

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Richland County
Doyet A. Early III, Circuit Court Judge
Case No. 2008-CP-40-6656
Appellate Case No. 2014-002029

RECEIVED

SEP 16 2016

SC Court of Appeals

John R. Rakowsky, Respondent

v.

Law Offices of Adrian L. Falgione, LLC, James Spencer,
Estate of Doris Holt, Nick Williams on behalf of RSC,
Irene Santacroce, Rodney Keith Lail, Marguerite Stephens
Ricky Stephens, Michael Hartness, Horry County, SC,
Eugene Chewing, and Glenn W. Harrison,
Defendants,

Of whom James Spencer, Irene Santacroce, Rodney Keith
Lail, and the Estate of Doris Holt are the
Appellants.

SUPPLEMENTAL RECORD ON APPEAL

Desa Ballard
Harvey M. Watson III
BALLARD & WATSON
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone 803.796.9299
ATTORNEYS FOR RESPONDENT

Michael G. Sribnick, M.D., J.D.
Michael G. Sribnick, M.D., J.D., LLC
3 Kenilworth Avenue
Charleston, South Carolina 29403
Telephone 843.789.3504

ATTORNEY FOR APPELLANTS IRENE
SANTACROCE, RODNEY LAIL
AND ESTATE OF DORIS HOLT

James B. Spencer, *Pro Se*
7001 Saint Andrews Road Box 183
Columbia, South Carolina 29212

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Certificate of Counsel

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

JUDGM T IN A CIVIL CASE

CASE NUMBER: **2008CP4006656**

John R Rakowsky

Southern Holdings Inc

Law Max Legal Finance

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (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 PUBLIC 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
		\$
		\$
		\$

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

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

Circuit Court Judge _____

Judge Code _____

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 18 September 2014 to attorneys of record or to parties (when appearing pro se) as follows:

Desa Ballard

Ernest H Morton Jr
Andrew F. Lindemann
James Brian Spencer
Irene Santaeroce

Linda Wilamson Lawrence
Adrian Lee Falgione
Rodney Keith Lail
James Brian Spencer

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

Janette W. McBride

For Clerk of Court Office Use Only

This judgment was entered on the 18th day of Sept, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this 18th day of Sept, 2014 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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.

Supp. ROA 0002

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: **2008CP4006656**

John R Rakowsky

Southern Holdings Inc

Law Max Legal Finance

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. No. Suit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court

ORDER INFORMATION

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

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

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

Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 30 December 2014 to attorneys of record or to parties (when appearing pro se) as follows:

Desa Ballard

Ernest H Morton Jr
Andrew F. Lindemann
James Brian Spencer
Irene Santacroce

Linda Wilamson Lawrence
Adrian Lee Falgione
Rodney Keith Lail
James Brian Spencer

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

Janette W. McBride

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

Case No. 2008-CP-40-6656

John R. Rakowsky)

Plaintiff,)

vs.)

**AFFIDAVIT OF
MARA T. BALLARD, CFE, CMA**

Adrian L. Falgione, James Spencer, Doris)
Holt, Rodney Keith Lail, Irene Santacroce,)
Marguerite Stephens and Ricky Stephens,)
Michael Hartness, Horry County, S.C.,)
Eugene G. Chewing, and Glenn W. Harrison)

Defendants.)

2014 MAY 28 AM 9:25
JEANNETTE W. MOORE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

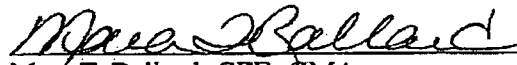
Personally appeared before me, Mara T. Ballard, who being duly sworn, deposes and says that:

1. I am over the age of eighteen years and am competent to state the matters which are set forth herein. I have personal knowledge of the matters stated herein, except as to those matters stated on information and belief, and as to those, I have a good faith belief regarding the accuracy thereof.
2. I am a Certified Fraud Examiner, Forensic Accountant and Certified Management Accountant and have been employed by Desa Ballard, PA d/b/a Ballard & Watson, Attorneys at Law, f/k/a Ballard Watson Weissenstein, f/k/a Law Offices of Desa Ballard since 2000. My *Curriculum Vitae* is provided as Exhibit D. I regularly assist in reviews of lawyer trust accounts as part of the representation to attorneys offered by the firm and provide conclusions based on my expertise and the review of relevant trust account documents.
3. As part of the firm's representation of Mr. Rakowsky, which began in February 2008, when Las Vegas attorney Ron Serota filed a complaint against Mr. Rakowsky with the Office of Disciplinary Counsel, I have reviewed the trust account records of the Plaintiff as they pertain to Mr. Rakowsky's representation of plaintiffs in the underlying matter of Southern Holdings et al. v. Horry County, Case No. 4:02-cv-1859-RBH (hereafter "the civil litigation.").
4. As part of my review, I have reviewed Mr. Rakowsky's file on the civil litigation as well as bank statements and cleared checks for his attorney trust account (account ending in 1313) the period June 2005, to July 2008¹.

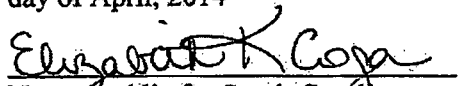
¹ Statements for January 2006 and July 2006 were missing and unavailable for review.

5. Based on his trust account records and the file, Mr. Rakowsky received a total of \$67,500.00 as advanced litigation funds from Lit Funding and Resolution Settlement Corporation for the civil litigation. None of the advanced funds came from James Spencer or Southern Holdings.
6. Attached as Exhibit A is my accounting reconstruction of all transactions for the civil case reflecting the receipt and disbursement of \$67,500.00 from Mr. Rakowsky's trust account. When Mr. Rakowsky initially retained our firm, Southern Holdings' (James Spencer) trust ledger indicated an ending balance of \$9,855.55 (Exhibit B attached). Those funds were transferred to Ms. Ballard's trust account in May, 2008. Exhibit A also contains copies of the source documents and / or cancelled checks that I have been able to locate which support the expenditures made by Mr. Rakowsky.
7. At Ms. Ballard's instructions, on December 17, 2008, we issued Check No. 1892 from Ms. Ballard's trust account payable to Eugene G. Chewning, Jr., PhD, CPA after confirmation by Mr. Rakowsky this was a legitimate cost in the civil litigation. The current balance of the remaining advanced litigation funds in Ms. Ballard's trust account is \$7,691.78.
8. There is no evidence in Mr. Rakowsky's file or his trust account records that he ever received any funds, or specifically, thirty-five thousand dollars (\$35,000), from an entity named Law Max. We did locate documents attached as Exhibit C, which evidence the funding of this loan. However, there is no evidence Mr. Rakowsky ever received any funds from Law Max.

Further, deponent sayeth not.


Mara T. Ballard, CFE, CMA

April 17, 2014
Lexington County, SC

Sworn to before me this 17th
day of April, 2014

Notary public for South Carolina
My Commission expires: 11-1-23

Law Offices of John R. Rakowsky
Client Trust Ledger

EXHIBIT A

Client: Southern Holdings, et. al. (James Spencer)

Deposits:

<u>Date:</u>	<u>Source:</u>	<u>Amount:</u>
6/21/2005	LitFunding	\$42,500.00
6/30/2005	RSC	25,000.00
	Total Deposits	<u>\$67,500.00</u>

Expenses:

<u>Date:</u>	<u>Payee</u>	<u>CK #</u>	<u>Amount</u>	<u>Notes:</u>
6/23/2005	Corporate Financial Group	157	\$ 1,250.00	Reimburse Serota for Payment to Smith Economics Group, LTD
6/30/2005	US Postmaster	158	13.65	Cain
6/30/2005	Forensic Tap Analysis	159	11,000.00	S. Cain - Payment on Account
7/1/2005	Ronald Serota	160	1,050.00	Expenses to Serota
7/1/2005	John R. Rakowsky	161	413.00	Partial Reimbursement for Copier / Printer and Accessories
7/11/2005	IKON	162	305.15	Copies Inv L0705070094
7/11/2005	Mark Hardee	163	150.00	Costs to prior counsel
7/12/2005	Garber Reporting	164	379.45	Invoice 07-05-125
7/12/2005	Garber Reporting	165	508.80	Invoice 07/05/130
7/13/2005	IKON	166	418.49	Copies Inv L0705070133
7/21/2005	IKON	167	69.63	Copies Inv L0705070180
7/19/2005	US Postmaster	168	50.65	Postage / Copies
7/19/2005	Brian Holt	169	2,500.00	Personal Advance
7/27/2005	Kimberly Sellers	170	1,780.00	Paralegal Work
8/11/2005	US Court of Appeals	171	170.00	Filing Fee - Serota Admission
8/24/2005	John R. Rakowsky	172	78.53	ATT Long Distance
9/2/2005	Mary Beth Collier, PHd	173	2,055.00	Consultant Fee
9/2/2005	Eugene G. Chewning	174	6,306.25	Consultant Fee
9/6/2005	Cash for Postage	178	37.00	Postage
9/2/2005	Glenn Harrison	179	6,094.00	Consultant Fee
10/17/2005	James Spencer	186	5,000.00	Personal Advance
2/23/2006	Gibson Moore Appellate	216	361.28	Invoice 280 from Mark Hardee
3/7/2006	John Rakowsky	219	200.00	Costs Advanced
6/5/2006	John Rakowsky	233	1,000.00	Costs Advanced
8/8/2006	John Rakowsky	247	405.97	Costs Advanced
10/9/2006	Allen Geoghan	261	500.00	Videos
12/6/2006	John Rakowsky	277	500.00	Costs Advanced
12/15/2006	James Spencer	287	750.00	Personal Advance
2/7/2007	James Spencer	307	1,500.00	Personal Advance
2/9/2007	John O'Leary	319	3,000.00	Consultant Fee
3/1/2007	Forensic Tape Analysis	325	900.00	Pre Deposition Preparation Fee

Supp. ROA 0006

MTB0003

3/9/2007 James Spencer	326	1,600.00	Personal Advance
3/15/2007 James Spencer	329	1,200.00	Personal Advance
4/13/2007 Adrian Falgione	341	600.00	Costs Advanced
4/18/2007 John R. Rakowsky	342	1,000.00	Costs Advanced
5/8/2007 Al Cannon	357	800.00	Consultant Fee
6/12/2007 Adrian Falgione	369	650.00	Costs Advanced
6/25/2007 Southern Reporting	376	283.40	Invoice 280PR1
6/28/2007 Spectrum Reporting	377	100.00	Invoice 3657
6/25/2007 Rose Reporting	378	291.20	Invoice 6727
6/28/2007 Creel Reporting	379	100.00	Invoice 07-606
6/28/2007 Spectrum Reporting	380	445.00	Invoice 3579
6/28/2007 Williams Reporting	381	144.00	Invoice 07-127-EL
6/28/2007 Document Technologies	382	108.40	Invoice 20602
10/7/2007 Spectrum Reporting	392	135.50	Invoice 3690
10/16/2007 O'Leary and Assoc.	393	1,106.40	Consultant Fee
12/14/2007 John Rakowsky	400	333.40	Costs Advanced (Partial Ck)
Total Checks		\$57,644.15	
Remaining Litigation Funds		9,855.85	
Difference		\$ -	

Office Expenses

Copying	\$ 358.62
Filing Fees	350.00
Postage	10.00
Travel	697.50
Supplies	425.78
Telephone LD	659.16
Common Wealth Ct Reporter	938.31
Less Cks For Costs (above)	(3,439.37)
Total Office Expenses	\$ -

Supp. ROA 0007

MTB0004

Law Offices of John R. Rakowsky

LitFunding Analysis

<u>Loans:</u>	<u>Amount</u>
LFC 101, LLC Agreement	\$ 47,500.00
LFC 104, LLC Agreement	2,500.00
Total Amount of Loans	<u>\$ 50,000.00</u>
Less: 1st Choice Payoff	(7,500.00)
Net Amount of Loans	<u>\$ 42,500.00</u>

<u>LitFunding Checks Received for Loans</u>	
LFC 101, LLC CK 1006	\$ 40,375.00
LFC 104, LLC CK 105	2,125.00
Net Amount of Loans	<u>\$ 42,500.00</u>



LFC 101, LLC

1006

Law Office of John Rakowsky

6/20/2005

40,375.00

Southwest USA						TOTAL	40,375.00

Printed using Amerisat

LFC 104, LLC

105

Law Office of John Rakowsky

6/20/2005

2,125.00

Southwest USA Bank						TOTAL	2,125.00

Printed using Amerisat

Supp. ROA 0009

MTB0006



Supp. ROA 0011

MTB0008

RECEIPT Drawer: 1172
Trans#: 17

6/21/05
9:14:40

Total Deposit

\$42500.00

Certain check deposits may not be available for immediate withdrawal.

Form 1801

Security Federal Bank

P.O. BOX 810 • AIKEN, SOUTH CAROLINA 29802

Date **6/30/05**
Primary Account
Enclosures

Page **1**

JOHN R RAKOWSKY ATTORNEY AT LAW
IOLTA
PO BOX 3593
WEST COLUMBIA SC 29171

SUMMARY:

ACCOUNT NUMBER	ACCOUNT TITLE	CURRENT BALANCE	ENCLOSURES
[REDACTED]	PROPRIETORSHIP CKG	66,261.12	2

PROPRIETORSHIP CKG
Account Number
Previous Balance
 3 Deposits/Credits
 3 Checks/Debits
Service Charge
Interest Paid
Current Balance

Number of Enclosures **2**
Statement Dates 6/01/05 thru 6/30/05
Days in the statement period **30**
Average Ledger
Average Collected
Interest Earned
Annual Percentage Yield Earned
2005 Interest Paid

ACTIVITY IN DATE ORDER

DATE	DESCRIPTION	AMOUNT	BALANCE
6/03	Debit	[REDACTED]	[REDACTED]
6/21	Deposit	42,500.00	42,508.50
6/30	Deposit	25,000.00	67,508.50
6/30	Check 157	1,250.00-	66,258.50

--- CHECKS IN NUMBER ORDER ---

DATE	CHECK NO	AMOUNT
6/30	157	1250.00

* DENOTES MISSING CHECK NUMBERS

INTEREST RATE SUMMARY

DATE	RATE
6/22	0.2500%

Supp. ROA 0012

MTB0009



LITFUNDING USA
3700 PECOS MCLEOD, SUITE 100
LAS VEGAS, NV 89121
T: (702) 317-1610 · F: (702) 317-1611

September 8, 2005

John Rakowsky, Esq.
LAW OFFICE OF JOHN RAKOWSKY
900 12th Street
Cayce, SC 29033

Dear Mr. Rakowsky:

Enclosed are copies of the fully executed Contingent Advance and Security Agreements for the case of *James Spencer, et al. v. Horry County, et al.*

Please retain these for your records. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Vera Stein
Director of Client Oversight and
Risk Management
LitFunding USA
Phone: (702) 317-1610
Fax: (702) 317-1611

Supp. ROA 0013

MTB0010

CONTINGENT ADVANCE AND SECURITY AGREEMENT
(NR)

ELC 10 LLC, a Nevada Corporation, and the **LAW OFFICE OF JOHN RAKOWSKY and John Rakowski ("Attorney")** hereby enter into this Contingent Advance And Security Agreement on this 21st day of June 2005, for good and valuable consideration.

Section One: Definitions

1.1 **Advance.** As used herein the term "Advance" means the sum of forty seven thousand five hundred dollars (\$47,500.00) advanced to Attorney pursuant to this Agreement, less any fees or commissions payable from this sum with the consent of Attorney.

1.2 **Agreement.** As used herein the term "Agreement" refers to this Contingent Advance And Security Agreement, together with the attached Declaration of Attorney and Client Consent Form.

1.3 **Claims.** As used herein the term "Claims" refers to any and all causes of action, claims for relief, recovery rights, or rights to payment of any kind stated by the Plaintiff in the Lawsuit, incorporated into the Lawsuit by later amendment, or included in any other lawsuit seeking relief on the same Claims, whether filed by the Plaintiff, or by any assignee, or successor-in-interest to the Plaintiff.

1.4 **Fee.** As used herein the term "Fee" refers to the applicable amount indicated in the table below:

Payment Time Frame	Fee Amount
A. If the Advance is paid in full on or before July 21, 2005	\$7,125.00
B. If the Advance is paid in full after July 21, 2005 but before August 21, 2005	\$14,250.00
C. If the Advance is paid in full after August 21, 2005 but before September 21, 2005	\$21,375.00
D. If the Advance is paid in full after September 21, 2005 but before October 21, 2005	\$28,500.00
E. If the Advance is paid in full after October 21, 2005 but before November 21, 2005	\$35,625.00
F. If the Advance is paid in full any time after November 21, 2005 it will continue to increase at the rate of 15% per month.	15% per month

1.5 **Lawsuit.** As used herein the term "Lawsuit" refers to the action entitled James Spencer, et al. v. Horry County, et al., bearing Case No. 402185927, which is pending in the United States District Court, District of South Carolina, Florence Division, inclusive of any future amended, or later filed or re-filed versions of the same.

1.6 **Plaintiff.** As used herein the term "Plaintiff" refers to James Spencer, et al.

1.7 **Recovery.** As used herein the term "Recovery" refers to any payments, or other consideration of any kind, paid to, or for the benefit of, the Plaintiff or Attorney, on account of the Claims, whether obtained through the Lawsuit, or through any later action or proceeding where the

judgment, settlement, or other relief is obtained on account of the Claims, whether by Plaintiff, or any assignee or other holder of the Claims.

1.8 **Attorney Recovery.** As used herein the term "Attorney Recovery" is forty percent (40%) of the Recovery, whether or not these funds are actually paid to the Attorney for services rendered to Plaintiff.

Section Two: Amount And Terms of Advance

2.1 LFC 101, LLC agrees to make an Advance to Attorney in the amount of forty seven thousand five hundred dollars (\$47,500.00) to fund the costs associated with the pursuit of a Recovery on account of the Claims, subject to the terms and conditions provided for herein. Once LFC 101, LLC has tendered the Advance in good funds, and Attorney has accepted the same, ~~then~~ LFC 101, LLC's obligations under this contract are fully performed.

2.2 Within three (3) business days of the Attorney's receipt of Recovery, Attorney shall pay to LFC 101, LLC a sum equal to the lesser of the following two amounts (the "Payment Obligation"):

- A. The Advance plus the accrued Fee; or
- B. An amount equal to the Attorney Recovery.

If for any reason no Recovery is generated on the Claims, then Attorney shall have no further liability hereunder except as otherwise provided herein.

2.3 ATTORNEY ACKNOWLEDGES AND AGREES THAT THE TERM "ATTORNEY RECOVERY" AS DEFINED HEREIN IS FORTY PERCENT (40%) OF THE RECOVERY ON THE CLAIMS, *WHETHER OR NOT THIS SUM IS ACTUALLY PAID TO ATTORNEY BY PLAINTIFF*. STATED OTHERWISE ATTORNEY RECOGNIZES AND ACKNOWLEDGES THAT ALTHOUGH THE PAYMENT OBLIGATION IS CONTINGENT UPON THE AMOUNT OF THE RECOVERY, IT IS NOT CONTINGENT UPON WHETHER OR NOT ATTORNEY ACTUALLY OBTAINS PAYMENT FROM THE PLAINTIFF FOR HIS FEES AND COSTS. IF A RECOVERY IS OBTAINED ON THE CLAIMS, THEN THE PAYMENT OBLIGATION (the lesser of the Advance plus the accrued Fee, or an amount equal to the Attorney Recovery) MUST BE PAID BY ATTORNEY, NOTWITHSTANDING ANY PAYMENT PROBLEMS THAT ATTORNEY MAY EXPERIENCE WITH PLAINTIFF.

2.4 Attorney and Plaintiff agrees to notify LFC 101, LLC within one (1) day of the payment of any Recovery, and to hold any Recovery in a separate state bar mandated interest bearing trust account for LFC, 101, LLC until the Payment Obligation is paid in full.

Section Three: Lien Rights

3.1 Attorney hereby grants LFC 101, LLC a first priority lien against any and all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to Plaintiff, or any successor-in-interest to Plaintiff, relating to the pursuit of the Claims. The lien shall also encumber the proceeds of the foregoing. The foregoing lien shall secure all obligations hereunder, including but not limited to the Payment Obligation. LFC 101, LLC is hereby authorized to file a UCC-1 with the applicable Secretary of State, or to take any other action reasonably necessary to duly perfect this lien.

3.2 Attorney agrees that any lien in favor of Attorney against the Recovery for fees and costs is assigned to LFC 101, LLC as additional collateral.

Section Four: Representations And Warranties

- 4.1 Attorney represents and warrants that Attorney has investigated other funding alternatives, and has independently determined that the Fee being charged for the Advance is reasonable.
- 4.2 Attorney represents and warrants that to the best of Attorney's knowledge, in the exercise of reasonable prudence, Plaintiff possesses full, complete and unencumbered rights to the Recovery, and intends to retain such rights during the terms of this Agreement.
- 4.3 Attorney represents and warrants that Attorney has accurately represented the status of the Lawsuit and further represents that neither the Plaintiff, nor any of the defendants, are currently in bankruptcy, receivership or liquidation.
- 4.4 Attorney represents and warrants that Attorney fully understands that the Advance made hereunder is not a recourse loan, but a non-recourse financial transaction pursuant to which the funds are materially at risk.

Section Five: Withdrawal/Rescission

- 5.1 If Attorney is replaced as counsel for Plaintiff in the Lawsuit, for any reason, Attorney must immediately notify LFC 101, LLC of said substitution.
- 5.2 In the event Attorney is replaced as counsel by Plaintiff, LFC 101, LLC shall have the unilateral right to rescind this Agreement. If LFC 101, LLC chooses rescission, then Attorney shall immediately pay to LFC 101, LLC the amount of the Advance plus ten percent (10%) interest thereon from the date of the Advance. Alternatively, LFC 101, LLC can retain its rights hereunder, including its lien rights.
- 5.3 If LFC 101, LLC discovers that any of the material information provided by Attorney regarding the Claims or the Lawsuit is not truthful, honest or complete, or that any of the Claims in the Lawsuit are illegal or asserted in bad faith, LFC 101, LLC shall have the right to rescind this Agreement. If LFC 101, LLC chooses rescission on this basis, then Attorney shall immediately pay to LFC 101, LLC the amount of the Advance, plus the Fee.

Section Six: Miscellaneous

- 6.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and any modifications thereto must be in writing and signed by both parties.
- 6.2 Attorney has read, understands, and agrees to all of the terms, promises, authorizations and instructions set forth herein and understands, and agrees to all of the terms, promises, authorizations and instructions set forth in this Agreement.
- 6.3 By executing the Agreement, Attorney acknowledges receipt of the Advance, and LFC 101, LLC's consequent full performance of its obligations hereunder.
- 6.4 This agreement shall inure to the benefit of and be binding upon and enforceable against the parties hereto and their successors and assigns.
- 6.5 Each of the parties hereto agrees to execute and deliver, or cause to be executed and delivered, all such instruments, and to take all such actions as the other party may reasonably request which are reasonably necessary to effectuate the intent and purposes of this Agreement, all at the sole expense of the requesting party.

6.6 In the event that LFC 101, LLC is required to take any legal action to interpret or to enforce the terms of this Agreement, then LFC 101, LLC shall be entitled to recover the full amount of any attorneys fees and costs incurred, whether or not a legal action is commenced.

6.7 The parties to this Agreement, and each of them, hereby represent and warrant that they have the full authority to execute this Agreement and to fully bind the respective parties to each and all of the terms and conditions set forth herein.

6.8 This Agreement constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to the subject matter of this agreement, and supersedes all negotiations, prior discussions, and preliminary agreements.

6.9 This Agreement was jointly prepared through negotiations of the parties, and the provisions of the agreement are not to be strictly or liberally construed for or as against any of the parties.

6.10 The parties agree that this agreement shall be interpreted and construed under the laws of the State of Nevada. All parties agree that in the event any dispute arises over the interpretation or enforcement of this Agreement, jurisdiction over the matter and the parties shall only be appropriate in Clark County, Nevada, unless LFC 101, LLC consents in writing to have such dispute heard in another jurisdiction.

6.11 This Agreement may be executed in counterparts and each counterpart shall be effective as an original.

LFC 101, LLC
a Nevada corporation

By: Morton Reed
Name: Morton Reed
Title: Chief Executive Officer
Date: 6/21/05

LAW OFFICE OF JOHN RAKOWSKY

By: John Rakowsky
Name: John Rakowsky
Date: 6/20/05

Attorney
(Initial) JR

Jun 17 05 01:50p Corporate Law Center
JUN 17 2005 1:36PM ATTORNEY AT LAW

702-925-73
803-794-2788

P.1
P.2

6.6 In the event that LFC 101, LLC is required to take any legal action to interpret or to enforce the terms of this Agreement, then LFC 101, LLC shall be entitled to recover the full amount of any attorneys fees and costs incurred, whether or not a legal action is commenced.

6.7 The parties to this Agreement, and each of them, hereby represent and warrant that they have the full authority to execute this Agreement and to fully bind the respective parties to each and all of the terms and conditions set forth herein.

6.8 This Agreement constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to the subject matter of this agreement, and supersedes all negotiations, prior discussions, and preliminary agreements.

6.9 This Agreement was jointly prepared through negotiations of the parties, and the provisions of the agreement are not to be strictly or liberally construed for or as against any of the parties.

6.10 The parties agree that this agreement shall be interpreted and construed under the laws of the State of Nevada. All parties agree that in the event any dispute arises over the interpretation or enforcement of this Agreement, jurisdiction over the matter and the parties shall only be appropriate in Clark County, Nevada, unless LFC 101, LLC consents in writing to have such dispute heard in another jurisdiction.

6.11 This Agreement may be executed in counterparts and each counterpart shall be effective as an original.

LFC 101, LLC
a Nevada corporation

By: Morton Reed

Name: Morton Reed

Title: Chief Executive Officer

Date: 6/21/05

LAW OFFICE OF JOHN RAKOWSKY

By: _____

Name: John Rakowsky

Date: _____

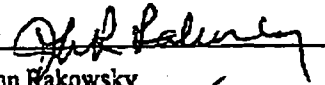
Attorney
(Initial) _____

Paul Smith Attorney
for Corporate Law Center
6/17/05

EXHIBIT "A" - DECLARATION

1. I, John Rakowsky hereby declare and state as follows:
 2. I am an attorney licensed to practice before the courts of the State of South Carolina.
 3. I am the attorney of record for James Spencer, et. al., the plaintiff (the "Plaintiff") in that certain Lawsuit more fully described James Spencer, et. al. v. Horry County, et. al., bearing Case No. 402185927, which is pending in the United States District Court, District of South Carolina, Florence Division (the "Lawsuit").
 4. I have considered, and sought out other potential funding options and consider the Advance set forth herein to be reasonable under the circumstances.
 5. I fully understand the terms under which the Advance is being provided, all as set forth in the Contingent Advance And Security Agreement (the "Agreement"), and I agree to abide by and comply with the terms of this Agreement.
 6. The Plaintiff understands the terms under which the Advance is being provided, all as set forth in the Agreement
 7. The Plaintiff has expressly consented to this contractual arrangement, has consented to the lien being granted LFC 104, LLC herein against all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to Plaintiff, or any successor-in-interest to Plaintiff, relating to pursuit of the Claims. This lien shall also encumber the proceeds of the foregoing. The Plaintiff's consent appears in the duly executed *Client Consent Form* attached hereto.
 8. I understand that your company will advance monies to me/my firm to use as I see fit to pay the costs associated with the pursuit of the Claims. I also understand that this transaction is not a loan, but an investment that involves substantial risk and repayment is not guaranteed.
- I declare under penalty of perjury under the laws of the State of Nevada and the United States that the foregoing is true and correct.

LAW OFFICE OF JOHN RAKOWSKY

By: 
Name: John Rakowsky
Date: 6/20/05

Attorney 
(Initial)

EXHIBIT "A" - DECLARATION

1. I, John Rakowsky hereby declare and state as follows:
 2. I am an attorney licensed to practice before the courts of the State of South Carolina.
 3. I am the attorney of record for James Spencer, et. al., the plaintiff (the "Plaintiff") in that certain Lawsuit more fully described James Spencer, et. al. v. Horry County, et. al., bearing Case No. 402185927, which is pending in the United States District Court, District of South Carolina, Florence Division (the "Lawsuit").
 4. I have considered, and sought out other potential funding options and consider the Advance set forth herein to be reasonable under the circumstances.
 5. I fully understand the terms under which the Advance is being provided, all as set forth in the Contingent Advance And Security Agreement (the "Agreement"), and I agree to abide by and comply with the terms of this Agreement.
 6. The Plaintiff understands the terms under which the Advance is being provided, all as set forth in the Agreement.
 7. The Plaintiff has expressly consented to this contractual arrangement, has consented to the lien being granted LFC 101, LLC herein against all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to Plaintiff, or any successor-in-interest to Plaintiff, relating to pursuit of the Claims. This lien shall also encumber the proceeds of the foregoing. The Plaintiff's consent appears in the duly executed Client Consent Form attached hereto.
 8. I understand that your company will advance monies to me/my firm to use as I see fit to pay the costs associated with the pursuit of the Claims. I also understand that this transaction is not a loan, but an investment that involves substantial risk and repayment is not guaranteed.
- I declare under penalty of perjury under the laws of the State of Nevada and the United States that the foregoing is true and correct.

LAW OFFICE OF JOHN RAKOWSKY

By: _____

Name: John Rakowsky

Date: _____

John Rakowsky Esq.
Re Corporate Law Center
6/17/05 *Page 5 of 5*

Attorney (Initial) _____

CLIENT CONSENT FORM

I, James Spencer, hereby declare and state that I have reviewed the attached Contingent Advance And Security Agreement (the "Agreement"), or my Attorney has reviewed this agreement and I am prepared to rely upon his review and advice. I hereby authorize my Attorney to enter into this agreement, and I authorize Attorney to grant LFC 104, LLC a first priority lien against all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to me, or to my successors-in-interest, relating to the pursuit of the Claims. I further agree that Attorney is authorized to assign any attorneys lien that he holds against the Claim to LFC 104, LLC as security for Attorney's obligations under the Agreement.

By: James Spencer

Name: JAMES SPENCER

Date: 06-20-05

CONTINGENT ADVANCE AND SECURITY AGREEMENT (NR)

LFC-104 LLC, a Nevada Corporation, and the **LAW OFFICE OF JOHN RAKOWSKY** and **John Rakowski ("Attorney")** hereby enter into this Contingent Advance And Security Agreement on this 21st day of June 2005, for good and valuable consideration.

Section One: Definitions

- 1.1 **Advance.** As used herein the term "Advance" means the sum of two thousand five hundred dollars (\$2,500.00) advanced to Attorney pursuant to this Agreement, less any fees or commissions payable from this sum with the consent of Attorney.
- 1.2 **Agreement.** As used herein the term "Agreement" refers to this Contingent Advance And Security Agreement, together with the attached Declaration of Attorney and Client Consent Form.
- 1.3 **Claims.** As used herein the term "Claims" refers to any and all causes of action, claims for relief, recovery rights, or rights to payment of any kind stated by the Plaintiff in the Lawsuit, incorporated into the Lawsuit by later amendment, or included in any other lawsuit seeking relief on the same Claims, whether filed by the Plaintiff, or by any assignee, or successor-in-interest to the Plaintiff.
- 1.4 **Fee.** As used herein the term "Fee" refers to the applicable amount indicated in the table below:

Payment Time Frame	Fee Amount
A. If the Advance is paid in full on or before July 21, 2005	\$375.00
B. If the Advance is paid in full after July 21, 2005 but before August 21, 2005	\$750.00
C. If the Advance is paid in full after August 21, 2005 but before September 21, 2005	\$1,125.00
D. If the Advance is paid in full after September 21, 2005 but before October 21, 2005	\$1,500.00
E. If the Advance is paid in full after October 21, 2005 but before November 21, 2005	\$1,875.00
F. If the Advance is paid in full any time after November 21, 2005 it will continue to increase at the rate of 15% per month.	15% per month

1.5 **Lawsuit.** As used herein the term "Lawsuit" refers to the action entitled James Spencer, et al. v. Horry County, et al. bearing Case No. 402185927, which is pending in the United States District Court, District of South Carolina, Florence Division, inclusive of any future amended, or later filed or re-filed versions of the same.

1.6 **Plaintiff.** As used herein the term "Plaintiff" refers to James Spencer, et al.

1.7 **Recovery.** As used herein the term "Recovery" refers to any payments, or other consideration of any kind, paid to, or for the benefit of, the Plaintiff or Attorney, on account of the Claims, whether obtained through the Lawsuit, or through any later action or proceeding where the

judgment, settlement, or other relief is obtained on account of the Claims, whether by Plaintiff, or any assignee or other holder of the Claims.

1.8 Attorney Recovery. As used herein the term "Attorney Recovery" is forty percent (40%) of the Recovery, whether or not these funds are actually paid to the Attorney for services rendered to Plaintiff.

Section Two: Amount And Terms of Advance

2.1 LFC 104, LLC agrees to make an Advance to Attorney in the amount of two thousand five hundred dollars (\$2,500.00) to fund the costs associated with the pursuit of a Recovery on account of the Claims, subject to the terms and conditions provided for herein. Once LFC 104, LLC has tendered the Advance in good funds, and Attorney has accepted the same, then LFC 104, LLC's obligations under this contract are fully performed.

2.2 Within three (3) business days of the Attorney's receipt of Recovery, Attorney shall pay to LFC 104, LLC a sum equal to the lesser of the following two amounts (the "Payment Obligation"):

- A. The Advance plus the accrued Fee; or
- B. An amount equal to the Attorney Recovery.

If for any reason no Recovery is generated on the Claims, then Attorney shall have no further liability hereunder except as otherwise provided herein.

2.3 ATTORNEY ACKNOWLEDGES AND AGREES THAT THE TERM "ATTORNEY RECOVERY" AS DEFINED HEREIN IS FORTY PERCENT (40%) OF THE RECOVERY ON THE CLAIMS, *WHETHER OR NOT THIS SUM IS ACTUALLY PAID TO ATTORNEY BY PLAINTIFF.* STATED OTHERWISE ATTORNEY RECOGNIZES AND ACKNOWLEDGES THAT ALTHOUGH THE PAYMENT OBLIGATION IS CONTINGENT UPON THE AMOUNT OF THE RECOVERY, IT IS NOT CONTINGENT UPON WHETHER OR NOT ATTORNEY ACTUALLY OBTAINS PAYMENT FROM THE PLAINTIFF FOR HIS FEES AND COSTS. IF A RECOVERY IS OBTAINED ON THE CLAIMS, THEN THE PAYMENT OBLIGATION (the lesser of the Advance plus the accrued Fee, or an amount equal to the Attorney Recovery) MUST BE PAID BY ATTORNEY, NOTWITHSTANDING ANY PAYMENT PROBLEMS THAT ATTORNEY MAY EXPERIENCE WITH PLAINTIFF.

2.4 Attorney and Plaintiff agrees to notify LFC 104, LLC within one (1) day of the payment of any Recovery, and to hold any Recovery in a separate state bar mandated interest bearing trust account for LFC, 104, LLC until the Payment Obligation is paid in full.

Section Three: Lien Rights

3.1 Attorney hereby grants LFC 104, LLC a first priority lien against any and all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to Plaintiff, or any successor-in-interest to Plaintiff, relating to the pursuit of the Claims. The lien shall also encumber the proceeds of the foregoing. The foregoing lien shall secure all obligations hereunder, including but not limited to the Payment Obligation. LFC 104, LLC is hereby authorized to file a UCC-1 with the applicable Secretary of State, or to take any other action reasonably necessary to duly perfect this lien.

3.2 Attorney agrees that any Lien in favor of Attorney against the Recovery for fees and costs is assigned to LFC 104, LLC as additional collateral.

Section Four: Representations And Warranties

- 4.1 Attorney represents and warrants that Attorney has investigated other funding alternatives, and has independently determined that the Fee being charged for the Advance is reasonable.
- 4.2 Attorney represents and warrants that to the best of Attorney's knowledge, in the exercise of reasonable prudence, Plaintiff possesses full, complete and unencumbered rights to the Recovery, and intends to retain such rights during the terms of this Agreement.
- 4.3 Attorney represents and warrants that Attorney has accurately represented the status of the Lawsuit and further represents that neither the Plaintiff, nor any of the defendants, are currently in bankruptcy, receivership or liquidation.
- 4.4 Attorney represents and warrants that Attorney fully understands that the Advance made hereunder is not a recourse loan, but a non-recourse financial transaction pursuant to which the funds are materially at risk.

Section Five: Withdrawal/Rescission

- 5.1 If Attorney is replaced as counsel for Plaintiff in the Lawsuit, for any reason, Attorney must immediately notify LFC 104, LLC of said substitution.
- 5.2 In the event Attorney is replaced as counsel by Plaintiff, LFC 104, LLC shall have the unilateral right to rescind this Agreement. If LFC 104, LLC chooses rescission, then Attorney shall immediately pay to LFC 104, LLC the amount of the Advance plus ten percent (10%) interest thereon from the date of the Advance. Alternatively, LFC 104, LLC can retain its rights hereunder, including its lien rights.
- 5.3 If LFC 104, LLC discovers that any of the material information provided by Attorney regarding the Claims or the Lawsuit is not truthful, honest or complete, or that any of the Claims in the Lawsuit are illegal or asserted in bad faith, LFC 104, LLC shall have the right to rescind this Agreement. If LFC 104, LLC chooses rescission on this basis, then Attorney shall immediately pay to LFC 104, LLC the amount of the Advance, plus the Fee.

Section Six: Miscellaneous

- 6.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and any modifications thereto must be in writing and signed by both parties.
- 6.2 Attorney has read, understands, and agrees to all of the terms, promises, authorizations and instructions set forth herein and understands, and agrees to all of the terms, promises, authorizations and instructions set forth in this Agreement.
- 6.3 By executing the Agreement, Attorney acknowledges receipt of the Advance, and LFC 104, LLC's consequent full performance of its obligations hereunder.
- 6.4 This agreement shall inure to the benefit of and be binding upon and enforceable against the parties hereto and their successors and assigns.
- 6.5 Each of the parties hereto agrees to execute and deliver, or cause to be executed and delivered, all such instruments, and to take all such actions as the other party may reasonably request which are reasonably necessary to effectuate the intent and purposes of this Agreement, all at the sole expense of the requesting party.

6.6 In the event that LFC 104, LLC is required to take any legal action to interpret or to enforce the terms of this Agreement, then LFC 104, LLC shall be entitled to recover the full amount of any attorneys fees and costs incurred, whether or not a legal action is commenced.

6.7 The parties to this Agreement, and each of them, hereby represent and warrant that they have the full authority to execute this Agreement and to fully bind the respective parties to each and all of the terms and conditions set forth herein.

6.8 This Agreement constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to the subject matter of this agreement, and supersedes all negotiations, prior discussions, and preliminary agreements.

6.9 This Agreement was jointly prepared through negotiations of the parties, and the provisions of the agreement are not to be strictly or liberally construed for or as against any of the parties.

6.10 The parties agree that this agreement shall be interpreted and construed under the laws of the State of Nevada. All parties agree that in the event any dispute arises over the interpretation or enforcement of this Agreement, jurisdiction over the matter and the parties shall only be appropriate in Clark County, Nevada, unless LFC 104, LLC consents in writing to have such dispute heard in another jurisdiction.

6.11 This Agreement may be executed in counterparts and each counterpart shall be effective as an original.

LFC 104, LLC
a Nevada corporation

By: Morton Reed
Name: Morton Reed
Title: Chief Executive Officer
Date: 6/21/05

LAW OFFICE OF JOHN RAKOWSKY

By: John Rakowsky
Name: John Rakowsky
Date: 6/20/05

Attorney GR
(Initial)

JUN 17 05 01:50p Corporate Law Center
JUN 17 2005 1:36PM ATTORNEY AT LAW

702-921-8773
803-794-2788

P.1
P.7

6.6 In the event that LFC 101, LLC is required to take any legal action to interpret or to enforce the terms of this Agreement, then LFC 101, LLC shall be entitled to recover the full amount of any attorneys fees and costs incurred, whether or not a legal action is commenced.

6.7 The parties to this Agreement, and each of them, hereby represent and warrant that they have the full authority to execute this Agreement and to fully bind the respective parties to each and all of the terms and conditions set forth herein.

6.8 This Agreement constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to the subject matter of this agreement, and supercedes all negotiations, prior discussions, and preliminary agreements.

6.9 This Agreement was jointly prepared through negotiations of the parties, and the provisions of the agreement are not to be strictly or liberally construed for or as against any of the parties.

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6.11 This Agreement may be executed in counterparts and each counterpart shall be effective as an original.

LFC 101, LLC
a Nevada corporation

By: Morton Reed
Name: Morton Reed
Title: Chief Executive Officer
Date: 6/17/05

LAW OFFICE OF JOHN RAKOWSKY

By: _____
Name: John Rakowsky
Date: _____

Attorney _____
(Initial)

*Paul Smith Attorney
for Corporate Law Center
6/17/05*

EXHIBIT "A" - DECLARATION

1. I, John Rakowsky hereby declare and state as follows:
2. I am an attorney licensed to practice before the courts of the State of South Carolina.
3. I am the attorney of record for James Spencer, et. al., the plaintiff (the "Plaintiff") in that certain Lawsuit more fully described James Spencer, et. al. v. Horry County, et. al., bearing Case No. 402185927, which is pending in the United States District Court, District of South Carolina, Florence Division (the "Lawsuit").
4. I have considered, and sought out other potential funding options and consider the Advance set forth herein to be reasonable under the circumstances.
5. I fully understand the terms under which the Advance is being provided, all as set forth in the Contingent Advance And Security Agreement (the "Agreement"), and I agree to abide by and comply with the terms of this Agreement.
6. The Plaintiff understands the terms under which the Advance is being provided, all as set forth in the Agreement.
7. The Plaintiff has expressly consented to this contractual arrangement, has consented to the lien being granted LFC 101, LLC herein against all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to Plaintiff, or any successor-in-interest to Plaintiff, relating to pursuit of the Claims. This lien shall also encumber the proceeds of the foregoing. The Plaintiff's consent appears in the duly executed *Client Consent Form* attached hereto.
8. I understand that your company will advance monies to me/my firm to use as I see fit to pay the costs associated with the pursuit of the Claims. I also understand that this transaction is not a loan, but an investment that involves substantial risk and repayment is not guaranteed.

I declare under penalty of perjury under the laws of the State of Nevada and the United States that the foregoing is true and correct.

LAW OFFICE OF JOHN RAKOWSKY

By: John Rakowsky

Name: John Rakowsky

Date: 6/20/05

Attorney MR
(Initial)

JUN 20 2005 5:55PM ATTORNEY AT LAW
JUN 17 2005 1:36PM Corporate Law Center
ATTORNEY AT LAW

803-794-2788
702-92-8773
803-794-2788

P. 9
P. 2
P. 5

EXHIBIT "A" - DECLARATION

1. I, John Rakowsky hereby declare and state as follows:
 2. I am an attorney licensed to practice before the courts of the State of South Carolina.
 3. I am the attorney of record for James Spencer, et. al., the plaintiff (the "Plaintiff") in that certain Lawsuit more fully described James Spencer, et. al. v. Horry County, et. al., bearing Case No. 482185927, which is pending in the United States District Court, District of South Carolina, Florence Division (the "Lawsuit").
 4. I have considered, and sought out other potential funding options and consider the Advance set forth herein to be reasonable under the circumstances.
 5. I fully understand the terms under which the Advance is being provided, all as set forth in the Contingent Advance And Security Agreement (the "Agreement"), and I agree to abide by and comply with the terms of this Agreement.
 6. The Plaintiff understands the terms under which the Advance is being provided, all as set forth in the Agreement.
 7. The Plaintiff has expressly consented to this contractual arrangement, has consented to the lien being granted LFC 101, LLC herein against all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to Plaintiff, or any successor-in-interest to Plaintiff, relating to pursuit of the Claims. This lien shall also encumber the proceeds of the foregoing. The Plaintiff's consent appears in the duly executed *Client Consent Form* attached hereto.
 8. I understand that your company will advance monies to me/my firm to use as I see fit to pay the costs associated with the pursuit of the Claims. I also understand that this transaction is not a loan, but an investment that involves substantial risk and repayment is not guaranteed.
- I declare under penalty of perjury under the laws of the State of Nevada and the United States that the foregoing is true and correct.

LAW OFFICE OF JOHN RAKOWSKY

By: _____
Name: John Rakowsky
Date: _____

John Rakowsky Esq. for
Re Corporate Law Center
6/17/05

Attorney _____
(Initial: _____)

Supp. ROA 0028

MTB0025

CLIENT CONSENT FORM

I, James Spencer, hereby declare and state that I have reviewed the attached Contingent Advance And Security Agreement (the "Agreement"), or my Attorney has reviewed this agreement and I am prepared to rely upon his review and advice. I hereby authorize my Attorney to enter into this agreement, and I authorize Attorney to grant LFC 101, LLC a first priority lien against all receivables, contract rights, or payment rights of any kind, now in existence or hereafter arising in favor of Attorney, for legal services provided to me, or to my successors-in-interest, relating to the pursuit of the Claims. I further agree that Attorney is authorized to assign any attorneys lien that he holds against the Claim to LFC 101, LLC as security for Attorney's obligations under the Agreement.

By: James SpencerName: James SpencerDate: 06-20-05

June 16, 2005

To: Lit Funding

From: **Brian Spencer**

PMB 183 7001 Saint Andrews Rd.

Columbia, SC 29212

Phone; 803.348.3330, 843.421.2100, 803.781.4580

Fax; 702.736.8621

To Whom It Does Concern;

As the recipient of Presettlement Funding I want to thank you for providing ~~\$50,000.00~~ as an investment in the success of my case.

Prior to my case being presented for funding I agreed to pay 1st Choice Funding 20% of any funding amount I received as payment for the service they provide in securing funding. I am attaching the contractual agreement which outlines the conditions of my agreement. I understand Lit Funding provides as direct compensation 5% of the amount funded to 1st Choice which leaves me with the remaining 15% to be deducted out of my proceeds. ~~I am requesting a balance of \$7,500.00 be deducted as payment in full for the service provided and sent direct to 1st Choice Funding and send to my attorney the remaining balance of \$42,500.00~~

Cordially,

Brian Spencer
Brian Spencer

← a/k/a James Spenser
a/k/a James Spencer
a/k/a Brian Holt

J.R. Palumbo
Attorney at Law



LITFUNDING USA

3700 PECOS MCLEOD, SUITE 100

LAS VEGAS, NV 89121

T: (702) 317-1610 • F: (702) 317-1611

June 20, 2005

John Rakowsky, Esq.
Law Office of John Rakowsky
900 12th Street
Cayce, South Carolina 29033

RE: *James Spencer, et. al. v. Horry County, et. al.*

Dear Mr. Rakowsky:

Pursuant to the two Contingent Advance and Security Agreements dated June 21, 2005 for the above referenced case, enclosed are two checks totaling forty two thousand five hundred dollars (\$42,500.00). If I can be of further assistance, please do not hesitate to give me a call.

Sincerely,

Vera Stein
Director of Client Oversight and Risk Management
LitFunding USA

Supp. ROA 0031

MTB0028

Supp. ROA 0033

0770172805
This is a LEGAL COPY of
your check. You can use
it the same way you
would use the original
check.

RESOLUTION SETTLEMENT CORP
1000 W. FLAMINGO RD. SUITE 110-01
LAS VEGAS, NV 89119

DATE Jan 30 95

PAY TO THE ORDER OF John Rakowsky and J.G. Spence

Twenty five thousand and no/100 DOLLARS & CENTS

COLONIAL BANK
1000 W. FLAMINGO RD. SUITE 110-01
LAS VEGAS, NV 89119

FOR [Signature]

00000000000000000000

Attachment "Three"
2 of 3

MTB0030

Attachment "Three"
1 of 3

07/01/2005
07/01/2005
07/01/2005

[Handwritten signature]
[Handwritten signature]

DO NOT WRITE IN THESE SPACES

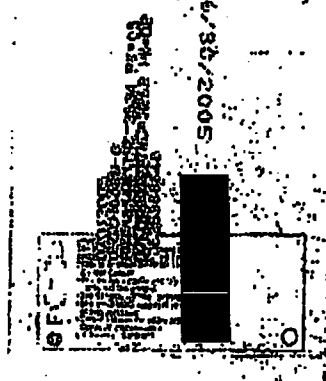
9933 90697

STANDARD

2005 07 0224

11 39 71

06/30/2005



Security Federal Bank

P.O. BOX 810 • AIKEN, SOUTH CAROLINA 29802

Date 6/30/05
Primary Account
Enclosures

Page 1
2

JOHN R RAKOWSKY ATTORNEY AT LAW
IOLTA
PO BOX 3593
WEST COLUMBIA SC 29171

SUMMARY:

ACCOUNT NUMBER	ACCOUNT TITLE	CURRENT BALANCE	ENCLOSURES
[REDACTED]	PROPRIETORSHIP CKG	66,261.12	2

PROPRIETORSHIP CKG

Account Number
Previous Balance
3 Deposits/Credits
3 Checks/Debits
Service Charge
Interest Paid
Current Balance

Number of Enclosures 2
Statement Dates 6/01/05 thru 6/30/05
Days in the statement period 30
Average Ledger
Average Collected
Interest Earned
Annual Percentage Yield Earned
2005 Interest Paid

ACTIVITY IN DATE ORDER

DATE	DESCRIPTION	AMOUNT	BALANCE
6/21	WEB		
6/30	Deposit	42,500.00	42,508.50
6/30	Deposit	25,000.00	67,508.50
6/30	Check 157	1,250.00	66,258.50

--- CHECKS IN NUMBER ORDER ---

DATE	CHECK NO	AMOUNT
6/30	157	1250.00

* DENOTES MISSING CHECK NUMBERS

INTEREST RATE SUMMARY
DATE 6/22 RATE 0.2500%

Supp. ROA 0035

MTB0032

**TRANSFER AND CONVEYANCE OF PROCEEDS
AND SECURITY AGREEMENT**

THIS TRANSFER AND CONVEYANCE OF PROCEEDS AND SECURITY AGREEMENT (the "Agreement") is made this 5th day of June, 2005, by and between **RESOLUTION SETTLEMENT CORPORATION** ("Transferee"), a Nevada Corporation, and **SOUTHERN HOLDINGS, JAMES SPENCER ET AL** ("Transferor"), whose address is **C/O John Rakowsky** Esq. Attorney of Record; PO Box 3593 West Columbia, SC 29171 Tel: 803 331-2788.

RECITALS

WHEREAS, Transferor has a claim against and/or is a plaintiff in an action or suit (whether a claim, action or suit, the "Litigation") now pending before the United States District Court; district of South Carolina (Civil Action 4 02 1859 12; the "Defendant"), whose various insurance carriers are defending such Litigation, arising out of an act of negligence, accident or other incident occurring on or about June 1, 2000 in which the Defendants damaged the Transferor with false arrest, personal injury and other torts. A brief description of the Litigation is attached and identified as Schedule C.

WHEREAS, Transferor does not have sufficient funds to proceed with the Litigation, has no asset against which to borrow, and has sought funds from other sources but has been unable to find any.

WHEREAS, an undetermined amount of time will be required for Transferor to seek compensation from the Defendant(s) through continued legal action and/or negotiations to otherwise persuade or prevail upon the Defendant(s) to pay the Transferor an amount appropriate and necessary to compensate Transferor for the injuries incurred and/or damages suffered; and

WHEREAS, in order to afford Transferor sufficient funds to proceed with the Litigation, Transferee has agreed to accept certain proceeds which may arise from settlement or verdict resulting from the Litigation.

WHEREAS, Transferor desires to pursue the Litigation to such time that a fair and favorable settlement or judgment can be obtained.

WHEREAS, Transferee has made its own determination to make this advance and has not relied on any advice from Transferor's counsel regarding the merits, value, risk, or legitimacy of the Litigation.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transferee and Transferor do hereby agree as follows:

Corporate Office
702-736-8863 Phone
702-736-8621 Fax

1

Transferor's Initials JS

Supp. ROA 0036

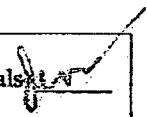
MTB0033

1. Transferor unconditionally and irrevocably transfers and conveys to Transferee all of Transferor's control, A RIGHT OF PROCEEDS which includes the right, title and interest in the first TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) paid to Transferor from the Proceeds, as hereinafter defined, or other recovery derived from the Litigation. Said amount shall, by agreement, increase by FOUR THOUSAND FIVE HUNDRED (\$4,500.00) PER MONTH beginning on the first day of the month following the date of execution of this agreement, pursuant to the schedule attached hereto as Schedule A. The first months interest will accrue upon signing this agreement for purposes of an early settlement payment, however the second month will begin on August 1, 2005 and increase as stated the first of each month thereafter.. For purposes of this Agreement, "Proceeds" shall be defined as the gross amount of the recovery from the Litigation, less Transferor's attorney's fees of approx. 40 % of any recovery, the actual costs of the Litigation advanced by Transferor's legal counsel on Transferor's behalf, and any other prior superior assignments, liens, encumbrances or security interests of any kind or nature in or relating to the Proceeds as provided for in Schedule B hereto, if any.
2. Transferor hereby grants to Transferee a security interest in the Proceeds of the Litigation in the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) plus any and all increases pursuant to Schedule A hereto, in order to secure the conveyance, subject to the terms and conditions of this Agreement.
3. This agreement is expressly intended to transfer, convey and relinquish control over only a specified portion of the Proceeds that may flow from, and as a result of the Litigation referred to above. This agreement is not an assignment, nor a purchase of any right, chose in action, cause of action, or claim which Transferor may have or possess as against any responsible party, respondent or defendant referred to herein. Transferee contemplates no control, input, influence, right or involvement of any kind regarding any claim, right, or interest of Transferor in the Litigation.
4. This agreement, and the obligation to pay over the Proceeds specified herein is totally contingent, speculative and without recourse on the part of Transferee, except for the security interest in the Litigation, and any successor claim(s) and/or litigation(s) arising out of the same facts, or arising out of the conduct of the Litigation. If there is no recovery of Proceeds by Transferor as specified herein, then Transferee shall receive NOTHING.
5. Transferor hereby authorizes Transferee to send to the applicable insurance company a "Notice of Lien", so that Transferor may perfect its lien against the subject claim. (An example is attached hereto as Schedule "E"). Transferor represents that the applicable insurance company(ies) is (are) as follows:

6. Transferor shall, and does hereby require and direct his/her attorney(s) to execute this Agreement. By execution hereof, Transferor's attorney(s) acknowledges receipt of, and actual notice of this Agreement and agrees to disburse the Proceeds as set forth herein above.

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2

Transferor's Initials 

Supp. ROA 0037

MTB0034

7. All parties to this agreement acknowledge that by execution hereof, Transferor's attorney is solely and merely following Transferor's instructions. Transferor's attorney is making neither representation nor guarantee, inferred, expressed or implied; concerning either merits or value of the claim(s) or litigation matter(s) referred to herein to ANY PARTY. Further, all parties to this agreement acknowledge that Transferor's attorney assumes no affirmative duties herein other than the ministerial obligations of disbursement, and conveying information contained herein.
8. If Transferor changes his/her attorney(s) after signing this Agreement, Transferor and Transferor's attorney each shall give immediate written notice, by certified mail return receipt requested, to Transferee at 9360 W. Flamingo Rd. Suite 110-527, Las Vegas, NV 89147, of the identity, address and phone numbers of Transferor's new attorney(s). Transferor further agrees to require and to direct any new attorney(s) to execute and acknowledge this Agreement.
9. Transferor hereby authorizes his attorney(s) to release to Transferee any information, files, records, documents regarding the Litigation requested by Transferee, who agrees to treat such information as privileged and who shall receive and review these materials solely in the limited capacity necessary for this Agreement.
10. This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by this Agreement. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. In the event any one or more of the covenants, terms and conditions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, liability or enforceability of any other covenant, term or condition in this Agreement.
11. Transferor represents and warrants unto Transferee that as of the date of this Agreement that (a) Transferor believes the Litigation to be meritorious and filed in good faith; (b) Transferor has complete right, title and interest in and to the Litigation and full power and authority to make and execute this Agreement; (c) Transferor has not and will not assign or encumber the Proceeds from the Litigation, except as otherwise provided herein; and (d) there is no other assignment, lien, encumbrance or security interest of any kind or nature in or relating to the Proceeds other than is provided for in Schedule B hereto, if any.
12. Transferor intends this agreement to be fully valid and binding as to and upon all heirs, trustees, executors, or any other successor-in-interest who may obtain or assert control over the Litigation by reason of Transferor's death, disability, or decline in health such that someone other than Transferor is, or becomes entitled to make decisions concerning the disposition of the Litigation, or any of the proceeds thereof. Further, by executing this agreement, Transferor intends to exercise any Power of Appointment with which Transferor is empowered to the extent necessary to complete the Transfer that is the subject of this agreement.
13. This Agreement shall be construed and interpreted in accordance with the laws of Nevada and venue for any dispute arising hereunder (including any interpleader action) shall lie in the 8th Judicial District Court for Clark County, Nevada. Transferor agrees that any and all Federal

Corporate Office
702-736-8863 Phone
702-736-8621 Fax

Transferor's Initials

Jm

lawsuits related to or arising from this agreement shall be filed and maintained in the Federal Courthouse located in Las Vegas, Nevada. Transferor understands that the "choice of laws", "forum", and "venue" clauses contained herein are critical in nature, and are essential to this Contract, and that they have not been placed in this contract as mere "form" insertions and recitals.

14. If a dispute between the parties to this Agreement arises, the parties agree and acknowledge that all funds in dispute shall be interplead into the Nevada courts until such time said dispute is resolved.
15. Transferor has been advised to have not only his/her counsel, but also outside counsel, review this agreement prior to Transferor's signing it.
16. Transferor has been advised that Transferee is a provider of funds of **last resort** and that other sources may have more favorable rates and payment schedules.
17. Transferee has answered all of Transferor's questions.
18. Transferor acknowledges that Transferee will, in the event that Transferor should make a recovery, make a substantial profit from this advance.
19. Transferor acknowledges that this contract has been drafted by both Transferor and Transferee, and is made a part of this entire transaction.
20. Transferor understands that the attached Schedule A, Schedule B, Schedule C, Schedule D, and Schedule E are each hereby made a part of this agreement.
21. Transferor acknowledges that the Transferee advised Transferor to **take no fewer than three (3) days** to consider the terms contained in this agreement before signing it. Transferor acknowledges that he/she signed this agreement after taking 5 days to consider the terms contained herein.

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4

Transferor's Initials JM

Supp. ROA 0039

MTB0036

WITNESS the following signatures and seals:

TRANSFEROR:

I, James Brian Spencer, the undersigned person (Transferor), agree to the foregoing *Transfer and Conveyance of Proceeds and Security Agreement*.

x James B. Spencer Date 6/22/05
Transferor

State of South Carolina
County of Lexington

This instrument was acknowledged before me on June 22, 2005 (date) by
James B. Spencer (Transferor).

(Notary Stamp)

John Rakowsky
(Signature of notarial officer)

My Commission expires: 7/22/14

ATTORNEY FOR TRANSFEROR:

I, John Rakowsky, ("Attorney") attorneys for Transferor, have read this agreement in its entirety, understand it, and agree to abide by the directives of my client as contained therein. In the event a dispute arises between the parties pertaining to the funds at issue herein, I agree to interplead said funds to the applicable court until said dispute is resolved. I agree to distribute any Proceeds of the Litigation in accordance with the terms of the Agreement. In the event that I cease representing the Transferor at any time, I will immediately give written notice via certified mail, return receipt requested, to Transferee at 9360 W. Flamingo Rd. Suite 110-527, Las Vegas, NV 89147. By execution hereof, I am only following the instructions of Transferor. I make no statement, render no opinion, and proffer no guarantee as pertains to the possibility of recovery of some or any Proceeds as a result of the Litigation. By the execution hereof, I assume no duties or obligations to Transferee other than the ministerial duties of disbursement and of furnishing requested information as specifically outlined herein. Any and all proceeds from the Litigation will be paid into my trust account for disbursement per this agreement.

x John Rakowsky Date 6/22/05
Attorney

TRANSFEEE:

I, _____, an authorized representative ("Representative") of the Transferee, agree to the foregoing *Transfer and Conveyance of Proceeds and Security Agreement* on behalf of the Transferee.

Representative _____ Date _____

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5

Transferor's Initials JB

Supp. ROA 0040

MTB0037

SCHEDULE A

Schedule of Increases to Amount of Transferred Proceeds

The amount owed will increase by FOUR THOUSAND FIVE HUNDRED (\$4,500.00) on the first day of every month, with a minimum payment at signing of a one month fee. Examples of the monthly payoffs are as follows:

At signing 2005	\$29,500.00
Aug. 2005	\$34,000.00
Sept. 2005	\$38,500.00
Oct. 2005	\$43,000.00
Nov. 2005	\$47,500.00
Dec. 2005	\$52,000.00
ETC	

This Schedule shows the monthly payoffs for the first twelve months of the advance. The payoff will continue to increase by FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) on the first day of every month until paid, based on the terms of this contract.

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702-736-8621 Fax

6

Transferor's Initials GA

Supp. ROA 0041

MTB0038

SCHEDULE B

Liens

Transferor's Attorney: John Rakowsky Esq.
Address: PO Box 3593
Telephone: West Columbia, SC 29171
803 791-8830
Fax 803 794-2788
Attorney's Fee 40%

Holders of Medical Liens N/A Amount \$

Holders of Other Superior
Liens or Encumbrances: N/A Amount \$

I know of no other liens, claims or encumbrances upon the Litigation other than those listed on this page.

John Rakowsky 6/22, 2005
Attorney for Transferor Date

Corporate Office
702-736-8863 Phone
702-736-8621 Fax

7

Transferor's Initials JR

Supp. ROA 0042

MTB0039

SCHEDULE C

Litigation Description

A brief description of the Litigation follows:

- After years of delays by the defendants, the case pending in SC Federal District Court is locked in to be heard this July 19, 2005.
- There are five Plaintiff attorneys on a contingency basis on the case.
- The medical costs due to traumatic injuries to dates are in excess of \$120,000, and there are have increasing lifetime health complications from the personal injuries.
- I lost a valuable long-term employment contact valued in excess of \$300,000 annually due to the malicious actions of the defendants. ***Please note the attached economic expert's report concerning damages and links below to the experts' credentials.***
- The defendants have deep pockets and are able to pay the damages. The case involves individuals being paid off to forge a Judges signature on arrest papers in addition to the pay off of individuals to make entries on the NCIC system for what has been determined by two individual Judges in two State Courts to be unfounded, contrived and baseless charges. The two hearings that lasted a combined total of less than fifteen minutes.
- The defendants were captured on videotape torturing me after a Fifteenth Circuit Court Judge had issued an Order a month concerning the baseless charges. The perpetrators knew about and deliberately ignored the Judge's Order as validated by conclusive police audiotape evidence. ***Please note attached overview to this e-mail concerning the case.***

In summation, please remember we have two judges who made decisions in our favor including a decision that there was no probable cause to stop and arrest me for any reason on August 6, 2000. There is not even a dispute over the forged Judges signature that initiated the phony warrant and the impossibility of the charges that has been acknowledged by the defendants.

Therefore, the case is going to center on damages and the defendants missed the deadline for naming experts.

~~The defendants will have no experts for trial~~ based on their inaction while we have been able to secure a team of the most creditable experts available with both outstanding credentials and reputations for honesty.

Corporate Office
702-736-8863 Phone
702-736-8621 Fax

8

Transferor's Initials

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Supp. ROA 0043

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SCHEDULE D

Transferor's Information

Name: J. B. Spencer
PMB 183
7001 Saint Andrews Rd.
Columbia, SC 29212

Telephone Number: (803) 348-3330

Date of Birth: 11-15-1950

Place of Birth: White Pine, NY

Mother's Maiden Name: Doris Coleman

Social Security Number: 237-88-4488

Drivers License Number: 16022, 8434, State: NV

SCHEDULE E

Corporate Office
702-736-8863 Phone
702-736-8621 Fax

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Transferor's Initials

Supp. ROA 0044

MTB0041

JOHN R. RAKOWSKY ATTORNEY AT LAW ESCROW ACCOUNT 803 12TH ST., P.O. BOX 3383 WEST COLUMBIA, SC 29171		157
PAY TO THE ORDER OF <u>Corporate Financial Group, LTD</u>		DATE <u>6-23-05</u>
<u>One Thousand Two Hundred Fifty and no/100</u> DOLLARS		06/30/05 E1287 11289 PE7 0155796353 \$ 1250.00
Security Federal Bank WEST COLUMBIA, SC 29171	FOR <u>Retiree James B. Spencer</u> <u>Phil. Calamity</u>	
#000157*	#0000125000/	

Ck# 157

Date 06/30/05

Amt \$1,250.00

Supp. ROA 0045

MTB0042

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
800 12TH ST., P.O. BOX 3533
WEST COLUMBIA, SC 29171

158

DATE 6/30/05

D-112-152
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PAY
TO THE
ORDER OF

US Postmaster

\$ 13.65

Thirteen and 65/100

DOLLARS @

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Federal
Bank

WEST COLUMBIA, SC 29171

FOR Cain

John Rakowsky

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Supp. ROA 0046

MTB0043
ck# 158

Date 07/07/05

Amt

\$13.65

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
909 12TH ST., P.O. BOX 333
WEST COLUMBIA, SC 29171

159

DATE

6/30/05

CHARGE
11

PAY
TO THE
ORDER OF

Forensic Tape Analysis Inc

\$ 11,000.00

Eleven Thousand

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DOLLARS

Security
Federal
Bank

WEST COLUMBIA, SC 29171

FOR

Ex Acct / Spencer / Henry County Phil R. R. R.

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Supp. ROA 0047

Chk# 159

Date 07/07/05

Amt \$11,000.00

07/07/05



Forensic Tape Analysis, Inc.

Steve Cain MFS
President/C.E.O.
Forensic Scientist

6242 Jones Rd
C/O Steve Cain
Burlington WI 53195

Michael R Chial, PhD
University of Wisconsin
Board of Directors

LETTER OF AGREEMENT

_____, 2005

Dear Counselor:

Thank you for choosing Forensic Tape Analysis, Inc. ("FTA") as your expert and consultant. FTA is confident you will find our work and professionalism amongst the best available.

You have requested that FTA perform the following tasks: _____

_____. The terms and conditions upon which we have agreed to perform these tasks is set forth in this Letter Agreement ("Agreement").

Due to the high quality of our work product, our services are in considerable demand. Furthermore, the nature of our business frequently requires that we handle matters on an expedited and time intensive basis. For those reasons, FTA requires that you pay an initial, non-refundable, retainer ("Retainer") in the amount of _____ dollars (\$_____.00) in order to engage our services to perform the tasks described above.

The high demand for our work product also dictates that we not undertake any work until the initial Retainer is paid, and you have returned a signed copy of this Agreement to us. If you pay the Retainer with certified funds or bank wire transfer, we can begin work immediately. In all other instances, we will need to wait five (5) business days before proceeding.

Our minimum hourly rate(s) and minimum charges for most services are set forth in the Fee Schedule which is attached hereto and incorporated herein by reference as Exhibit A. Reimbursable expenses, include, but are not limited to, airfare, fees for lodging, car rental fees and/or travel expense, copying charges, and expenses associated with obtaining records.

On occasion, the services of other experts are required for us to complete our work. By signing this Agreement, you agree to retain any experts whose assistance we deem necessary, in the exercise of our professional judgment and to pay the fees and expenses due any such expert. This will be discussed prior to our hiring any other needed expert(s). You also agree to indemnify FTA and hold FTA harmless against any claim made by such expert(s) for payment for the performance of their work.

Free Consultation (1-877-827-3397) Tel: 262-348-1313 Fax: 262-348-0657 Email: info@tapeexpert.com
www.TapeExpert.com www.VideoExam.com www.ForensicTapeExpert.com

Page 1

Supp. ROA 0048

MTB0045

While the Retainer is our best estimate as to the cost to perform the services requested above, it is only an estimate. FTA reserves the right to request an additional Retainer(s). FTA reserves the right to request another Retainer, all work performed thereafter will be billed at the minimum hourly rate applicable to the work performed as set for the in the Fee Schedule, plus expenses.

We will provide you with periodic invoices which will reflect a credit for any Retainer(s) paid. All invoices are due and payable no later than thirty (30) days from the invoice date. In entering into this Agreement, you understand and agree that FTA is entitled to cease work, and that FTA is not obligated to release examination results until all sums outstanding have been paid in full.

Most of FTA's engagements involve an initial analysis, followed by a request for additional services. This usually entails further investigation, analysis, and/or testimony. The terms and conditions of this Agreement apply to any additional services requested. An additional Retainer will likely be required to engage our services for any additional work.

Upon receipt of a request form you for additional work, we will forward an Addendum to this Agreement to you. The Addendum will include a description of the additional services which you are requesting, and a statement as to the additional Retainer, if any, which will be required. Upon receipt of the signed addendum and monies for the additional Retainer, FTA will perform the requested additional services. By execution of this Agreement, you agree that FTA shall have no obligation to perform any services not specifically described herein, unless and until FTA has received the signed Addendum and additional Retainer, if any.

Additional Retainers shall be non-refundable. Notwithstanding this provision, with regard only to additional Retainers paid for anticipated trial testimony, a portion of the additional Retainer may be reimbursed, as follows: If a trial is cancelled or rescheduled and FTA is notified at least seventy-two (72) hours prior to the previously scheduled trial date, a charge equal to the agreed-upon hourly rate multiplied by the hours of time spent in work in trial preparation, plus expenses, will be retained by FTA, and the balance of the Retainer will be refunded to the party who made the payment or credited toward an additional trial Retainer.

FTA is working for you as your expert and consultant. The obligations which you undertake by signing this Agreement are the joint and several obligations of your firm and the client or principal you may represent. Either is authorized to request work under this Agreement binding the other to the payment obligations provided for in this Agreement. If you are uncomfortable with this arrangement, please advise us immediately, and we will consider signing an agreement strictly with your client or principal; provided, however, that a larger Retainer may be required. The signing of this Agreement indicates you agree and are bound by the Agreement.

Any dispute which arises under this Agreement shall be resolved by binding arbitration in accordance with the Commercial Rules of the American Arbitration

Free Consultation (1-877-827-3397) Tel: 262-348-1313 Fax: 262-348-0037 Email: info@tapeexpert.com
www.TapeExpert.com www.VideoExam.com www.ForensicTapeExpert.com

Page 2

Supp. ROA 0049

MTB0046

Association. All arbitration proceedings will be held in Walworth County, Wisconsin. The award of the arbitrator(s) shall be final and binding upon the parties, and may be entered as a judgment in any state or federal court. The cost of arbitration and suit, including, but not limited to, reasonable attorney fees, shall be interpreted under the laws of the State of Wisconsin.

FTA's work is done in accordance with applicable professional standards, but is only as good as information we are given by you, or which we can obtain from other sources. It is imperative that you disclose to us all information or sources which may be relevant to our work, and that you do so in a timely fashion. If you have any doubt regarding the importance of a document or certain information, call us. In order to maintain our high professional standards and reputation, we base our conclusions and opinions solely upon the information and documentation provided to us, and not on any desired or expected result.

Some of our clients are represented by public defender programs, and are therefore subject to fee and expense restrictions imposed by federal or state law. In certain cases, we will serve you at the restructured rates, but only pursuant to a separate written agreement and the following conditions: (1) You must disclose any such restriction to us in writing, in advance; (2) You must provide us with a signed Fee Schedule, along with a signed form from the judge or the public defender authorizing payment; and (3) CJA reimbursement vouchers must be submitted as soon as possible. If approved CJA vouchers are not paid in full within sixty (60) days, the client/law firm is personally responsible for full reimbursement to FTA. Absent a separate written agreement, and your diligent and timely application for approval, the rates for FTA's services are those contained in this Agreement.

This Agreement is binding upon and inures to the benefit of the signatories hereto, their successors and assigns. This Agreement may not be amended except by written agreement signed by both parties hereto.

Thank you for this assignment and FTA looks forward to assisting you.

Sincerely,

FORENSIC TAPE ANALYSIS, INC.

Steve Cain, President

Free Consultation (1-877-827-3397) Tel: 262-348-1313 Fax: 262-348-0037 Email: info@tapeexpert.com
www.TapeExpert.com www.VideoExam.com www.ForensicTapeExpert.com

Page 3

Supp. ROA 0050

MTB0047

I hereby represent that I have authority to enter into this letter Agreement, which includes the Fee Schedule attached to this Agreement as Exhibit A, and the initial invoice, as well as subsequent invoices, on behalf of my firm. I acknowledge this letter agreement constitutes a binding contract with FTA.

Approved and Accepted by: Signature: _____

Title/Capacity: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

I hereby represent that I have authority to enter into this letter agreement, which includes the Fee Schedule attached to this Agreement as Exhibit A, and the initial invoice, as well as subsequent invoices. I acknowledge this Agreement constitutes a binding contract with FTA.

Client Signature: _____

Address: _____

Phone: _____ Fax: _____

FEE SCHEDULE-EXHIBIT A**RETAINER REQUIRED****Audio Testing**

Authentication (Original)	\$3,000-4,000/per tape*
Authentication Copy of Tape	\$2,000/per tape*
Voice Identification (verbatim vs. random)	\$2,000-3,000/ per conversation
Audiotape Enhancement	\$1,000/per side
Recorder Testing	\$1,500-2,500
CD ROM Testing	\$1,500 per CD

*Additional fees required if specialized examination procedures are required for case completion, including half speed or double sided recordings.

Video Testing

(The retainers listed below are based on a standard 2 hour VHS tape)

Authentication (Original Videotape)	\$4,000-5,000/per tape*
Authentication (Videotape Copy)	\$2,500/per tape*
Audio Authentication/Enhancement	\$2,000/per tape
Authentication (Time-Lapse, 2 Hour) (copy v original)	\$3,000-\$5,000/per tape*
Recorder	\$1,500-2,500

Note: For videotape recorded in extended play (EP) or 6 hour mode, fees are billed at double time. For time lapse video surveillance recordings, the above fees

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info@tapeexpert.com
www.TapeExpert.com www.VideoExam.com www.ForensicTapeExpert.com
Page 5

**JOHN R. RAKOWSKY
ATTORNEY AT LAW**

ESCROW ACCOUNT
100 12TH ST., P.O. BOX 2380
WEST COLUMBIA, SC 29171

160

DATE

7-1-05

EXPIRES
11

PAY
TO THE
ORDER OF

Donald Serota

\$ 1050.00

One Thousand Fifty & no/100

DOLLARS

Security
Federal
Bank

WEST COLUMBIA, SC 29171

1050.00

John R. Rakowsky

FOR

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⑈0000105000⑈

Supp. ROA 0053

Ck# 160

Date 07/05/05

Amt \$1,050.00

MTB0050

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT

800 12TH ST., P.O. BOX 2453
WEST COLUMBIA, SC 29171

161

DATE

7-1-05

0-11/2/05
11

PAY
TO THE
ORDER OF

John R. Rakowsky

\$ 413.00

Four Hundred Thirteen and no/100

DOLLARS & 100/100



WEST COLUMBIA, SC 29173

LOANED TO: 07/05/05
177931
1779313

John R. Rakowsky

FOR

PO00161F



PO0000413007

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Chk# 161

Date 07/05/05

Amt

\$413.00

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THE UNIVERSITY OF CHICAGO PRESS

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DATE			
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TOTAL			54186 35
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OTHER TRANS			
BALANCE			53773 35

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**Document Efficiency
At Work™**
IKON Office Solutions - Columbia, SC

Phone: (803) 779-9778

Fax:

Federal ID:

INVOICE

Invoice #	L0705070094
Invoice Date:	07/11/2005
Due Date:	07/21/2005
Terms:	Net 10 Days
Customer Code:	L07-JOHR
Nat ID:	1

SOLD TO:
John R. Rakowsky
 1015 Center Street
 West Columbia, SC 29169

SHIP TO:
John R. Rakowsky
 1015 Center Street
 West Columbia, SC 29169

Attn: John R. Rakowsky

Price using: STANDARD Price

Reference 1 Case # Jay Spencer	Reference 2	Reference 3	Account Manager P. BRYAN HANNA
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Salesorder	Order Date	Ordered By	Quantity	Unit Price	Extension
SO-0507-0102	07/11/2005	John R. Rakowsky - John R. Rakowsky			
		B&W Copies D - Heavy Litigation	1,645.00	0.175	287.88

Please Pay From This Invoice

Your signature below is an agreement that the above described work has been authorized and received. The party above assures payment of this invoice within 10 days. Interest at the rate of the lesser 1.5% per month or the maximum legal rate will be charged on invoices not paid in 10 days. Customer agrees to pay legal fees incurred in the collection of past due accounts.

Taxable Sales:	287.88
Sales Tax:	17.27
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00

**PAY THIS
AMOUNT 305.15**

Received and Approved by:

Date:

7/11/05

Please pay from this copy. The party named on this bill is held responsible for payment.
Payment From:
John R. Rakowsky
 1015 Center Street
 West Columbia, SC 29169

Amount Enclosed

\$

Invoice: L0705070094
Invoice Date: 07/11/2005
Due Date: 07/21/2005
Customer Code: L07-JOHR
Nat ID: 1
Please Remit To:
IKON Office Solutions
 Southeast District - L07
 P.O. Box 532545
 Atlanta, GA 30353-2568

Supp. ROA 0057
**PAY THIS
AMOUNT \$ 305.15
MTB0054**

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
900 17TH ST., P.O. BOX 3090
WEST COLUMBIA, SC 29171

163

DATE

7-11-05

6-702322
11

PAY
TO THE
ORDER OF

Mark H. Hilde 07/14/05 21233 11235 F27 053150200

One hundred Fifty and no/100

DOLLARS & 00/100



WEST COLUMBIA, SC 29170

FOR

John R. Rakowsky

PODD 163P

PODD0000150000

Supp. ROA-0058

Ck# 163

Date 07/14/05

Amt

\$150.00

MTB0055

163

DATE

TO

FOR

Mani Patel

DEPOSITS

53468 20

TOTAL

53468 20

THIS CHECK

150 —

OTHER TRANS. +/-

TAX DEDUCTIBLE ☐

BALANCE

53318 20

Supp. RDA 6059

MTB0056

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
808 12TH ST., P.O. BOX 3683
WEST COLUMBIA, SC 29171

164

DATE 7-12-05

U-702232
11

PAY
TO THE
ORDER OF

Garber Reporting

\$ 379.45

Three hundred Seventy Nine and 45/100 DOLLARS



WEST COLUMBIA, SC 29171

FOR 07-05-175

John R. Rakowsky

⑈000164⑈

⑈00000379.45⑈

Supp. ROA 0060

Ck# 164

Date 07/25/05

Amt

\$379.45

MTB0057

Garber Reporting Service

Certified Court Reporters

Post Office Box 12345

Columbia, South Carolina 29211

(803) 256-4500

Invoice No: 07-05-125

Please show invoice number
on checks and correspondence

J.D. [REDACTED]

RONALD SEROTA, ESQUIRE
ATTORNEY AT LAW
CORPORATE LAW CENTER
TO: 2620 REGATTA DRIVE, SUITE 102
LAS VEGAS, NEVADA 89128

July 05, 2005
DATE: _____

June 28, 2005

Reporter: PATRICIA BACHAND

IN RE: SOUTHERN HOLDINGS, INC., JAMES SPENCER; RODNEY
KEITH LAIL; IRENE SANTACROCE; RICKY STEPHENS;
MARGUERITE STEPHENS; DORIS HOLT; & NICHOLAS C.
WILLIAMSON VS Horry CO. SC; Horry CO. SHERIFF'S

DEPOSITION OF GLENN HARRISON, PH.D.
ONE COPY OF TRANSCRIPT
COMPRESSED TRANSCRIPT
EXHIBIT COPIES

295.80
0.00
83.65

TOTAL DUE 379.45

NOTE: THANK YOU.

PR
* 1641

Due & Payable upon receipt in Richland County, Columbia, SC

Supp. ROA 0061

MTB0058

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
800 12TH ST., P.O. BOX 3383
WEST COLUMBIA, SC 29171

165

DATE 7-12-05

0-10331
11

PAY
TO THE
ORDER OF

Garber Realty

\$ 508.80

Five hundred eight

and 80/100

DOLLARS & 

Security
Federal
Bank

WEST COLUMBIA, SC 29170

FOR

07-65-120

Phil Rakowsky

⑈000165⑈

⑈0000050880⑈

Supp. ROA 0062

Ck# 165

Date 07/25/05

Amt

\$508.80

MTB0059

*Garber Reporting Service**Certified Court Reporters**Post Office Box 12348**Columbia, South Carolina 29211**(803) 256-4500*

Invoice No: 07-05-130

Please show invoice number
on checks and correspondence

U.D. [REDACTED]

RONALD SEROTA, ESQUIRE
ATTORNEY AT LAW
CORPORATE LAW CENTER
TO: 2620 REGATTA DRIVE, SUITE 102
LAS VEGAS, NEVADA 89128

July 05, 2005

DATE: _____

June 28, 2005

Reporter: PATRICIA BACHAND

IN RE: SOUTHERN HOLDINGS, INC., JAMES SPENCER, RODNEY
KEITH LAIL; IRENE SANTACROCE, RICKY STEPHENS;
MARGUERITE STEPHENS; DORIS HOLT; & NICHOLAS C.
WILLIAMSON VS Horry Co. SC; Horry Co. Sheriff's

DEPOSITION OF EUGENE CHEWNING, PH.D.
ONE COPY OF TRANSCRIPT
COMPRESSED TRANSCRIPT
EXHIBIT COPIES

186.30
0.00
62.45

DEPOSITION OF MARIETH COLLIER, PH.D.
ONE COPY OF TRANSCRIPT
COMPRESSED TRANSCRIPT
EXHIBIT COPIES

207.90
0.00
52.15

TOTAL DUE 508.80

NOTE: THANK YOU.

pd
\$165

Due & Payable upon receipt in Richland County, Columbia, SC

Supp. ROA 0063

MTB0060

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
900 12TH ST., P.O. BOX 3323
WEST COLUMBIA, SC 29171

166

DATE

7-13-05

61-702000

PAY
TO THE
ORDER OF

1 KON / BOX 545

07/21/05 F15.91 T1399 P37 053264

Four Hundred Eighteen

149/100

DOLLARS 3



WEST COLUMBIA, SC 29171

FOR

LO70207053

John R. Rakowsky

⑈000166⑈

⑈0000041849⑈

Supp. ROA 0064

CK # 166

Date 07/21/05

Amt

\$418.49

TTB0061



**Document Efficiency
At Work**

IKON Office Solutions - Columbia, SC

Phone: (803) 779-9778

Fax:

Federal ID:

INVOICE

Invoice #	L0705070133
Invoice Date	07/13/2005
Due Date	07/23/2005
Terms	Net 10 Days
Customer Code	L07-JOHR
Natl ID	65750

SOLD TO:

John R. Rakowsky
1015 Center Street
West Columbia, SC 29169

SHIP TO:

John R. Rakowsky
1015 Center Street
West Columbia, SC 29169

Attn: John R. Rakowsky

Price using: STANDARD Price

Reference / Case # Jay Spencer	Reference 2	Reference 3	Account Manager F. BRYAN HANNA
-----------------------------------	-------------	-------------	-----------------------------------

Salesorder	Order Date	Ordered By	Quantity	Unit Price	Extension
SO-0507-0141	07/12/2005	John R. Rakowsky - John R. Rakowsky Prints w/ Assembly	3,290.00	0.120	394.80

Please Pay From This Invoice

Your signature below is an agreement that the above described work has been authorized and received. The party above assures payment of this invoice within 10 days. Interest at the rate of the lesser 1.5% per month or the maximum legal rate will be charged on invoices not paid in 10 days. Customer agrees to pay legal fees incurred in the collection of past due accounts.

Taxable Sales:	394.80
Sales Tax:	23.69
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00

**PAY THIS
AMOUNT 418.49**

Received and Approved by: _____

Date: _____

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:

John R. Rakowsky
1015 Center Street
West Columbia, SC 29169

Amount Enclosed

\$

Invoice: L0705070133

Invoice Date: 07/13/2005

Due Date: 07/23/2005

Customer Code: L07-JOHR

Natl ID: 65750

Please Remit To:

IKON Office Solutions
Southeast District - L07
P O Box 532545
Atlanta, GA 30353-2568

Supp: ROA 0065

**PAY THIS
AMOUNT \$ 418.49**

MTB0062

**Security
Federal
Bank**

P.O. BOX 810 • AIKEN, SOUTH CAROLINA 29802

Date 7/29/05
Primary Account
Enclosures

Page 2
14

JOHN R RAKOWSKY ATTORNEY AT LAW
IOLTA
PO BOX 3593
WEST COLUMBIA SC 29171

PROPRIETORSHIP CKG

1108001313 (Continued)

--- CHECKS IN NUMBER ORDER ---

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
7/05	161	413.00	7/25	165	508.80	7/19	~~169~~	~~2500.00~~
7/21	162	305.15	7/21	166	418.49	7/27	~~170~~	~~1780.00~~
7/14	163	150.00	7/21	~~167~~	~~69.65~~			
7/25	164	379.45	7/19	~~168~~	~~50.65~~			

* DENOTES MISSING CHECK NUMBERS

INTEREST RATE SUMMARY
DATE 6/30 RATE 0.2500%

Supp. ROA 0066

MTB0063

167

BAL
BROT
FORD

52011.46

DATE

TO

FOR

TOTAL

52011.46

THIS
CHECK

69.63

OTHER
TRANS. +/-TAX
DEDUCTIBLE ☐

BALANCE

51941.83

168

DATE

TO

FOR

TOTAL

51941.83

THIS
CHECK

50.65

OTHER
TRANS. +/-TAX
DEDUCTIBLE ☐

BALANCE

51891.18

169

DATE

TO

FOR

TOTAL

51891.18

THIS
CHECK

2500.00

OTHER
TRANS. +/-TAX
DEDUCTIBLE ☐

BALANCE

49391.18

Supp. ROA 0067

WFPB0064



**Document Efficiency
At Work™**

IKON Office Solutions - Columbia, SC

Phone: (803) 779-9778

Fax:

Federal ID: [REDACTED]

INVOICE

Invoice #	L0705070180
Invoice Date:	07/14/2005
Due Date:	07/24/2005
Terms:	Net 10 Days
Customer Code:	L07-JOHR
Natl ID:	65750

SOLD TO:

John R. Rakowsky
1015 Center Street
West Columbia, SC 29169

SHIP TO:

John R. Rakowsky
1015 Center Street
West Columbia, SC 29169

Attn: John R. Rakowsky

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager
JAY SPENCER			P. BRYAN HANNA

Salesorder	Order Date	Ordered By	Quantity	Unit Price	Extension
SD-0507-0160	07/13/2005	John R. Rakowsky - John R. Rakowsky			
		B&W Copies C - Medium	453.00	0.145	65.69

Please Pay From This Invoice.

Your signature below is an agreement that the above described work has been authorized and received. The party above assures payment of this invoice within 10 days. Interest at the rate of the lesser 1.5% per month or the maximum legal rate will be charged on invoices not paid in 10 days. Customer agrees to pay legal fees incurred in the collection of past due accounts.

Taxable Sales:	65.69
Sales Tax:	3.94
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00
PAY THIS AMOUNT	69.63

Received and Approved by: [Signature]

Date: _____

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
John R. Rakowsky
1015 Center Street
West Columbia, SC 29169

Amount Enclosed:

\$

Invoice: L0705070180

Invoice Date: 07/14/2005

Due Date: 07/24/2005

Customer Code: L07-JOHR

Natl ID: 65750

Please Remit To:
IKON Office Solutions
Southeast District - L07
P O Box 632545
Atlanta, GA 30353-2568

Supp. ROA 0068

PAY THIS AMOUNT \$ 69.63

MTB0065

170

BAL.
BROG
FOR'D

4939118

DATE

TO

FOR

Ram Sellers

TOTAL

4939118

THIS
CHECK

170 -

OTHER
TRANS. *44*TAX
DEDUCTIBLE ☒

BALANCE

4761118

171

DATE

TO

FOR

*Visit
AT
Sellers*

TOTAL

4761118

THIS
CHECK

170 -

OTHER
TRANS. *44*TAX
DEDUCTIBLE ☒

BALANCE

4744118

172

DATE

TO

FOR

*AT
Sellers*

TOTAL

4744118

THIS
CHECK

3853

OTHER
TRANS. *44*TAX
DEDUCTIBLE ☒

BALANCE

4736265

SUPP. NO. 4-0066

MTPB0066

Kimberly A. Sellers **Invoice for Independent Paralegal Services**

Re: USDC Florence Division
 Case No. 1:02-1859-12
 Southern Holdings, Inc. et al. v. Horry County, South Carolina, et al.

6/27/05	meeting with Mark Hardee re case review	1.0
7/9/05	meeting with client and John Rakowsky review materials	2.5
7/10/05	prepare trial exhibits	5.0
7/11/05	prepare trial exhibits and completion of exhibit list	12.25
7/14/05	organize depositions, trial materials, etc.	3.0
7/16/05	summary judgment preparation, trial prep	6.50
7/17/05	trial prep- file organization	2.0
7/18/05	trial prep- file organization	2.0

TOTAL TIME 34.25 hours

Hourly Rate: \$50.00 per hour \$1,712.50

Expenses: attached \$ 67.50

TOTAL AMOUNT DUE: \$1,780.00

RCV 06/28/05

MTB0067

JOHN R. RAKOWSKY
ATTORNEY AT LAW

171

ESCROW ACCOUNT
909 12TH ST., P.O. BOX 2803
WEST COLUMBIA, SC 29169

DATE 08/22/05 F0752 TO 8/17/05 31400336 4-712238

PAY
TO THE
ORDER OF

Clerk, US Court of Appeals

\$ 170.00

One Hundred Seventy Dollars

DOLLARS



WEST COLUMBIA, SC 29169

John R. Rakowsky

FOR Randsota Admission Filing

F000171F

F0000017000F

Supp. ROA 0071

Ck# 171

Date 08/22/05

Amt

\$170.00

171B0068

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
802 15TH ST, P.O. BOX 3383
WEST COLUMBIA, SC 29171

(P)

172

DATE

8/24/05

AMOUNT

\$ 78.53

DOLLARS

PAY
TO THE
ORDER OF

John R. Rakowsky

Seventy Eight & 53/100

Security
Federal
Bank

WEST COLUMBIA, SC 29171

FOR

HTT

John R. Rakowsky

#000172

#0000007853

Supp. ROA 0072

Ck# 172

Date 08/30/05

Amt

\$78.53

MTB0069

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
903 12TH ST., P.O. BOX 3330
WEST COLUMBIA, SC 29171

173

DATE

9/2/05

09-15-05

PAY
TO THE
ORDER OF

Mary Beth Collier, Ph.D.

\$ 2055.00

Two Thousand Fifty Five and no/100

DOLLARS & 00/100

Security
Federal
Bank

WEST COLUMBIA, SC 29170

FOR

Spencer & Harry Ctz.

John R. Rakowsky

⑈000123⑈

⑈0000205500⑈

Supp. ROA 0073

Ck# 173

Date 09/15/05

Amt \$2,055.00

MTB0070

Maribeth Coller, Ph.D.111 Laurel Branch WayColumbia, SC 29212(803) 730-1218**Invoice for Consulting Services****June 30, 2005****Submitted To:**

Mr. Ronald Serota
Law Office of Ronald Serota Esq.
520 South Sixth St.
Las Vegas, NV 89101

Case: Southern Holdings

Hours to date: 21.3 hours @ \$350/hour **\$ 7,455.00**

Less: Deposition hours billed to *Aiken Bridges* (2 hours @ \$200/hour) **(400.00)**
Retainer received on 9/10/03 **(5,000.00)**

Balance Due **\$ 2,055.00**

JOHN R. RAKOWSKY
ATTORNEY AT LAW
ESCROW ACCOUNT
800 12TH ST., P.O. BOX 2983
WEST COLUMBIA, SC 29171

174

DATE

9/2/05

0-783 232
H

PAY
TO THE
ORDER OF

Ernest A. Chewing

\$ 6306.25

Six Thousand Three Hundred Six and 25/100ths

Security
Federal
Bank

WEST COLUMBIA SC 29171

FOR

Spencer & Harry City

John F. Leavelle

⑆000174⑆

⑆0000630625⑆

Supp. ROA 0075

Ck# 174

Date 09/13/05

Amt \$6,306.25

MTB0072

Invoice for Services

Eugene G. Chewning, Jr., Ph.D., CPA (NC)
111 Laurel Branch Way
Columbia, SC 29212

Billed To: Mr. Ronald Serota
Law Office of Ronald Serota Esq.
520 South Sixth St.
Las Vegas, NV 89101

Re: Southern Holdings Litigation
Services through June 30, 2005

Time for services rendered (see attached detail):

24.75 hours @ \$275/hour	\$ 6,806.25
Less: 2.5 hours billed to <i>Aiken Bridges</i> @ \$200/hour	(500.00)
Balance Due	<u>\$ 6,306.25</u>

Supp. ROA 0076

MTB0073

JOHN R. RAKOWSKY
ATTORNEY AT LAW
ESCROW ACCOUNT
800 12TH ST., P.O. BOX 2383
WEST COLUMBIA, SC 29171

①

178

DATE 9/6/05

6-102-1232
11

PAY
TO THE
ORDER OF

Cash

Thirty Seven & no/100

\$ 37.00

DOLLARS & 00

Security
Federal
Bank

WEST COLUMBIA, SC 29171

DEPOSIT SLIP
10/05/05
10/05/05

John Rakowsky

FOR

⑈000178⑈

[REDACTED]

⑈0000003700⑈

Supp. ROA 0077

Ck# 178

Date 09/08/05

Amt

\$37.00

MTB0074

178

DATE

TO

FOR

*Chk
POS*

DEPOSITS

TOTAL

THIS
CHECK

OTHER
TRANS. 4/-

BALANCE

36180 22

36180 22

37 -

36143 22

TAX
DEDUCTIBLE ☐

Supp. ROA 0078

MTB0075

JOHN R. RAKOWSKY
ATTORNEY AT LAW

179

ESCROW ACCOUNT 09/12/05 E1303 T1311 027 0872089085
900 12TH ST., P.O. BOX 3503
WEST COLUMBIA, SC 29171

DATE

9/2/05

AMOUNT

PAY
TO THE
ORDER OF

Harrison & Rutstrom

\$ 6094.00

Six Thousand Ninety Four and 00/100

DOLLARS & 00/100



WEST COLUMBIA, SC 29171

FOR

John Rakowsky

⑈000179⑈

⑈0000609400⑈

Supp. ROA 0079

Ck# 179

Date 09/12/05

Amt \$6,094.00

NTB0076

Page 1 of 1

Glenn Harrison

From: "Glenn Harrison" <gharrison@research.bus.ucf.edu>
To: "John Rakowsky" <johnrakowskylawofc@sc.rr.com>
Cc: "Maribeth Collier" <mbeth@americansunbelt.com>
Sent: Monday, August 29, 2005 4:54 PM
Attach: GWH Southern Holdings Fees - Plaintiffs Counsel.pdf; GWH Southern Holdings Fees - Deposition.pdf
Subject: Re: fax

John:

Let me correct the last e-mail. I had two invoices, at the request of plaintiff counsel. One was for my work on the case and expenses prior to the deposition. The other one was directed to both plaintiff and defense counsel just for my depo time. It is the latter that defense counsel has already paid \$600 towards -- they agreed to pay at the rate of \$200 an hour, and Ron told me that the rest would be covered by plaintiffs. So the net amount owing is \$5194 + (\$1500 - \$600) = \$6194. I attach the two invoices.

Maribeth will FAX the invoice from Gene Chewing and her to you on Thursday when she is back from some travels.

Glenn

cc. Maribeth

UCF E-mail: gharrison@research.bus.ucf.edu
Private E-mail: glenn@harrison-rutstrom.com
WWW: <http://www.bus.ucf.edu/gharrison/>
Phone & Messages: (407) 489-3088
Private FAX: (253) 830-7636

----- Original Message -----

From: John Rakowsky
To: glenn@harrison-rutstrom.com
Sent: Monday, August 29, 2005 3:26 PM
Subject: fax

Glenn: Please forward invoices for you, marybeth and chewing to 803-794-2788

ly John

8/29/2005

Supp. ROA 0080

MTB0077

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
300 12TH ST., P.O. BOX 3393
WEST COLUMBIA, SC 29171

186

DATE Oct 17 2005

LA-1122-2005
11

PAY
TO THE
ORDER OF

James Spencer

\$ 5000.00

Five Thousand and no/100

DOLLARS & 00

Security
Federal
Bank

WEST COLUMBIA, SC 29170

John R. Rakowsky

FOR

#000186#

#0000500000#

Supp. ROA 0081

Ck# 186

Date 10/18/05

Amt \$5,000.00

NTB0078

JOHN R. RANOWSKY ATTORNEY AT LAW BIRMINGHAM, AL 35203 WESTCHAMBERS RD 2791		216
DATE 2-23-06		CHQ
TO: Gibson-More Appellate Service		15 361.28
Three hundred sixty one and 28/100		DOLLARS & CTS.
FOR: <i>Forie 280</i>		
000116		*0000036128*
Date 03/06/06		Amt. 361.28

Ck# 216

Supp. ROA 0082

MTB0079

MARK W. HARDEE
ATTORNEY AT LAW
1426 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 799-0905
FAX: (803) 799-0470
E-MAIL: MWHARDEE@BELLSOUTH.NET

February 8, 2006

VIA FACSIMILE 794-2788
John Robert Rakowsky
PO Box 3593
West Columbia SC 29171

RE: *Southern Holdings, Inc., et al. v. Horry County, South Carolina, et al.*
Civil Action No. 4:02-CV-01859-RBH

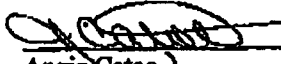
Dear Mr. Rakowsky:

On February 8, 2006, I sent a copy the invoice from Gibson Moore Appellate Services, LLC regarding the above-referenced matter to you. Please remit payment to Gibson Moore directly. Thank you for your assistance in this matter.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

MARK W. HARDEE, ATTORNEY AT LAW


Angie Gatoe
Paralegal to Mark W. Hardee

/acc

Supp. ROA 0083

MTB0080

MARK W. HARDEE
ATTORNEY AT LAW
1426 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 799-0905
FAX: (803) 799-0470
E-MAIL: MWHARDEE@BELLSOUTH.NET

FAX COVER SHEET

To: John Bakausky
Fax No: 704-3188
From: Angie Catoe, Paralegal to Mark W. Hardee
Date: 2/22, 2006
Re: Southern Holdings

Comments:

Total Pages 2 (Including this cover sheet)

CONFIDENTIAL

Supp. ROA 0084

MTB0081

MARK W. HARDEE
ATTORNEY AT LAW
1426 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 799-0470
FAX: (803) 799-0470
E-MAIL: MWHARDEE@BELL-SOUTH.NET

February 8, 2006

VIA FACSIMILE 794-2788

John Robert Rakowsky
PO Box 3593
West Columbia SC 29171

RE: *Southern Holdings, Inc., et al. v. Horry County, South Carolina, et al.*
Civil Action No. 4:02-CV-01859-RBH

Dear Mr. Rakowsky:

Please find enclosed the invoice from Gibson Moore Appellate Services, LLC regarding the above-referenced matter. I apologize for not sending this to you sooner.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

MARK W. HARDEE, ATTORNEY AT LAW


Angela Carter
Paralegal to Mark W. Hardee

/acc
Enclosure

Supp. ROA 0085

MTB0082

MARK W. HARDEE
ATTORNEY AT LAW
1426 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 799-0905
FAX: (803) 799-0470
E-MAIL: MWHARDEE@BELLSSOUTH.NET

FAX COVER SHEET

To: John R. Kautsky
Fax No: 704-37588
From: Angie Catoe, Paralegal to Mark W. Hardee
Date: 2/22, 2006
Re: South Carolina Holdings

Comments:

Total Pages 2 (Including this cover sheet)

CONFIDENTIAL

Supp. ROA 0086

MTB0083

MARK W. HARDEE
ATTORNEY AT LAW
1426 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201
(803) 799-0905
FAX: (803) 799-0470
E-MAIL: MWHARDEE@BELLSOUTH.NET

February 8, 2006

VIA FACSIMILE 794-2788

John Robert Rakowsky
PO Box 3593
West Columbia SC 29171

RE: *Southern Holdings, Inc., et al. v. Horry County, South Carolina, et al.*
Civil Action No. 4:02-CV-01859-RBH

Dear Mr. Rakowsky:

Please find enclosed the invoice from Gibson Moore Appellate Services, LLC regarding the above-referenced matter. I apologize for not sending this to you sooner.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

MARK W. HARDEE, ATTORNEY AT LAW


Angela Cade
Paralegal to Mark W. Hardee

/acc
Enclosure

Supp. ROA 0087

MTB0084

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
800 11TH ST., P.O. BOX 3363
WEST COLUMBIA SC 29171

219

DATE 3-7-06

0-111111
11

PAY
TO THE
ORDER OF

John Rakowsky

\$ 200.00

Two Hundred and no/100

DOLLARS & 00/100



WEST COLUMBIA, SC 29171

John Rakowsky

FOR

⑈000219⑈

⑈0000020000⑈

Supp. ROA 0088

Ck# 219

Date 03/07/06

Amt \$200.00

MB0085

DATE 06/02/06

AMT

\$4.05

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
200 TEN ST., P.O. BOX 233
WEST COLUMBIA, SC 29171

233

DATE 6-5-06

0-11232
11

PAID TO ORDER

John Rakowsky
John Rakowsky

\$ 1000.00

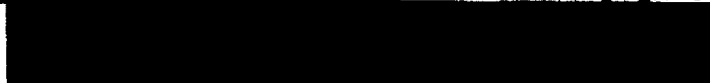
DOLLARS @



WEST COLUMBIA, SC 29171

FOR

00002330



0000100000

Supp: NOA-0089

Ck# 233

Date 06/05/06

Amt \$1,000.00

MTB0086

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
903 12TH ST., P.O. BOX 3283
WEST COLUMBIA, SC 29171

247

DATE

8-8-06

EXP-7/10/2012

PAY
TO THE
ORDER OF

J.R. Rakowsky

\$ 405.97

Four Hundred Five and 97/100

DOLLARS



WEST COLUMBIA, SC 29171

CHECK # 1122
TRF # 3
11050135

8-25-06
15-7-06

J.R. Rakowsky

FOR

#000247

#0000040597

Supp. ROA 0090

Ck# 247

Date 08/09/06

Amt

\$405.97

NTB0087

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
908 12TH ST. PO BOX 3390
WEST COLUMBIA, SC 29771

261

DATE

10-9-06

0-10-2006

\$ 500.00

DOLLARS 0

Security
Federal
Bank

WEST COLUMBIA, SC 29708

FOR

money orders

Rich. Rakowsky

⑆000261⑆

⑆0000050000⑆

Check 261 Amount \$500.00 Date 10/11/2006

MTB0088

261

DATE

TO

FOR

*Walter
Geary*

*Walter
Spencer*

DEPOSITS

TOTAL

THIS
CHECK

OTHER
TRANS. +/-

BALANCE

DD

TAX
DEDUCTIBLE ☐

51781

Suppl. KOA 009

MTB0089

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
909 13TH ST., PO BOX 3093
WEST COLUMBIA, SC 29171

277

DATE 12-06-06 O-78222 II

\$ 500.00

DOLLARS @



WEST COLUMBIA, SC 29171

John R. Rakowsky

⑆000277⑆

⑆000005000⑆

Check 277 Amount \$500.00 Date 12/6/2006

⑆TTB0090

JOHN R. RAKOWSKY ATTORNEY AT LAW ESCROW ACCOUNT 800 12TH ST., PO BOX 3333 WEST COLUMBIA, SC 29171		287
DATE <u>12-15-06</u>		0-999999
Pay to the order of <u>James Spencer</u>		\$ <u>750.00</u>
<u>Seven hundred fifty and 00/100</u>		DOLLARS
Security Federal Bank		WEST COLUMBIA, SC 29171
FOR _____		<u>John R. Rakowsky</u>
#000287#		#0000075000#

Check 287 Amount \$750.00 Date 12/20/2006

MTB0091

JOHN R. RAKOWSKY
ATTORNEY AT LAW

EDGEMOUNT ACCOUNT
300 14TH ST., PO BOX 2643
WEST COLUMBIA, SC 29711

307

DATE 2-7-07

DIRECTOR

PAY TO THE ORDER OF

James Spencer

\$ 1500.00

One Thousand Five Hundred and no/100

DOLLARS & CENTS

DA 0095

Security
Federal
Bank

WEST COLUMBIA, SC 29711

FOR

expenses

John Rakowsky

⑈000307⑈

⑈0000150000⑈

Check 307 Amount \$1,500.00 Date 2/9/2007

MTB0092

JOHN R. RAKOWSKY
ATTORNEY AT LAW
ESCROW ACCOUNT
300 12TH ST., PO BOX 303
WEST COLUMBIA, SC 29171

319

DATE 2-9-07

0-75757
Q

PAID
TO THE ORDER OF

John Clancy

Five Thousand & no/100

\$ 3000.00

DOLLARS & 00/100

Security
Federal
Bank

WEST COLUMBIA, SC 29171

FOR

Southern Holdings

John Rakowsky

⑆000319⑆

⑆0000300000⑆

Check 319 Amount \$3,000.00 Date 3/5/2007

MTB0093

O'LEARY ASSOCIATES, P.A.

JOHN A. O'LEARY, ATTORNEY

February 15, 2007

John Rakowsky
P.O. Box 3593
W. Columbia, SC 29171

RE: Possible Expert Testimony

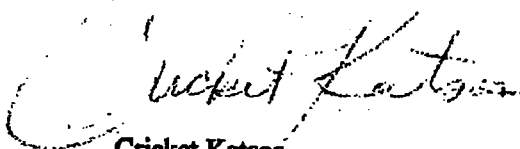
Dear Mr. Rakowsky:

Enclosed is Mr. O'Leary's current curriculum vitae. I hope this will be of help to you in determining his qualification for your specific needs.

Also enclosed are two copies of our fee schedule. If you determine you wish assistance in this matter, please sign and return the green copy of the fee schedule along with the \$3,000.00 retainer and any further materials for review.

Thank you for the opportunity to be of assistance. If you have any questions or if we may be of any assistance, please do not hesitate to call.

Sincerely,



Cricket Katsos
Legal Assistant

/ck
Enclosures

FEE SCHEDULE AND EXPENSE POLICY

File Review and Opinion:

An initial retainer fee of \$3,000.00 is required for all work including file review, preparation of testimony, research, reports, assistance in the preparation of deposition questions, assistance in answering interrogatories, etc. Review will begin upon receipt of retainer and signed copy of this Fee Schedule and Expense Policy. All hours expended over and above 20 hours will be billed to the retaining law firm at an hourly rate of \$150 per hour.

Trial Testimony and Site Inspection Fee:

Local site inspection or trial testimony within a fifty (50) mile radius of Columbia, South Carolina - \$1,000. No expense charges.

Trial testimony or site inspection outside a fifty (50) mile radius of Columbia, South Carolina - \$1,000 per day (\$2,000.00 minimum), plus all travel expenses.

Depositions:

Depositions and video depositions in Columbia, South Carolina - \$1,000. No expense charges.

Depositions and video depositions outside Columbia, South Carolina - \$1,000 per day (\$2,000.00 minimum), plus all travel expenses.

Travel Expenses:

Tourist class airline tickets to be pre-paid by retaining law firm or agency to O'Leary and Associates. Prepaid tickets should be furnished at the airline ticket counter at the Columbia Metropolitan Airport, or arrangements made with the travel agency retained by O'Leary and Associates in Columbia, South Carolina. Rental cars and taxi service will be billed to the law firm requesting the services of O'Leary and Associates.

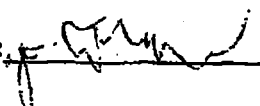
Hotel accommodations, if possible, should be arranged for and billed directly to the law firm or agency retaining the services of O'Leary and Associates.

Phone Expenses:

All phone calls, conference calls, etc., will be billed to the law firm or agency retaining of the services of O'Leary and Associates.

Payment Policy:

Initial retainer for file review and opinion should accompany the first set of papers. Deposition fees and site inspection fees are expected prior to the taking of deposition. All fees are non-refundable.

I Accept: 

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ECRON ACCOUNT
609 12TH ST. PO BOX 3383
WEST COLUMBIA, SC 29171

325

DATE 3-1-07

D-11038

RECEIVED
KNOX 0099

Pay to the order of Forensic Tape Analysis Inc

\$ 900.00

Nine Hundred & no/100

DOLLARS & 00/100

Security
Federal
Bank

WEST COLUMBIA, SC 29171

FOR Southern Hearing prep

John R. Rakowsky

12/27/06 #000325#

100000900001

Check 325 Amount \$900.00 Date 3/8/2007

MTB0096



Forensic Tape Analysis, Inc.

Steve Cain MFS
President/C.E.O.
Forensic Scientist

C/O Steve Cain
6242 Jones Rd
Burlington WI 53105

Michael R Chai, PhD
University of Wisconsin
Board of Directors



FTA #: 04-016

Date: 2/27/07

To: John R Rakowsky
Phone: 803-331-5757
Fax: 803-794-2788

From: Forensic Tape Analysis
Phone: 262-348-1313
Fax: 262-348-0037

***Evidence Mailing: Forensic Tape Analysis Inc
6242 Jones Rd
Burlington WI 53105

Attorney Rakowsky,

Please find attached an invoice for the upcoming telephone deposition with Steve Cain.

Feel free to contact our office with any additional questions or concerns.

Supp. ROA 0100

MTB0097



Forensic Tape Analysis, Inc.

Steve Cain MFS
President/C.E.O.
Forensic Scientist

C/O Steve Cain
6242 Jones Rd
Burlington WI 53105

Michael R Chial, PhD
University of Wisconsin
Board of Directors

February 27, 2007

John R. Rakowsky
1015 Center St
West Columbia, SC 29169

FTA Case File No.: 04-016
Re: Southern Holdings et al. vs Horry County et al.

Invoice

<u>Date</u>	<u>Description</u>	<u>Amount</u>
3/06/2007	Telephone Deposition ½ day @ \$1,500.00 per ½ day Telephone deposition to take place at FTA's lab in Burlington, WI.	\$ 1,500.00
3/05/2007	Pre-Deposition Preparation 3 hours @ \$300.00 per hour Review of entire case file prior to deposition.	\$ 900.00
Total:		\$ 2,400.00

Please Note: Invoice must be paid in full and received by our office no later than Friday, March 2nd in order to ensure Steve Cain's availability March 6th.

Please remit to:
Forensic Tape Analysis, Inc.
6242 Jones Road
Burlington, WI 53105

Federal ID #26-0021725

Free Consultation (1-877-827-3397) Tel: 262-348-1313 Fax: 262-348-0037 Email: info@tapeexpert.com
www.ForensicTapeAnalysisInc.com www.VideoExam.com www.Tapeexpert.com

Supp. ROA 0101

MTB0098

Abstract

03/04/2007

Supp. ROA 0102

JOHN A. RABONNY
 ATTORNEY AT LAW
 1000 17th Street, N.W.
 Washington, D.C. 20036

13-547

\$1600.00

1000 17th Street, N.W.
 Washington, D.C. 20036

000326

✓0000150000✓

Check 326 Amount \$1,600.00 Date 3/9/2007

MTB0099

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
900 12TH ST., PO BOX 3383
WEST COLUMBIA, SC 29171

329

DATE 3-15-07

Q-781217 R

Pay to the order of James Spencer

\$ 1200.00

One Thousand Two Hundred and no/100

DOLLARS & 00/100

DA 0103



WEST COLUMBIA, SC 29178

City

John Rakowsky

FOR

PO003298

PO000120000

Check 329 Amount \$1,200.00 Date 3/19/2007

MTB0100

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
902 15TH ST., PO BOX 3333
WEST COLUMBIA, SC 29171

341

DATE 4/13/07

UNPAID

Pay to the order of Adrian Falcione

\$ 600.00

Six hundred & no/100

DOLLARS & 00/100



WEST COLUMBIA, SC 29170

FOR

expenses - Adrian Falcione

John Rakowsky

⑆000341⑆

⑆000006000⑆

Check 341 Amount \$600.00 Date 4/18/2007

MTB0101

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
100 12TH ST., PO BOX 330
WEST COLUMBIA, SC 29771

342

DATE 4-18-07

CHECK

Pay to the order of

John Rakowsky

\$ 1000.00

One Thousand and no/100

DOLLARS

A 0105

Security
Federal
Bank

WEST COLUMBIA, SC 29771

FOR

City Service

John Rakowsky

⑆000342⑆

⑆0000100000⑆

Check 342 Amount \$1,000.00 Date 4/18/2007

MTB0102

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
520 15TH ST., PO BOX 2532
WEST COLUMBIA, SC 29771

357

DATE 5-8-07

PAID TO THE ORDER OF

AL Cannon

\$ 800.00

Eight Hundred and no/100

DOLLARS

CA 0106

Security
Federal
Bank

WEST COLUMBIA, SC 29771

FOR

Deposition fee

John Rakowsky

⑆000357⑆ ⑆253271822⑆ 1108001313⑆

⑆0000080000⑆

Check 357 Amount \$800.00 Date 5/17/2007

MTB0103

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
808 12TH ST. PO BOX 3332
WEST COLUMBIA, SC 29171

369

DATE 6-12-07

6-12-07

Adrian Talcione

\$650.00

Six Hundred Fifty

and no/100

DOLLARS

Security
Federal
Bank

WEST COLUMBIA, SC 29171

FOR Section 1983 - phone

John Rakowsky

⑆000369⑆

⑆0000065000⑆

Check 369 Amount \$650.00 Date 6/14/2007

MTB0104

JOHN R. RAKOWSKY
ATTORNEY AT LAW
EMERSON ACCOUNT
520 12TH ST., PO BOX 2283
WEST COLUMBIA, SC 29711

09190 582 D

376

DATE 6/25/07

OFFICIAL

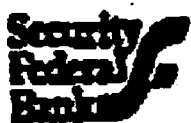
Southern Reporting

\$ 283.40

Pay to the order of

Two hundred Eighty Three & 40/100

DOLLARS



750 PR1

WEST COLUMBIA, SC 29711

4-07-1859-RBH

Phil Sabatino

FOR

#000375#

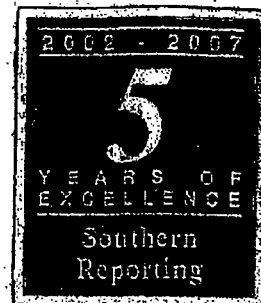
#0000028340#

Check 376 Amount \$283.40 Date 7/3/2007

MTB0105



701 Gervais St., Ste. 150-285
Columbia, SC 29201
Southern Reporting, Inc.



John R. Rakowsky
John R. Rakowsky
900 12th street
West Columbia, SC 29171

Invoice Date

3/29/2007

Invoice #

280PR1

Job Date/Time: 2/27/2007 9:00:00 AM
Case: Southern Holdings, et al. v. Horry County, et al.
Witness: John Allen O'Leary, Esq.
Venue:
Case #: 4-02-1859-RBH
Reporter(s): Stephen Tackett
Scheduled By: Summer Strickland

Item	Description	Each	Quan	Total
TC	Copy of Transcript - O'Leary	\$1.95	136	\$285.20
EBW	Exhibits - Black and white	\$0.35	52	\$18.20
CI	Condensed and Index (with transcript order) - No charge	\$0.00	1	\$0.00
ET	E-Transcript (with transcript order) - No charge	\$0.00	1	\$0.00
ASCII	ASCII (with transcript order) - No charge	\$0.00	1	\$0.00
D	Delivery	\$0.00	1	\$0.00

Sub Total \$283.40
Payments \$0.00
Balance Due \$283.40

Please include invoice number on check.
Thank you for your business!

Supp. ROA 0109

MTB0106

JOHN R. RAKOWSKY
ATTORNEY AT LAW
ESCROW ACCOUNT
220 12TH ST. PO BOX 3323
WEST COLLEGE, NC 27179

377

DATE 6/28/07

CHECK #

Spectrum Report
The Hundred to my \$ 100.00
DOLLARS & 00/100



WEST COLLEGE, NC 27179

John Rakowsky

FOR

3657

⑆000377⑆

⑆00000⑆0000⑆

Check 377 Amount \$100.00 Date 7/3/2007

MTB0107

**P.O. Box 1296
Mount Pleasant, SC 29465
843-849-0133 phone
843-849-0132 fax**

Date	Invoice #
6/4/2007	3657

Bill To

Attorney at Law
John R. Rakowsky, Esq.
900 12th Street
West Columbia, SC 29169

In The Matter Of:

Southern Holdings, et al
-vs-
Horry County, et al
Case No: 4:02-CV-01859-RBH

Net 30

Date	Description	Deponent	Amount
5/7/2007	Reporting Time	Sheriff Al Cannon & Noel Herold	100.00

Thank you for choosing Spectrum!

Total **\$100.00**

E-mail

SpectrumAAA@aol.com

Supp. ROA 0111

MTB0108.

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
106 TOWN ST., PO BOX 256
WEST COLLEGE, SC 29771

378

DATE 6/25/07

OVERSEAS

Rose Reporting Inc

\$291.20

Two hundred ninety one and 20/100

DOLLARS & 20



WEST COLLEGE, SC 29771

FOR 6727 - Security Holdings

John Rakowsky

⑆0000378⑆

⑆0000029120⑆

Check 378 Amount \$291.20 Date 7/6/2007

MTB0109

Rose Reporting, Inc.

comprehensive court reporting services

2475 Brigger Hill Road * Wadmalaw Island, SC * 29487
(843) 559-4445 fax (843) 559-8700
email: rosereportingco@cs.com

March 29, 2007

Please make check payable to:

Rose Reporting, Inc.
2475 Brigger Hill Road
Wadmalaw Island, SC 29487

Federal Tax ID # [REDACTED]

Invoice #: 6727

TO: MR. JOHN ROBERT RAKOWSKY
P.O. Box 3593
West Columbia, SC 29171

IN RE: SOUTHERN HOLDINGS, INC. VS. HORRY COUNTY,
SOUTH CAROLINA, et al.

CASE NO.: 4:025-CV-01859-RBH

DEPONENT: STEVE CAIN, VOL. II

Date and time of deposition: 3-7-07 1:00

copy	235.20
exhibits	41.00
litigation pack & p&h	15.00

TOTAL 291.20

reporter

Helen L. Rose, RPR, CSR
NCRA South Carolina Chief Examiner

We appreciate the privilege of providing service to you!

Supp. ROA 0113

MTB0110

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESSEX ACCOUNT
100 12TH ST., FLOOR 3100
WEST COLLEGE, SC 29771

379

DATE 6/28/07

CHECK #

Pay to the order of Creel Reporting \$ 100.00
One hundred & 00/100 DOLLARS & 00



WEST COLLEGE, SC 29771

John R. Rakowsky

0114

FOR 07-606

#000379#

#0000010000#

Check 379 Amount \$100.00 Date 7/2/2007

MTB0111

JOHN R. RAKOWSKY
ATTORNEY AT LAW
ESCROW ACCOUNT
212 12TH ST. PO BOX 2123
WEST COLUMBIA, SC 29711

380

DATE 6/25/07

Q-PAID
H

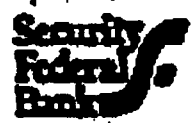
PAID TO THE ORDER OF
DA 0115

Spectrum Reporting

\$ 445.00

Four Hundred Forty Five and no/100

DOLLARS



WEST COLUMBIA, SC 29710

FOR 3579

John Rakowsky

⑆000380⑆



⑆000004⑆500⑆

Check 380 Amount \$445.00 Date 7/3/2007

MTB0112

Spectrum Court Reporting, LLC

P.O. Box 1296
Mount Pleasant, SC 29465
843-849-0133 phone
843-849-0132 fax

Invoice

Date	Invoice #
4/1/2007	3579

Bill To
Attorney at Law John R. Rakowsky, Esq. 900 12th Street West Columbia, SC 29169

In The Matter Of:
Southern Holdings, et al -vs- Horry County, et al Case No: 4:02-CV-01859-RBH



Net 30

Date	Description	Deponent	Amount
3/8/2007	Copy of Transcript Photocopies Shipping & Handling Condensed Transcript - No charge Keyword Index - No charge E-Transcript	Stephen Cain - Volume I Please E-mail your request for E-Transcript to SpectrumAAA@aol.com	393.75 36.25 15.00 0.00 0.00 0.00

Thank you for choosing Spectrum!	Total \$445.00
----------------------------------	-----------------------

E-mail
SpectrumAAA@aol.com

Supp. ROA 0116

MTB0113

07/12/2007

2002/00/20

This is a LEGAL COPY of
your check. You can use it
in the same way you would
the original check.

Supp. ROA 0117

JOHN R. BLACKWELL ATTORNEY AT LAW 1000 14th St. NW Washington, DC 20004		381
Pay to the order of <u>Wellington Reporting</u>		DATE <u>07/12/07</u>
<u>One hundred forty four and 00/100</u>		AMOUNT <u>\$144.00</u>
07-127-61		<u>John R. Blackwell</u>
0000381		00000014400

0000381

00000014400

Check 381 Amount \$144.00 Date 7/12/2007

MTB0114

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
100 KITH ST., PO BOX 2803
WEST COLUMBIA, SC 29171

382

DATE

6/25/07

CHECK #

PAID TO THE ORDER OF

Document Technologies Inc

\$ 108.40

One hundred eight and 40/100

DOLLARS

0118

Security
Federal
Bank

WEST COLUMBIA, SC 29171

FOR

20602

John Rakowsky

#000382

#0000010840

Check 382 Amount \$108.40 Date 7/9/2007

17B0115

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT

808 12TH ST., PO BOX 2513
WEST COLUMBIA, SC 29171

392

DATE 10-1-07

10-10-2007

PAID TO THE ORDER OF Spectrum Court Reporting

\$ 135.50

One Hundred Thirty Five and 50/100

DOLLARS



WEST COLUMBIA, SC 29171

John Rakowsky

3690

⑆000392⑆

⑆0000013550⑆

Check 392 Amount \$135.50 Date 10/30/2007

MTB0116

**P.O. Box 1296
Mount Pleasant, SC 29465
843-849-0133 phone
843-849-0132 fax**

Date	Invoice #
6/26/2007	3690

PAST DUE

BILL To

Attorney at Law
John R. Rakowsky, Esq.
900 12th Street
West Columbia, SC 29169

In The Matter Of:
Southern Holdings
-vs-
Horry County
Case No: 4:02-CV-01859-RBH

Net 30

Date	Description	Deponent	Amount
5/7/2007	O & 1 Deposition of - Shipping & Handling	Noel Harrold	127.50 8.00

Thank you for choosing Spectrum!

Total	\$135.50
--------------	-----------------

E-mail

SpectrumAAA@aol.com

Supp. ROA 0120

MTB0117

O'LEARY ASSOCIATES, P.A.

714 Calhoun Street
Columbia, SC 29201

Statement

DATE

10/16/2007

TO:

John Rakowsky
P.O. Box 3593
W. Columbia, SC 29171

AMOUNT DUE

AMOUNT ENC.

\$1,106.40

DATE	TRANSACTION	AMOUNT	BALANCE
12/31/1994	Balance forward		0.00
02/15/2007	INV - File Review and preliminary expert opinion re: Southern Holdings, Inc.; James Spencer; Rodney Keith Lail; Irene Sanacroe; Ricky Stephens; Marguerite Stephens; Doris Holt; and Nicholas C. Williamson vs. Horry County, South Carolina; Horry County Sheriff's Department; et al.	3,000.00	3,000.00
02/23/2007	PMT #319 - payment from John Rakowsky re: file review & opinion - Southern Holding case	-3,000.00	0.00
02/26/2007	Deposition on 2/26/2007	1,000.00	1,000.00
03/15/2007	printing/copies of all materials for review	56.40	1,056.40
04/23/2007	PMT #128373523 - payment from Treasurer of SC for deposition	-1,000.00	56.40
05/08/2007	preparation time for trial testimony	1,050.00	1,106.40

JOHN H. RAKOWSKY
ATTORNEY AT LAW

ESCHOW ACCOUNT
800 12TH ST., P.O. BOX 3593
WEST COLUMBIA, SC 29171

393

DATE 10-16-07

BY 7/2/2007

PAY TO THE ORDER OF

O'Leary Assoc. PA

\$ 1,106.40

One Thousand One Hundred Sixty and 40/100 DOLLARS



WEST COLUMBIA, SC 29169

FOR

⑈000343⑈

Your contract calls for payments of n/a on the _____ of each month beginning _____. If you find any errors in this statement, please contact our office immediately so we can review and/or correct it. SEND PAYMENT TO 714 CALHOUN ST., COLUMBIA, SC 29201. Thank you. Cricket Katsos

Phone #

803-779-5556

AMOUNT DUE

\$1,106.40

Supp. ROA 0121

MTB0118

JOHN R. RAKOWSKY
ATTORNEY AT LAW

ESCROW ACCOUNT
303 12TH ST. PO BOX 3333
WEST COLUMBIA, SC 29171

400

DATE 12-14-07

U-PAYEE II

Pay to the order of

John R. Rakowsky

Two Thousand and no/100

\$2000.00

DOLLARS & CENTS

Security
Federal
Bank

WEST COLUMBIA, SC 29171

FOR

⑈000400⑈

⑈0000200000⑈

Check 400 Amount \$2,000.00 Date 12/14/2007

MTB0119

M & M Document Center

P.O. Box 131
Florence SC 29503

Invoice

Date	Invoice #
5/1/2007	5125

Bill To
John R. Rakowsky

PAID

P.O. No.	Terms	Rep	Ship Via	Project	Contact
	American Express	JF	Pick up		

Qty	Description	Rate	Amount
1,080	Jury Questionnaire Panel # 141 binding DP # 31950	0.10 2.50	108.00T 2.50T
		Subtotal	\$110.50
		Sales Tax (6.0%)	\$6.63
		Total	\$117.13

Phone #	Fax #
843-662-2412	843-669-3540

Supp. ROA 0123

MTB0120

434314162885
N A N DOCUMENT CENTER
1218 W EVANS ST UNIT 7
FLORENCE SC 29501
803-662-2412

Merchant ID: 230000063313

Term ID: 001

Ref #: 004

Clerk ID: 1

Sale

XXXXXXXXXX3686

VISA

Entry Method: Swiped

05/12/07

14:22:44

Inv #: 000004

Order Code: 000003

Approved: Online

Batch#: 000057

Total: \$ 117.13

Customer Copy
THANK YOU!

Supp. ROA 0124

MTB0121

JUROR QUESTIONNAIRE/LIST REQUEST FORM

Judge: HARWELL Jury Selection Date: 5/8/07
Case Name: SOUTHERN HOLDINGS v. SPENCER
Name of Requester: JOHN R. RAKOWSKI
Phone #: 803-791-8830 Fax #: 803-794-2788

Relationship to Case:

☒ Attorney For: ☒ Plaintiff ☐ Defendant
☐ Party: ☐ Plaintiff ☐ Defendant
☐ Other - Explain _____

Purpose of Request:

- ☐ To inspect Juror Questionnaires with struck Jury List
☐ To purchase a copy of all Jury Questionnaires, including any received after first pick-up, with struck Jury List
☐ To obtain copy of Jury List

I understand the confidential information contained in these juror questionnaires and jury list is to be used solely for the purpose of evaluating potential jurors for jury service for this case and is not to be used or disseminated for any other purpose. The questionnaires and list will remain in my custody as the ordering party. All copies of the questionnaires and jury list, on paper or disk, will be destroyed at the conclusion of the case. The questionnaires or jury list will not reside on any computer.

John R. Rakowski
Signature of Requester

5/1/07
Date

This request can be approved via facsimile at (803) 765-5283.

Clerk's Office approval by: Penelope W. Boulton

Deputy Clerk

5/1/2007
Date

Panel # 141

Supp. ROA 0125

MTB0122

InfoNotice™



DATE 3/26 TO Bakowsky

We attempted to: ☒ Deliver ☐ Pick up

1 Pkg(s) from Colleen Good

☒ 1st attempt ☐ 2nd attempt ☐ FINAL ATTEMPT

NEXT ATTEMPT WILL BE MADE ON: ☒ MON ☐ TUE ☐ WED ☐ THUR ☐ FRI

APPROXIMATE TIME OF NEXT ATTEMPT:

☐ Before 10:30 ☒ 10:30-2:00 ☐ 2:00-5:00 ☐ After 5:00

☐ Signature required on delivery (in person)

☐ Adult signature required on delivery (min. 21 years of age)

☐ Sign to have package(s) delivered (see back for details)

☒ C.O.D. amount due \$ 938.31 ☐ NO CASH ACCEPTED

☐ PERSONAL/BUSINESS CHECK ACCEPTED UNLESS INDICATED BELOW

☐ Cashier's check, official bank check, or money order only
MAKE CHECKS PAYABLE TO SENDER (NOT UPS)

IN YOUR ABSENCE, THE PACKAGE WAS LEFT AT:

☐ Front door	☐ Back door	☐ Side door	☐ Office
☐ Patio	☐ Deck	☐ Porch	☐ Garage
☐ Neighbor	☐ Other		

Customer Comments:

InfoNotice No. 9247 8640 444-0

For additional information, visit us at:
ups.com
1-800-833-9943



COLLEEN GOOD
(540) 372-6655
THE UPS STORE #5363
SUITE #18
43 TOWN AND COUNTRY DRIVE
FREDERICKSBURG VA 22405

5 LBS 1 OF 1

COD

SHIP WT: 5 LBS

SHIP JOHN R. RAKOWSKY, ESQ.
TO: (803) 791-8630
LAW OFFICE OF JOHN R. RAKOWSKY
900 12TH ST

WEST COLUMBIA SC 29169-6143

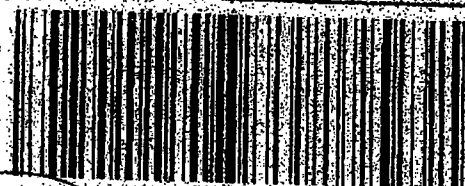


SC 292 9-02



UPS GROUND

TRACKING #: 1Z 99V 169 72 0940 0654



BILLING: PIP
COD \$938.31



JOHN R. RAKOWSKY
ATTORNEY AT LAW

TECHNO ACCOUNT
850 18TH ST. PO BOX 383
WEST COLUMBIA, SC 29171

417

DATE 5-9-08

CS-100728
II

PRY
0001-00

Law office of Deen Ballard : \$ 9855.85
nine Thousand Eight Hundred Fifty Five and 85/100 DOLLARS



WEST COLUMBIA, SC 29170

for: Seaborn Holdings funds

John R. Rakowsky

⑆000417⑆

⑆0000985985⑆

Check 417 Amount \$9,855.85 Date 5/23/2008

MTB0124

(ATTACHMENT)

Deposits.....\$ 67500.00

Exhibit B

Expenses: Thru 8/01/06

S. Smith.....	1250.00
postage.....	23.65
Forensic Analysis (S.Cain).....	11000.00
R. Serota (Expenses).....	1050.00
Equipment.....	613.00
Copies.....	28.50
Copies/lkon.....	315.15
M. Hardee.....	150.00
Garber Reporting.....	379.45
Garber Reporting.....	508.80
Copies/lkon.....	418.49
Copies/lkon.....	69.63
Copies/lkon.....	50.65
Copies/lkon.....	73.22
J. Spencer (Personal Advance).....	2500.00
Kim Sellers.....	1980.00
Clerk of Court./ Jury Info Misc.....	175.00
Ct. Of Appeals.....	170.00
Long Distance.....	78.53
Marybeth Coller.....	2055.00
Eugene Chewning.....	6306.25
Glenn Harrison.....	2646.18
Federal Court.....	175.00
Postage	37.00
Glenn Harrison.....	6094.00
J. Spencer (Personal Advance).....	5000.00
Long Distance.....	170.55

Supp. ROA 0128

MTB0125

Misc Supplies.....	128.28
Copies/Ikon.....	365.30
Long Distance.....	374.50
Gibson Moore Appellate Services.....	361.28
Sub Total Expenses Thru 8/01/06.....	\$44547.41

8/01/06 Balance..... \$22,952.59

Allen Geoghan.....	500.00
Misc. Supplies.....	97.50
J. Spencer (Personal Advance).....	1500.00
Long Distance.....	76.73
John O'Leary.....	3000.00
Forensic Tape Analysis..Steve Cain.....	900.00
Long Distance.....	37.38
J. Spencer	1200.00
Adrian Falgione..Copies.....	600.00
John Rakowsky...Travel Costs.....	697.50
M & M Document Center.....	117.13
Supplies, Binders, Copies.....	315.00
Al Cannon.....	800.00
Adrian Falgione..Long Distance.....	650.00
Southern Reporting.....	283.40
Spectrum Reporting.....	100.00
Rose Reporting.....	291.20
Creel Reporting.....	100.00
Spectrum Reporting.....	445.00
Williams Reporting.....	144.00

Supp. ROA 0129

MTB0126

Spectrum Reporting.....135.50
John O'Leary.....1106.40
Sub Total Expenses Thru 9/01/07.....\$13,096.74

Balance on Account for James Spencer.....\$9,855.85

Supp. ROA 0130

MTB0127

Exhibit C

Subj: suspension
Date: 3/6/2007 4:29:15 P.M. Eastern Standard Time
From: ncwillia@uncg.edu
To: rserota@aol.com

Dear Mr. Ron Serota,

Based upon your failure to appear at Federal District Court at the February 9, 2007, hearing as well as ~~your deliberate sabotaging of the funding for this case~~, you are hereby suspended for taking any further actions on behalf of either Southern Holdings, Inc., or myself (individually) in the Federal District Court case in Florence, SC.

In the next several days, I am holding a BOD meeting where James Spencer will not be voting regarding the actions the Corporation will take regarding you from this point forward. Mr. Spencer has indicated that he will abstain from voting.

I strongly suggest ~~you attempt to repair the financial damages of the lost \$35,000 that you caused~~ the litigation yesterday prior to my holding of the BOD meeting the latter part of this week.

It is with heavy heart that I take this action, but you have left me and Southern Holdings, Inc., no recourse.

Very truly yours,

Nicholas C. Williamson
336-334-4533

CC: John Rakowsky
Adrian Falgione
Bruce Benson
Individual members of the BOD of Southern Holdings, Inc.

=

Subj: Suspension...
Date: 3/6/2007 10:04:08 P.M. Eastern Standard Time
From: JBSpem777
To: J.Rakowsky
CC: JohnRakowskyLawOfc@sc.rr.com, adrianfalgione@alltel.net, ncwillia@uncg.edu

Ron,

I received Nick Williamson's notification of your suspension and the upcoming BOD meeting. At this point you are no longer authorized to take any actions on my behalf regarding the case in Federal District Court.

I do not consider your missing the court hearing on February 9, 2007, because of a free trip to Hawaii nor ~~the sabotage of the funding yesterday~~ to be positive actions in this case regarding my representation.

These and other matters I consider very troubling. I think it is in the best interest for you to resign for work load related reasons rather than taking the actions of terminating you for cause.

~~I also request you try and repair the damage you did to the funding yesterday and attribute your misguided actions to your stress rather than any other motivation.~~

Again, you are not to take any actions on my behalf regarding this case from this point forward.

Sincerely,

James Spencer

James B. Spencer

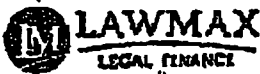
Contents of this e-mail are Strictly Confidential

This e-mail and any files transmitted with it are the property of The Center for Legal Reform and/or its affiliates, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this e-mail in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited.

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com.

Tuesday, March 06, 2007 10:13 PM
Subject: Suspension...
From: JBSpem777
To: J.Rakowsky
Cc: JohnRakowskyLawOfc@sc.rr.com, adrianfalgione@alltel.net, ncwillia@uncg.edu

MTB0129



BY FAX: (803) 794-2788

March 09, 2007

John R. Rakowsky, Esq.

Law Office of John R. Rakowsky
P.O. Box 3593
West Columbia, SC 29171

Re: James Spencer

Dear Mr. Rakowsky:

We are pleased to pre-approve an advance of \$35,000.00 to James Spencer for a claim against Horry County, South Carolina Horry County Sheriff's Department, Horry County Police Department, City of Myrtle Beach, Myrtle Beach Police Department, James Albert Allen, Jr., Sidney Rick Thompson, Jeffrey S. Caldwell, Charles McClendon, Jay Brantly, Andy Christensen, Warren Gall, Richard Parosh, J.L. Zimmerman, Michael Steven Harness, Harold Steven Harness, Ancil B. Garvin, III, David Smith, Richard B. Way, and any other parties that may be added or substituted. If your client received any prior advances from LawMax, please be advised that this advance is a separate investment.

Attached is a Claim Investment Agreement. Please complete the portion regarding liens and assignments (Appendix II). If there are none, then the word "None" should be inserted in that section. The advance will not be made if this section is left blank.

The agreement should be signed by both you and your client in the appropriate places, and your client's signature must be notarized. The agreement should also be initialed by you (Appendix II) and your client in the appropriate places.

After it has been completed and signed, please fax the agreement back to us along with copies of your client's valid picture ID and Social Security card. Please also mail a fully executed original to us. Upon receipt of the faxed copy, we will promptly send a check to your client.

If your client requires funds to be sent via overnight courier, we will deduct \$20.00 (or \$30.00 for Saturday delivery) from the investment amount for delivery expenses. This charge will not apply if the advance is \$3,000 or more.

Please mark James Spencer's file accordingly to reflect our lien. In the event your firm obtains a recovery on behalf of your client, you must honor our lien in full prior to distributing any funds to your client.

If you have any questions or if we can be of service to any of your other clients, please feel free to call us at 212-485-3707. Thank you for your assistance. We look forward to working with you!

Very truly yours,

Thank you for your assistance.

New Amsterdam Capital Partners LLC d/b/a LawMax Legal Finance

Tanya Kossarkova
Account Executive

www.fundmycase.com
Supp. ROA 0133

409 Columbus Avenue, Suite 300
New York, New York 10014
tel: 212-485-3707
fax: 212-485-3704
info@fundmycase.com
www.fundmycase.com

EXHIBIT

13
MT 0130

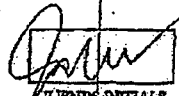
CLAIM INVESTMENT AGREEMENT

DISCLOSURE STATEMENT

1. ~~Principal Amount to be paid by Buyer to Seller~~ under this Agreement: \$35,000.00
2. Minimum annual rate of return for the first year: 2.2 x Investment Amount
3. Total amount to be paid by Seller to Buyer (the "LawMax Ownership Stake"):

On or before August 23, 2007	\$63,000.00
After August 23, 2007 but on or before February 23, 2008	\$77,000.00
After February 23, 2008 but on or before August 23, 2008	\$91,000.00
After August 23, 2008 but on or before February 23, 2009	\$105,000.00
After February 23, 2009 but on or before August 23, 2009	\$122,500.00
After August 23, 2009 but on or before February 23, 2010	\$140,000.00
After February 23, 2010	\$157,500.00

*** CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM BUYER. In order for the cancellation to be effective, you must either: (i) return the full amount of disbursed funds to Buyer by delivering Buyer's uncashed check to Buyer's office in person, within 5 business days of the disbursement of funds, or (ii) mail a notice of cancellation and include in that mailing a return of the full amount of disbursed funds (in the form of Buyer's check, or a registered or certified check or money order), by insured, registered or certified United States mail, postmarked within five business days of receiving funds from Buyer, at the following address: 459 Columbus Ave., Suite 299, New York, NY 10024.***


CLIENT'S INITIALS

Page 1 of 10

LawMax, tel. 212-480-3707 fax 212-480-3674

Supp. ROA 0134

EXHIBIT

14

MEP0134

CLAIM INVESTMENT AGREEMENT

This Claim Investment Agreement ("Agreement") is entered into this February 23, 2007 by and between James Spencer, [REDACTED] ("Seller"), who resides at 7701 Street Andrews Box 183, Columbia, SC 29212, and LawMax Legal Finance ("Buyer"), located at 459 Columbus Avenue, Suite 299, New York, New York 10024.

WHEREAS, Seller is the plaintiff in a legal claim against Horry County, South Carolina Horry County Sheriff's Department, Horry County Police Department, City of Myrtle Beach, Myrtle Beach Police Department, James Albert Allen, Jr., Sidney Rick Thompson, Jeffrey S. Caldwell, Charles McClendon, Jay Brantly, Andy Christensen, Warren Gall, Richard Purosh, J.L. Zimmerman, Michael Steven Harness, Harold Steven Harness, Aund B. Garvin, III, David Smith, Richard B. Way, and any other parties that may be added or substituted, including all applicable uninsured/underinsured insurance carriers and workers' compensation claims (collectively referred to as the "Claim"); and

WHEREAS, Seller desires to ensure the receipt of some proceeds from the Claim without regard to its outcome and wishes to sell the right to receive a portion of the proceeds recovered, if any, with respect to the Claim.

WHEREAS, ~~Seller does not have sufficient funds to pay for living expenses during the pendency of the Claim; does not have sufficient income or assets to obtain a loan; and cannot obtain funds from other sources; and~~

WHEREAS, Buyer is in the business of investing in claims by purchasing the right to receive portions of the proceeds recovered from the settlements of claims and lawsuits and from judgments and desires to purchase from Seller an interest in its proceeds from the Claim; and

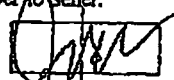
NOW THEREFORE, for valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree to as follows:

1. **Purchase Price; Buyer's Payment to Seller.** ~~Buyer shall pay THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00) to Seller ("Investment Amount").~~ Said Investment Amount is paid without recourse or other obligation of Seller to repay it, except as expressly set forth herein.

2. **Sale and Purchase; Seller's Payment to Buyer.** Seller hereby unconditionally and irrevocably grants, assigns, transfers and conveys to Buyer the following right, title and interest in the Proceeds (defined hereunder in Article 13) from the Claim (the "LawMax Ownership Stake") as set forth in the Payment Schedule below:

Payment Schedule	LawMax Ownership Stake
On or before August 23, 2007	\$63,000.00
After August 23, 2007 but on or before February 23, 2008	\$77,000.00
After February 23, 2008 but on or before August 23, 2008	\$91,000.00
After August 23, 2008 but on or before February 23, 2009	\$105,000.00
After February 23, 2009 but on or before August 23, 2009	\$122,500.00
After August 23, 2009 but on or before February 23, 2010	\$140,000.00
After February 23, 2010	\$157,600.00

3. **Seller's Additional Payment Terms.** The LawMax Ownership Stake shall be due and payable by Seller to Buyer in full on the date the Proceeds from the Claim are recovered. The amount of LawMax Ownership Stake will be adjusted to reflect the actual date of payment of the Principal Amount by Buyer to Seller.


CLIENT'S INITIALS

4. **Priority of Payments.** Seller acknowledges that any Proceeds recovered from the Claim shall be paid to Buyer first, before Seller is entitled to receive any funds or distributions. In the event the Proceeds are received in multiple payments, whether pursuant to a structured settlement, annuity, or other form of installment payment, Buyer's right to receive the LawMax Ownership Stake in full shall be prior and senior to Seller's right to receive any portion of the proceeds from the Claim. Seller may terminate this Agreement at any time by the payment to Buyer of the LawMax Ownership Stake in accordance with the Payment Schedule set forth in Article 2 above. All prepayments shall be credited first to the difference between the LawMax Ownership Stake and the Investment Amount.

5. **Non-Recourse Investment.** Seller acknowledges that Buyer shall advance funds under this Agreement on a non-recourse basis only. In the event Seller does not recover any Proceeds from the Claim, Seller shall not be obligated to pay Buyer anything, and Buyer shall further forfeit its entire investment hereunder. Furthermore, in the event Seller recovers Proceeds from the Claim which are insufficient to pay the full LawMax Ownership Stake due to Buyer, then Buyer's total entitlement shall be limited to the gross amount of Seller's recovery after attorney's fees and costs.

6. **Risk of Loss; No Loan.** Seller acknowledges that the transaction contemplated by this Agreement involves a high risk of loss to Buyer. The funding provided by Buyer is a non-recourse purchase of an interest in the prospective Proceeds of the Claim and is not a loan. This transaction is an absolute assignment from Seller to Buyer and is fully perfected as of the date hereof. Seller agrees not to treat and report this transaction as a loan for all purposes, including taxes.

7. **Fully Informed.** Seller acknowledges that every page of this Agreement has been fully explained to him and all questions that he may have regarding this transaction have been fully answered. Seller has had an opportunity to consult with its attorney and other advisors before signing this Agreement.

8. **Seller's Right of Rescission. CONSUMER'S RIGHT TO CANCELLATION: SELLER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE BUSINESS DAYS FROM THE DATE SELLER RECEIVES FUNDING FROM BUYER.** In order for the cancellation to be effective, SELLER must either: (i) return the full Investment Amount of disbursed funds to Buyer by delivering Buyer's uncashed check to Buyer's office in person, within five (5) business days of the disbursement of funds, or (ii) mail a notice of cancellation and include in that mailing a return of the full Investment Amount of disbursed funds (in the form of Buyer's uncashed check, or a registered or certified check or money order), by insured, registered or certified United States mail, postmarked within five business days of receiving funds from Buyer, at the following address: 459 Columbus Avenue, Suite 299, New York, New York 10024.

9. **No Obligation to Reduce Lien.** Seller acknowledges that Buyer is under no obligation to reduce its lien if Seller obtains a recovery from the Claim.

10. **Waiver of Defenses; No Avoidance of Payment.** Seller hereby waives any defenses to payment of any LawMax Ownership Stake due to Buyer and hereby agrees not to seek avoidance of payment of this amount.

11. **Right of First Refusal for Additional Funding; Limits on Advances.** Seller hereby grants Buyer the exclusive right of "first refusal" for any additional funding that Seller may require with respect to the Claim. Seller agrees not to obtain funding from any other source with respect to the Claim without the express written consent of Buyer.

12. **Irrevocable Power of Attorney in Favor of Buyer.** Seller hereby irrevocably appoints Buyer as its true and lawful attorney-in-fact, in its name, place and stead, with full powers to request and receive all information related to the Claim from any sources, including but not limited to medical providers, attorneys, insurance companies, law enforcement, and government organizations. This power of attorney shall remain in full force and be binding until Buyer is paid in full in accordance with the terms of this Agreement.

13. **Proceeds for LawMax Ownership Stake.** For the purpose of this Agreement, the Proceeds shall be the gross amount (after attorneys' fees and costs) paid to Seller by or on behalf of one or more of the defendants to settle the matters which are the subject of the Claim, or pursuant to any verdict or judgment entered against them with respect to the matters which are the subject of the Claim.

14. **No transfer of Claim or Right of Action.** The parties to this Agreement intend to sell and to purchase the right to receive a portion of the Proceeds that may be recovered with respect to the Claim. This Agreement does not transfer or convey any right of action, cause of action or claim for relief which Seller may have against any of the defendants in the Claim or any other person or entity arising out of the facts, transactions, occurrences or events which are alleged in, or are the subject of, the complaint, as amended, on file in the Claim. Buyer shall not have any right to control, interfere with, or influence the prosecution of the case on behalf of Seller with respect to the Claim or any settlement negotiations that may occur.

15. **No Encumbrances on Proceeds; No Fraud.** Seller represents to Buyer that it has good and marketable title to the Proceeds of the Claim and that it has not, prior to the date hereof, sold, encumbered, transferred, assigned and/or conveyed any interest in the Proceeds of the Claim to any other person or entity, except as provided in the Attorney Acknowledgment and Undertaking section of Appendix II hereto, and that Seller shall not do so in the future. Seller has not committed fraud in connection with this Agreement or the Claim, and all statements, disclosures, and representations made by Seller to Buyer are truthful, complete, accurate and correct. Seller has informed Buyer regarding the status of all actions, facts and circumstances that materially affect or impair the Claim as well as Seller's and Buyer's rights.

16. **Seller's Brokers; No Authority to Negotiate Lien.** Seller hereby acknowledges that in the event any broker or intermediary referred it to Buyer for funding, such intermediary is an agent of Seller and not an agent of Buyer. Seller shall not negotiate Buyer's lien with anyone other than Buyer, including but not limited to brokers, agents, independent contractors, etc. Any reductions of Buyer's lien are void unless they are expressly authorized in writing by Buyer.

17. **Instructions to Attorney.** Seller hereby irrevocably instructs and directs its attorney of record with respect to the Claim to sign this Agreement in the appropriate space provided in the Attorney Acknowledgment and Undertaking section in Appendix II hereof, to acknowledge notice of this Agreement and the rights created thereby, to disclose to Buyer all assignments, conveyances and transfers of, and liens upon the Proceeds and to distribute the Proceeds to Buyer in compliance with the provisions herein.

18. **Mandatory Updates.** Seller hereby irrevocably instructs and directs its attorney of record to keep Buyer updated regarding any changes affecting this case and to provide written updates regarding the case status at Buyer's request.

19. **Substitution of Attorney.** If Seller substitutes another lawyer or law firm as its attorney of record with respect to the Claim, Seller and its current attorney of record shall each give Buyer immediate written notice thereof by certified mail, return receipt requested, and state the name, address and telephone number of Seller's new attorney of record.

20. **Instructions to Substituted Attorney(s).** If Seller substitutes another lawyer or law firm as its attorney of record with respect to the Claim, Seller hereby irrevocably instructs and directs the new attorney(s) and law firm(s) to acknowledge this Agreement by signing it in the appropriate space below and to distribute the LawMax Ownership Stake in accordance with this Agreement. Seller further irrevocably instructs and directs its new attorney(s) to keep Buyer updated regarding any changes affecting the Claim and to provide written updates regarding the case status at Buyer's request. Notwithstanding anything to the contrary, Seller irrevocably instructs and directs all substituted or new attorneys of record to strictly comply with all obligations contained in and derived from this Agreement, including any appendices and acknowledgments hereto.

21. **Mandatory Documents and Reports of Supplementary Information.** Seller shall promptly notify Buyer in writing if and when: (a) Seller enters into an agreement with any defendant to settle the Claim or any portion thereof; (b) Seller receives any notices or documents evidencing any receipt of payments or promises or make payments with respect to the Claim; and (c) Seller's attorney receives any Proceeds with respect to the Claim.

22. **Right to Notify Defendant.** Buyer reserves the right to notify the defendants, the defendant(s) attorney(s) and/or defendant(s) insurance company(s) regarding this Agreement and to furnish them a copy of this Agreement.

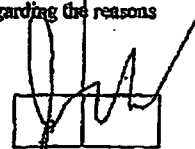
23. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors-in-interest, heirs, executors, representatives, successors and assigns.

24. **No Attorney-Client Relationship.** Buyer is not engaged in the practice of law, and does not represent Seller as its attorney. Buyer assumes no obligations whatsoever with respect to the Claim.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, between the parties hereto relating to any transaction contemplated by this Agreement. This Agreement can be modified only in writing.

26. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. SUBJECT TO ARTICLE 27 BELOW, BUYER AND SELLER HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY, AND EACH WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO THE ADDRESS SET FORTH IN THE FIRST PARAGRAPH OF THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON RECEIPT THEREOF. BUYER AND SELLER HEREBY WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. BUYER AND SELLER EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

27. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association (hereinafter referred to as "AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or a retired judge licensed to practice in the State of New York. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.


CLIENT'S INITIALS

28. **Waiver of Counterclaims.** Seller waives all rights to interpose any claims, deductions, setoffs or counterclaims of any nature (other than compulsory counterclaims) in any action or proceeding with respect to this Agreement or any matter arising therefrom or relating hereto or thereto.

29. **No Seller Bankruptcy.** Seller hereby represents and warrants that it is now not subject to any bankruptcy proceeding or proceeding regarding the appointment of any trustee or receiver for all or any part of its property, and that it does not intend to file for bankruptcy at any time in the future and there are no lawsuits or other efforts by any of its creditors to put Seller into bankruptcy.

30. **Treatment in Bankruptcy.** In the event Seller commences, or has commenced against it, any case (or other proceeding) pursuant to any bankruptcy, insolvency or similar law prior to Buyer's receipt of the LawMax Ownership Stake payable hereunder, Seller shall cause Buyer's entitlement hereunder to be described as an asset of Buyer in any oral or written communications, including, but not limited to, any schedule or other documents, made or filed in connection with any such case or proceeding. In no event shall Seller permit Buyer's interest, as contemplated herein, to be described as a debt or obligation of Seller to Buyer in any such communication.

31. **Collection Expenses.** In the event of any legal action or proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable actual attorneys' fees and expenses incurred therein from the unsuccessful party.

32. **Carrier Expenses.** In the event Seller requests the funds to be sent via overnight courier, Seller hereby authorizes Buyer to deduct TWENTY AND 00/100 DOLLARS (\$20.00), or THIRTY AND 00/100 DOLLARS (\$30.00) for Saturday delivery, from the Investment Amount for overnight delivery expenses.

33. **Equal Bargaining Position.** This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, either party.

34. **Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, articles or sections contained this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to the greatest period which would be valid.

35. **Event of Default.** In the event Seller breaches any of its obligations under this Agreement, such breach shall constitute an Event of Default hereunder.

36. **No Circumvention; False Statements.** Seller shall take no steps to circumvent the rights and obligations set forth in this Agreement in any way whatsoever and shall not attempt to avoid payment to Buyer. Seller shall not make any false statements to Buyer in connection with the Claim or this Agreement. Any breach of this article shall increase the LawMax Ownership Stake by FIFTY PERCENT (50 %).


CLIENT INITIALS

37. Waiver. Any waiver, changes, modifications or corrections made by Seller, and/or its attorney(s) or representative(s) in this Agreement shall be invalid and void unless expressly authorized by Buyer in writing. The failure of any party to enforce, at any time, any of the obligations hereunder shall not be construed as a waiver of such obligations.

38. Buyer's Right to Rescission. Seller hereby acknowledges that Buyer reserves the right to cancel this Agreement and reject the making of this advance at any time, for any reason and without any penalty or obligation whatsoever before this Agreement has been signed by Buyer.

39. Other Sources of Capital. Seller has been advised and acknowledges that other sources of funding may have more favorable rates, payment schedules, terms and conditions, and that Buyer may make a substantial return from its investment by the terms of this Agreement. Seller has been further advised and instructed by Buyer that Seller should seek this funding from sources other than Buyer, including but not limited to banks, credit cards, family, friends, charitable and government organizations.

40. Right to Use Information for Marketing Purposes. Seller hereby grants Buyer the right to use Seller's first name in its marketing materials, including websites, brochures, letters, postcards, television and radio commercials.

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACE. BEFORE YOU SIGN THIS AGREEMENT YOU SHOULD OBTAIN THE ADVICE OF YOUR ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.

Seller

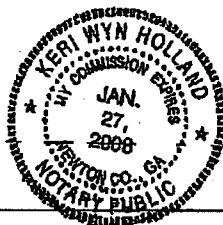
Buyer

James Spencer
James Spencer

Max Volsky, President
Max Volsky, President

On this 26 day of Feb, 2007, personally appeared before me James Spencer known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public: Keri Wyn Holland My Commission Expires: Jan 27 2008



Appendix I IRREVOCABLE POWER OF ATTORNEY AND INSTRUCTIONS TO ATTORNEY

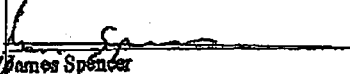
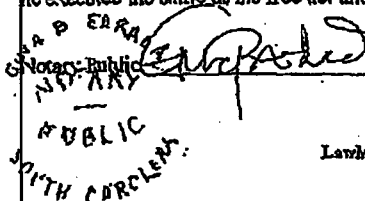
James Spencer hereby irrevocably appoints Ronald N. Serota and the firm Corporate Law Center, and any other attorney or law firm that may be added or substituted, as my true and lawful attorney-in-fact, in its name, place and stead, with full power to receive, sign, endorse and deposit into their trust account any check, draft or other financial instrument received in payment of my Claim, as defined in the Agreement. This power of attorney shall remain in full force and be binding until LawMax Legal Finance is paid in full as set forth in the Agreement.

I further irrevocably instruct Ronald N. Serota and the firm Corporate Law Center, and any other attorney or law firm that maybe added or substituted, to place an irrevocable assignment, consensual lien and security interest against any and all of the Proceeds due to me from the Claim after payment of the attorney's fees and costs. I irrevocably instruct and direct Ronald N. Serota, the firm Corporate Law Center, or any other attorney or law firm that maybe added or substituted to protect and satisfy this assignment, consensual lien and security interest with respect to the LawMax Ownership Stake, which is set forth in Article 2 of the Agreement.

During the pendency of the Claim, I irrevocably instruct and direct Ronald N. Serota, the firm of Corporate Law Center, and any other attorney or law firm that maybe added or substituted, to provide written updates to LawMax Legal Finance at their request regarding the status of the Claim and any development that may be material to the Claim.

Upon the settlement, resolution, or any distribution of Proceeds related to the Claim, I irrevocably instruct and direct Ronald N. Serota, the firm of Corporate Law Center, and any attorney or law firm that may be added or substituted, to protect and satisfy this assignment, consensual lien and security interest in favor of LawMax Legal Finance before releasing any funds to me. If there is a dispute regarding this instrument or the Agreement, I irrevocably instruct and direct my attorney(s) not to release any funds to me until such dispute is resolved. I understand that LawMax Legal Finance has relied on this instrument to provide funding to me under the Agreement. In the event that Ronald N. Serota or the firm of Corporate Law Center ceases to represent me, I irrevocably instruct and direct Ronald N. Serota, the firm of Corporate Law Center, and any attorney or law firm that may be added or substituted to provide LawMax Legal Finance with information regarding the new attorney, applicable insurance, or any other information necessary for LawMax Legal Finance to protect their interest under the Agreement and to follow my irrevocable instructions that are contained in the Agreement and this instrument.

I fully read the Agreement and understand all the terms it contains. I also had the opportunity to ask questions regarding the Agreement and the transaction contained therein and all such questions have been answered. This instrument is a part of the Agreement and shall be decided by binding arbitration in the event a dispute arises relating hereto. This instrument may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one agreement.

Seller	Buyer
 James Spencer	 Max Volaky, President
On this <u>1st</u> day of <u>March</u> , 2007, personally appeared before me James Spencer known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.	
 Notary Public PUBLIC SOUTH CAROLINA	My Commission Expires: <u>February 2, 2008</u>

Page 8 of 10
LawMax tel. 212-488-3707 fax 212-488-3674

Supp. ROA 0141

MTB0138

Appendix II

ATTORNEY ACKNOWLEDGMENT AND UNDERTAKING

1. ~~The undersigned hereby acknowledges to Buyer that the undersigned is the attorney of record for Seller.~~ Seller's Claim is still pending against a viable defendant.
2. The undersigned hereby informs Buyer that liability, causation, and damages are contested in this Claim. there are no assurances that Seller will prevail, and there is substantial uncertainty as to the amount, if any, Seller may recover.
3. The undersigned hereby acknowledges notice of the provisions of the foregoing Agreement, including without limitation, the Irrevocable Power of Attorney and Instructions to Attorney in Appendix I to the Agreement, and agrees to disburse in compliance therewith the Proceeds, if any, recovered on behalf of Seller with respect to the Claim within five (5) business days of receiving cleared Proceeds.
4. The undersigned acknowledges that he is the custodian of Buyer's funds upon obtaining a recovery on behalf of Seller with respect to the Claim. The undersigned shall not distribute any funds to Seller prior to satisfying Buyer's lien in full, including in the event of any dispute between Seller and Buyer regarding this Agreement.
5. At Buyer's request, the undersigned hereby agrees to keep Buyer updated regarding any changes affecting this Claim and to provide written updates regarding the case status, including any new contact information for Seller.
6. The undersigned hereby agrees to notify Buyer in writing immediately upon any material change in the status of the Claim, including but not limited to settlement of the Claim, judgment, arbitration, dismissal of the Claim, disappearance, imprisonment or death of Seller, or lack of cooperation on the part of Seller. The undersigned further agrees to submit documentary proof, if any, with respect to any significant change in the status of the Claim, e.g., signed settlement release, judgment, arbitration decision, etc.
7. The undersigned hereby confirms that he has reviewed the Agreement and explained to Seller its terms, including the rate of return applied to calculate the amount to be paid by Seller to Buyer.
8. In the event the undersigned is terminated as Seller's attorney of record with respect to the Claim, the undersigned shall give Buyer immediate written notice thereof by certified mail, return receipt requested, and state the name, address and telephone number of Seller's new attorney of record.
9. The undersigned agrees not to approve, sign or acknowledge any funding (investment) agreement, lien, promissory note or other instrument between Seller and another individual or entity with respect to the Claim without the express written consent of Buyer.
10. The undersigned hereby represents to Buyer that he shall take no steps to circumvent the rights and obligations set forth in this Agreement in any way whatsoever. Any circumvention in violation of the provisions hereof shall increase Seller's obligation to Buyer by FIFTY PERCENT (50 %) in accordance with Article 36 of this Agreement.
11. This Attorney Acknowledgment and Undertaking shall be governed by, and construed in accordance with, the internal laws (as opposed to conflict of laws provisions) of the state of New York. Subject to Article 12 of this Appendix II, Buyer and the undersigned hereby submit to the exclusive jurisdiction of the courts of the state of New York and the United States district court located in the borough of Manhattan in New York City, and each waives personal service of any and all process upon it and consents that all such service of process be made by registered mail directed to the address set forth in the first paragraph of this agreement and service so made shall be deemed to be completed upon receipt thereof. Buyer and the undersigned hereby waive any objection based on forum non conveniens, and any objection to venue of any action instituted hereunder and consents to the granting of such legal or equitable relief as is deemed appropriate by the court. Buyer and the undersigned each hereby waives any right to have a jury participate in resolving any dispute, sounding in contract, tort, or otherwise arising out of, connected with, related to, or in connection with this agreement. Instead, any dispute resolved in court will be resolved by a bench trial without a jury.

ATTORNEY'S INITIALS

12. Any controversy or claim arising out of or relating to this Attorney Acknowledgement, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association (hereinafter referred to as "AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or a retired judge licensed to practice in the State of New York. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.

13. To the best of the undersigned's information, knowledge and belief, Seller is of sound mind and memory at the time of reading and signing this Agreement, and is mentally and psychologically capable of fully understanding the nature, meaning and terms of this Agreement.

14. The undersigned shall not negotiate Buyer's lien with anyone other than Buyer. All reductions of Buyer's lien are void unless they are expressly authorized in writing by Buyer.

15. The undersigned hereby acknowledges that Seller unconditionally and irrevocably granted, assigned, transferred and conveyed the LawMax Ownership Stake set forth in Article 2 of the Agreement to Buyer. Said LawMax Ownership Stake is the exclusive property of Buyer, shall be held in trust by the undersigned for the benefit of Buyer, and shall not be subject to any liens, assignments, transfers, conveyances, deductions or setoffs of any kind whatsoever. The undersigned hereby further acknowledges that he has not been given any notice of liens, assignments, transfers or conveyances of any portion of the Proceeds of the Claim except as set forth herein.

Please list all known liens below. If none, so state. This section must be completed by the client's attorney only.

NAME	AMOUNT	DATE
Lit Funding USA	50,000 Principal	150,000 Int 6/05
Resolution Settlement Corp	25,000 Principal	100,000 Int 6/05

at 2/17

Corporate Law Center

BY:

Ronald N. Serota, Esq.

Date:

2/23/07

LIEN IS CONTINGENT UPON PROCEEDS
OF 35,000 MADE PAYABLE TO
Corporate Law Center Trust Account

Addendum:

On this date, March 1, 2007, James Brian Spencer had his Social Security number verified through First Citizen Bank records as being: [REDACTED]

I, Gina B. Edrada, am a notary employed by First Citizens Bank and Trust.

On this 1st day of March, 2007, personally appeared before me James Spencer know to me to be the person described in and who authorized me to verify the foregoing account listing information regarding James B. Spencer's Social Security number and acknowledged that he authorized the same as his free act and deed.

James B. Spencer: _____

Notary Public: _____

My Commission Expires: _____

My Commission Expires February 2, 2009

12. Any controversy or claim arising out of or relating to this Attorney Acknowledgement, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association (hereinafter referred to as "AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or a retired judge licensed to practice in the State of New York. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.

13. To the best of the undersigned's information, knowledge and belief, Seller is of sound mind and memory at the time of reading and signing this Agreement, and is mentally and psychologically capable of fully understanding the nature, meaning and terms of this Agreement.

14. The undersigned shall not negotiate Buyer's lien with anyone other than Buyer. All reductions of Buyer's lien are void unless they are expressly authorized in writing by Buyer.

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Please list all known liens below. If none, so state. This section must be completed by the client's attorney only.

NAME	NOTES DTD 6/05	AMOUNT	DATE	AT 2/07
LIT FUNDING USA		\$50,000 PRN	150,000	INT
RESOLUTION SETTLEMENT CORP		25,000 PRN	100,000	INT AT 2/07

Corporate Law Center

BY: _____ Date: _____
 Ronald N. Serota, Esq.

Law Office of John R. Rakowsky

BY: John R. Rakowsky Date: 3/5/07
 John R. Rakowsky, Esq.

12. Any controversy or claim arising out of or relating to this Attorney Acknowledgement, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association (hereinafter referred to as "AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or a retired judge licensed to practice in the State of New York. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.

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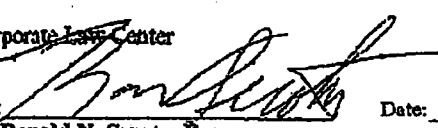
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Please list all known liens below. If none, so state. This section must be completed by the client's attorney only.

NAME	NOTES DTD 6/05	AMOUNT	DATE	AT 2/07
Lit Funding USA		50,000 PRN	150,000 INT	
Resolution S. H. ment Corp		25,000 PRN	100,000 INT	AT 2/07

Corporate Law Center

BY:  Date: 3/2/07
Ronald N. Serota, Esq.


LAW OFFICES OF JOAN R. RAKOWSKI

Mara T. Ballard, CFE, CMA, FA
Ballard & Watson, Attorneys at Law
226 State Street
West Columbia, South Carolina 29169
803.796.9299
mara@desaballard.com

Exhibit D

Education: Certified Fraud Examiner (2013)
Forensic Accounting Certification (2006)
Certified Management Accountant (1991)

Bachelor of Arts (1984) University of Puget Sound Tacoma, WA
• Major: Business Administration / Accounting
• Minor: Computer Science

Professional Experience:

Financial Management – experience includes financial forecasting, budgeting and reporting, expense management, communication of financial information to all levels of management, implementation of new systems, and day-to-day operations of general accounting departments.

Consultant - Specializing in review, design and implementation of law firm accounting systems and procedures in accordance with the South Carolina Rules of Professional Conduct for small and solo law firm practices.

Forensic Accountant / Fraud Examiner – Litigation support for attorneys in regards to trust account related reviews, partnership dissolutions, Commission on Lawyer Conduct – Office of Disciplinary Counsel grievances and embezzlement matters.

Office Management - responsibilities include human resource, financial, facilities, telecommunications and information technology management for a law firm with two attorneys and three staff.

Professional Memberships:

Institute of Management Accountants – Columbia Chapter

Association of Certified Fraud Examiners – Palmetto Chapter

Former member of the Association of Legal Administrators (ALA) – SC Chapter

Notary Public

Speaking Engagements:

SC Bar (CLE)

- Trust Account School (LEAPP)
- Ethics day

USC Law School

- Professional Responsibility
- Secured Transactions
- Advanced Legal Profession

SC CPA Assoc.

- Lawyers Trust Accounting

Association of Certified Fraud Examiners

- Trust Accounting for Lawyers

Qualified as an expert:

Richland County Common Pleas

Greenville County Common Pleas

Commission on Lawyer Conduct (Investigative Panel)

Employment:

Pierce County Medical, Tacoma, Washington (1985 - 1986)

Blue Cross Blue Shield South Carolina (1986 - 1997)

Colonial Life & Accident, Inc. (1997 - 2000)

Desa Ballard, PA (1997 - Present)

d/b/a Law Offices of Desa Ballard

d/b/a Ballard Watson Weissenstein

d/b/a Ballard & Watson, Attorneys at Law

Law Office Accounting (1999 - Present)

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Richland County
Doyet A. Early III, Circuit Court Judge
Case No. 2008-CP-40-6656
Appellate Case No. 2014-002029

John R. Rakowsky, Respondent

v.

Law Offices of Adrian L. Falgione, LLC, James Spencer,
Estate of Doris Holt, Nick Williams on behalf of RSC,
Irene Santacroce, Rodney Keith Lail, Marguerite Stephens
Ricky Stephens, Michael Hartness, Horry County, SC,
Eugene Chewing, and Glenn W. Harrison,
Defendants,

Of whom James Spencer, Irene Santacroce, Rodney Keith
Lail, and the Estate of Doris Holt are the
Appellants.

RECEIVED

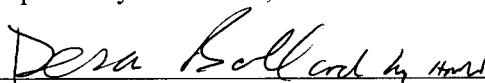
SEP 16 2016

SC Court of Appeals

CERTIFICATE OF COUNSEL

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

Respectfully submitted,



Desa Ballard

Harvey M. Watson III

BALLARD & WATSON

Post Office Box 6338

West Columbia, South Carolina 29171

Telephone 803.796.9299

desab@desaballard.com

harvey@desaballard.com

ATTORNEYS FOR APPELLANT

September 12, 2016