTY, S.C.

Fritz Timmons vs. Browns A/s Rv's Etal

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: _____
- 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; Statement of Judgment by the Court:

Motion Under Adversement

Dated at Darlington, South Carolina, this .

Court Reporter:

Paul M. Burch

PRESIDING JUDGE - THE HONORABLE PAUL M. BURCH

This judgment was entered on the MAY 25, 2011, and a copy mailed first class this , to attorneys of record or to parties (when appearing pro se) as follows:

Pro Se Fritz Timmons P O Box 367 Hartsville, SC 295500000

Pro Se Brown's A/s 30049 Hwy 151 Mcbee, SC 291010000

Romi Yolanda Robinson SC Dept. of Employment & Workforce P.O. Box 995 Columbia, SC 29202

Rv's & Campers Inc Etal , 000000000

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

TRUE CERTIFIED COPY,

Scott B. Suggs
CLERK OF COURT/BMC
DARLINGTON COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

JUDGMENT IN A CIVIL CASE

JES

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-16-0546

Fritz Timmons
Petitioner

SCESC and Browns A/SRV
and Campers, Inc.
Respondent(s)

PLAINTIFF(S)

DEFENDANT(S)

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), SCRP (Vol. Non-suit); Rule 43(k), SCRPC (Settled); Other - _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j) SCRPC; Bankruptcy; Other - _____

2013 SEP 11 AM 9:08
SCOTLAND COUNTY
CLERK OF COURT
DARLINGTON, SOUTH CAROLINA

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by the Court:

Petitioner's motion to amend is denied based on case of Pringle v. Builder's Transport (381 S.E.2d 731). Note: This order replaces original order which was signed in May 2011 and was lost in mailing.

Dated at Darlington, South Carolina, this 6th day of September, 2013.

[Signature]
PRESIDING JUDGE

This judgment was entered on the _____ day of _____, _____, and a copy mailed first class this _____ day of _____, _____, to attorneys of record or to parties (when appearing pro se) as follows:

Fritz Timmons, pro se.

Roni Yolanda Robinson
at ESC.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

TRUE CERTIFIED
Scott B. S.
CLERK OF COURT
DARLINGTON, SOUTH CAROLINA

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2009CP1600540

Fritz Timmons vs. Browns A/S RV And Campers Inc

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;
 - SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):**
 - Rule 40(j) SCRPC;
 - Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 - Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 - Affirmed; Reversed; Remanded;
 - Other: _____

2013 OCT -8 PM 4:09
 FILED
 SCOTT B. SUGGS
 CLERK OF COURT
 DARLINGTON COUNTY, S.C.

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; Statement of Judgment by the Court:

Appeal from decision of SCSB denied. Court affirms Agency finding of Voluntary quit per 41-35-120 (i). Also, Dated at Darlington, South Carolina, this failure to properly file appeal.

Court Reporter: **Bonnie H. Kelly**

 PRESIDING JUDGE - J. Michael Baxley 2013

This judgment was entered on the 7th day of October, 2013, and a copy mailed first class this , to attorneys of record or to parties (when appearing pro se) as follows:

Fritz Timmons Pro se P O Box 367 Hartsville, SC 29550-0000

Browns A/S RV And Campers Inc Pro Se 30049 Hwy 151 Mcbee, SC 29101-0000
Romi Yolanda Robinson PO Box 995 Columbia,

CPFORM4M
SCCA SCRPC Form 4 Revised 06/2008

TRUE CERTIFIED COPY.

 CLERK OF COURT/RMC
 DARLINGTON COUNTY, S.C.

SC 29202

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Scott B. Suggs - Clerk of Court

CPFORM41M
SCCA SCRCF Form 4 Revised 06/2008

TRUE CERTIFIED COPY.
Scott B. Suggs
**CLERK OF COURT/RMC
DARLINGTON COUNTY, S.C.**

Exhibit A

July 2, 2009

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION
Columbia, South Carolina

LETTER OF TRANSMITTAL OF COMMISSION DECISION

Attached is a copy of the Commission Decision in your case. If you have questions about the effect of the decision, you may consult an agency representative at the local Employment Security Commission Office or at the Benefits Division at the Central Office in Columbia, S.C.

If you wish to obtain judicial review of the decision, you must comply with the requirements of S.C. Code Ann. §41-35-750 and Rule 74, South Carolina Rules of Civil Procedure.

The law requires that a Petition for Judicial Review must be filed and served within thirty (30) days after the agency's final decision (**see the mailing date above**).

The Petition must be filed in the Court of Common Pleas of the county in South Carolina where the claimant resides or last worked. The Commission and any other party in the case must be named as defendants in the action and must be served with a clocked-in copy of the Petition for Judicial Review at the following address:

**Legal Department
South Carolina Employment Security Commission
Post Office Box 995
Columbia, SC 29202**

The Clerk of Court may require a filing fee. For assistance or guidance in filing an appeal to circuit court, you should consult an attorney licensed to practice in South Carolina.

Form App-115
Rev. 8/25/06

TRUE CERTIFIED COPY,

Scott B. Suggs
CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

2009 AUG 26 AM 9:44

FILED

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION
Columbia, South Carolina

IN THE MATTER OF THE CLAIM OF:

Fritz Timmons)
P.O. Box 367)
Hartsville, SC 29550)
Claimant SSN: 308-70-5327)
Browns A/S Rvs & Campers, Inc.)
30049 Hwy 151)
McBee, SC 29101)
Liable Employer)

Appellant: Claimant

BEFORE THE
COMMISSION

SCOTT B. SUGGS
CLERK OF COURT/R.D.
DARLINGTON COUNTY, S.C.

2009 AUG 26 AM 9:44

FILED

The claimant appealed to the Commission from Appeal Tribunal Decision Number 2009-A-6453 holding the claimant indefinitely disqualified from benefits effective March 15, 2009, upon a finding the claimant voluntarily quit without good cause connected with the work. This decision affirmed the claims adjudicator's determination.

The Commission notified the parties of its hearing to consider this appeal.

DECISION

The Appeal Tribunal decision is affirmed. The claimant is indefinitely disqualified from benefits effective March 15, 2009, for having voluntarily quit without good cause connected with the work.

The claimant worked for the employer from June 1998, through March 4, 2009, most recently as a technician. The claimant testified that he and his employer could not agree to a change in the terms of his employment. The claimant stated that his employer proposed a change in the pay scale from \$13 per hour to \$18 per hour depending upon the length of the job. The claimant submitted a list of conditions to the employer. The employer did not accept the majority of them. The claimant quit instead of accepting the new pay scale.

TRUE CERTIFIED COPY,

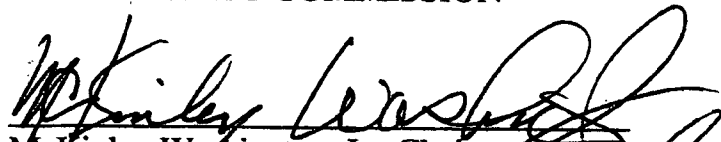
Scott B. Suggs
CLERK OF COURT/R.D.
DARLINGTON COUNTY, SC

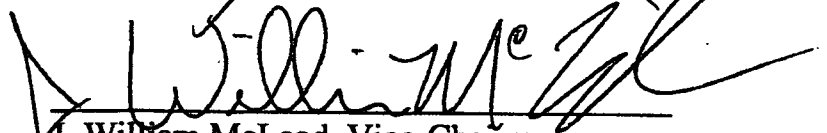
The employer's general manager testified that the new pay scale was more of an incentive than a pay decrease. He asserted that his employees were actually earning more under the new scale. He provided his employees three weeks notice of the change but would not agree to all of the claimant's terms.

Section 41-35-120 (1) provides for an indefinite disqualification from benefits if a claimant is found to have voluntarily quit without good cause attributable to the work. The disqualification continues until the claimant returns to work and earns eight times his/her weekly benefit amount.

We find that the claimant quit because he did not want to accept a change to a flat rate of pay. However, the general manager testified that the claimant would not have made less money and had the opportunity to earn more. Further, the change was not so substantial as to justify the claimant's quitting his employment. Therefore, the Appeal Tribunal decision is affirmed. The claimant is indefinitely disqualified from benefits effective March 15, 2009, for having voluntarily quit without good cause connected with the work.

SOUTH CAROLINA EMPLOYMENT
SECURITY COMMISSION



McKinley Washington, Jr., Chairman


J. William McLeod, Vice-Chairman

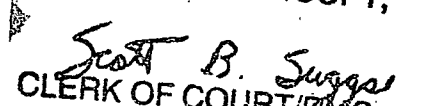
Hearing Date: 7-1-09

Date Mailed: 7-2-09

Mailed By: _____


Becky D. Richardson, Commissioner

TRUE CERTIFIED COPY,


CLERK OF COURT/RMC
DARLINGTON COUNTY, SC

1 why you believe their decision is wrong. And then we'll
2 take it from there.

3 A Okay. They informed me that they denied my benefits
4 because I quit without cause.

5 Well, what happened is Browns RVs decided to change
6 the way they pay their RV technician's, from a hourly pay
7 to a commission-based pay; and -- in which if you did not
8 agree to the new way they pay it, then you no longer work
9 for them.

10 So under Title 41 -- states that employment is a
11 contract, written or oral, and by terminating the contract
12 -- which I was under for hourly -- to work by commission;
13 therefore, I was terminated and I did not quit.

14 Q And did you have a written contract, Mr. Timmons?

15 A For?

16 Q For your hourly wage?

17 A (No audible response.)

18 Q In other words, did you work for them pursuant to a
19 written document that was a contract between y'all, or was
20 this a spoken agreement?

21 A It was both. Now, during the -- the pay raise, you
22 had to sign a paper saying that you're getting a pay raise
23 and stuff. I don't know if that would be considered part
24 of the contract or not.

25 Q All right, sir. And do you have anything else you

1 wish to tell me?

2 A But the part that -- you'd have to sign the contract
3 when they changed over to the commission part, which
4 clearly stated that they do not pay overtime, which is a
5 clear violation of federal law. And which they're not
6 immune to that like an automotive mechanic would be,
7 because RV technicians also include carpenters,
8 electricians, plumbing, and all that.

9 So I basically was terminated and not fired.

10 Q All right. Were there other persons that were
11 similarly situated to you, or -- or were you the only
12 person who left employment when this decision to go to
13 commission rate of pay was decided?

14 A I was the only one that refused the new terms. The
15 other ones stayed.

16 Q All right, sir.

17 A I guess afraid of not finding another job and stuff.

18 Q All right, sir. I'll let you -- and tell me again,
19 are -- are you working elsewhere? Where -- where are you
20 working now?

21 A I'm self-employed right now.

22 THE COURT: All right, sir. I'm going to let you be
23 seated. Let me -- let me review what -- what we have, and
24 I'll be back with you in just a moment.

25 MR. TIMMONS: Okay.

1 (Mr. Timmons complies.)

2 (Brief pause.)

3 THE COURT: All right. Just one moment, please.

4 (Brief pause continues.)

5 THE COURT: All right. Mr. Timmons, I'm -- I'm
6 prepared to rule.

7 I realize that you tell me you were dissatisfied with
8 the decision the -- made by the company, to change their
9 rate of pay from an hourly rate to a new -- they call it
10 "incentive plan" -- but to a commission-based setting.

11 South Carolina law says that an employment contract,
12 unless it is a actual written contract, is a -- South
13 Carolina is an at-will employment. That is, if you work
14 for someone, you're at-will unless you have a written
15 contract of employment, with specific and definite terms;
16 and you've not produced one of those today.

17 The Commission found that you could actually have made
18 more money -- this is their finding -- had you worked
19 under the new incentive plan.

20 You advised me that no one else quit, but that you
21 did. It's unfortunate, because you'd been working there
22 almost 11 years, I think, at the time.

23 But I do not find any basis to set aside the decision
24 of the Commission, because I do find that you did
25 voluntarily quit because you refused to accept the new

1 employment terms. And as an at-will employer, and you
2 being an at-will employee, the company had the right to do
3 that.

4 I don't find a violation of federal law, which you
5 have talked about, for overtime -- failure to pay
6 overtime; nor do I find any other violation of state law.

7 And I'm going to respectfully deny your appeal, Mr.
8 Timmons. And that is the decision of the Court.

9 Now, of course, you have the right to appeal this as
10 well. I'll let you discuss that with an attorney, but I
11 don't find any basis to set aside the ruling of the
12 Commission.

13 All right, sir. Have a good day.
14

15 -- END OF TRANSCRIPT RECORD --

1 HEARING OFFICER: And March the 4th, was your last day? Is that correct?

2 CLAIMANT: Yes.

3 HEARING OFFICER: On March 4, 2009, did you voluntarily quit your job or
4 were you discharged?

5 CLAIMANT: I was discharged.

6 HEARING OFFICER: Who discharged you?

7 CLAIMANT: I was no longer paid my salary.

8 HEARING OFFICER: Okay. Did someone tell you that you were discharged?

9 CLAIMANT: They said [UNCLEAR] when they changed the
10 flat rate, hourly pay would no longer be paid.

11 HEARING OFFICER: Okay. But did they tell you that you were being
12 discharged or that they were just changing your pay?

13 CLAIMANT: They said they was changing the flat rate from
14 hourly over to flat rate and which I would not accept their flat rate under the
15 conditions, and they refused to accept my terms in order for me to continue to
16 work there under the flat rate.

17 HEARING OFFICER: Again, my question, Mr. Timmons, did you...were you
18 told that you were being discharged or did you leave because of the change in the
19 conditions?

20 CLAIMANT: Well, I was no longer being paid.

21 HEARING OFFICER: But you're not answering my question. Did you leave
22 because they changed the pay or did...were you told that because you would not
23 accept the conditions, that you were being discharged from your job?

1 CLAIMANT: According to the job, which that was their...just a
2 reference to how much time they give per work job.

3 HEARING OFFICER: All right.

4 CLAIMANT: So, in other words, a job says it takes one hour to
5 do, if you do it in a half hour, you still get paid for one hour.

6 HEARING OFFICER: So if it takes you 30 minutes, you're still going to get 18
7 dollars.

8 CLAIMANT: If it takes you ten hours to do that one hour job,
9 you only get paid for one hour.

10 HEARING OFFICER: So it depends on how long it takes you, yourself, to
11 complete that job, correct?

12 CLAIMANT: Right.

13 HEARING OFFICER: Mr. Brown, do you have any objection to us entering that
14 document into the record?

15 EMPLOYER WITNESS -1: Under the current information that he's presented,
16 yes, I do. This, first of all, is probably at least ten years old, this information, or
17 thereabout. I couldn't tell you the exact date [UNCLEAR], but somewhere in that
18 time frame. This is not what we charge customers. Keystone [UNCLEAR]
19 established their own flat rate for jobs, repairs being done. We only use those flat
20 rates when there's more than one job. But we, we also use, primarily, the RVIA,
21 which is Recreational Vehicle Industry Association's flat rate manual, and that's
22 generally what we normally use. That's established by the industry.

23 HEARING OFFICER: So this, you don't use this at all?

24 EMPLOYER WITNESS -1: No, we [UNCLEAR] document [UNCLEAR].

1 HEARING OFFICER: The handwritten at the bottom of the page is yours?

2 CLAIMANT: Correct.

3 HEARING OFFICER: But the notes by each specific item?

4 CLAIMANT: Not mine.

5 HEARING OFFICER: That came from the company?

6 CLAIMANT: Correct.

7 HEARING OFFICER: Okay. Mr. Brown, do you have any objection to us
8 entering that document into the record? Sir?

9 EMPLOYER WITNESS -1: No, ma'am, I don't.

10 HEARING OFFICER: Okay. Then without objection, I will enter it as Claimant
11 Exhibit One. It is a two page typewritten document with notations to the left, in
12 the left margin, written by the employer. The bottom handwritten information is
13 by the claimant. After the negotiation, Mr. Timmons, between yourself and Mr.
14 Brown or the company, it appears that they agreed to some of your terms and some
15 they did not, correct?

16 CLAIMANT: Most, they didn't.

17 HEARING OFFICER: Okay. What, what was the final decision making...let
18 me rephrase that. What was the final thing that happened that made you decide
19 that you could no longer be employed at Brown's RV?

20 CLAIMANT: That I would not work off the clock.

21 HEARING OFFICER: When you say, "work off the clock"...

1 EMPLOYER WITNESS -1: Keystone is a company that makes [UNCLEAR]
2 products, [UNCLEAR] travel trailers. If it's a Winnebago brand product, we
3 would go by their flat rate manual. If it's a Damon Motor Coach, it would go by
4 theirs. And [UNCLEAR] whoever the manufacturer is, they all have their own
5 codes.

6 HEARING OFFICER: So each company has a code and this is just a, a reference
7 as to what Keystone would use?

8 EMPLOYER WITNESS -1: Yes, yes, exactly. And again, I'm not sure the
9 adequate [UNCLEAR] currently. I think it's rather old.

10 HEARING OFFICER: But this is just an example of...

11 EMPLOYER WITNESS -1: It's an example, yes, ma'am.

12 HEARING OFFICER: ...of time, such as roof molding should take 12 minutes
13 and the flat rate is 20 cents. Is that...am I reading that correctly? I just want to
14 make sure I'm reading it correct. Right here, roof molding repair, each, 12
15 minutes.

16 EMPLOYER WITNESS -1: Yeah, that's .20 hours is what they're saying,
17 which is 12 minutes. And that time would go in at their...it's 18 dollars an hour at
18 .20 hours.

19 HEARING OFFICER: Okay, okay. Thank you.

20 EMPLOYER WITNESS -1: Yes, ma'am.

21 HEARING OFFICER: Do you have any objection to us entering this just as a
22 point of reference?

23 EMPLOYER WITNESS -1: That's fine, yes.

Name _____

Rate _____

EXHIBIT

299
C#: 2

FILE NO: 0906675

Flat Rate will start on March 5th, 2009.

You are responsible for turning in all work orders. They will be date stamped when turned in.

You will be paid on tickets from 12:00pm Wednesday to 12:00pm Wednesday.

You are to use one time ticket until it is complete, no matter how many work orders.

Turn in your time ticket(s) by the end of every day. You will be given the pink copy of the time ticket back the next day. It will have the paid hours per job. This is your receipt. Keep it and reconcile it.

You will only be paid on time tickets. There will be nothing added for anything that is not on a ticket. All time tickets must be filled out completely or you will not be paid for this line item. It is your responsibility.

There is no overtime pay.

Set flat rate for moving units is 15 mins. motorhome, 20 mins. towable. Moving units for a PDI is part of the PDI. There will be no extra time added.

Delivery of campers, and any set-up required will be given a flat rate time prior to leaving Brown's with unit.

Every job has a flat rate time attached to it. If there is no flat rate time there will be an estimated time attached to that job line. If you find that more time is going to be required, approval must be given by the service advisor BEFORE doing the work.

If a job is to be re-done, you have the options of fixing your error at NO PAID TIME to you or allowing another Tech to do the repairs. If another Tech repairs your work you will be charged back ALL time paid to you for this job line. The service advisor has the authority to make the decision on what Tech will make the repairs.

If there is a problem, question it immediately. Don't expect someone else to fix it. This is your responsibility.

No pay for cleaning the shop - ever. You are to clean up after yourself always and to keep the shop area clean.

Your trash needs to be located in a central area for pick up or placed in the back of the truck - (if it is too big for the trash cans).

Do not work on anything at any time without a time ticket and a work order. Do not perform jobs that others ask you to do (ie salesman or customers) without approval from the service advisor. The advisor will need to provide you with a job line for your time ticket.

If you are asked to work on anything without a work order (ie customer phone calls) you will need the time signed by the manager requesting this. This needs to be signed before you will be paid for the service.

All parts will be pulled and staged before the work order is given to the Tech.

Service Advisor will assign all work required. You will work on assigned work.

Thursday, February 12, 2009

✓ - ANY WORK DONE PRIOR TO MARCH 5, 2009, CANNOT BE CONSIDERED OR DEDUCTED AS A 'REDO' JOB.

~~NO~~ - IF A TECHNICIAN BELIEVES THAT A FLAT RATE OR ESTIMATED TIME TO BE UNREASONABLE - HE/SHE CAN REFUSE THAT JOB WITHOUT BEING REPRIMANDED.

~~NO~~ - EXTRA TIME USED DUE TO DEFECTIVE OR DAMAGED PARTS (EXAMPLE, RUSED OR STRIPPED SCREWS) WILL BE ADDED AS EXTRA TIME AND NOT PART OF FLAT RATE.

Chris's Program - MEMBER OF MANAGEMENT WITH THE AUTHORITY TO MAKE DECISIONS ON WORK PERFORMED WILL BE ON PREMISES AT ALL TIMES.

not to let Chris know - STANDARD PARTS AND SHOP SUPPLIES WILL BE READILY AVAILABLE SO AS TO NOT DELAY COMPLETING A JOB.

~~NO~~ - CLEAN UP OF WORK AREA (FROM JOB) WILL BE PAID AS A JOB AND NOT AS PART OF A JOB.

~~NO~~ - TIME WILL BE ADDED TO FLAT RATE TO COVER FOR WRITEUP TIME.

~~NO~~ - SALESMEN NOT PERMITTED TO BRING CUSTOMERS INTO UNITS TO SHOW UNIT AND INTERFERE WITH TECH'S WORK ON THAT UNIT.

~~NO~~ - PHOTOS, MODEL AND SERIAL NUMBERS WILL BE CONSIDERED AS A JOB, NOT AS PART OF A JOB.

~~NO~~ - UNIT MILEAGE AND VIN NUMBERS WILL BE THE SERVICE ADVISER'S RESPONSIBILITY.

Every address - WORK ORDERS WILL BE WRITTEN SO AS TO INFORM TECH WHAT, WHERE AND WHEN PROBLEM OCCURS. *will be the best we can.*

~~NO~~ - TECHNICIAN WILL NOT BE PULLED FROM ONE JOB/UNIT TO ANOTHER UNIT UNLESS JOB/UNIT SCHEDULED AND TECHNICIAN INFORMED PRIOR TO.

can't promise ~~NO~~ - MINIMUM OF 20 HOUR WEEK GUARANTEED. *up to tech to do the job*

~~NO~~ - EXTRA TIME GIVEN ON FLAT RATE DUE TO INADEQUATE, IMPROPER OR LACK OF TOOLS.

~~NO~~ - EXTRA TIME GIVEN ON FLAT RATE DUE TO INCORRECT OR DEFECTIVE PARTS.

✓ specific Holiday & Vacation Terms outlined

can't promise manager decision on repair AS to who does it - If deductions made on time ticket or After - Person Responsible for change are to be on premises for discussion of

Place for All - owner/manager for signatures and Their Position Ther of

✓ Copy For Employees

NO
- TIME TO BE GIVEN (NOT TO BE CONSIDERED AS "DOWN TIME") FOR WAITING FOR WORK ORDER, INFORMATION OR MANAGEMENT DECISION, WAITING ON PARTS PERSONNEL OR SEARCHING FOR VEHICLE KEYS. *this is a team issue. Tech must notify Service advisory when they need a new ticket*
~~- TIME WILL NOT BE DECREASED AFTER CALCULATED ON TICKET~~

NO
- ANY DEDUCTION TO PAY CHECK DUE TO CLERICAL ERROR (OVERPAY) WILL NOT BE DEDUCTED UNTIL 2 WEEKS AFTER WRITTEN REASON FOR DEDUCTION. *written reason will be given*

NO
- A JOB/UNIT WILL BE SCHEDULED DURING DURING OR THROUGH TECH'S LUNCH HOUR AND IN CASES OF LENGTH JOBS, THE CUSTOMER NEEDS TO BE INFORMED OF TIME INCLUDING LUNCH HOUR. *If the job is close to being done, finish work before leaving for lunch. We will add time that will rell custom*

NO
~~- NO DELIVERY TO BE SCHEDULED WITHIN ONE HOUR OF SHOP CLOSING TIME, UNLESS TECH HAS PRIOR AGREED TO WORK OVER.~~ *We have always had to put our customers first, and work with their schedule. As Always we will attempt to avoid staying late.*

1 UCB-103
REV. May 2007

SOUTH CAROLINA EMPLOYMENT SECURITY COMMISSION
P.O. BOX 995, COLUMBIA, S.C. 29202

198 EXHIBIT
A#: 1
FILE NO: 0906675

1 FRITZ A TIMMONS
1 PO BOX 367
1 HARTSVILLE SC 29550

DATE OF THIS NOTICE 04/03/09

CLAIMANT'S NAME				SOCIAL SECURITY NUMBER	EFFECTIVE DATE	DISQUALIFICATION ENDS		
FRITZ A TIMMONS				308-70-5327	03/15/09	INDEF		
L.O. NO.	TYPE	CATEGORY	WEEKLY BENEFIT AMOUNT	MAXIMUM POTENTIAL ENTITLEMENT	LESS REDUCTION OF	NET TOTAL BENEFITS	BENEFIT YEAR ENDS	
160	I	01	\$ 326.00	\$ 8476.00	\$ 0.00	\$ 8476.00	03/14/10	

DETERMINATION BY CLAIMS ADJUDICATOR ON CLAIM FOR BENEFITS

- 1 You are eligible for benefits from the above effective date.
- 1 You have been disqualified from receiving benefits or have been found to be ineligible for benefits for the following reason(s).

1 YOU LEFT YOUR MOST RECENT BONA FIDE EMPLOYER BECAUSE YOU DID NOT LIKE YOUR WORKING HOURS AND/OR
 1 PAY. A REVIEW OF THE RECORDS SHOWS NO UNREASONABLE CHANGE IN THE ORIGINAL CONDITIONS OF HIRE.
 1 YOU LEFT VOLUNTARILY WITHOUT GOOD CAUSE UNDER SOUTH CAROLINA EMPLOYMENT SECURITY LAW, SECTION
 1 41-35-120(1). YOU ARE DISQUALIFIED FROM 03/15/09 AND UNTIL YOU RETURN TO WORK AND EARN AT LEAST
 1 EIGHT TIMES YOUR WEEKLY BENEFIT AMOUNT.

1 _____ LAST SEPARATION FROM NON-LIABLE EMPLOYER
 1 _____ UI CLAIMS ADJUDICATOR

MAILING DATE 04/06/2009

IMPORTANT: THIS DETERMINATION WILL BE THE FINAL DECISION OF THE COMMISSION UNLESS YOU FILE AN APPEAL SETTING FORTH IN DETAIL THE GROUNDS FOR APPEAL WITHIN TEN (10) CALENDAR DAYS, INCLUDING WEEKENDS AND HOLIDAYS, FROM THE MAILING DATE SHOWN ABOVE. IF THE TENTH DAY FALLS ON A SATURDAY, SUNDAY, OR HOLIDAY, THE APPEAL PERIOD IS EXTENDED TO THE NEXT BUSINESS DAY. YOUR APPEAL MAY BE FILED IN PERSON AT ANY EMPLOYMENT SECURITY OFFICE, OR BY MAIL, ADDRESSED TO THE "APPEAL TRIBUNAL," P.O. BOX 995, COLUMBIA, SOUTH CAROLINA 29202. FOR ADDITIONAL INFORMATION OR ASSISTANCE IN FILING AN APPEAL, CONTACT YOUR LOCAL EMPLOYMENT SECURITY OFFICE.

384 EXHIBIT
 C#: 3
 FILE NO: 09106675

KEYSTONE FLAT RATES - QUICK REFERENCE

FLAT RATE	OPERATION
	EXTERIOR
.20	STEP NON SLIP TAPE LOOSE, REPAIR (12 MINUTES)
.40	ADJUST SLIDEOUT - SYNCHRONIZE TRAVEL IN/OUT (24 MINUTES)
.50	ADJUST SLIDEOUT - VERTICAL/HORIZONTAL TRAVEL
.40	SLIDEOUT HYDRAULIC HOSE - TIGHTEN FITTING (6 MINUTES)
.75	EXTERIOR SLIDEOUT TRIMS - REPAIR PER PIECE - SECURE LOOSE, ETC. (15 MINUTES EACH PIECE)
.20	EXTERIOR CORNER MOLDINGS, FRONT OR REAR (12 MINUTES EACH)
.20	ROOF MOLDINGS (REPAIR EACH 12 MINUTES)
.20	ROOF MOLDINGS (RESEAL EACH 12 MINUTES)
.10	RESEAL ROOF VENT (6 MINUTES)
.10	RESEAL AWNING RAIL (6 MINUTES)
.10	RESEAL FENDERSKIRT OR SECURE FENDERSKIRT (6 MINUTES)
.20	ADJUST ENTRY DOOR (12 MINUTES)
.20	ADJUST SCREEN DOOR OR LATCH (12 MINUTES)
.30	REPLACE ENTRY DOOR FOAM SEAL (18 MINUTES)
.20	REPLACE SCREEN DOOR LATCH - 12 MIN.
.10	REPLACE SCREEN DOOR SLIDER - 6 MINUTES
.30	REPLACE/REPAIR ENTRY DOOR SCREENING MATERIAL - 18 MIN
.20	REPAIR COMPARTMENT DOOR (SMALL OR MED DOOR)
.50	REPLACE COMPT DOOR (SMALL OR MED)
.20	ADJUST COMPT DOOR
.20	R/R COMPT DOOR WEATHER SEAL
.20	R/R COMPT DOOR OR LATCH
1.00	R/R LARGE (GARAGE OR UNDER 5W) COMPT DOOR
.50	ADJ LARGE, GARAGE COMPT DOOR
.10	REPAIR DECAL, LOGO, STRIPE
.10	R/R STRIPE ONLY PER 2 FT OF STRIPE
	INTERIOR
.20	REPAIR BASE CABINET
.20	REPLACE PANEL BASE CABINET
.20	REPAIR BASE CABINET STILE
.50	REPLACE BASE CABINET STILE
.20	REPAIR CABINET DOOR
.20	REPLACE CABINET DOOR
.10	ADJUST CABINET DOOR
.10	R/R CABINET CATCH, HINGE, HANDLE OR KNOB
.10	REPAIR CABINET STRUT
.10	REPLACE CABINET STRUT
.20	REPAIR DINNETTE TABLE
.20	REPLACE DINNETTE TABLE
.10	REPLACE DINNETTE TABLE LEG
.20	REPAIR DINNETTE TABLE LEG BASE
.20	REPLACE DINNETTE TABLE LEG BASE
.20	REPAIR DRAWER
.20	REPLACE DRAWER
.10	ADJUST DRAWER
.10	REPLACE DRAWER CATCH, HANDLE OR KNOB
.30	REPAIR DRAWER GUIDE
.10	REPLACE DRAWER GUIDE
	REPAIR HINGED INTERIOR DOOR

.50	REPLACE HINGED INTERIOR DOOR
.10	ADJUST INTERIOR HINGED DOOR
.10	REPLACE HINGE - INTERIOR DOOR
.20	REPLACE KNOB INTERIOR DOOR
.20	REPAIR INTERIOR SLIDING DOOR
.50	REPLACE INTERIOR SLIDING DOOR (THIS WILL APPLY IF YOU HAVE TO
P/R DOOR TO	REPAIR TRACK)
.10	ADJUST INTERIOR SLIDING DOOR
.50	REPAIR DOOR TRACK
.30	REPLACE DOOR TRACK
.10	REPLACE LATCH OR STRAP
.10	REPAIR WALL BATTEN PER PIECE
.20	REPLACE WALL BATTEN PER PIECE
.20	REPLACE BATTEN TAPE PER 8 FT
.20	REPAIR BORDER PER 8 FT
.30	REPLACE BORDER PER 8 FT
.10	REPAIR WOOD TRIM/MOLDING PER PIECE
.20	REPLACE WOOD TRIM/MOLDING PER PIECE
.10	REPAIR WALL PANEL
1.00	REPLACE WALL PANEL
.20	REPAIR VENETIAN BLIND
.20	REPLACE VENETIAN BLIND
.10	REPLACE HOLD DOWN OR WAND
.20	REPLACE DAY/NIGHT SHADE
.10	ADJUST DAY/NIGHT SHADE
.10	REPLACE HOLD DOWN
.20	REPAIR VALANCE
.30	REPLACE VALANCE
.50	TIGHTEN MOUNTING BOLTS - A/C - DOMETIC
.50	REPAIR EXTERNAL WIRING - A/C - DOMETIC
.20	STRAIGHTEN CONDENSER FINS - COMB - DOMETIC
.30	REPAIR EXTERNAL WIRING ATWOOD OR SUBURBAN FURNACE
.50	REPAIREXTERNAL WIRING - DOMETIC REFRIGERATOR
.30	REPAIR EXTERNAL WIRING - ATWOOD OR SUBURBAN WATER HEATER
.50	REPLACE RELIEF VALVE - ATWOOD OR SUBURBAN WATER HEATER
.50	REPLACE THERMOSTAT - ATWOOD OR SUBURBAN WATER HEATER
.50	REPLACE ECO TSTAT - ATWOOD OR SUBURBAN WATER HEATER
.10	TIGHTEN LP FITTING (LEAK CHECK AFTER REPAIR .20)
.50	REPAIR EXTERNAL WIRING , TV ANTENNA
.20	REPAIR MICROWAVE MOUNTING OR TRIM
.30	REPAIR EXTERNAL WIRING ON LP DETECTOR
.20	REPAIR FIRE EXTINGUISHER BRACKET
.50	REPAIR EXTERNAL WIRING FOR RANGE HOOD
.30	REPAIR SPEAKER WIRING

.30	REPAIR WIRING STEREO/TAPE/CD PLAYER
.30	REPAIR WIRING DVD,TV,HOME THEATRE SYSTEM, VCR/VCP
.20	REPAIR 12V RECEPTACLE, 120V RECEPTABLE, 12V OR 120V SWITCH
.30	REPLACE 12V RECEPTACLE, 120V RECEPTACLE, 12V OR 120V SWITCH
.20	REPAIR OR REPLACE CLEARANCE OR TAIL LIGHTS
.10	REPLACE LENS - CLEARANCE OR TAILLIGHT
.20	REPAIR OR REPLACE PORCH OR HITCH LIGHT
.10	REPLACE LENS PORCH OR HITCH LIGHT
.20	REPAIR OR REPLACE SCARE LIGHT
.10	REPLACE LENS SCARE LIGHT
.20	*REPAIR OR REPLACE 12V INTERIOR LIGHT
.10	*REPLACE LENS OR GLOBE INTERIOR 12V LIGHT
	*SAME FOR FLUORESCENT OR 120V INERIOR
.20	REPAIR MONITOR PANEL
.30	REPAIR BATH SHOWER FAUCET
.50	REPLACE BATH SHOWER FAUCET
.30	REPAIR BATH SINK
.50	REPLACE BATH SINK
.20	REPAIR BATH OR KITCHEN SINK DRAIN
.30	REPLACE BATH OR KITCHEN SINK DRAIN
.20	REPAIR PTRAP BATH OR KITCHEN
.30	REPLACE PTRAP BATH OR KITCHEN
.20	REPAIR OUTSIDE SHOWER
.50	REPLACE OUTSIDE SHOWER
.50	REMOVE, RESEAL,REINSTALL OUTSIDE SHOWER
.30	REPAIR KITCHEN FAUCET
.50	REPLACE KITCHEN FAUCET
.10	REPAIR WATER PUMP EXTERNAL WIRING
.20	REPAIR WATER PUMP EXTERNAL PLUMBING
.30	REPLACE WATER PUMP
.50	REPAIR SHOWER WALLS
.50	REPAIR SHOWER/TUB DRAIN
.50	REPAIR SHOWER/TUB PTRAP
.50	REPAIR SHOWER DOOR
1.00	REPLACE SHOWER DOOR
.30	REPAIR EXTERNAL PLUMBING TOILET
.20	REPAIR TOILET MOUNTING
.10	TIGHTEN LP FITTING (.20 LEAK CHECK WITH REPAIR)
.10	LP REGULATOR REPAIR
.10	LP RUBBER HOSE REPAIR

COMMISSIONERS
J. William McLeod
Becky D. Richardson
McKinley Washington, Jr.

INTERIM EXECUTIVE DIRECTOR
Samuel R. Foster
803-737-2617



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631 Hampton Street
P.O. Box 995
Columbia, South Carolina 29202
(803) 737-2666
FAX (803) 737-0124
November 16, 2009

The Honorable J. Michael Baxley
Judge of Fourth Judicial Circuit
531 East Carolina Avenue
Hartsville, South Carolina 29550

Re: Fritz Timmons v. Brown's A/S RV's et al.
Case No.: 2009-CP-16-540

Dear Judge Baxley:

I am writing regarding the Order that I received in the above referenced case. The Order, dated November 4, 2009, denied the Employment Security Commission's Motion to Dismiss and indicated that the Commission failed to appear at the hearing. This Order was the first notification I had that a hearing had been scheduled. My assistant contacted the Clerk of Court's office this morning and was informed by Cynthia that notice was sent to the employer but not to the Commission. Thus, I am asking that the Order be rescinded and a hearing scheduled on the Motion at a later date with notice to the Commission.

With kind regards, I am

Sincerely,

Romi Y. Robinson
Attorney for SCESC

cc: Fritz Timmons
PO Box 367
Hartsville, SC 29550

Brown's A/S RV's
30049 Highway 151
McBee, SC 29101

COMMISSIONERS
J. William McLeod
Becky D. Richardson
McKinley Washington, Jr.

INTERIM EXECUTIVE DIRECTOR
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Columbia, South Carolina 29202
(803) 737-2666
FAX (803) 737-0124
January 6, 2010

Fritz Timmons
Post Office Box 367
Hartsville, SC 29550

Re: Case Number 2009-CP-16-0540
Fritz Timmons v. SC Employment Security Commission
and Browns a/s RV & Campers

Dear Mr. Timmons:

The Motion to Dismiss in the above referenced case is scheduled to be heard on January 20, 2010 at 2:00 before Judge Paul M. Burch.

If you have any questions, please contact the Darlington County Clerk of Court's office.

With kind regards, I am

Sincerely Yours,

Kristi Chesley
Administrative Legal Assistant for
Romi Y. Robinson
Staff Attorney

NOTICE OF MOTION SCHEDULING

April 21, 2011



**Motion "MAMNMO - MOTION TO AMEND" for Case:
2009CP1600540 - Fritz Timmons VS Browns A/s Rv's Etal, defendant,
et al has been added to the following Motions Roster:**

1 - Motion Roster May 25, 2011 @ 10:00 AM

**The hearing of this motion has been scheduled for Wednesday, May 25,
2011 at 12:00 am.**

The case referenced in this email is scheduled on the Docket. The Docket is available at <http://publicindex.sccourts.org/darlington/courtrosters/>. If your case is settled, please notify us in writing immediately. If you have any communication regarding this case, please do NOT call this office.

Please send it in writing, via fax or e-mail at the following address: clerk@darlesc.com and timmons@darlesc.com.

Mail Notice To:

Pro Se Fritz Timmons
P O Box 367
Hartsville, SC 295500000

Court Info:

Common Pleas
1 Public Square, Rm B-4
Darlington, SC 29532-9532

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

(843)398-4330

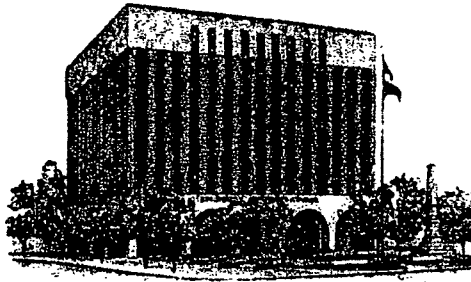
Respectfully,

Scott B. Suggs
Clerk of Court

COUNTY OF DARLINGTON
OFFICE OF THE CLERK OF COURT

SCOTT B. SUGGS
CLERK OF COURT

JONNA CARTER
CHIEF DEPUTY CLERK



*Darlington County Courthouse
Darlington, South Carolina*

JENNIFER SANDERS
DEPUTY CLERK
COMMON PLEAS

SAMANTHA SCOTT
DEPUTY CLERK
FAMILY COURT

January 23, 2013

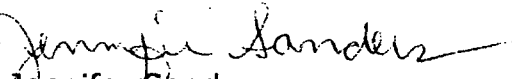
Mr. Fritz Timmons
Post Office Box 367
Hartsville, South Carolina 29550

RE: 2009-CP-16-540 Fritz Timmons v. Brown's A/S RV and Campers, Inc.

Mr. Timmons,

In reviewing your case, I see that there was an order dated May 25, 2011 stating a motion was under advisement signed by Judge Burch. No activity has taken place since that time. Please notify me regarding the status of this case.

Thank you,


Jennifer Sanders
Deputy Clerk of Common Pleas Court

ONE PUBLIC SQUARE ROOM B4 • DARLINGTON, SOUTH CAROLINA 29532
POST OFFICE BOX 1177 • DARLINGTON, SOUTH CAROLINA 29540
843-398-4330 • CLERK OF COURT
843-398-4333 • FAMILY COURT

NOTICE OF CASE SCHEDULING

September 10, 2013



Case 2009CP1600540 - Fritz Timmons VS Browns RVs and Campbers Inc , defendant, et al has been added to the following Court Roster:

Roster ID: 53 - COMMON PLEAS NON JURY October 7, 2013 @ 9:30 a.m. Judge Baxley

This case has been assigned as priority 1 of 18 cases scheduled for the court period of 10/7/2013 through 10/10/2013

The case referenced in this email is scheduled on the Non Jury Roster. Roster meeting will begin at 9:30 a.m. The Docket is available at <http://publicindex.sccourts.org/darlington/courtrosters/>. ALL cases on this Roster are subject to trial.

Any request for a continuance is considered a Motion and requires a \$25.00 Motion fee, which must be paid at the time of the request. Requests may be submitted to the presiding judge. If your case is settled, please notify Jennifer Sanders, Deputy Clerk.

Please send it in writing, via fax or e-mail at the following address: jsanders@darlcosc.com

Mail Notice To:

Fritz Timmons Pro se
P O Box 367
Hartsville, SC 295500000

Court Info:

Common Pleas
1 Public Square, Rm B-4
Darlington, SC 29532-9532

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

(843)398-4330

Respectfully,

Scott B. Suggs
Clerk of Court

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 1, 2014



Fritz A. Timmons, Pro Se
P. O. Box 367
Hartsville, SC 29551

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DARLINTON COUNTY
Court of Common Pleas

J. Michael Baxley, Circuit Court Judge

Case No.2013-002356

Fritz Allen Timmons

Appellant.

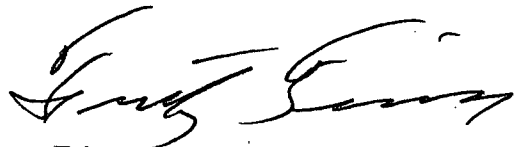
v.

SCESC and Browns a/s RV and Campers

Respondent

PROOF OF SERVICE

I certify that I have served the Record on Appeal on The South Carolina Employment Security Commission (aka South Carolina Department of Employment and Workforce) by depositing a copy of it in the United States Mail, postage prepaid, on July 2, 2014, addressed to the attorneys of record, Derrick McFarland. P. O. Box 8597, Columbia, SC 29202 in accordance to Rule 210a, SCACR.



Fritz A. Timmons, Pro Se
P. O. Box 367
Hartsville, SC 29551