

THE STATE OF SOUTH CAROLINA
In The Court Of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

R. Keith Kelly, Circuit Court Judge

Case No.: 2015-000907

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SC Court of Appeals

The State Respondent

v.

Jack Randall Moore Appellant.

RECORD ON APPEAL

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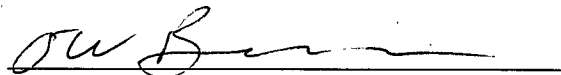
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Certificate Of Counsel

The undersigned certifies that this Record on Appeal contains all material prepared to be included by any of the parties and not any other material and, further, complies with Supreme Court Order dated August 13, 2007, regarding personal identifiers and sensitive information.

BANNISTER, WYATT & STALVEY, LLC



O. W. Bannister (SC Bar # 506)
Attorney for Appellant

1 had been made to drop the trailer in Duncan?

2 A No.

3 Q Did you ever tell Mr. Coleman don't worry about Jack
4 Moore. You work for me. Just don't bring the damn
5 trailer to South Carolina. Everything is fine.
6 I've got this under control. Did you ever make a --
7 say that to Mr. Coleman?

8 A No. Didn't you get the statement where Rick said
9 that that wasn't true?

10 Q No, I didn't, but you can't ask me questions. I'm
11 just asking you.

12 A Okay.

13 Q Did you say that?

14 A No.

15 Q Did you ever tell Mr. Coleman, well, let me call
16 that SOB, referring to Jack Moore? I'll just tell
17 him that we will leave the trailer at the truck stop
18 or the rest area on the side of the road.

19 BY MR. HODGE:

20 Your Honor, let me have a sidebar.

21 CROSS EXAMINATION RESUMED BY MR. BANNISTER:

22 Q Well, I can't remember where we left it ---

23 BY MR. HODGE:

24 Objection, Your Honor.

25 BY THE MAGISTRATE:

1 Hang on, Mr. Bannister.

2 BY MR. BANNISTER:

3 I'm sorry.

4 (SIDEBAR)

5 CROSS EXAMINATION RESUMED BY MR. BANNISTER:

6 Q Did you ever tell your driver words to the effect of
7 I'll just tell him, meaning Jack Moore, that we're
8 going to leave the trailer at the truck stop rest
9 area on the side of the road and that I can't
10 remember where we left it?

11 BY MR. HODGE:

12 Same objection, Your Honor.

13 CROSS EXAMINATION RESUMED BY MR. BANNISTER:

14 Q He'll just have to find it? Did you ever tell your
15 driver Coleman that?

16 A No, I did not ever say that.

17 Q Okay. Now, did you ever tell Mr. Coleman that you
18 were going to have a weenie roast at Jack Moore's
19 house?

20 A No, I did not.

21 Q Did you ever tell him there was a trailer or there
22 was a carriage that sure did burn?

23 A No, I did not.

24 Q You never told Mr. Coleman that?

25 A No, I did not.

1 Q Did you ever offer to pay Mr. Moore any of the money
2 that this trailer earned in the 30 days that he
3 owned it and you were using it?

4 A Absolutely not.

5 Q Okay. And you acknowledge that you sent this text?

6 A Yes, I did, to Melvin.

7 Q You sent it to Mr. Moore.

8 A No, I sent it to Melvin on Mr. Moore's phone.

9 Q Was the threat that you were just going to leave the
10 trailer there and see if they could find it. And
11 that resulted in you being able to load the trailer
12 and get the money for hauling it back to Zebulon,
13 North Carolina.

14 A No, it didn't.

15 Q That's not true?

16 A That's not true.

17 Q Well, was the trailer loaded after you sent this
18 text?

19 A Because when L and M loaded that ---

20 Q Was the trailer ---

21 BY MR. HODGE:

22 Hold on, Your Honor. Your Honor ---

23 BY THE MAGISTRATE:

24 Let her answer. Let her answer.

25 BY MR. BANNISTER:

1 Q Did you text or advise Mr. Moore or Melvin that the
2 trailer would be in Zebulon, North Carolina?

3 A No, because the brokers already had it.

4 BY MR. BANNISTER:

5 I think that's all the questions I have, Judge.

6 BY THE MAGISTRATE:

7 Any re-direct, Mr. Hodge?

8 RE-DIRECT EXAMINATION BY MR. HODGE:

9 Q These questions that Mr. Bannister was reading, are
10 you aware of an affidavit executed ---

11 BY MR. BANNISTER:

12 Your Honor, I object to that.

13 RE-DIRECT EXAMINATION RESUMED BY MR. HODGE:

14 Q --- that refutes everything that he asked?

15 A Yes.

16 BY MR. BANNISTER:

17 I object to that.

18 BY MR. HODGE:

19 Okay.

20 BY MR. BANNISTER:

21 Your Honor, I have no choice at this time. I
22 have a matter to take up out of the presence of the
23 jury.

24 BY THE MAGISTRATE:

25 Ladies and gentlemen, if y'all would step back

1 in the jury room for just a second.

2 (JURY EXITS COURTROOM)

3 BY MR. HODGE:

4 Can she go to the bathroom, Your Honor?

5 BY THE MAGISTRATE:

6 I surely don't want you to be uncomfortable.

7 Yeah, I tell you what. You take off to the
8 restroom. We'll argue this motion. Any objection,
9 Mr. Hodge? Any objection, Mr. Bannister?

10 BY MR. BANNISTER:

11 None from me.

12 BY THE MAGISTRATE:

13 Okay. Mr. Bannister?

14 BY MR. BANNISTER:

15 Judge, I reluctantly must ask for a mistrial
16 because of the interjection of irrelevant evidence
17 that I believe you've already ruled on as improper.
18 It was injected into it by Mr. Hodges and I believe
19 that that would have prejudiced this jury to an
20 extent that it can't be repaired.

21 BY MR. HODGE:

22 Your Honor, you instructed Mr. Bannister after
23 my objection not to read any more statements. He
24 was reading that statement, and I raised this issue
25 before we even tried this case. I said if he's

1 going to go from the statement, then he's going to
2 open the door and all of it ought to come in. Your
3 last instruction to him was do not read the
4 statement. Ask the question. What does he do? He
5 goes right back and he reads the statement. Now,
6 what he's trying to do is get his information in
7 from that statement, which he knows is improper, and
8 he did. And it was only fair to instruct or to ask
9 the question. And I didn't ask about the content of
10 the affidavit. I just said did he execute an
11 affidavit that refuted that. That was fair. That's
12 the way justice ought to be. He doesn't get to have
13 it -- he doesn't get to introduce irrelevant
14 evidence ---

15 BY THE MAGISTRATE:

16 No, I may have -- I may have been incorrect in
17 my first shot at that, but anyway, go ahead. I'm
18 sorry. I didn't mean to interrupt.

19 BY MR. HODGE:

20 But in any event, it's harmless error in the
21 first place, Your Honor.

22 BY THE MAGISTRATE:

23 Well, I don't know if it's harmless or not, but
24 ---

25 BY MR. BANNISTER:

1 Judge, let me just ---

2 BY MR. HODGE:

3 It certainly doesn't warrant a mistrial.

4 BY MR. BANNISTER:

5 Let me put my position on the record. I
6 understand there is a sea change difference in cross
7 examining a witness, bias, prejudice, influence or
8 whatever under the rule. But if you have a basis to
9 ask a witness a question about misconduct, about
10 something that's said that would be germane to the
11 cause, you can ask them. But you're stuck with
12 their answer unless you can produce somebody that
13 can impeach them. Well, Mr. Coleman is not here, so
14 I can't call Mr. Coleman. Cross examination is an
15 entirely different field from asking about a hearsay
16 affidavit by somebody who is not present to refute
17 supposedly whatever questions were asked. But in
18 essence, he's saying Mr. Coleman made the
19 statements, which she denies that she made them to
20 Mr. Coleman. But then he comes back with an
21 affidavit and says Mr. Coleman refuted that he ever
22 told her that. So under those circumstances, Judge,
23 I just am compelled to say that this trial is like
24 ---

25 BY THE MAGISTRATE:

1 I may have been -- I may have been incorrect
2 earlier, but I think out of an abundance of caution,
3 I'm going to declare a mistrial.

4 BY MR. BANNISTER:

5 Thank you, Your Honor.

6 BY THE MAGISTRATE:

7 Just out of an abundance of caution. All
8 right.

9 BY MR. HODGE:

10 All right. When are we going to reset it, Your
11 Honor? We're ready to go again.

12 BY THE MAGISTRATE:

13 We'll reset it for you as fast as we can. We
14 usually -- if we do this on a mistrial, we put it at
15 the top of the pile. So you don't have to wait any
16 longer than the next case that we set. I mean, we
17 have them already set out for about two weeks out or
18 three weeks out. But we'll make sure it's at the
19 top of the next -- probably within 30 days. Now,
20 does anybody have vacation plans?

21 BY MR. BANNISTER:

22 Judge, I'm going for the first time to France
23 June 6th, I believe, and will not be back until
24 July. I would respectfully request you don't set it
25 until after I get back.

1 statements are to come into evidence. The Court
2 made some rulings on it. Obviously, the judge
3 didn't remember what his actual rulings were or
4 whether they were correct rulings. So I don't -- I
5 don't find that as convincing that this was
6 prosecutorial misconduct. And so I'm going to deny
7 your motion to dismiss.

8 All right. Any other matters?

9 BY MR. HODGE:

10 I would like to make a motion in limine so
11 we're pretty clear.

12 BY THE MAGISTRATE:

13 Okay.

14 BY MR. HODGE:

15 I want to move that Mr. Bannister not hold up
16 this statement and essentially get it into evidence
17 by asking questions directly from that statement.

18 BY THE MAGISTRATE:

19 And this is an out of court witness's
20 statement, right?

21 BY MR. HODGE:

22 Correct. If he does that ---

23 BY THE MAGISTRATE:

24 And he's not going to be here today?

25 BY MR. HODGE:

1 He's not going to be here today.

2 BY THE MAGISTRATE:

3 Then we're not going to have any testimony
4 about it. We're not even going to refer to it.

5 BY MR. HODGE:

6 Okay.

7 BY THE MAGISTRATE:

8 On either side.

9 BY MR. HODGE:

10 And the way he got it in is pretty clever. He
11 said didn't you -- he's talking to this witness, Ms.
12 Bradley. Didn't you tell William Coleman this,
13 didn't you tell him that. I want that line of
14 questioning out because that's a clever way of
15 getting in that statement and that's what he did.

16 BY THE MAGISTRATE:

17 Okay. Any response?

18 BY MR. BANNISTER:

19 Yes, sir. Judge, I think I recited in my
20 memorandum that under Rule 608(c), I am entitled to
21 cross examination of the prosecution's witness, to
22 ask her about anything she said to any other person
23 that's contradictory to what she's testifying to in
24 court. That's under the rules of evidence. The
25 requirement is that I have to have a basis for

1 asking the questions. For example, I can't ask her
2 if she's having an affair with Mr. Hodge or anybody
3 else without some basis for asking. Mr. Coleman's
4 sworn statement, under oath, that Mrs. Bradley made
5 these statements to him forms a basis for me to ask,
6 whether Mr. Coleman's here or not, under the rules
7 of evidence, Mrs. Bradley, did you tell Mr. Coleman
8 so-and-so. And the only way to do that most
9 accurately is to quote exactly what Mr. Coleman said
10 she said. If he objects to me doing it that way, I
11 don't know that I've ever seen a lawyer object when
12 lawyers examine off of a yellow pad. I can write
13 the questions down on a yellow pad if he objects to
14 me holding the paper up there. There's just no
15 basis ---

16 BY THE MAGISTRATE:

17 What's the purpose -- what would be the purpose
18 of the question to her?

19 BY MR. BANNISTER:

20 To show a bias, prejudice or contradiction in
21 her testimony now.

22 BY THE MAGISTRATE:

23 Based on an out of court hearsay statement?

24 BY MR. BANNISTER:

25 By someone else quoting her.

1 BY THE MAGISTRATE:

2 Right, but out of court, clearly hearsay?

3 BY MR. BANNISTER:

4 Not offered -- not offered for the truth. Just
5 offered to impeach her and to show a contradiction
6 in what she said.

7 BY THE MAGISTRATE:

8 It's a backdoor way of getting the truth in.

9 BY MR. BANNISTER:

10 Sir?

11 BY THE MAGISTRATE:

12 It's a backdoor hearsay. It's bringing it in,
13 slipping it in through asking her the question that
14 you couldn't have admitted before.

15 BY MR. BANNISTER:

16 It may be, Judge, but it is permissible under
17 the rules of cross examination.

18 BY THE MAGISTRATE:

19 Show me some case law on that.

20 BY MR. BANNISTER:

21 I can show you the rule.

22 BY THE MAGISTRATE:

23 Well, I can read the rule, but show me some
24 case law that interprets it differently.

25 BY MR. BANNISTER:

1 Well, Judge, I'll be honest with you. I didn't
2 realize that was even going to be a question, but I
3 can certainly find you plenty of case law ---

4 BY THE MAGISTRATE:

5 It was apparently a question in the last trial,
6 wasn't it?

7 BY MR. BANNISTER:

8 Sir?

9 BY THE MAGISTRATE:

10 Wasn't it a question in the last trial?
11 Didn't -- in limine, that was what Judge Jones made
12 a ruling on?

13 BY MR. BANNISTER:

14 That's what Judge Jones made the ruling on,
15 that it was proper cross examination since there was
16 a solid basis to ask her.

17 BY THE MAGISTRATE:

18 And that basis is an out of court statement
19 from a witness who's not going to be in court today?

20 BY MR. BANNISTER:

21 Yes, sir. Absolutely.

22 BY THE MAGISTRATE:

23 Well, I disagree with Judge Jones' ruling. I
24 don't find that as a basis for bringing in that
25 statement.

1 BY MR. BANNISTER:

2 Based on the fact that I can't bring you some
3 evidence on that now?

4 BY THE MAGISTRATE:

5 Yes, sir. If you -- I mean, we're right here
6 now and unless you can show me some supporting case
7 law that says that this procedure is proper, I don't
8 interpret the rule to allow you to bring in hearsay
9 in your cross examination of a witness.

10 BY MR. BANNISTER:

11 I understand your ruling, Judge, and I
12 respectfully disagree.

13 BY THE MAGISTRATE:

14 And it's on the record.

15 BY MR. BANNISTER:

16 When we get to the point, for the purposes of
17 the record, I will have to make a proffer out of the
18 presence of the jury in this examination.

19 BY THE MAGISTRATE:

20 We'll do that, although I'm not sure what --
21 again, if it's an out of court statement and you're
22 going to ask her, in essence, to refute an out of
23 court witness's statement, that's a backdoor
24 hearsay. If it was an exception, if it's res
25 gestae, if it was any type of exception, that would

1 be different.

2 BY MR. BANNISTER:

3 It's not an exception, Judge, to offering it
4 for the truth that as a matter of certainty. It's
5 to test this witness by cross examination as to
6 whether she made the statement or not. And if I
7 have a basis to ask her that, under impeachment of a
8 witness, I ---

9 BY THE MAGISTRATE:

10 But the basis is not -- the basis is hearsay.
11 It's clearly a hearsay statement, and you're saying
12 I can get it in as a basis for asking you about this
13 hearsay. I don't find that as a basis for it.

14 BY MR. BANNISTER:

15 Judge, I respectfully ---

16 BY THE MAGISTRATE:

17 And you have that right. It's on the record.

18 BY MR. BANNISTER:

19 Okay.

20 BY THE MAGISTRATE:

21 All right. Anything else?

22 BY MR. BANNISTER:

23 I would like to -- because -- (inaudible) in
24 the statements, under the ruling of the judge, as I
25 recall it on the motion for barring the prosecution,

1 I would like to -- and I don't -- Mr. Hodge is an
2 officer of the court and I'm sure his record is in
3 there, but I would like for him to state what he
4 understood the ruling of Judge Moore to be in limine
5 as to my right to cross examine Ms. Bradley on the
6 statement of Mr. Coleman.

7 BY THE MAGISTRATE:

8 Well, you're asking for him ---

9 BY MR. BANNISTER:

10 I would like for him, on the record ---

11 BY THE MAGISTRATE:

12 --- to give you an interpretation of a ruling
13 of an out of court witness.

14 BY MR. BANNISTER:

15 Sorry?

16 BY THE MAGISTRATE:

17 You're asking him to give this Court an
18 interpretation of a statement ---

19 BY MR. BANNISTER:

20 No, sir.

21 BY THE MAGISTRATE:

22 --- of an out of court witness.

23 BY MR. BANNISTER:

24 I'm asking him, as an officer of the court, to
25 state what he understood Judge Moore's ruling to be.

1 BY THE MAGISTRATE:

2 Judge Jones' ruling?

3 BY MR. BANNISTER:

4 I'm sorry. Judge Jones' ruling.

5 BY THE MAGISTRATE:

6 Did you understand that? Is there any way you
7 can respond to that?

8 BY MR. HODGE:

9 It's improper.

10 BY THE MAGISTRATE:

11 Yeah, I ---

12 BY MR. HODGE:

13 And I'm going to tell you, this whole line is
14 getting -- it's getting to the uncivil side of the
15 way lawyers are supposed to treat each other. Now,
16 Mr. Bannister's got a fine reputation, but he's
17 accusing me of some things that aren't true, and I
18 don't like it. So I want the Court to admonish him
19 to stop that.

20 BY THE MAGISTRATE:

21 Well, I certainly don't want any fighting
22 between attorneys here, but that's -- no, I'm going
23 to deny your request for that. I just don't see
24 that that's proper.

25 BY MR. BANNISTER:

1 All right. Very well.

2 BY THE MAGISTRATE:

3 Okay. Anything else?

4 BY MR. BANNISTER:

5 I believe you've made your ruling, Judge, and I
6 understand it.

7 BY THE MAGISTRATE:

8 Okay. Then we have no more pre-trial matters?

9 BY MR. HODGE:

10 None from the State.

11 BY MR. BANNISTER:

12 I don't have anything.

13 BY THE MAGISTRATE:

14 All right. Then we'll bring the jury in and
15 get started.

16 BY MR. HODGE:

17 Can I have a restroom break?

18 BY THE MAGISTRATE:

19 All right. Sure.

20 BY MR. HODGE:

21 Thank you.

22 (OFF THE RECORD)

23 BY THE MAGISTRATE:

24 Okay. Let's be clear on our ruling on this.

25 We're not going to have any reference to out of

1 court statements or affidavits made by a witness
2 who's not going to be present. Okay. Is that
3 understood by both sides?

4 And just a point of logistics, about two months
5 ago, my wife broke her ankle very severely. She's
6 currently in a wheelchair, so I have to go home at
7 lunch and fix her lunch. So we'll break about 11:30
8 for lunch, because it looks like it's going to run a
9 little while. And so, just try to plan accordingly.
10 I won't interrupt a specific witness, but we do need
11 to take a break if the case runs that long, and it
12 does look like, from the history of it, that it
13 might be a lengthy trial. Okay.

14 BY MR. BANNISTER:

15 Judge, I don't want to violate any ruling you
16 have, but would it be proper to ask if she had a
17 conversation, or if that witness had a conversation
18 with somebody without going into what was said?

19 BY THE MAGISTRATE:

20 What value would it be? What value would that
21 question elicit?

22 BY MR. BANNISTER:

23 If they actually had a conversation, and the
24 follow-up question is, as a result of the
25 conversation, what did you do?

1 It violates the judge's ruling regarding those
2 issues of Mr. Coleman's statement.

3 BY MR. HODGE:

4 Oh, correct. You're absolutely right. Let's
5 go through -- we'll go through one document at a
6 time because we're not going to put this in as a
7 body.

8 DIRECT EXAMINATION RESUMED BY MR. HODGE:

9 Q The first is your incident report, okay? So tell me
10 what you've got here and what it's about.

11 A Well, an incident report is where a deputy goes and
12 speaks to the complainant or the person filing the
13 report, who's usually the victim. And this
14 particular incident, Jack Moore was reporting that
15 he had purchased a trailer, this refrigerated
16 trailer. He showed documentation where he says he
17 bought it on October 2nd. And then he was awarded a
18 title in his name around the 22nd of October, 2013.

19 Q Okay. When did he file his complaint?

20 A He filed this on October 30th, 2013.

21 Q Okay. All right. Now, there's something called
22 NCIC. Is that right?

23 A Correct.

24 Q What is that?

25 A NCIC is the National Crime Information Center.

1 Basically, it's a computer service that's maintained
2 by the FBI that all law enforcement agencies across
3 the country are hooked onto so that they can be on
4 the same page to identify people and property. In
5 this case, a property, being this trailer. Mr.
6 Moore had the title. He provided a VIN number,
7 which is a vehicle identification number. That
8 number is entered into NCIC as stolen so that law
9 enforcement agencies, if they come across this
10 trailer, you know, in their investigations or in
11 their duties performing law enforcement functions,
12 they can identify the property as stolen from
13 Spartanburg County.

14 Q Okay. Did you -- as part of your investigations, do
15 you check this NCIC thing?

16 A I do.

17 Q Did you do it in this case?

18 A I did. Well, when I would -- when I got this case,
19 it was filed on the 30th and ---

20 Q The 30th of October?

21 A October.

22 Q Okay.

23 A I actually first saw it on the -- on November 1st
24 when our agency was notified through an NCIC hit
25 from Zebulon, North Carolina, that law enforcement

1 DIRECT EXAMINATION RESUMED BY MR. HODGE:

2 Q As a result of Mr. Moore's allegations, did you
3 contact Ellen Bradley?

4 A I did.

5 Q Why did you contact her?

6 A Because she is the owner of a truck at the time and
7 the other half of Melvin's and her business that had
8 been hauling this truck around, or this trailer
9 around.

10 Q Let me back up just a little bit. When you talked
11 with Moore the first time, did you ask to speak to
12 Melvin Stewart?

13 A I did.

14 Q Were you afforded that opportunity?

15 A No.

16 Q What happened?

17 A I was told he didn't know where he was the first
18 time I spoke with him.

19 Q That's what Mr. Moore said?

20 A Mr. Moore said that.

21 Q Okay. And this was on November 4th of 2013?

22 A Yes.

23 Q Okay. All right. So, go ahead. We're back to --
24 was your next step to talk with Ms. Bradley or did
25 you do something in between?

1 Q Was your maiden name Ross?

2 A My maiden name was Threadgill.

3 Q Threadgill?

4 A Uh-huh.

5 Q Okay. And tell us, you're now Bradley?

6 A I am. I've been married about seven years.

7 Q Do you have any children?

8 A Three.

9 Q Okay. How old are you now?

10 A I'm 35.

11 Q Now, when you were 19, did you start working with

12 Melvin?

13 A Yes. I took a job at one of the truck stops for one

14 of my dad's friends, and I met Melvin there and I

15 started doing his paperwork and, you know, odds and

16 ends like that.

17 Q Okay. At that time, what did Melvin do?

18 A He had his own company, Stagecoach Transportation,

19 and he drove a semi.

20 Q Okay. Now, what was Melvin's ability with

21 organization and paperwork and all that kind of

22 stuff?

23 A It was just pencil and a notepad, you know. Just

24 everything by hand and not keeping up with stuff.

25 Just very disorganized.

1 making every decision together as far as business,
2 personal. You know, everything.

3 Q Okay. Now, in 2013, before you learned and Melvin
4 learned and you learned of him having cancer ---

5 A Uh-huh.

6 Q Just kind of tell the jury how a trip would go, how
7 you would make money off it. If it went out West,
8 how you got loads, all that sort of thing.

9 A If Melvin was just, say, here in Spartanburg, he --
10 we'd book a load to wherever he particularly wanted
11 to run, which usually was Washington. Book a load
12 to Washington through one of the brokers. Melvin
13 would get to Washington and we would fax the bills
14 in. The broker would pay us for that run and we'd
15 book another load coming back.

16 Q And when you booked these loads, did you go through
17 brokers?

18 A Yes. Yes.

19 Q And just so we understand, a broker is somebody who
20 kind of arranges pickups and all that sort of thing?

21 A Yeah. He's the middle man. He's the -- like, the
22 factory or store or whoever's wanting to ship a
23 load, they go and they find a broker and they put
24 that load with them. And then the broker hunts a
25 truck to haul it.

1 Q Okay. So Melvin gets diagnosed with cancer.

2 A Yes. He ---

3 Q About when was that?

4 A He called me -- I believe he was in Wyoming in about
5 February, and he said that he was coughing up blood
6 and that he was hurting in his back. And you know,
7 I told him, you know, this isn't good. You need to
8 go to the doctor, but he didn't want to stop long
9 enough to go to the doctor. He thought that, you
10 know, everything would be fine. So, as time went
11 on, of course, you know, it was getting worse. And
12 he came in -- I want to say around July. It was
13 around July when he came in. And he couldn't even
14 hardly stand. He was sick. His weight had dropped
15 -- Melvin would go on the road for long periods of
16 time and you wouldn't see him. He pretty much lived
17 on the road. So he came in and he had lost weight.
18 He, you know, was just sick, kind of walking a
19 little sideways off balance. And it was bad. So I
20 picked him up at the truck stop and I took him to
21 the emergency room, where they diagnosed him with
22 stage four lung cancer.

23 Q Okay. Now, there's this trailer and there's this
24 truck. What happens with the business?

25 A Well, really, it was up in the air and we didn't

1 know what we were going to do because we didn't know
2 where we stood, if this was going to be something
3 they could operate on and Melvin would be back to
4 driving, or you know, if it was going to be terminal
5 at that time. So, the truck and stuff was at my
6 house and the doctors finally had said, you know,
7 Melvin wasn't going to be driving ever anymore. And
8 Melvin called me and had me bring the truck and
9 stuff up to Mr. Thompson's, where he had met a
10 driver that he was going to put on it. And he was
11 going to drive the truck and I was going to run the
12 truck, you know, just like me and Melvin always did.

13 Q And that driver was Rick Coleman?

14 A Yes, that driver was Rick Coleman.

15 Q Okay. And did Rick start going out on some trips?

16 A He did. He started -- he started going out on
17 trips, just like Melvin did just running to
18 Washington and -- you know, at this time, Melvin
19 handled it. I wasn't handling anything.

20 Q Handled about Rick going ---

21 A Rick, getting Rick hired, getting Rick set up with
22 loads. Just trying to get everything in a flow.
23 Melvin, at this time, was capable of handling that
24 and so that's what he did. In the meantime, I took
25 Melvin back and forth to the doctors and stuff until

- 1 Q Okay. So how did you go about that?
- 2 A Well, I called Ronnie Thompson and I told him, you
3 know, I didn't know what to do. They wasn't loading
4 this trailer. You know, we couldn't afford to, you
5 know, bring the trailer back empty. I mean, we
6 couldn't even buy fuel to do that. That just
7 wouldn't benefit anybody. We would have had to get
8 a power-only load, which meant somebody that was
9 looking for their trailer or something brought back.
10 And we would have had to leave it. We wouldn't have
11 had a choice. But I called him and I told him, you
12 know, I didn't know what to do. Could he talk to
13 Jack and see what we could work out. So something
14 was worked out. We were going to bring the trailer
15 back in once this load was delivered. And like I
16 said, Jack would have had the trailer and we would
17 have went on about our business.
- 18 Q Okay. So that contract gets signed on the 24th.
- 19 A Yes.
- 20 Q And the tractor and trailer make their way across
21 country.
- 22 A Yes.
- 23 Q Is there a load picked up in Idaho?
- 24 A Yes, of some potatoes.
- 25 Q Potatoes. And they're being delivered to Zebulon?

1 A Yes.

2 Q Now, given the fact that Rick Coleman got arrested
3 in Zebulon ---

4 A Yeah.

5 Q Moore had to know where it was going, didn't he?

6 A Yeah, he knew where ---

7 BY MR. BANNISTER:

8 Your Honor, that calls for a conclusion ---

9 BY THE MAGISTRATE:

10 Yeah, that does call for a conclusion. Please
11 disregard the question.

12 BY MR. HODGE:

13 Okay.

14 DIRECT EXAMINATION RESUMED BY MR. HODGE:

15 Q In any event, after Mr. Thompson worked this
16 agreement out with Moore, you got the contract
17 signed and you got the load delivered. Is that
18 correct?

19 A Uh-huh. Yes.

20 Q Okay. So when's the next thing you heard about what
21 happened in Zebulon?

22 A Well, it was -- I don't know the exact date it was
23 now, but I got a phone call and my driver was in
24 jail. My truck was impounded. And I think it was
25 Mr. Moore's son or son-in-law was there at the

1 Folks, I instruct you to disregard the last
2 question posed to the witness. It has no bearing on
3 this case.

4 DIRECT EXAMINATION RESUMED BY MR. HODGE:

5 Q Ellen, did you ever steal?

6 A No.

7 Q Commit theft or convert this trailer to your own
8 use?

9 A No.

10 BY MR. HODGE:

11 That's all.

12 BY THE MAGISTRATE:

13 Please answer questions defense has for you.

14 BY MR. BANNISTER:

15 Thank you, Your Honor.

16 CROSS EXAMINATION BY MR. BANNISTER:

17 Q In regard to the last question Mr. Hodge asked you,
18 have you ever been charged ---

19 BY MR. HODGE:

20 Objection, Your Honor. He knows that's
21 improper.

22 BY MR. BANNISTER:

23 Judge, that's in response to his question.

24 BY THE MAGISTRATE:

25 I think it's proper. He opened the door.

1 CROSS EXAMINATION RESUMED BY MR. BANNISTER:

2 Q Have you ever been charged with stealing the
3 trailer?

4 A No.

5 Q Have you been charged with converting a trailer?

6 A No.

7 Q The driver was charged with converting the trailer.
8 Is that correct? Or a driver of Melvin Stewart and
9 yours?

10 A Yes.

11 Q Okay. Now, he asked you -- has Mr. Hodge ever
12 represented you on any criminal or any matter, civil
13 or criminal?

14 A No.

15 Q Is he representing you on any matter now?

16 A Not as of yet, no.

17 Q Do you contemplate the conviction of Jack Moore
18 would support a suit by Mr. Hodge by you for
19 defamation of character or slander or anything of
20 that sort?

21 A Maybe.

22 Q What do you mean, maybe? That's a yes or no.

23 A Well, I mean, maybe. I don't know.

24 Q So you have arrangements with the prosecuting
25 attorney that, if Mr. Moore is convicted, you will

- 1 contemplate bringing a suit against Mr. Moore?
- 2 A We spoke about it.
- 3 Q You haven't signed a contract.
- 4 A No. Yes, I have signed a contract.
- 5 Q You've signed a contract with the prosecuting
- 6 attorney to sue Mr. Moore when this case is over if
- 7 Mr. Moore is convicted?
- 8 A Yes.
- 9 Q And you want money.
- 10 A That's undecided.
- 11 Q Why else would you sue? What else would you sue
- 12 for, other than money from Mr. Moore?
- 13 A A reefer unit.
- 14 Q What?
- 15 A A reefer unit. A trailer.
- 16 Q A trailer.
- 17 A Uh-huh.
- 18 Q Okay. Now, did you also -- now, your driver or the
- 19 driver for you and Mr. Moore -- not Mr. Moore but
- 20 your partner there, the deceased, was a man named
- 21 Ricky Coleman.
- 22 A The driver was Rick Coleman, yes.
- 23 Q Yes. And did you take Mr. Coleman or introduce Mr.
- 24 Coleman to the prosecuting attorney?
- 25 A Yes.

- 1 Q And was the purpose of that introduction to Mr.
2 Coleman bringing a lawsuit for false arrest?
- 3 A Yes.
- 4 Q And in order to have the false arrest of Mr.
5 Coleman, of course, these charges would have to be
6 brought and determined against Mr. Moore?
- 7 A Yes.
- 8 Q Okay. Is Mr. Coleman subpoenaed to court today? Do
9 you know?
- 10 A I heard you subpoenaed him.
- 11 Q Who told you that?
- 12 A I don't know who told me that.
- 13 Q Did you subpoena him?
- 14 A No, I didn't subpoena him.
- 15 Q Mr. Hodge subpoena him, to your knowledge?
- 16 A I don't know.
- 17 Q Okay. During the time from October the 2nd until
18 Mr. Moore got his reefer van back ---
- 19 A Uh-huh.
- 20 Q Did you ever pay any portion of the loads that the
21 reefer van, Mr. Moore's reefer van was hauling to
22 Mr. Moore?
- 23 A No.
- 24 Q Did you collect money for those loads?
- 25 A No.

- 1 Q And is it your testimony that you were never advised
2 that Jack Moore claimed that this reefer van
3 belonged to him?
- 4 A No.
- 5 Q You were never advised?
- 6 A I was never advised of that.
- 7 Q Okay. Now, you had some conversations with Mr.
8 Moore during this period of time.
- 9 A If I recall, yes, I did.
- 10 Q All right. I'm going to show you some phone records
11 that were produced by Officer White of your phone
12 records, and I want to ask you if your phone number
13 was 864-347-1038?
- 14 A Yes.
- 15 Q Do you recognize that?
- 16 A Uh-huh.
- 17 Q All right. I want to show you a call -- do you know
18 Mr. Moore's number?
- 19 A I don't now, no.
- 20 Q If I told you it was 449-3525, does that ring a
21 bell?
- 22 A Yes, that's Mr. Moore's number.
- 23 Q There was a call on October 21st between you and Mr.
24 Moore, and I would just ask you to review that. And
25 I've marked -- there was a call between you and Mr.

1 Moore October 21st for seven minutes.

2 A Uh-huh.

3 Q Did you and Mr. Moore talk?

4 A Yes.

5 Q Is it your testimony to this jury that during that
6 seven-minute conversation on the 21st, he never told
7 you that reefer van was his?

8 A No. He never told me.

9 Q Then what did y'all talk about?

10 A The truck.

11 Q The truck?

12 A That's all Mr. Moore ever talks about, is the truck.

13 Q Well, the truck was titled in your name?

14 A Uh-huh.

15 Q And you had the title to it.

16 A Yes.

17 Q And you'd been using it since 2005.

18 A But Mr. Moore submitted a false title to Zebulon
19 Police Department ---

20 Q Wait a minute. I'm not -- that's not ---

21 BY MR. HODGE:

22 Wait a minute. Wait a minute. He's opened ---

23 BY MR. BANNISTER:

24 Your Honor, I object ---

25 BY MR. HODGE:

1 --- the door. Let the witness explain her
2 answer.

3 BY THE MAGISTRATE:

4 Wait. Hold on just a minute, now.

5 BY MR. BANNISTER:

6 That's not in response to my question.

7 BY THE MAGISTRATE:

8 But she can explain her answer.

9 BY MR. HODGE:

10 Yes.

11 BY MR. BANNISTER:

12 If the answer is connected to the question.

13 BY MR. HODGE:

14 Your Honor, it was directly connected to the
15 question. She's entitled to explain her answer.

16 BY THE MAGISTRATE:

17 All right. Rephrase the question first,
18 please.

19 BY MR. BANNISTER:

20 I'll rephrase it.

21 BY THE MAGISTRATE:

22 Okay.

23 CROSS EXAMINATION RESUMED BY MR. BANNISTER:

24 Q So on October 21st, Mr. Moore had a seven-minute
25 conversation with you about the truck ---

1 A Uh-huh.

2 Q --- that was pulling his reefer van that he paid for
3 and he never mentioned to you that he owned that
4 reefer van.

5 A No, he did not.

6 Q Okay. On October 24th, you had another conversation
7 with Mr. Moore.

8 A Uh-huh. Yes, I did.

9 Q Is it your testimony to this jury that on the 24th
10 he never told you that that van -- reefer van
11 belonged to him?

12 A I can't really answer that because I can't remember
13 if I found out -- if it was the 24th -- it was
14 between the 24th and the 26th when I actually found
15 out the trailer belonged to him. My recollection of
16 every conversation I've had with Mr. Moore was about
17 the truck. Mr. Moore never personally told me that
18 he owned that trailer, that he had gotten it from
19 Melvin. It was like it was all this big secret up
20 until Melvin died.

21 Q All right. Mr. Coleman never advised you that Mr.
22 Moore wanted that reefer van back?

23 A No.

24 Q All right. You had another conversation with Mr.
25 Moore on the 26th that lasted 17 minutes.

- 1 A Let me see that. I don't remember talking to him
2 for 17 minutes. Was that incoming or outgoing? I
3 don't ever remember talking to him for 17 minutes.
- 4 Q I believe that would have been outgoing.
- 5 A That he called me?
- 6 Q That you would have called him and y'all talked for
7 17 minutes. Or you called -- or he called you and
8 y'all talked for 17 minutes.
- 9 A I don't remember talking to him for 17 minutes.
- 10 Q So the record of the phone call was ---
- 11 A No. Well, I'm not saying it's -- I just don't know
12 how to answer it because I don't never remember
13 being on the phone that long with him.
- 14 Q So you don't remember him asking in that 17-minute
15 conversation that he wanted the reefer van back?
- 16 A He could have by then. What was the date on that?
- 17 Q That was on the 26th.
- 18 A By then, I would have already knowed that the
19 trailer was his, so we could have discussed that.
- 20 Q Okay. So you are telling the jury that the driver,
21 Mr. Coleman, never advised you that Mr. Moore was
22 trying to get his reefer van back?
- 23 A No.
- 24 Q And you're telling us that on the conversations you
25 had with Mr. Moore, he never mentioned to you that

1 your truck was pulling a reefer van that belonged to
2 him and he wanted it back?

3 A No.

4 Q All right. And you sent Mr. Moore a text message,
5 which is in evidence, that says tell Melvin that
6 since I can't load, oops, we can't remember where
7 his trailer was.

8 A Yes.

9 Q And following that conversation, you were able to
10 load to bring it back.

11 A Uh-huh. Yes.

12 Q Or Mr. Coleman was able to load and bring it back.

13 A Uh-huh.

14 Q Is that correct?

15 A Yes.

16 Q All right. And Mr. Moore then met or had the police
17 meet the reefer van in Zebulon and retrieve it, to
18 your knowledge?

19 A Yes.

20 Q And you retrieved your truck at the same time?

21 A No.

22 Q Well, did you get the truck later?

23 A I had to get it later. He had it -- it was
24 impounded.

25 Q So it was seized by the police.

1 A It was seized by the police because the ownership of
2 the truck was in question because there was a false
3 title sent in not showing me as the owner of the
4 truck. Jack was trying to take possession of my
5 truck, too.

6 Q Well, he didn't get possession of your truck.

7 A No, because my driver was there ---

8 Q The truck was titled in your name.

9 A Yes, the truck -- the title of the truck is in my
10 name, but the one that he submitted was not.

11 Q And after that, I believe you made a phone call to
12 Mr. Moore and left him a message, something to the
13 effect of I hope you've got a good lawyer because
14 this is a war.

15 A I might have did.

16 Q Do you deny you did that?

17 A I'm not denying it, no. I'm just saying that's
18 October of two thousand ---

19 Q Do you want me to play it for you?

20 A You can. I mean, if I said it, then I said it.

21 BY MR. BANNISTER:

22 Your Honor, I have the right to play it to see
23 if it refreshes her memory.

24 BY MR. HODGE:

25 Your Honor, she -- that's not proper

1 impeachment.

2 BY MR. BANNISTER:

3 It's not impeachment. I'm just refreshing her
4 memory.

5 BY MR. HODGE:

6 I want to have a matter with the Court, then.

7 BY THE MAGISTRATE:

8 Folks, let me ask you to have a seat in your
9 jury room for just a minute while we discuss a
10 matter of law.

11 (JURY EXITS THE COURTROOM.)

12 BY THE MAGISTRATE:

13 Come on up a little closer, gentlemen, so the
14 jury won't hear the discussion.

15 BY MR. HODGE:

16 Sure. I want to hear it first and I might
17 withdraw the objection.

18 BY THE MAGISTRATE:

19 You withdraw the objection?

20 BY MR. HODGE:

21 I said I might withdraw. I want to hear it
22 first.

23 BY THE MAGISTRATE:

24 Oh, okay. Yeah, okay. Bring it up so we can
25 -- so the jury won't be able to hear it without --

1 and do we have a way to leave this with the Court
2 since it's being used as evidence?

3 BY MR. BANNISTER:

4 Well, it will be recorded.

5 BY THE MAGISTRATE:

6 Okay.

7 BY MR. BANNISTER:

8 I mean, it -- (inaudible).

9 BY THE MAGISTRATE:

10 All right. I gotcha. You're correct on that.

11 BY MR. BANNISTER:

12 This is Mrs. Moore. She's the technological
13 expert on ---

14 BY MS. MOORE:

15 Cell phones.

16 (CELL PHONE MESSAGE PLAYED)

17 BY MR. HODGE:

18 I don't have any objection to it.

19 BY THE MAGISTRATE:

20 All right, good. Ask the jury to come in,
21 please.

22 BY UNIDENTIFIED MALE VOICE:

23 We had a juror step out to the restroom.

24 BY THE MAGISTRATE:

25 Okay. I wish they had let me know they needed

1 to do that before they did it, but okay. Was it a
2 male or female?

3 BY UNIDENTIFIED MALE VOICE:

4 Female.

5 BY THE MAGISTRATE:

6 All right. I was going to have you go down to
7 the restroom, but we won't do that if it's a female.

8 (JURY ENTERS THE COURTROOM)

9 BY THE MAGISTRATE:

10 All right. You may continue.

11 (CELL PHONE MESSAGE PLAYED)

12 CROSS EXAMINATION RESUMED BY MR. BANNISTER:

13 Q Ms. Bradley, did you make that statement, leave it
14 for Jack Moore?

15 A Yes, I did.

16 Q And by war, you meant to get Officer White to arrest
17 Jack Moore, try to convict him so you could sue him.
18 That's what you meant by war, isn't it?

19 A No. I didn't have anything to do with Officer
20 White.

21 Q You didn't give statements to Officer White?

22 A Yes. I had to. It was an investigation.

23 BY MR. BANNISTER:

24 All right, Your Honor. At this point, I have a
25 proffer to make. It will be very brief.

1 BY THE MAGISTRATE:

2 Okay, folks. Let me ask you one more time to
3 have a seat in your jury room.

4 (JURY EXITS THE COURTROOM)

5 BY UNIDENTIFIED MALE VOICE:

6 Judge, Your Honor, we have a male now that
7 wants to go to the rest room.

8 BY THE MAGISTRATE:

9 Oh, okay. Folks, if you need to take a rest
10 room break, you may do so, but please don't discuss
11 this case outside the jury room until all of you are
12 back in there. Go ahead. That will be fine.

13 All right, sir.

14 BY MR. BANNISTER:

15 Your Honor, pursuant to the Court's earlier
16 ruling, I'm making this proffer.

17 CROSS EXAMINATION RESUMED BY MR. BANNISTER:

18 Q Ms. Bradley, did you tell William Richard Coleman
19 words to the effect, don't worry about Jack Moore.
20 You work for me. Just don't bring the damn trailer
21 to South Carolina. Everything is fine. I've got
22 this under control. Did you make that statement?

23 A No.

24 Q Also, to Mr. Coleman, did you make this statement:
25 well, let me call that SOB. I'll just tell him that

1 we will leave the trailer at the damn truck stop or
2 rest area beside the road. Hell, I can't remember
3 where we left it, Jack. You'll just have to find
4 it. Did you make that statement to Mr. Coleman?

5 A No.

6 Q Did you ever make the statement to Mr. Coleman,
7 well, we're going over to Jack's and have a weenie
8 roast?

9 A No.

10 Q Did you ever make the statement to him I'm going to
11 go prove my point to that son of a bitch?

12 A No.

13 Q Did you ever make the statement to him, quote, damn,
14 them buggies burned. Did you make that statement to
15 Mr. Coleman?

16 A You know I didn't.

17 BY MR. BANNISTER:

18 Your Honor, that would be the proffer.

19 BY THE MAGISTRATE:

20 Okay. And what are we going to do with it?

21 BY MR. BANNISTER:

22 Well, you've already ruled I couldn't do it in
23 the presence of the jury ---

24 BY THE MAGISTRATE:

25 Right.

1 BY MR. BANNISTER:

2 So I was just making a proffer for the record.

3 BY THE MAGISTRATE:

4 And you've demonstrated, quite frankly, why we
5 shouldn't do it in the presence of the jury because
6 the jury couldn't disregard any of that even though
7 she denied it. And to use out of court testimony to
8 try to bolster a case is the whole purpose of having
9 the hearsay rule. So, okay. Proffer's on the
10 record, but certainly, we wouldn't want that before
11 the jury.

12 BY MR. BANNISTER:

13 I understand.

14 BY THE MAGISTRATE:

15 Okay. Keep a lookout for them, if you would,
16 when they're back in.

17 (JURY ENTERS THE COURTROOM)

18 BY THE MAGISTRATE:

19 All right. Any other questions for this
20 witness?

21 BY MR. BANNISTER:

22 No, sir.

23 BY THE MAGISTRATE:

24 All right. Any re-direct of this witness?

25 BY MR. HODGE:

1 Yes, Your Honor.

2 RE-DIRECT EXAMINATION BY MR. HODGE:

3 Q So, through Mr. Bannister's questioning, he
4 established that your driver got charged and thrown
5 in jail.

6 A Yes.

7 Q Okay. Well, what happened to the charge?

8 A To the charge against Rick Coleman?

9 Q Sure.

10 A It was dropped.

11 Q Okay. And Mr. Moore, where is he now?

12 A You're talking about Mr. Moore?

13 Q I'm sorry. Mr. Coleman. I get the names confused.
14 Sorry.

15 A The last I heard about him, he was on the road,
16 driving for another company.

17 Q He doesn't work for you?

18 A No, he no longer ---

19 Q You have no control of him.

20 A No.

21 Q In fact, did we attempt to subpoena him and couldn't
22 find him?

23 A Yes.

24 BY MR. BANNISTER:

25 Now, Your Honor, I believe we're getting way

1 Okay.

2 DIRECT EXAMINATION RESUMED BY MR. HODGE:

3 Q Tell me how you got involved in the dispute over
4 this trailer that was out there in California.

5 A When it was out there in Washington State ---

6 Q Excuse me. I said California. Washington State.

7 A Ellen called me and told me they wouldn't load her
8 back because Jack had called them and told them the
9 trailer was stolen. So she asked me would I call
10 Jack and see if I could get him to let her load it.
11 So that's what I did. I called Mr. Moore and told
12 him that they were out there. And she said that she
13 had found a load, power unit only, back to Texas.
14 And I told him not to let -- you know, he needed to
15 let them load it because I didn't want to see
16 Melvin's trailer sitting out there in Washington
17 State with no way back.

18 Q Okay. And was he agreeable to that?

19 A Yeah. He was agreeable with it.

20 Q Was that trailer ever stolen or was that the way it
21 went in their business?

22 A Not that I know of. The trailer -- the last time I
23 know the trailer was in this area, it left the shop
24 that my wife and myself have in Lyman. And that was
25 about three weeks before all this took place.

1 bringing it in, but I didn't tell him where they
2 were bringing it to and to drop a truck -- a trailer
3 over there at that truck stop. A lot of times,
4 truck stops has them towed off. And they get stolen
5 over there, too.

6 Q Did you convey that information to Mr. Moore?

7 A No, I did not tell Mr. Moore that they were going to
8 drop it at my property.

9 Q All right.

10 BY MR. BANNISTER:

11 Thank you.

12 BY THE MAGISTRATE:

13 Thank you, sir. You can come down.

14 BY MR. BANNISTER:

15 We call Jack Moore. Come around, Mr. Moore.

16 BY THE MAGISTRATE:

17 Have a seat, please, sir, and raise your right
18 hand for me.

19 JACK MOORE,

20 being first duly sworn, testified upon his oath as
21 follows:

22 BY THE MAGISTRATE:

23 All right, sir.

24 DIRECT EXAMINATION BY MR. BANNISTER:

25 Q Mr. Moore, how old are you?

- 1 A Sixty-six.
- 2 Q And where do you live?
- 3 A Greer, South Carolina.
- 4 Q How long have you lived there?
- 5 A Approximately 45 years of my life.
- 6 Q And what kind of business are you in in Greer?
- 7 A I own a motorcycle dealership there in Greer that
- 8 I've had since 1969 and then I have a horse and
- 9 buggy shop. We sell horse carriages, horse-related
- 10 items known as Carolina Carriage Superstore.
- 11 Q Married?
- 12 A Sir?
- 13 Q Are you married?
- 14 A Yes.
- 15 Q And is this your wife?
- 16 A That is my wife, yes.
- 17 Q Have you ever been arrested or convicted of any
- 18 crime?
- 19 A Never been arrested in my entire life.
- 20 Q On the occasion that you were arrested for this
- 21 charge, where were you?
- 22 A I was in my place of business in Greer. They sent
- 23 two US Marshals in and a Spartanburg deputy. They
- 24 handcuffed me right in my own business in front of
- 25 customers, throwed me in the car and carried me

1 downtown to jail.

2 Q How long did you stay there?

3 A I stayed there from about roughly 10:00 that morning
4 until 7:00 that night. I'm a diabetic. I had no
5 medicine during that day. When I got home that
6 night at 6:00, my sugar was over 600.

7 Q Now, did you receive any invitation from Spartanburg
8 law enforcement to turn yourself in?

9 A No. No one -- I had no clue that there was even a
10 warrant against me at any time. I mean, I'm a
11 citizen that's been there for 40 something years in
12 Greer. I mean, one -- you know, it ain't like I'm
13 going to run away. I've lived in the same house for
14 35 years there.

15 Q All right. Mr. Moore, did you know a Melvin
16 Stewart?

17 A Melvin Stewart and I were friends for over 40 years.

18 Q Did you and Mr. Thompson and Mr. Stewart all truck?

19 A I knew Mr. Thompson about the same amount of time.
20 We all -- years ago, we used to all do some trucking
21 together.

22 Q Would you consider them all -- well, did you
23 consider both of them your friends?

24 A Yes, sir. I considered both of them my friends.

25 Q Now, did you and Mr. Stewart continue in the

1 trucking business prior to the summer of 2013?

2 A Well, Melvin stayed in the trucking business. I got
3 out of the trucking business and helped Melvin with
4 different stuff throughout his whole life, actually.
5 You know, Melvin was a really good person, but he
6 wasn't a good businessman.

7 Q Did you loan him money on occasion?

8 A Almost weekly. Me and Ronnie Thompson both
9 furnished Melvin with money. And Melvin was more
10 like a brother to me than just a friend. He didn't
11 really have any family to speak of that he had
12 anything to do with. Me and Ronnie was probably the
13 only two people he called on or relied on when he
14 was broke, needing money, truck broke down, et
15 cetera..

16 Q All right. I want to direct your attention back to
17 October of 2013. Did you have an occasion then to
18 purchase from Melvin Stewart a reefer van?

19 A Yes. I purchased the trailer from Melvin on October
20 2nd, I believe it was.

21 Q I believe there is a ---

22 A First off, I want to say one thing. I'm probably
23 the most uneducated, unknowful of the law from
24 anybody in here.

25 Q Okay.

1 A I'm a working man. I made everything with these two
2 hands.

3 Q All right. I want you to look at Defendant's
4 Exhibit Number 1. Is that the title that Melvin
5 Stewart executed to sell you the reefer van?

6 A Yes. This is the trailer that I purchased from
7 Melvin.

8 Q All right. And the day you purchased it, what is
9 the date that shows the title being transferred to
10 you?

11 A Actually, the date of purchase on the trailer was
12 October 2nd.

13 Q What year?

14 A Of 2013.

15 Q All right. Where was the trailer at the time that
16 you purchased it?

17 A Actually, they -- Rick Coleman, which was working
18 for Melvin at that time -- Melvin had got sick and
19 had to hire a driver. The truck actually belonged
20 to Melvin, but anyway, the truck was being driven by
21 Rick Coleman. And when Melvin got sick, Ellen
22 stepped in and kind of took over. But they -- they
23 actually were using the trailer. And then when I --
24 Melvin and Ellen got in a major argument. And he
25 called me crying from the hospital and said that

1 they were trying to take everything he had. He
2 worked his whole entire life. Didn't own nothing
3 but that truck. And he called me crying ---
4 Q All right. After you ---
5 A He called me crying and said that, you know, that
6 him and Ellen had had it out and she was trying to
7 hoodoo him out of his truck, blah blah blah blah
8 blah. You know, so I went over to the hospital and
9 got him out of the hospital over there. And ---
10 Q You bought the reefer van?
11 A Yes, sir. I loaned Melvin money several different
12 times, but I actually bought the -- Melvin really
13 always wanted me and him to go into business
14 together. And I didn't really want to do it, but
15 since he was sick, you know, I said, well, Melvin,
16 you know -- and at this point, we thought maybe he'd
17 get better. You know, you always don't -- you don't
18 want to face the fact that somebody's dying.
19 Q Okay. Mr. Moore, did you have trucks to pull the
20 reefer van in October of 2013?
21 A Repeat that. I don't hear good, as well as I don't
22 do a lot of other stuff good.
23 Q Did you have trucks of your own that could pull the
24 reefer van ---
25 A No, sir.

1 Q --- in October of 2013?

2 A No, sir.

3 Q Well, how were you going to pull it if you got it

4 back?

5 A Well, actually, Melvin and I had went together and

6 bought another truck and trailer. And he was going

7 to manage these trucks and run them and I was going

8 to basically furnish the money and put everything in

9 my name to keep him from screwing up like he did

10 occasionally. So this is my first time ever in

11 court.

12 Q All right. Well, let me ask you this. At the time

13 you bought the reefer van -- can you hear me now?

14 A Do what, now?

15 Q When you bought the reefer ---

16 A Yeah.

17 Q October the 2nd ---

18 A Yeah.

19 Q --- of 2013 ---

20 A Yeah.

21 Q Who was operating the reefer van?

22 A Rick Coleman, and he was a driver hired by Melvin to

23 drive the truck for Melvin.

24 Q Okay. Did you have contact with Mr. Coleman in

25 October regarding the reefer van?

- 1 A In October, I talked to Rick probably about 18 times
2 on my phone here. I talked with Rick Coleman from
3 October 16th all the way up -- down the line, 16
4 different conversations. And some of them would be
5 as much as 30 minutes. And actually, on ---
- 6 Q Did you ask Mr. Coleman during those conversations
7 to turn the reefer van back over to you because it
8 now belonged to you?
- 9 A Yes. Actually, Melvin and I both talked to Rick
10 back on the 16th and told him to bring the truck and
11 trailer in. And he blah blah blah blah a
12 little bit. And then ---
- 13 Q Don't remember what he said. Did he bring it in?
- 14 A No. He did not bring it in.
- 15 Q All right. Did you have conversations with Ms.
16 Bradley as early as the 21st of October?
- 17 A Several times I talked with Ms. Bradley about the
18 trailer and told her we wanted it brought back in
19 since Melvin no longer was running the truck. We
20 wanted that trailer brought back in.
- 21 Q And you told her that in these telephone
22 conversations?
- 23 A That is correct. More than one time. Her -- and
24 also, Rick Coleman was ---
- 25 Q Now, you can't go into anything Mr. Coleman said.

1 A Okay.

2 Q All right. Did you -- what was Ms. Bradley's
3 response when you asked her to turn the reefer in or
4 to get it back?

5 A Talked with her on October 21st and asked her where
6 the trailer was. Initially, they were going to
7 bring it to the truck stop. That was back on the
8 16th at Truck Stops of America. And then, as Mr.
9 Thompson stated, they didn't do that. They decided
10 -- well, anyway, on the 21st, Ellen said I've lost
11 -- I've lost track of the trailer and the driver, as
12 she stated they have done again now. But on the
13 21st -- and then after that, you know ---

14 Q All right.

15 A And there's -- throughout the entire month -- they
16 keep saying I never talked to them. How do my phone
17 records show I've talked to them 15 or 16 times, but
18 I never, ever mentioned I want my trailer. Just
19 pull it for free and run up and down the road.

20 Q All right. Well, let me ask you this question. Did
21 you finally determine that you were going to have to
22 get the law enforcement involved to get your trailer
23 back?

24 A Actually, on October 21st, I talked to Rick Coleman
25 and Rick said ---

1 BY MR. HODGE:

2 Objection, Your Honor.

3 BY THE WITNESS:

4 I said where is the trailer.

5 DIRECT EXAMINATION RESUMED BY MR. BANNISTER:

6 Q Can't go into what Mr. Coleman said ---

7 A Well, see, I've got to get there.

8 Q You cannot go into what Mr. Coleman said. Did you
9 have a conversation with him on the 21st?

10 A Yes.

11 Q As a result of that conversation, what did you do?

12 A Amazing how these lawyers work things.

13 Q Well, that's not answering my question.

14 A What a tangled weave we web [sic].

15 BY THE MAGISTRATE:

16 I'm going to caution you, sir. I'm going to
17 caution you. Please don't make offhand comments.
18 Answer the questions put to you. Don't want to hold
19 you in contempt of court, so don't make offhand
20 comments.

21 BY THE WITNESS:

22 I'm just trying to tell the truth, sir, and I
23 told you I've never been in a courtroom before in my
24 life, but ---

25 BY THE MAGISTRATE:

1 I'm just cautioning you.

2 BY THE WITNESS:

3 But ---

4 BY THE MAGISTRATE:

5 Answer the questions posed to you. Do not try
6 to influence this jury by any other way except
7 answering the questions, please.

8 DIRECT EXAMINATION RESUMED BY MR. BANNISTER:

9 Q All right. Mr. Moore, you were trying to contact
10 Mr. Coleman, who was driving the truck and had your
11 van, and Ellen, also, about getting your van back.
12 Is that correct?

13 A That is correct.

14 Q When you couldn't get it returned and couldn't find
15 out where it was, what did you do?

16 BY MR. HODGE:

17 Objection to the leading.

18 BY THE WITNESS:

19 At that point, I determined they weren't going
20 to bring it back. I called my attorney and I said
21 what do I do.

22 DIRECT EXAMINATION RESUMED BY MR. BANNISTER:

23 Q Okay. Did you call a broker or brokers you know to
24 see if they could locate the trailer?

25 A Well, at that point, I called the brokers that I

1 knew that the truck had hauled for previously and
2 told them if my trailer came in there, to please
3 give me a call. Don't load my trailer, hoping it
4 would be somewhere close so I could send after it
5 because it was obvious I wasn't going to get it
6 back.

7 Q All right. And did you have a conversation with a
8 broker about your trailer being located in the state
9 of Washington?

10 A I did. I talked with -- a broker called me and he
11 said, hey, Jack, I've located your trailer, but it's
12 in Washington State. And I said, well, don't load
13 it.

14 Q Okay. After you said don't load it, did you hear
15 from Ms. Bradley?

16 A I did.

17 Q And did she call you or did she text you?

18 A Actually, Ms. Bradley texted me the message that if
19 we did not ---

20 Q I'm going to show you Exhibit 2. Is that the text
21 that you got?

22 A Yep. In other words, if we can't load that trailer,
23 oops, we're -- oops, I dropped it and I don't know
24 where I left it at. So ---

25 Q Did you take ---

- 1 A At that point ---
- 2 Q Did you take it as a threat?
- 3 A Absolutely. Washington State's a big state.
- 4 Q Did Ms. Bradley ever text you after that or call you
- 5 and tell you where the trailer was going to be so
- 6 you could pick it up?
- 7 A No, sir.
- 8 Q Did you ---
- 9 A Never did they call and tell me where the trailer
- 10 was going to be at.
- 11 Q All right. And that was not your first request or
- 12 inquiry about trying to get the trailer back?
- 13 A Requests started on the 16th of October when Rick
- 14 informed me he now worked for Ellen Bradley.
- 15 Q Okay. All right. As a result of this text message,
- 16 what did you do, if anything?
- 17 A I picked up the phone and called my attorney. And I
- 18 said now what am I going to do. I didn't do
- 19 anything without consulting with my attorney. I
- 20 called him. I said what am I going to do now.
- 21 Q And as a result of that telephone conversation, what
- 22 did you do?
- 23 A He informed me ---
- 24 Q Now, what did you do?
- 25 A Well, I had to call back out to the broker and ask

1 him to do me one more favor, load the trailer back.
2 Because I knew if I didn't, I'd never see it again.

3 Q Okay. After you called the broker, did you call
4 anybody? Did you call that officer or any officer
5 or the sheriff's department?

6 A (No response).

7 Q Well, just yes or no. Did you call the sheriff's
8 department?

9 A Yes, I did.

10 Q And why did you call them?

11 A My attorney advised me once we got location of the
12 trailer to call and report it to the sheriff's
13 department and that would be -- my attorney
14 recommended -- I done everything exactly like I was
15 told to do.

16 Q All right. And did you report it to the police, to
17 the sheriff's department?

18 A I did.

19 Q Now, a lot of discussion has been over the use of
20 the word theft or conversion. Mr. Moore, did you
21 know the difference at that time?

22 A Probably not. In other words, my attorney had
23 advised me what to do and I just done exactly what I
24 was -- hey.

25 Q And that wasn't reported ---

1 A Can I say one thing?

2 BY THE MAGISTRATE:

3 You need to answer your attorney's questions.

4 BY THE WITNESS:

5 Yeah, but I don't want to say something and
6 you're going to knock me in the head or tell me I'm
7 in contempt or something.

8 BY THE MAGISTRATE:

9 Mr. Moore, you just answer your attorney's
10 questions.

11 BY MR. BANNISTER:

12 All right.

13 BY MR. HODGE:

14 Your Honor, could we approach ---

15 BY THE WITNESS:

16 This could be a lot simpler.

17 BY MR. HODGE:

18 Could we approach for a sidebar?

19 BY THE WITNESS:

20 Round and round.

21 BY MR. HODGE:

22 I don't want to send the jury out.

23 (SIDEBAR)

24 BY THE MAGISTRATE:

25 Go ahead.

1 DIRECT EXAMINATION RESUMED BY MR. BANNISTER:

2 Q Okay. Mr. Moore, I'm going to show you Defendant's
3 Exhibit Number 3, and is that the facts as you
4 reported them to the sheriff's department?

5 A Yes, that is what I reported to Brian White. Can I
6 say one other thing?

7 Q Well, what else do you want to say?

8 A I also called back to Mr. Brian White that same day
9 and had told him I had further information to add to
10 that. And he said, no, you've made your complaint.
11 You had your time to make your statement, and that's
12 it. And that's a fact.

13 Q Okay. Did you purposely use the term theft instead
14 of conversion to make a false police report?

15 A Absolutely not. I didn't -- in other words, they
16 had my trailer, wouldn't bring it back. My attorney
17 advised me to do exactly what I done. I don't know
18 the law, so what do you do? You call up an
19 attorney. You call legal counsel. You ask a
20 policeman on the corner what do I do. He says I
21 don't know. Call an attorney. So I did exactly
22 that.

23 Q Which was you called the law enforcement.

24 A I called law enforcement.

25 Q And the purpose of that was to try to get back ---

1 A To try to get my trailer back.

2 Q Okay. Which had been threatened to be left in

3 Washington by Ms. Bradley? Is that correct?

4 A Well, we started trying to get the trailer ---

5 Q Listen to my question. Ms. Bradley had threatened

6 to leave it in Washington.

7 A Yes, she did.

8 Q Okay. Which means you'd never see it again, more

9 than likely.

10 A Absolutely.

11 Q Okay.

12 A I mean ---

13 Q All right.

14 A How many semi 53s look just exactly alike.

15 Q All right. And did you then receive a call from Ms.

16 Bradley saying that you had now declared war?

17 A Yes. Ms. Bradley called me and she said -- or

18 actually sent me a voicemail and said you have now

19 declared war.

20 Q Okay. Now, as you sit here today, did you choose

21 the word theft or conversion in reporting this to

22 the police?

23 A When I made my report to the officer on the initial

24 -- actually, I -- his name was Wes Barkley or

25 Blakely. And I told that officer exactly what had

1 happened and that they had my trailer. They did not
2 steal it. They initially had the trailer and was
3 pulling it, but when I purchased it and wanted it
4 back, they wouldn't bring it back.

5 Q Okay.

6 A Wes Blakely said I would write the report and I will
7 put it on ICU or NCU or whatever it is about it. I
8 never -- I told him -- I did not tell him it was
9 stolen. He wrote the report and that's how he chose
10 to do that. And I tried 15 times this week to
11 contact him, but for some reason, he doesn't want to
12 return my phone calls.

13 Q Okay.

14 A That's a fact.

15 BY MR. BANNISTER:

16 Answer any questions Mr. Hodge has.

17 CROSS EXAMINATION BY MR. HODGE:

18 Q So I guess, Mr. Thompson, what I'm hearing is my
19 attorney told me to do this and Mr. Blakely told me
20 to do that. And so, it's not my fault. Is that
21 what you're telling this jury?

22 A No, sir. In other words -- in other words, if
23 somebody calls you for legal counsel and asks you
24 for a question and you give them an answer, should
25 he use that?

1 Q Well, let me ask you this, Mr. Thompson. Excuse me.
2 Mr. Moore.

3 A You done forgot who I am.

4 Q Did you think -- did you get advice to file a false
5 title on the truck and send it to Zebulon or did you
6 do that on your own?

7 A Absolutely not. Absolutely not. The police
8 department asked for identification of the vehicle
9 pulling it. At no time did I make any claim to own
10 that truck or have any possession of it. We had an
11 old title there and I thought that was the truck
12 that was pulling the trailer. Period.

13 Q So ---

14 A There wasn't any time that I had any claim on that
15 truck.

16 Q Well, yeah, but you thought Melvin owned that truck.

17 A Melvin did own the truck, but we won't go there.

18 Q That's what you believed. And because you knew or
19 you thought that Melvin owned that truck, you found
20 out that Ellen owned the truck and you wanted to get
21 that truck back, didn't you?

22 A No, sir.

23 Q (inaudible)

24 A I already knew that the truck was in Ellen's -- I
25 knew the truck was in Ellen's name the day that they

1 The verdict is guilty.

2 BY THE MAGISTRATE:

3 Okay. Thank you very much. We appreciate your
4 service on this case and the last two days.

5 Anything before I excuse the jury on either party?

6 BY MR. BANNISTER:

7 We'd like to have you poll the jury.

8 BY THE MAGISTRATE:

9 Okay. Folks, if you would, one by one, if
10 you'll tell us your verdict, please, starting on the
11 end.

12 BY MALE JUROR:

13 Your Honor, guilty.

14 BY THE MAGISTRATE:

15 Okay.

16 BY MALE JUROR:

17 Guilty.

18 BY FEMALE JUROR:

19 Guilty.

20 BY FEMALE JUROR:

21 Guilty.

22 BY FEMALE JUROR:

23 Guilty.

24 BY MALE JUROR:

25 Guilty.

FORM 4

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

**JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP4202940**

State Of South Carolina	Jack Randall Moore
PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ 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: _____
- ☒ **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)

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

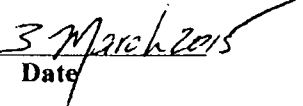
The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time 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

2165

Judge Code

Date


3 March 2015

For Clerk of Court Office Use Only

This judgment was entered on 4 of Mar. 2015, and a copy mailed first class or placed in the appropriate attorney's box on 4 of Mar. 2015, to attorneys of record or to parties (when appearing pro se) as follows:

Charles J. Hodge PO Box 2765 Spartanburg, SC 29304-2765

ATTORNEY(S) FOR THE PLAINTIFF(S)

Oscar W. Bannister PO Box 10007 Greenville, SC 29603

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

M Hope Blackley / Moberly
M Hope Blackley - Clerk of Court

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.

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2014-CP-42-2940

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

State of South Carolina,

Plaintiff,

vs.

Jack Randall Moore,

Defendant.

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

APPEAL OF SENTENCE
IMPOSED BY MAGISTRATE'S COURT

WARRANT NO.: 2013A4210104463

NOTICE OF APPEAL

The Defendant Jack Randall Moore appeals his conviction and sentence on July 23, 2014, for violating §16-21-100, S.C. Code (filing of false police report). The matter was initially tried before the Honorable Charles William Jones who declared a mistrial and subsequently tried before the Honorable James B. Pasley. Grounds for the appeal are as follows:

1. The trial court erred in refusing to allow the Defendant to cross examine a prosecution witness about statements she allegedly made to one William Coleman in violation of Rule 608(c) and Rule 613, S.C.R.E.

Specification of Error:

a) Rule 608(c) allows a prosecuting witness to be examined concerning bias, prejudice or motive to misrepresent.

Rule 613(a) allows a witness to be examined concerning a prior statement made by the witness whether written or not.

Rule 613(b) allows the introduction of extrinsic evidence of the witness' statement if the witness denies making this statement.

b) The Defendant was prohibited from examining the prosecuting witness concerning statements she allegedly made to one William Coleman who alleged

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M. HOPE BLACKLEY

that such statements were made to him by the prosecuting witness and a sworn affidavit furnished to the prosecution and previously to the witness.

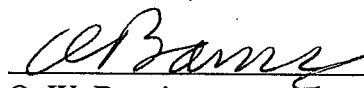
2. The trial court erred in failing to direct a verdict of not guilty at the close of the prosecution's case.

Specification of Error:

- a) The Defendant was charged with making a false report of the theft or conversion of a vehicle. S.C. Code §16-21-100.
- b) The Defendant owned a trailer the prosecuting witness was using to haul freight for compensation. Upon demand for return of the trailer to the Defendant's possession the prosecuting witness threatened to leave the trailer in the state of Washington, at an unknown location, unless allowed to load. Under the threat the Defendant allowed the trailer to be loaded and under advice of counsel report the facts to the police. His use of the word "stolen" instead of "converted" was the basis of prosecuting the Defendant according to the charging officer.

WHEREFORE, Defendant prays the case be dismissed or in the alternative that he be granted a new trial based upon the errors set forth above and for such other and further relief as the Court may deem just and proper.

BANNISTER, WYATT & STALVEY, LLC



O. W. Bannister
SC Bar No. 506; Fed. ID No. 1184
401 Pettigru Street (29601)
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Attorney for Defendant

July 30, 2014

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M. HOPE BLACKLEY

Date: January 15, 2014

Interview: Bill Bannister and William Richard Coleman, Jr.

Q. Is that right Mr. Coleman?

A. Yes.

Q. And Mr. Coleman I have told you before, and Jack Moore is also here, that we just want you to tell us the truth. Don't tell us anything that is not straight up and down the truth. You haven't been promised anything of reward, money or anything?

A. No, sir.

Q. Alright. Now you have been driving a truck for whom?

A. I started out with Melvin Stewart and now Ellen Bradley took over the truck in October when Melvin got really sick.

Q. Will you describe the truck that you were driving?

A. It is a custom 379 Peterbilt.

Q. And who did the truck belong to?

A. The truck belonged to Melvin Stewart.

Q. Did Melvin Stewart ever tell you anything about the truck or who it was titled?

A. Yes, sir. He said that he had bought the truck from a guy named Bob something or another, I can't remember his last name, back about ten years ago and he put the truck in Ellen's name because of tax purposes and financial situation he had been in.

Q. Did Melvin Stewart have any kind of lien on the title to your knowledge?

A. Yes, sir. He did.

Q. What did he have, if you know?

A. Melvin's name was on the back of the title as the lienholder.

Q. Did you ever hear any comment by her regarding this title and Melvin's name being as a lienholder?

A. What do you mean by that?

Q. Did she ever tell you anything about how the lien got off of the title?

A. No, sir.

Q. Okay. Now when did you start driving the truck for Melvin?

A. August 25th.

Q. Of 2013?

A. Yes, sir.

Q. And was Melvin pretty sick?

A. Yes, sir.

Q. And after Melvin either got too sick or died, what was your arrangement with Ellen about driving the truck?

A. I continued to run the truck. Melvin made plain to Ellen in the beginning Rick is cut from the same cloth I am cut from. He can take this truck. He can run this truck. It is a special truck as long as it is and it is extremely heavy and if you don't load it right and know how to stay in the woods and dodge the scales you're gonna pay more fines than the loads pay and that was fine with her. She said, "Great. I got somebody I don't have to worry about. He can work on the truck. He can run the truck." And that's the way it played out.

Q. Alright, what was your agreement with Ellen about how you would be paid?

A. Twenty five percent, just like I was with Melvin.

Q. And that is twenty-five percent of the...

A. Gross.

Q. Gross of the load?

A. Yes, sir.

Q. Okay. Now after Melvin died, what, did you ever have any conversation when you were in Florida about the Peterbilt truck and the trailer that you were pulling?

A. Well at the time I was in Florida Melvin was still alive because I was on the phone with Melvin that night and Mr. Moore was on the phone also and L & M sent me \$1,000 to go from Florida to Newbern, North Carolina to load a load to go to Seattle, Camp Washington. Melvin was telling me no, don't load the truck, to come in. Well Ellen was telling me load the truck, it's my truck. Well, I go look at the registration. I said I am going to find out who's who and what's what. So the registration said Ellen Bradley. So I went and loaded the load because I worked for her then because she was the owner of the truck. Melvin was too sick and she was telling me that this cancer medicine he's on has just got him way out in left field. You know. He says things that he don't mean and normally say. He cussing me out all the time. But me and Melvin had a good relationship but, and, Melvin got a little nasty with me a couple of times for just no reason at all. It was the medicine is all so I just let it go at that. I went ahead and unloaded the load. Well in the meantime Mr. Moore was telling me that that is his trailer, you know. To bring it in.

Q. Describe the trailer for me.

A. It is a 1997 Wabash, 53 foot refer. So Ellen tells me, "Don't worry about Jack Moore. You work for me. Just don't bring the damn trailer into South Carolina. Everything is fine. I got this under control." So I did what I was supposed to do, or what I was told to do because I'm already about \$6,000 on the hole in my pay. You know, I feared for my job and about losing

everything I had because I didn't have my pay. So I was promised that things was going to get better so I just kept running and things got worse.

Q. Was there ever occasion when you were in the state of Washington and there were contacts between you and Ellen and Jack Moore that you were aware of about bringing the trailer back to South Carolina?

A. Yes, sir. Jack had called and said for me to bring the trailer in and I told Jack that I worked for Ellen, I do what she tells me to do. So I did what Ellen told me to do.

Q. Did you talk to Ellen about it?

A. Yes, sir.

Q. Did she make any comment about Jack Moore?

A. Yes. She said, "Well let me call that SOB." She said, "I'll just tell him that we will leave the trailer at the damn truck stop or the rest area or beside the road. Hell I can't remember where we left it Jack. You will just have to find it."

Q. Okay. Now you kept running and eventually you were arrested in Charlotte in the trailer, with the trailer and the truck?

A. Zebulon, North Carolina.

Q. Okay, and of course those charges were later dropped and you came on back?

A. Yes, sir.

Q. Did Ellen Bradley ever say anything to you about a fire that occurred at Jack Moore's home?

A. "Well, we're going over to Jack's and have a weenie roast."

Q. That's what she said, "we are going over the Jack's and have a weenie roast?"

A. Yes.

Q. Did she say anything following that?

A. Yeah. "I'm going to go prove my point to the son of a..."

Q. She told you that she proved her point to the son of a gun?

A. Yes, sir. And he won't be f'ing with her anymore. And then the next day she talked about damn them buggies burned.

Q. She said, "Damn them buggies burned" to you?

A. Yes, sir.

Q. Was anybody else present during these conversations?

A. No, sir. I was in some state somewhere off. I don't know. I was on my cell phone.

Q. Okay. Did Ellen ever say anything about the title to this Peterbilt truck that she claimed she owns?

A. Well she always talked about getting a title.

Q. Did she ever say how she got either Henderson's name off or Melvin Stewart's name off?

A. Well she said she got... That's the thing from Bob Henderson. She said, "I got Bob Henderson's name off the title. Now I am working on getting Melvin's name off. I am trying to get this lien release typed from the highway department and I have been on the phone with them all week and I've got to get this lien typed up. I've got some of Melvin's old signatures on his logs and paperwork that he did and I am going to have to photostatic copy it onto the highway department so I can fax it to them. That way they won't know it is a photostatic copy. And then the highway department tells me now I've got to have a copy of his driver's license so I am trying to get in touch with New Hampshire to get a copy of Melvin's license to put a copy of it on there and then I've got my title."

Q. Did you ever see her look for Melvin Stewart's driver's license?

A. Man, yeah. We tore his truck apart.

Q. Okay.

A. See, Melvin's old billfold was in the truck, but his driver's license wasn't and his social security card wasn't. Come to find out later, you know, she said something about Melvin didn't have a social security card, that he didn't have no birth certificate of something or another. Because that was what her problem was. She couldn't get a birth certificate in time to get a copy of his driver's license.

Q. Okay, is what you told me today the truth?

A. Yes, sir.

Q. You swear to it?

A. Yes, sir.

AFFIDAVIT

1. I have reviewed and read six pages of a statement that I gave Jack Moore's attorney, O. W. Bannister. I initialed each page on the bottom after reading the same.
2. The statements I made in the interview are true and correct.
3. Ellen Bradley instructed me not to bring Jack Moore's trailer back into South Carolina so that we could continue to run it and collect for loads.


William Richard Coleman, Jr.

Jan B. Brown
NOTARY PUBLIC for South Carolina
My Commission Expires: March 4, 2021

Feb. 5. 2014 8:29AM

No. 1920 P. 1

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

IN THE MATTER OF: ELLEN BRADLEY

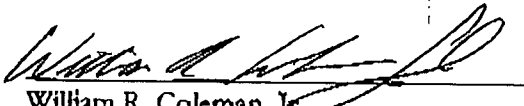
AFFIDAVIT OF WILLIAM R. COLEMAN, JR.

PERSONALLY APPEARED before me, William R. Coleman, Jr., who, being duly sworn, deposes and states:

In January of 2014 I was approached by Jack Moore to provide testimony against Ellen Bradley. Mr. Moore offered me a special deal on an eighteen wheeler truck, cash, and payment of my bills in exchange for my agreement to sign a statement against Ellen Bradley that was not true. I met with Jack Moore ahead of time to prepare and rehearse what I was supposed to say and then went the office of attorney O.W. Bannister with Mr. Moore. I signed the attached affidavit and statement on or about January 21st at Mr. Bannister's office only because of the bribe given to me by Mr. Moore. The statement is not true and I regret signing it. Ellen Bradley never made any statements to me regarding a fire at Jack Moore's home, anything about buggies or carriages, and never told me to do anything deceptive with the 1997 Wabash 53 foot trailer.

FURTHER AFFIANT SAYETH NOT.

SWORN TO before me this 5th
day of February 2014.
McConrad Decker
Notary Public of South Carolina
My Commission Expires 1-26-20


William R. Coleman, Jr.

2 #10

Not within that sense I
can't find the value back
he can pick the value up
but does I don't see it
well

Date	Type	Description	
11/13/13	Want	VEHICLE/FALSE REPORT OF STOLEN VEHICLE	Originated by
11/07/13	Name	THOMPSON, CHARLES R	witness
11/07/13	Name	MOORE, JACK RANDALL	Suspect
11/07/13	Name	COLEMAN, WILLIAM RICHARD JR	witness
10/30/13	Name	STEWART, MELVIN J JR	Other
10/30/13	Name	BRADLEY, ELLEN DEANNA	witness
10/30/13	Name	MOORE, JACK RANDALL	Complainant
10/30/13	Name	SC WASTE MANAGEMENT,	Victim
11/19/13	Offense	Offense#: 234536 - MU - 1 count	Charged With
11/01/13	Property	WHI Trailer WABASH 1JJV 1998 15000	Recovered
10/30/13	Property	WHI TRAILER WABASH 1JJV 15000	INVOLVED

Narrative

----- (lwmain12532410302013)

On 10-30-13 at approximately 1223 hours I responded to 13775 East Wade Hampton Blvd. Greer, in Spartanburg county to a theft of a vehicle. Upon arrival I met with Mr. Moore, who is the owner of SC waste Management and Cycle Specialties. Mr. Moore advised that he purchased a refrigerated tractor trailer from a friend of his, Melvin Stewart, who needed money, approximately a month ago. Mr. Moore advised the trailer was attached to a truck owned by Mr. Stewart. Mr. Moore advised that Ms. Bradley had forged a title to get this truck into her name. Mr. Moore had a title for the trailer in his possession with his information showing his ownership of the trailer. Mr. Moore advised that the truck was in Seattle WA. making a pick up and would deliver a load to Raleigh NC, Friday morning a 0800 hours. Mr. Moore is planning on being at this location to intercept the trailer with local law enforcement of that area. Mr. Moore advised that he believes the truck is being operated by an unknown W/M from Fayetteville NC, by the name of Ricky Coleman. Ms. Bradley is supposedly not with the truck or trailer as far as Mr. Moore knows. Ms. Bradley is somehow involved with the truck and where it goes. Mr. Moore advised that Ms. Bradley advised him a few weeks ago that she was going to have the trailer dropped at the T/A in Duncan but that never occurred. Mr. Moore was able to find out through vendors that the trailer was in Spokane WA last week. I then sent this report to Sgt. D. Shaffer at the Sheriff's Office desk for NCIC entry.

VNI Issued = NO

----- (lwmain12532410302013)~~

Responsible LEO:

Approved by:

Date

Supplement Shaffer D

----- (lwmain14533910302013)

NIC V956382011 showed a possible hit on the vehicle. Idaho State Police may have ran this vehicle at 1239 on 10/26/13, ph 208-846-7500.

----- (lwmain14533910302013)~~

Supplement Guest J

----- (lwmain05410011012013)

On November 1, 2013 at 0515 hours the Sheriff's Office received a 10 Minute Hit through NCIC from Zebulon Police Department in NC. Deputies had located Mr Moore's trailer. I spoke with Mr Moore by telephone and confirmed that he had not yet located his trailer. I relayed this information to Zebulon Police dispatchers. I was told deputies were conducting surveillance on the trailer and attempting to find out who was in possession of it. I provided them with Mr Moore's contact information. I received a locate through NCIC from Zebulon Police and I removed the trailer from NCIC.

~~~~~ (lwmain05410011012013)~~

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**Supplement Shaffer D**

\*\*----- (lwmain09070911012013)\*\*  
Stolen trailer nic v 956382011 with SC tag pt95898 was located by Zebulon P D in North Carolina about 0515. They marked it located in ncic. It was cleared from ncic. and modified in Spillman. Inv Wight was assigned the case. Mr Moore was notified.  
~~----- (lwmain09070911012013)~~

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**Supplement Wilson A Ritz**

\*\*----- (lwmain15575311022013)\*\*

On 11/02/2013 Ellen Bradley came to the Sheriff's Office in reference to the above case. She stated that she owns Fastlane Express (trucking co). Ms. Bradley stated that the report that Mr. Moore has filed is false. She stated that he was aware of who had his trailer and where it was. She stated the Mr. Moore had a false title made for the trailer. She did provide a Voluntary Statement.

IssuingOfficerSignatureDate = 11/02/2013

~~~~~ (lwmain15575311022013)~~

Supplement Wight B

INVESTIGATION REPORT

Spartanburg County Sheriff's Department

Case Number:13101543

Incident Type:auto theft

Victim: Jack Moore

Location:13775 E Wade Hampton Blvd

Incident Date: 10/30/13

Patrol Officer:

Investigator:B.Wight

11/01/13 The Sheriff's Office was notified the trailer was recovered by Zebelon Police Department and victim has recovered the trailer; an arrest was made on the driver (William Richard Coleman) for possession.

11/04/13 I received a phone message from Ellen Bradley to contact her about meeting and obtaining some statements and discussing this situation. @ 0811 I called Ellen Bradley who agreed to come in to the Sheriff's Office later in the morning to discuss this situation regarding the trailer. She said this is a messed up situation and Jack Moore is not telling the truth, the trailer was never stolen which has resulted in a innocent driver going to jail and she is worried Jack is trying to get her tractor. She said Melvin who used to own the trailer has been in business with her for many years. She said he is now sick with cancer which has influenced his reasoning and caused him to not drive any more and be able to make business decisions. She said she is concerned about Melvin and his health since he has been with Jack Moore. She has not heard from him and thinks something might be wrong. She said he normally calls several times a day even to just cuss her out and she has not heard anything from him and does not know where he is staying. She said she does not know why Jack Moore had reported this trailer as stolen knowing they had possession of it all this time. She said last week Jack had called L&M Transport (the broker) and requested them not to load the trailer and announced he now owned the trailer. He eventually gave authorization to have the trailer loaded to be returned to North Carolina, so it would not have been left out in Washington state and cost so much for him to recover. Ellen said she could not afford to dead head (drive empty trailer) across the United States without having a load to deliver. (She provided me with L&M ph# 1800-632-3030 to talk with the broker named Jay who arranged for the load to be picked up). Ellen said she had talked to Jack before the load was delivered and said they would return it on Nov 2nd. She said she had talked to Ronnie Thompson of Thompson wrecker service in Lyman, to drop the trailer on his property and he is friends with Jack Moore who would ensure Jack received the trailer and there would be no confrontation between them and Jack. She said Jack has never liked her and he had gotten into an argument with the driver and she thinks because of the argument and his dislike for her is the reason why Jack reported the trailer stolen to have revenge and get the driver arrested for hanging up on him.

Ellen mentioned she had to file a death threats report on Melvin case#13100950 and thinks Jack Moore is involved somehow with Melvin putting him up to making these threats. She said when the trailer was recovered Jack had sent a copy of a title possibly altered attempting to get her truck. She said this truck has always been in her name since 2005 and she is scared Jack is trying to get the truck from her and making it out she has taken advantage of Melvin which is not the case. She is worried because she knows Jack has a lot of money and influence and she does not and he is going to fraudulently attempt to take her truck from

her. She said Melvin sent this truck and trailer out to make money since he can no longer drive. What money they are making is going to pay off debts of Melvin. She said Melvin owes the driver his pay and money to L&M she is paying. She said Mr. Thompson can help fill in some details and knows this truck and trailer was not stolen. I asked her if she would be able to provide me with a more detailed statement and provide copy of her phone records for the month of October. She said she would and we scheduled to meet on 11/05/13 around 0900 at the Sheriff's Office. She said she will explain further when we meet and provide her phone records and write statement.

@ 0831 I called Jack Moore to schedule time to meet with him. He asked why and I explained I would like to get a more detailed statement from him about this situation more than what is described in the original report. He said he would be available at his home on Fews Chapel Rd, down at his tack store. We scheduled to meet there around 1:30PM.

@0930 I went to Thompson's wrecker service and spoke with Ronnie Thompson. Mr. Thompson said he had written a statement to give North Carolina agency and Ellen has a copy. He said Jack knew they were going to bring back the trailer and he said he is being vindictive against Ricky the driver. Mr. Thompson said he did not want to get involved he has been friends with Melvin and Jack for over 40 years but said what Jack has done is wrong. Mr. Thompson said back in September or end of August, Melvin's cancer started to prevent him from driving after going to the hospital. Melvin hired Ricky to drive his truck to generate some income and he came to live at Mr. Thompson's house because he had no where else to go. Melvin had his first truck driving job from Mr. Thompson and stayed with him and his wife and saw to it he made his doctors appointments and etc. Melvin started taking more medicine than he should and the cancer made him not think clearly at times. He made remarks he wanted to buy trucks and put more drivers out on the road to make more money. Ronnie said tires were put on the truck belonging to Ellen and tires on the trailer belonging to Melvin at his shop. He said Melvin did get a loan from Jack to help with repairs and was going to pay him back. (There is speculation Jack might have had the trailer as collateral and Melvin did not pay him back and he got the title put in his name).

Melvin sent Ricky out on runs and used L&M Transport to schedule the loads. He said Jack had called and canceled the trailer from being loaded last week. Mr. Thompson said he told Jack he should let them to load the trailer so it could return and he would get it back without it being left out west. Mr. Thompson said at this time he thought the trailer was still Melvin's. He told Jack if not loaded they will have to leave the trailer there b/c no one can afford to take it across the country empty without a paid load. He said they will pick up another paying job and said he knew of a power unit only trip to Texas they could get.

Jack decided it was best to have the trailer loaded and knew who had it and where it was going all the time. Mr. Thompson said he was very surprised when he found out Ricky had been arrested and Jack had reported it stolen. He said he had told Jack they would bring it back. He also said he did not find out it was Jack's trailer until Ricky was arrested. He said he thought it was still Melvin's. He said Melvin had been staying with him until he went to a trip to Florida, and when he returned Melvin left and the title to the trailer was gone from his home and was with Jack. Mr. Thompson said he can only tell the truth and all the years he had known Jack did not know he could be so vindictive, Ricky is a good guy, just a hired driver you got that got caught up in this mess. He said he was sorry to get involved but things need to be

right. He said Jack has never liked Ellen and regarded her as a "tramp" which she is not and only trying to do business right. He said Jack never had possession of the trailer and it was never at his businesses and does not know how he was able to report it stolen especially when he knew where it was going. He could have gone and got it or just waited for it to be brought back to his property. He said he heard about a title with Melvin's name on it and said Melvin has another Peterbuilt truck parked on his property and thinks they used that title and possibly tried to pass it off as the title to the truck pulling the trailer. He said he has not heard from Melvin which is unusual because he calls people all the time. He knows Ellen has his old phone because he was pestering the driver but it is not like Melvin to be quite and not heard from. I told him I might have to get back with him because I have not seen the statement he had written if I need him to give more detail and he said that would be fine he would be at his shop when ever I needed to talk with him.

I spoke with and obtained a statement from Warren Nesbitt employee at Thompson's wrecker who worked on the truck changing tires and saw Melvin send the driver out with the trailer to haul loads.

@1148 I called L&M Transport 1800-632-3030 and spoke with Jay DeJeet. Jay advised he was the one who had the trailer reloaded in Idaho and scheduled to unload in Zebulon. He told me I needed to talk with Ryan the broker who had talked with Jack Moore and was more familiar with Melvin who has been one of their clients for over 30 yrs. I requested Ryan to call me and he said he would give Ryan the message.

@1200 I received a phone call from Sgt Gant with the Zebulon Police Department who advised he wanted me to send a copy of our report when our investigation is finished to provide to his District Attorney's Office regarding the charges on Mr. Coleman. He said he is now very suspicious of Jack Moore. He said he was skeptical about the theft report when the victim had reported it stolen and knew who had the truck and where it was going and he personally provided him with copy of the report. He said when the trailer was recovered Jack's son was there with a driver and provided a copy of paper work showing ownership of the trailer but also had a old title in Melvin's name where it appeared the title was altered on the year of the truck and VIN. He said the copy he had was in poor condition and hard to read, and was not sure it would show up on a faxed copy. He said he would fax other paperwork he has like the Insurance information on the tractor and trailer registration showing Ellen as the owner and statements they have provided to him. Officer Gant said he thinks Jack was trying to misrepresent this title as being the title to the truck and get the truck too. Officer Gant said he believes there more to the story than Jack Moore is saying and if this is a false report to send information when completed for criminal charges against Mr. Coleman to be dropped. I told him I would be in contact with him.

@1400 Sgt Beck and I met with Jack Moore and his wife at his home. I explained to Mr. Moore I needed to get a much more detailed statement from him about reporting this trailer stolen. He said that would be fine and immediately started talking about how bad a person Ellen is and how she has taken advantage of Melvin for years. He made the comment Melvin had liked her and she was married and did not understand how and why Melvin remained with her in business all these years when she did nothing. He accused her of getting the title to the truck illegally by fraudulently having it changed into her name. I told him the title to the truck has been in her name since 2005. He said after Melvin's cancer got worse and he could not drive she is running the trailer free around the country making money and Melvin is not getting anything. He said the truck

she has was his home he lived in the truck. He said he has helped to finance Melvin in the past and he is an successful business man owning several businesses and multiple rental properties and he has all the paper work and is looking out for Melvin. Jack said several weeks ago Melvin and the driver parted ways and arrangements were requested for the trailer to be dropped at TA truck stop in Duncan around 10/15/13; but instead the driver deadheaded to North Carolina, from Florida, without stopping to go on another run. He said they tried to get in touch with the driver several times and were finally able to reach the driver who he said was named Ricky and the driver told him he did not have to talk with him, he now worked for Ellen and if he called him again he would get him arrested for harassment and hung up. Jack said he started contacting brokers to find out where the trailer was and let him know if it was going to be loaded. He said at this time he did not know who had the trailer or where it was and thought they were going to do something with the trailer or leave it where he could not find it to recover. He said he tried on multiple occasions to contact Ellen or the driver with negative results. On 10/23/13 he said he was contacted by the broker who told him he had located the trailer in Washington state being pulled by FastLane Express (Ellen's company). He said he spoke with the broker named Ryan and told him not to load it. He said 30 minutes later he received a text from Ellen threatening to leave it somewhere. He said he also received phone calls from her threatening to burn the trailer. He said he spoke with his lawyer (Bill Bannister) who advised him he had no choice but have the trailer loaded and Jack claims he requested the load to be brought somewhere in the Carolinas to make it easier for him to recover. I told him it is not against the law to drop a trailer out there especially when you requested it not to be loaded and knew where it was. He said he did not know and they could have taken anywhere and dropped it off or burned it and this was why he reported it stolen. I asked him: Why could he have not gone up to North Carolina, like he did and recover the trailer without it being reported stolen. He said he was not sure it was going to be there and this was what he had to do to be able to get the trailer back. He said he feels sorry for the driver and knows Ellen was making him drive because he needs money. He said he wants Ellen arrested for stealing it. He said he wants to come to talk to the magistrate when I do to tell his story to make sure Ellen gets arrested. I told him this statement will be his side of the story and only I will present the case to the Magistrate and this statement is needed to tell his side of the story. He made comments, that he is the victim here and the system is out to look after the bad guys. I asked him if he has the title he had made a copy of to show the North Carolina Officer. He said he has all the Highway department title searches or titles and will provided them if necessary. I said I wanted to see the title he has for the truck and he said they will have to look for it. He was upset and asked why the North Carolina officer did not recover the truck. I told him there was a question about the title there matching up with the vin on the truck. He and his wife asked what vin was showing and were concerned and wanted to see what the officer had seen and said Ellen and them must be changing numbers on the truck. I told him the officer is supposed to be faxing me some documents and papers.

Jack did have a copy of his title for the trailer and I noticed it was obtained and had print date of 10/22/13 when he obtained his copy of the title. I asked him how did he pay for the trailer-with check or cash? He said he purchased it on Oct. 2 and did not say. I asked him check or cash? He said he did not know the ladies upstairs most likely wrote a check from one of his businesses but he did not know which one. He said he will look for it and provided it. I asked him where is Melvin? I need to talk with him and he would not tell me. He said he will relay a message for him and have him call me or set up appointment for me

to talk with him. He then told his wife to finish the statement that he dictated to her as she wrote it. I asked him if he was ever told the trailer would be returned to him on November 2nd. and he said "no". He was never told the trailer would be returned. He said this all could have been prevented if the trailer was returned to him when he first requested it. I told him there are some issues with this case like him reporting a trailer he was not in possession of when it was out on the road doing it's job as the previous owner sent it out to do. He also knew where it was, who was driving it and where it was going to deliver produce. He claims he did not know where it was or who was driving it and this was the only option he had to ensure he recovered the trailer because they intended on keeping him from it and use it for free. He said when they said they were going to drop it he feels it was stolen. I told him they never did drop it and were not given the chance to return it after the load was unloaded. I asked to see the text message and he showed me on his phone and we took a picture of it the text: "Tell Melvin that since I can't load the trailer up but opps I forgot we're we left it". This was on October 23 from Ellen's phone. I also asked Jack if he would be willing to provide a copy of his out going and incoming phone calls during the month of October. He said he would have to get me this information later when he has time to retrieve it. I told him he could give it to me when I can meet with Melvin. The statement was completed and I advised him I would be back in touch with him.

* What I noticed about Ellen's text was Ellen directed the message to Melvin, which leads me to believe at this date the 23 she still believed Melvin to be the owner. She does not recognize the trailer as being Jack's. I have scanned a copy of text message into Spillman for the case file.

I received a phone message from Ryan Moore the L&M broker to call him back at ph# 1-800-729-9383 ext 3037

11/05/13 I had a message from Jack Moore to call him. He wanted to know if I had spoke with Ellen. I told him she was coming in later in the morning. He said he wanted to add to his statement: all he wanted was his trailer back and could have been prevented if they had returned it to me around the 10/15 like he had asked. He warned me of Ellen's charm and to not let her con me with her looks. He made out she is taking advantage of a sick old man and money hungry for his truck. I told him I was being objective and will talk with everyone. He wanted to be notified when I was going to talk with a magistrate and possibly be there. I told him I would let the magistrate know the facts of this case when my investigation is complete. I asked where is Melvin and he said Melvin is living with him and he is looking out for Melvin's best interests. He has been a friend to him for many years. He said he will talk with Melvin and see if he is healthy enough to talk with me. He said workers care for him at his home. Jack said he is going out of town and be back on Monday and will call and set up appointment then. He said he thinks Ellen has forged Bob Henderson's name to get title. He said if anything was to happen, Melvin was suppose to get the truck. I told him I have seen copy of the title in DMV and it has been in Ellen's name since 2005. He said he will call me when he returns to town.

@0900 Ellen Bradley came to the Sheriff's Office and provided me with copies of her home phone and cell phones records. She had several calls showing calls to Jack. All were well after Oct. 15. There was the longest conversation on 10/26/13 with Jack at 1:35 showing 17 min which she says he was friendly and talked to her about buying another trailer and she had told him they would return the trailer around Nov 2 after the load was unloaded. She said Ricky the driver was supposed to come to town later this afternoon when she sends him some fuel money to get some repairs and pick up another trailer and we could all meet

at Thompson's wrecker Service and I could get a statement from Ricky. Ellen had started her more detailed statement and realized it was taken longer than expected and she had her children home from school for election day and requested to finish it at home and return it to me when we meet later in the afternoon around 1530 hrs. I made copies of broker carrier contract with L&M on 10/24 to haul the goods when the trailer was loaded and her phone records.

I was called around 1400 hrs and told the driver is not going to be able to make the trip and we rescheduled to meet 11/6/13 at TA Truck Stop in Duncan.

I went by Thompson Wrecker Service and spoke again with Mr. Ronnie Thompson and obtained a more detailed statement.

@1508 I called Ryan Moore with L&M Transport in Raleigh, NC. I told him I was calling to get some information and any paper work pertaining to Jack Moore calling and canceling loads, then giving permission for the load to be loaded. He said he was familiar with this but said there is no paper work. Their business is all conducted over phone setting up pick up and deliveries but he would talk with me about what happened. He said they have been doing business with Melvin for close to 30 yrs. They had a contract through Melvin to load his trailer with the truck. He said recently they were aware that Melvin's health was causing him not to drive and he had another driver driving for him. He said Melvin had mentioned to them Jack Moore was helping him to get some trucks on the road, they were also aware from talking to Ellen, Jack, and Rick, Melvin was not in position to make business decisions. Ryan said Melvin had told him Jack was a self made millionaire and was helping him out. Around 10/23 he spoke with Rick and knew where the truck was. He was contacted by Jack Moore who told him he owned the trailer and he did not want it loaded and wanted to be sure he got it back. Jack had mentioned Melvin had a lien on the truck. He said he spoke with Rick and said the trailer was not going to be loaded. He said he spoke with Jack and said they will have to drop it and they will be looking for another job. Jack called back and decided to have the trailer loaded and Jay handled the arrangements.

Jack had asked to be notified when the trailer was loaded and when it would make it's destination. Ryan said because Melvin had been such a good customer he agreed he would call and let him know the details and thought he was helping out Melvin. On 10/30/13 Ryan said he called Jack and confirmed the trailer was loaded and it would make it to Zebulon, NC at 08:30 AM on 11/01/13. He said he was shocked on 11/01/13 to find out Rick was arrested. He thought he was helping and they were going to get the trailer back and did not know the trailer had been reported stolen. I asked him about a contract with Fastlane Express signed on 10/24/13. He said since they found out the trailer was no longer owned by Melvin and Jack wanted the trailer loaded to get it back they had to have a contract broker-carrier agreement made with Ellen to transport the goods.

* The day Ryan had notified Jack of the trailer being loaded and in route to Zebulon, NC. Jack files the theft report in Spartanburg County. (the trailer is titled to Cycles Specialties Jack's business in Greenville County. I am unsure if he attempted to file report with Greenville County).

11/06/13 0900 I met Ellen and "Ricky" William Richard Coleman Jr. and his wife at the TA Truck Stop. I explained to be sure since he was meeting me voluntarily I wanted to go over a pre-interrogation wavier form and informed him he was not under arrest. He agreed to talk with me and signed the pre-interrogation waiver form and consented to provide a written statement.

Mr. Coleman said on August 25, 2013 he was hired by Melvin Stewart and Ellen

Ross Bradley to drive a '96 Peterbuilt tractor and '97 Walbash trailer. He said he was introduced to Melvin by his son and he ran the truck until Oct 16, when Melvin and Ellen were parting ways. On 10/16 Melvin called him with Jack Moore present, when he was in Lake City, FL. Melvin told him he and Ellen were disputing who owned the truck and Melvin wanted him to try to obtain the title to the truck because he thought he had connections to the Highway Dept because he has family in law enforcement. Ricky said Jack Moore offered him \$10,000 to get the title. He said he played along with them to find out what they were up to. He said Melvin told him to deadhead straight to New Bern, NC, and pick up a load to take out west. He went to New Bern and loaded up on Friday and Jack more called him on Saturday. Ricky said his conversation like most of his conversations with Jack was Jack talking about how bad a person Ellen was and how she shit Melvin out of the truck under false pretenses. He said Jack told him he did not care what it cost he was going to see to it Ellen did not have that truck because she did not deserve it. He said he told Jack he was in Tennessee, when he was in Blacksburg and was headed out west to Washington state. According to Mr. Coleman Jack did not tell him he owns the trailer and never mentioned to have it returned to him. Mr. Coleman said the next time he spoke to Jack was around 10/20/13. He said Jack told him he had the title to the truck which Mr. Coleman said he did not believe and still did not mention owning the trailer. He said he told Jack he felt like the middleman go between when all he is the hired driver. He said he called out Jack's bluff and said he had seen the title and the VIN numbers all matched up and the title was in Ellen's name. He said Jack said Ellen is a con artist and that title is no good and it must have been forged.

He said Jack continued to bad talk Ellen and warned him not to sleep with her because she sleeps with all drivers. He said he was getting angry and told Jack not to fuck with him and piss him off. He said Jack said " People do not fuck with me" and said " I buy people, I own people, I make bad shit happen to people". Mr. Coleman said this put him over the edge and he cussed out Jack and said he was not going to be bought and told him not to call his phone anymore and he did not have to talk with him and hung up. He said a little while later he received a phone call from Ronnie Thompson telling him he really pissed off Jack. He said that was the last time he spoke with Jack and the next conversation he had was with Jay and Ryan from L&M. He said Ryan wanted to know if he had any problems when he unloaded and he told him he had not. They asked if he knows who Jack Moore is and he said yes and described Jack as a rich man who thinks he can buy people. He was told Jack owns the trailer and has told then not to load it. He asked them what they wanted him to do and they advised he could find another load to take but give them some time to see if they could get this load loaded so the trailer would not be left there. He said he unloaded in Washington Friday morning at 0800 AM on 10/25/13. Jay told him Jack is going to let them load and instructed him to go to Idaho Falls to pick up some produce to deliver in North Carolina, so the trailer could be returned to Jack Moore. Mr. Coleman said it was 980 miles to Idaho Falls which is a long way to dead had not making money. He said he was suppose to load Saturday morning before 11:00. He said he was 8 miles out from making it to the pick up and got stopped by a Idaho trooper for speeding. He said the trooper did a complete DOT check on the all paper work and checked out the trailer and made him go to a truck stop and shut him down until he regained his hours and miles back. He picked up the load on Monday morning and was scheduled to deliver in Zebulon, North Carolina, at 08:30 Friday morning November 1st. When he got to the delivery point the police rolled up on him and told him he was in possession of stolen truck and trailer, later determined to only be the trailer. A tractor was there to pick up the trailer and his truck was towed by a wrecker service to impound. When he was released he was instructed to return on Monday morning, He

said after court he went to the police station to drop of some statements to Sgt Gant, and was shown a poor copy of a title in Melvin's name that had year of truck and vin numbers altered. Mr. Coleman said he was never told by Mr. Moore he had bought the trailer from Melvin and was never asked to return the trailer by Jack Moore. After the written statement was completed. Ellen received a phone call from Ronnie Thompson stating it was a emergency and needed to talk with me. I was given the phone and was told Melven had died last night. Mr. Thompson said he has not confirmed it but was told by Melvin's brother he had died in the care of a Hospice house in Greenville. I told him I would make some calls to confirm his death. Ellen had over heard my conversation with Mr Thompson and everyone was upset and thought he would have lived longer and did not expect him to die this soon.

I called the Greenville Corner's Office and was told Melvin had not died at the main Hospice house in the Simpsonville area, and there was many other hospice agencies. I was told they would be notified by 72 hours and could call and send me official confirmation of when Melvin had died.

Officer Gant had called me and left a message he has talked with his District Attorney's Office about this case and assistant DA: Jennifer Rymer is dismissing the charges on Mr. Williams and stated this is South Carolina's responsibility.

11/07/13 I was contacted by Greenville Corner's Office and told Melvin had died on 11/06/13 at 07:03. They faxed me a copy of the natural death notification form for my case file.

I attempted to contact Mr .Moore and was unable to reach him.

Supplement Wight B

SUPPLEMENTAL REPORT: 11/12/13 I met with Judge Chumley and Judge Paslay and discussed this case with them. Judge Chumley signed the following arrest warrant 2013A4210104463 (Vehicle, false report of stolen vehicle)

On October 30, 2013 in the county of Spartanburg Jack Moore did file a false police report of a stolen trailer that was not stolen. (for more details see investigative report) This case will be closed when warrant is served.

Property

| | |
|--|-----------------------------------|
| Property Number: 146922 | Owner Applied Nmbr: |
| Item: Trailer | |
| Brand: WABASH | Model: 1JJV 1998 |
| Year: 0 | Quantity: 1 |
| Meas: | Serial Nmbr: 1JJV532W7WL |
| | 44631 |
| Total Value: \$15,000.00 | Color: WHI |
| Owner: MOORE JACK RANDALL 222075 | |
| Agency: SCSO SHERIFF'S OFFICE | Tag Number: |
| Accum Amt Recov: \$15,000.00 | Officer: Guest J |
| UCR: AUT Automobiles NIBRS Required | UCR Status: SRO |
| Local Status: REC | Storage Location: |
| Crime Lab Number: | Status Date: **/**/** |
| Date Released: **/**/** | Date Recov/Rcvd: 11/01/13 |
| Released By: | Amt Recovered: \$15,000.00 |
| Released To: | Custody: **.*.*.* **/**/** |
| Reason: | |
| Comments: | |
| Property Number: 146806 | Owner Applied Nmbr: |
| Item: TRAILER | |
| Brand: WABASH | Model: 1JJV |
| Year: 1998 | Quantity: |
| Meas: | Serial Nmbr: 1JJV532W7WL |
| | 44631 |
| Total Value: \$15,000.00 | Color: WHI |
| Owner: SC WASTE MANAGEMENT 236949 | |
| Agency: SCSO SHERIFF'S OFFICE | Tag Number: |
| Accum Amt Recov: \$0.00 | Officer: Berkeley W |
| UCR: AUT Automobiles NIBRS Required | UCR Status: |
| Local Status: | Storage Location: |
| Crime Lab Number: | Status Date: 10/30/13 |
| Date Released: **/**/** | Date Recov/Rcvd: **/**/** |
| Released By: | Amt Recovered: \$0.00 |
| Released To: | Custody: **.*.*.* **/**/** |
| Reason: | |
| Comments: **----- (lwmain12532410302013)** 53 FOOT REFRIGERATED
TRAILER, SC TAG PT95898 ~~~~~ (lwmain12532410302013)~~ | |

Name Involvements:

witness : 151424

| | | |
|------------------------------|-----------------------------|------------------------------|
| Last: THOMPSON | First: CHARLES | Mid: R |
| DOB: 10/16/49 | Dr Lic: 001788686 | Address: 305 EARL DR |
| Race: W Sex: M | Phone: (864)444-0822 | City: LYMAN, SC 29365 |

witness : 211331

| | | |
|------------------------------|-----------------------------|------------------------------------|
| Last: BRADLEY | First: ELLEN | Mid: DEANNA |
| DOB: 03/28/79 | Dr Lic: 0007476742 | Address: 420 CLIFDALE RD |
| Race: W Sex: F | Phone: (864)978-1320 | City: SPARTANBURG, SC 29307 |

witness : 251557

| | | |
|------------------------------|-----------------------------|-------------------------------------|
| Last: COLEMAN | First: WILLIAM | Mid: RICHARD |
| DOB: 08/04/58 | Dr Lic: | Address: 3142 ALVIN KIRBY RD |
| Race: W Sex: M | Phone: (843)731-4499 | City: Timmons ville, SC |

Other : 6527

| | | |
|------------------------------|-----------------------------|------------------------------------|
| Last: STEWART | First: MELVIN | Mid: J |
| DOB: 05/17/53 | Dr Lic: 0004574598 | Address: 152 MINTZ RD |
| Race: W Sex: M | Phone: (864)560-2003 | City: SPARTANBURG, SC 29307 |

Complainant : 222075

| | | |
|------------------------------|-----------------------------|-------------------------------------|
| Last: MOORE | First: JACK | Mid: RANDALL |
| DOB: 02/25/48 | Dr Lic: 002298380 | Address: 1871 FEWS CHAPEL RD |
| Race: W Sex: M | Phone: (864)449-3535 | City: GREER, SC 29651 |

Victim : 236949

| | | |
|--|----------------|---|
| Last: SC WASTE
MANAGEMENT
T | First: | Mid: |
| DOB: **/**/** | Dr Lic: | Address: 13775 EAST WADE HAMPTON
BLVD |
| Race: | Sex: | City: GREER, SC 29651 |



BROKER - CARRIER AGREEMENT

This Agreement is entered into this 24 day of OCT, 2013, by and between Fastlane Express LLC

L&M Transportation Services, Inc. (LMTS) ("BROKER"), a Registered Property Broker, Lic. No.

MC-168116, and Fastlane Ex LLC, a Registered Motor Carrier,

Permit/Certificate No. DOT 146316 ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation.
(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory

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requirements to ensure the safe operation of CARRIER'S vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER'S customer with respect to any shipment at any time.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

(ii) Except for CARRIER'S liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subp. 3. D.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER'S freight charges to shipper, consignee, or third parties responsible for payment.

J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

K. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.

CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER'S customer because of CARRIER'S use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

A. **SHIPMENTS, BILLING & RATES:** BROKER shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER'S) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. **RATES:** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. **PAYMENT:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER'S charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER'S invoice within 30 days of receipt of the bill of lading or proof of delivery, provided

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CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 30 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$ 75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. **CARRIER RESPONSIBILITIES:**

A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. **BILLS OF LADING:** CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. **LOSS & DAMAGE CLAIMS:**

(i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and

(ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above.

(iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

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(vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above shall not exceed \$ 1,000,000.00 unless CARRIER is notified by BROKER or Shipper of the increased value 1 (one) days prior to shipment pick up.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the (select one): X Transportation Arbitration and Mediation PLLC (TAM), ___ American Arbitration Association (AAA), ___ Transportation ADR Council, Inc. (ADR), ___ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted

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outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, DRC or TAM nearest Raleigh NC or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of SC shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

(i) (OPTIONAL): (BROKER INITIAL _____; CARRIER INITIAL EB) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy exceeds \$ 5,001.00, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(ii) (OPTIONAL)(BROKER INITIAL _____; CARRIER INITIAL EB) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy does not exceed \$ 5,000.00, BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(iii) (IF i AND/OR ii ARE ADOPTED, THEN iii MUST BE INCLUDED) Venue, controlling law, and jurisdiction in any legal proceedings under Subps. i or ii above shall be in the State of SC.

E. NO BACK SOLICITATION:

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 6 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(OPTIONAL)

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 6 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of seventy-five percent (75 %) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

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H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. NOTICES:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

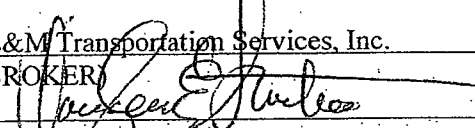
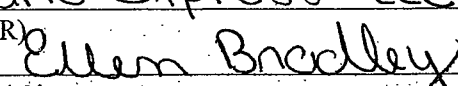
L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

| | |
|--|--|
| L&M Transportation Services, Inc.
(BROKER) | Fastlane Express LLC
(CARRIER) |
| 
Authorized Signature | 
Authorized Signature |
| Douglas E. Stoiber
Printed Name | Ellen Bradley
Printed Name |
| Vice president
Title | owner
Title |
| Company Address:
2925 Huntleigh Drive
Suite 104
Raleigh NC 27604 | Company Address:
420 Clifdale rd
Spartanburg SC 29307 |
| Phone (919) 876-5942
Fax (919) 872-9697 | Phone 864-978-1320
Fax |
| Doug.stoiber@lmtr.com
E-Mail | deanna8622@lve.com
E-Mail |
| | Initials  |

tia/broker.carrier.10262012

--[Response: SPTS0100 -]--

TO: SPTS0100-502223 20131101 09:06:11 0006D62414
FROM: NC2K-14033940 20131101 09:06:11 2AF101361A
1L012AF101361A3CV
SC0420000
CLEAR NIC/V956382011

1310 1548

NCIC
clear

Sx #1

--[Response: SPTS0100 -]--

TO: SPTS0100-502182 20131101 08:33:46 0006D62112
FROM: NC2K-14033170 20131101 08:33:46 2AF101360D
1L012AF101360D2QV
SC0420000

MKE/LOCATED STOLEN VEHICLE

ORI/SC0420000 LIC/PT95898 LIS/SC LIY/2013 LIT/TL

VIN/1JJV532W7WL446431 VYR/1998

VMA/WANC VMO/TRL VST/RF VCO/WHI DOT/20131004

OCA/13101543 20131101 NC0920900

NOA/N

MIS/VICT SC WASTE MANAGEMENT PH 864 877 7737 COMP MELVIN J STEWART PH 864

MIS/560 2003 53 FT REFRIGERATED WABASH MOD 1JJV MAY HAVE WABASH SMALL

MIS/LETTERS ON SIDE

OPT/OUT

NIC/V956382011 DTE/20131030 1449 EDT DLU/20131101 0546 EDT

ORI IS SPARTANBURG CO SO SPARTANBURG 864 503-4527

B-WIGHT

--[Response: SPTS0100 -]--

TO: SPTS0100-502180 20131101 08:33:02 00087F8412

FROM: NLETS-8356882 20131101 08:33:02

YQ.NC0920900

05:33 11/01/2013 01834

05:33 11/01/2013 01347 SC0420000

TXT

****HIT CONFIRMATION REQUEST - FIRST NOTICE****

****RESPONSE PRIORITY: URGENT!-RESPOND WITHIN 10 MINUTES****

OCA/13101543.NIC/V956382011.

*** STOLEN/FELONY VEHICLE ***

LIC/PT95898.

NAME OF REQUESTER: OFC GANT

AGENCY NAME: ZEBULON POLICE DEPARTMENT

PHONE: (919)829-1911

REMARKS: ZEBULON PD HAS STOPPED THIS VEHICLE AND CURRENTLY HAS THE DRIVER IN CUSTODY

PLEASE ADVISE IF THE HIT IS VALID AND THE VEHICLE IS STILL CONSIDERED STOLEN

--[Response: SPTSC100 -]--

TO: SPTSC100-501995 20131101 05:46:44 00355FEB44

FROM: III-6286148 20131101 05:46:44

S.L.

SC0420000

LOCATE NOTIFICATION AT 0546 EDT 20131101

1N01209300D8094LV LV.NC0920900.NIC/V956382011.OCA/13101543.20131101.....

LOCATING ORI IS ZEBULON PD

MKE/LOCATED STOLEN VEHICLE

ORI/SC0420000 LIC/PT95898 LIS/SC LIY/2013 LIT/TL

VIN/1JJV532W7WL446431 VYR/1998

VMA/WANC VMO/TRL VST/RF VCO/WHI DOT/20131004

OCA/13101543 20131101 NC0920900

NOA/N

MIS/VICT SC WASTE MANAGEMENT PH 864 877 7737 COMP MELVIN J STEWART PH 864

MIS/560 2003 53 FT REFRIGERATED WABASH MOD 1JJV MAY HAVE WABASH SMALL

MIS/LETTERS ON SIDE

OPT/OUT

NIC/V956382011 DTE/20131030 1449 EDT 3LU/20131030 1449 EDT

2C131101 NC0920900

--[Response: SPTS0100 -]--

TO: SPTS0100-500732 20131030 14:50:50 0006D56F8A
FROM: NC2K-13987722 20131030 14:50:49 2AF1013571
1L012AF10135712QV
SC0420000

1310 1543

MKE/STOLEN VEHICLE

ORI/SC0420000 LIC/PT95898 LIS/SC LIY/2013 LIT/TL

VIN/1JJV532W7WL446431 VYR/1998

VMA/WANC VMO/TRL VST/RF VCO/WHI DOT/20131004

OCA/13101543

NOA/N

MIS/VICT SC WASTE MANAGEMENT PH 864 877 7737 COMP MELVIN J STEWART PH 864

MIS/560 2003 53 FT REFRIGERATED WABASH MOD 11JJV MAY HAVE WABASH SMALL

MIS/LETTERS ON SIDE

OPT/OUT

NIC/V956382011 DTE/20131030 1449 EDT DLU/20131030 1449 EDT

ORI IS SPARTANBURG CO SO SPARTANBURG 864 503-4527

NCIC ENTRY QUALITY CHECK

Successfully apprehending a Wanted Person, locating a Stolen Auto, Stolen articles and Missing Persons is directly attributable to the quality of data entered into the NCIC system. For this reason, it is crucial that the required fields, as well as any miscellaneous information, be both COMPLETE and ACCURATE. FBI/NCIC regulations REQUIRE that each entry be checked by a second party.

THIS FORM MUST BE COMPLETED FOR EACH ENTRY!

NIC #

CASE #

TYPE OF RECORD

✓ 956 382 011

1310 1543

TKP160

ACCURACY

COMPLETENESS

| | | |
|--|-------------------------------------|-------------------------------------|
| VIN # | ☒ | ☒ |
| Make | ☒ | ☒ |
| Model | ☒ | ☒ |
| Color | ☒ | ☒ |
| Other Mis. # | ☒ | ☒ |
| Date of warrant <i>cul</i> | ☒ | ☒ |
| Caution indicator | ☐ | ☐ |
| Physical description | ☐ | ☐ |
| Clothing description | ☐ | ☐ |
| Known AKA's | ☐ | ☐ |
| Complete name | ☒ | ☒ |
| Extradition limitations | ☐ | ☐ |
| Correct classification (missing persons) | ☐ | ☐ |

REVIEWED BY

DATE

Euf...

10. 3. 13

ORIGINAL OPERATOR'S NAME

Sgt D. SPATTON

AFTER COMPLETING THIS FORM, PLEASE PLACE IT WITH THE CASE FILE.

--[Response: SPTS0100 -]--

TO: SPTS0100-500727 20131030 14:49:00 00355FB4DD

FROM: III-6272221 20131030 14:48:59

S.H.

SC0420000

YOUR RECORD WITH NIC/V956382011 OCA/13101543 IS A POSSIBLE DELAYED

INQUIRY MATCH

PLEASE ASSURE YOUR ENTRY IS A REASONABLE MATCH WITH THE

INQUIRY ON 1239 EDT 20131026 CONTAINING:

IN0100CF,MRI0644749

LIC/PT95898

LIS/SC

INQUIRING ORI/IDISP0320 ATR/STATE POLICE MERIDIAN

208 846-7500

13.10.1543

--[Response: SPTS0100 -]--

TO: SPTS0100-500722 20131030 14:43:34 001E3017E9

FROM: DMV-3151849 20131030 14:43:34 2AF101356F

1310154

TXTAG SC04200002AF101356F

XTAG

2000 PT95898 VALIDATION PT95898 TAG EXP / DECAL EXP /

1998 WANC TL 1JJV VIN 1JJV532W7WL446431 EMPT WGT 012 GVW 000000

STEWART MELVIN J

102 PELHAM ST

GREER SC 296513906 GREE CNTY

ALTERNATE TAG YEAR

TTL: 770490270308623 TTL ISSUE DT: 10/22/2013 SALES PRICE: \$0.00

1ST LIEN: CYCLE SPECIALTIES SUZUKI LIEN DT: 10/02/2013

ADDR1: 3401 WADE HAMPTON BLVD

CITY : TAYLORS

ST: SC

ARREST WARRANT

2013A4210104463

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality ofCntrl
Box

Spartanburg

116551

THE STATE

13101543

against

Jack Randall Moore

Address: 1871 FEWS CHAPEL ROAD

GREER, SC 29651

Phone: SSN:

Sex: M Race: W Height: Weight:

DL State: SC DL #: [REDACTED]

DOB: [REDACTED] Agency ORI #: SC0420000

Prosecuting Agency: Spartanburg County Sheriff

Prosecuting Officer: Bryan Wight - 0979

Offense: Vehicle / False report of stolen vehicle

Offense Code: 0645

Code/Ordinance Sec: 16-21-0100

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused

is to be arrested and brought before me to be
dealt with according to the law.

(L.S.)

Signature of Judge

Date:

RETURN

A copy of this arrest warrant was delivered to

defendant Jack Moore

on 11-19-13

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

Spartanburg Magistrate

180 Magnolia Street

Spartanburg County Judicial Center

Spartanburg, SC 29306

ENTERED NCIC

DATE 11/13/13

OPERATOR BC

ORIGINAL

ORIGINAL

ORIGINAL

ORIGINAL

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Spartanburg

Personally appeared before me the affiant Bryan Wight

being duly sworn deposes and says that defendant Jack Randall Moore

did within this county and state on or about 10/30/2013

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of

Spartanburg

in the following particulars:

DESCRIPTION OF OFFENSE: Vehicle / False report of stolen vehicle

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

That on October 30, 2013 in the county of Spartanburg one Jack Randall Moore did file a false police report of a stolen vehicle: trailer that was in fact not stolen.

Warrant based upon police investigation. CTC

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Spartanburg

Affiant's Address 8045 Howard Street

Spartanburg, SC 29303-

Affiant's Telephone (864)503-4500

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 10/30/2013 defendant Jack Randall Moore

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of Spartanburg) as set forth below:

DESCRIPTION OF OFFENSE: Vehicle / False report of stolen vehicle

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable

Sworn to and subscribed before me

on 11/12/2013

Signature of Issuing Judge William Robby Chumley

Judge Code: 7165

Judge's Address Spartanburg County Judicial Center

Spartanburg, SC 29306-5221

Judge's Telephone (864)596-2228

Issuing Court: ☒ Magistrate ☐ Municipal ☐ Circuit

ORIGINAL

ORIGINAL

ORIGINAL

ORIGINAL

Form Approved by
S.C. Attorney General
April 21, 2003
SCCA 518P.113
who

Last Will and Testament

Greenville County
Probate Court

2013 NOV 21 AM 10:03

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Introductory Clause. I, MELVIN J. STEWART, a resident of and domiciled in the County of Greenville and State of South Carolina do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

ITEM I.

I give and devise all of my property, both real and personal, of every kind and nature and wherever situate, of which I may die seized or possessed, including all property acquired by me or to which I may become entitled after the execution of this Will, in fee simply to Jack R. Moore, if he survives me. If Jack R. Moore does not survive me, then I give and devise all of said property to Mrs. Jack R. Moore.

ITEM II.

I hereby nominate, constitute and appoint Jack R. Moore, as Personal Representative of this my Will and I direct that he shall serve without bond or security. If for any reason he is unable or unwilling to serve or continue to serve, then I hereby nominate, constitute and appoint as substitute or successor Personal Representative Mrs. Jack R. Moore, and direct that she shall serve without bond or security.

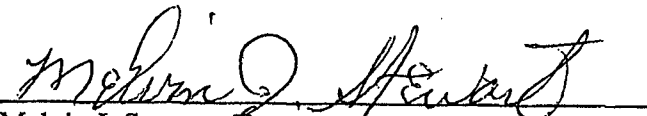
ITEM III.

If any beneficiary or I should die under such circumstances as would render it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of

MJS

this my Will that said beneficiary predeceased me.

IN WITNESS WHEREOF, I, Melvin J. Stewart, the Testator, sign my name to this instrument this 24 day of Oct, 2013, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


Melvin J. Stewart, Testator

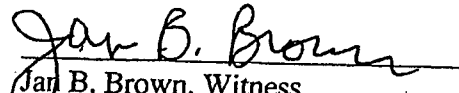
FILED

APR - 3 2014

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

GREENVILLE COUNTY
ATTESTATION PROBATE COURT

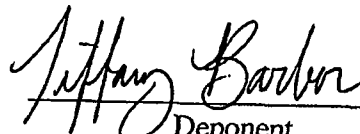
I declare under penalty of perjury that I, Jan B. Brown, along with O. W. Bannister, witnessed Melvin J. Stewart execute his Last Will and Testament on October 24, 2013, that Melvin J. Stewart signed his Last Will and Testament in my presence, and that Melvin J. Stewart appeared to be of sound mind and under no duress, fraud or undue influence.


Jan B. Brown, Witness

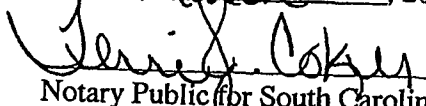
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared Deponent and made oath that Deponent saw the within named Jan B. Brown sign, seal and as her act and deed deliver the within Attestation and that Deponent witnessed the execution thereof.


Deponent

SWORN to before me this 25th
day of March, 2014.

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 1-16-18

PROOF OF WILL

State of South Carolina)
)
 County of Greenville)

Self-Proving Affidavit

We, Melvin J. Stewart, and OW BANNER, the Testator and at least one of the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Testator signed and executed the instrument as his Last Will and that he had signed willingly (or willingly directed another to sign for him) and that he executed it as his free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the Testator, signed the Will as witness and to the best of our knowledge the Testator was at that time eighteen years of age or older, of sound mind, and under no constraint or undue influence.

see affidavit
 of Jan Brown
 regarding Will
 execution

Melvin J. Stewart
 Melvin J. Stewart

OW Banner
 Witness

Subscribed, sworn to, and acknowledged before me by Melvin J. Stewart, the Testator, and subscribed and sworn to before me by OW Banner, witness, this 24 day of October, 2013.

Jan B. Brown (Seal)
 Notary Public for South Carolina
 My Commission Expires: March 4, 2021

Guendall SC

October 24, 2013

I, Melvin Stewart, state as follows:

1. I own a 1998 Peterbilt truck.
2. I own a 1996 Peterbilt truck.
3. I will furnish the VIN number to be added to this statement.
4. All the tools and clothes in the truck are mine as well as the CB radio and electronics.
5. Ellen Deanna Bradley will claim these items but they do not belong to her.

Melvin Stewart
Melvin Stewart

Sworn to before me this 24th day of
October, 2013.

Bill Bannick
My commission expires April 13, 2014