

South Carolina Department of Public Safety

S.C. Highway Patrol

December 1, 2016

Raymon E. Lark, Jr., Esq.
Austin & Rogers, P.A.
508 Hampton Street, 3rd Floor
Columbia, South Carolina 29201

RECEIVED

DEC 09 2016

SC Court of Appeals

RE: Wayne's Automotive Center, Inc.

Dear Mr. Lark:

I am in receipt of your letter dated October 21, 2016 in which you have asked the South Carolina Department of Public Safety ("SCDPS") to reconsider a suspension which was previously imposed on Wayne's Automotive Center, Inc. ("Wayne's") for violations of Section 38-600 of the South Carolina Code of State Regulations.

After having carefully considered the grounds raised in your appeal, I concur with the findings and conclusions made by Captain C. B. Hughes and affirm his decision to suspend and remove Wayne's from the South Carolina Highway Patrol Rotation List ("Rotation List") for a period of one hundred twenty (120) days. The first part of the suspension shall begin on December 12, 2016, and run through December 31, 2016. Additionally, if Wayne's applies for and obtains approval for placement on the 2017 Rotation List, the suspension will extend until April 11, 2017. If Wayne's does not apply or receive approval for placement on the 2017 Rotation List, the suspension will extend into any subsequent calendar year in which Wayne's applies for and is approved to be on the Rotation List until all days of the suspension period are served.

Insofar as this suspension applies to all South Carolina locations operated by Wayne's, it will not receive any Rotation List calls in any county during this period. Per SCDPS policy, this disciplinary measure may be used to support subsequent disciplinary action and shall become a part of the permanent SCDPS file on Wayne's.

This is the final agency action for purposes of administrative review. Should you wish to pursue an appeal of this matter, you may seek judicial review in a court of competent jurisdiction.

Colonel Michael R. Oliver
South Carolina Highway Patrol

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Courtesy - Efficiency - Service



South Carolina Department of Public Safety
S.C. Highway Patrol

CERTIFIED COPY

September 26, 2016
RECEIVED
DEC 09 2016
SC Court of Appeals

VIA CERTIFIED MAIL

Raymon E. Lark, Jr., Esq.
Austin & Rogers, P.A.
508 Hampton Street, 3rd Floor
Columbia, SC 29201

RE: Notice of Disciplinary Action Decision – Wayne's Automotive Center, Inc.

Dear Mr. Lark:

By letter dated April 25, 2016, the South Carolina Highway Patrol ("SCHP") notified Wayne's Automotive Center, Inc. ("Wayne's") of proposed disciplinary action arising out of a tow performed by Wayne's on February 9, 2016. A hearing on the matter was held at the South Carolina Department of Public Safety ("SCDPS" or "Department") on August 8, 2016. The Department's decision in this matter is set forth below.

FINDINGS OF FACT

1. On November 25, 2015, Pamela Belton signed the SCHP Wrecker Rotation Fee Schedule on behalf of Wayne's establishing the Troop Seven wrecker rotation fees for 2016 and containing other provisions governing Rotation List tows (set forth more fully in the Conclusions of Law herein). This document is attached hereto as Exhibit "1."
2. On February 9, 2016, Wayne's received a routine rotation call from SCHP requesting a Class "C" wrecker to tow a tractor-trailer belonging to J.H.O.C., Inc. d/b/a Premier Transportation ("Premier") that had overturned on I-20 near the South Carolina/Georgia border.
3. On February 10, 2016, Wayne's issued an invoice to Premier for the tow and clean-up totaling \$69,017.19 ("First Invoice"). The First Invoice reflected that Wayne's utilized a heavy duty wrecker for 21 hours at a rate of \$436.00 per hour, a rotator for 21 hours at a rate of \$436.00 per hour, and a heavy duty tractor-trailer for 13 hours at the rate of \$436.00 per hour. The First Invoice also contained numerous other labor and equipment charges reflecting various rates and hours expended. This document is attached hereto as Exhibit "2."
4. Robert Watson of Recovery Resolution Specialists, Inc. ("RRS"), subsequently contacted SCHP to express concerns about the amounts shown on the First Invoice and the difficulty he was having obtaining a release of the cargo.
5. SCHP Lieutenant N. W. King reviewed the First Invoice and contacted W. Jeffery Corbett, the owner of Wayne's, on February 17, 2016, to discuss the fees on the First Invoice and release of the cargo.

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Notice of Disciplinary Action Decision

6. Mr. Corbett advised Lt. King during their conversation that some of the equipment and labor used to complete the tow and clean-up was furnished by two companies other than Wayne's, one of which was owned by his wife, Sherry Corbett.
7. Lt. King then advised Mr. Corbett that labor and equipment provided by a third party needed to be billed on a separate invoice. Mr. Corbett agreed to issue a revised invoice showing only those services performed by Wayne's and to separately invoice subcontracted labor and equipment provided by third parties. Lt. King also explained that Wayne's was obligated to release the cargo to its owner pursuant to S.C. Code § 56-5-5635,¹ and Mr. Corbett agreed to do so.
8. Despite Mr. Corbett's assurances to Lt. King, Wayne's did not issue a corrected invoice, provide separate invoices for third-party services, or release the cargo. Shortly thereafter, Mr. Watson submitted a written complaint with SCHP on February 19, 2016 ("Complaint"). The Complaint is attached hereto as Exhibit "3."
9. Lt. King called Mr. Corbett to discuss why Wayne's had not followed through on the foregoing matters discussed during the previous February 2016 conversation. Mr. Corbett informed Lt. King that Wayne's would not in fact be taking the referenced actions and that Wayne's would accept whatever consequences might result.
10. By check dated March 4, 2016, Premier paid a total of \$48,633.19 to Wayne's, which apparently accepted this amount as payment in full for services provided. A copy of this check is attached hereto as Exhibit "4."
11. On April 25, 2016, a Notice of Proposed Disciplinary Action ("Notice") signed by SCHP Cpt. A. K. Grice was sent to Wayne's notifying it that SCHP had concluded an investigation arising out of the February 9, 2016 tow and determined that the violations identified therein had been substantiated by the Department. Among other things, the Notice provided that (1) the cargo in Premier's tractor-trailer was owned by Tractor Supply Company; (2) pursuant to the Fee Schedule executed by Wayne's in November 2015, Wayne's was permitted to charge \$436.00 per hour for a Class "C" tow; (3) the First Invoice reflected that Wayne's utilized a heavy duty wrecker for 21 hours at a rate of \$436.00 per hour to complete the tow; and (4) Wayne's billed for a rotator (21 hours) and a heavy duty tractor-trailer (13 hours) at the rate of \$436.00 per hour in addition to the aforementioned heavy duty wrecker. A copy of the Notice is attached hereto as Exhibit "5."
12. On May 13, 2016, Mr. Corbett delivered a letter to the Department requesting a hearing.
13. On July 1, 2016, Wayne's provided the Department a document that appeared to be a revised invoice containing charges totaling \$48,633.19 ("Second Invoice"), which was the sum paid by Premier in March 2016. The Second Invoice reduced the First Invoice's charge for

¹ See S.C. Code Ann. § 56-5-5635(F) (governing tows performed at the direction of law enforcement and providing that "[t]he proprietor, owner, or operator of [a] towing company, storage facility, garage, or repair shop must release any personal property that does not belong to the owner of the vehicle to the owner of the personal property").

Notice of Disciplinary Action Decision

heavy duty wrecker time to 12 hours (at \$436/hour), but it left the \$436/hour charges for rotator and tractor trailer times (21 hours and 13 hours, respectively) unchanged from the First Invoice. The Second Invoice also contained numerous other labor and equipment charges reflecting various rates and hours expended. This document is attached hereto as Exhibit "6."

14. A hearing at the Department's Blythewood, South Carolina headquarters occurred on August 8, 2016.

15. At the hearing, Wayne's raised a number of legal arguments and referred to certain documents that it had provided previously to SCDPS via e-mail. Wayne's maintained chiefly that (1) Mr. Watson lacked standing to submit the Complaint; (2) Wayne's was denied due process; (3) the issue giving rise to the Complaint was rendered moot; and (4) the Department did not comply with South Carolina Code of State Regulations § 38-600 ("Regulation" or "Reg."), the South Carolina Constitution, or the Administrative Procedures Act ("APA").

16. Counsel for Wayne's submitted e-mails before and after the hearing² in which legal challenges were made on several grounds to the disciplinary action contemplated by the Notice and to the Department's processes associated with Rotation List disciplinary action in general. Counsel for Wayne's also submitted requests under the South Carolina Freedom of Information Act seeking the Complaint and other records associated with the February 2016 tow, and such records were furnished to Wayne's before the hearing.

17. At no time did Wayne's provide SCDPS with (1) an invoice showing only the work performed by Wayne's in this matter or (2) separate invoices reflecting labor or equipment being provided by any other company in connection with the tow, despite Mr. Corbett's representation to Lt. King that two other companies were involved:

18. Wayne's previously received a 60-day suspension from the Rotation List in 2015 for failing to abide by the Regulation in several particulars. A copy of the Department's July 30, 2015 decision (issued by Cpt. C. T. Stephens) imposing the suspension is attached hereto as Exhibit "7," and SCHP Colonel M. R. Oliver's September 22, 2015 denial of the subsequent appeal is attached as Exhibit "8."

CONCLUSIONS OF LAW

19. The law governing wrecker services utilized by SCDPS is found in Section 38-600 of the Regulation. In particular, Regulation 38-600(F)(2) mandates that all fees charged by wrecker services for Rotation List calls "shall be reasonable and not in excess of those rates charged for similar services" Additionally, Regulation 38-600(F)(2)(b) states that the "Troop commander will determine the reasonableness of the fees" Furthermore, "[f]ailure of any wrecker service to comply" with the Regulation "will result in disciplinary action in accordance with the South Carolina Department of Public Safety Wrecker Rotation Disciplinary Policy." Reg. § 38-600(D)(3).

² E-mails were received by the Department on July 1 and 15, 2016, and August 5 and 12, 2016. The August 12th e-mail to the Department was after the August 8, 2016 hearing, but it was considered along with the others because the record was kept open for an additional five days following the hearing.

Notice of Disciplinary Action Decision

20. The maximum fees recoverable by wrecker services on the SCHP Rotation List for standard tows in each wrecker class are set annually, and each wrecker service must execute a corresponding fee schedule ("Fee Schedule") governing such fees for the upcoming calendar year. Fees for Rotation List tows cannot exceed the amounts shown on the Fee Schedule, and charging additional fees other than those shown on the Fee Schedule is prohibited.

21. Pursuant to the Fee Schedule executed by Wayne's in November 2015, Wayne's was permitted to charge \$436.00 per hour for a Class "C" tow. The First Invoice reflected that Wayne's utilized a heavy duty wrecker for 21 hours at a rate of \$436.00 per hour to complete the tow. However, Wayne's also billed for a rotator (21 hours) and a heavy duty tractor-trailer (13 hours) at the rate of \$436.00 per hour. The Second Invoice reduced the charge for heavy duty wrecker time to 12 hours (at \$436/hour), but it left the \$436/hour charges for rotator and tractor trailer times (21 hours and 13 hours, respectively) unchanged. The hourly Class "C" rate set by the Fee Schedule is the maximum *total* hourly amount that may be charged for a wrecker service's performance of the tow/recovery itself—not a rate that can be charged for each vehicle or piece of equipment on the scene, as permitting charges to be stacked in such a manner would effectively negate the purpose of the Fee Schedule's "catch-all" rate.³ Therefore, the charges for the rotator and heavy duty tractor-trailer on both the First Invoice and Second Invoice were improper.

22. The Fee Schedule does not set a separate Special Operations fee for a Class "C" tow, but it does allow a wrecker service to "recover the actual cost of rented/subcontracted equipment or labor necessary to accomplish the job." It goes on to add that "[p]roof of these actual costs in the form of an itemized invoice or receipt from the third party providing such equipment or labor **must accompany the tow bill.**" (Emphasis added.)

23. Both the First Invoice and the Second Invoice contained numerous other itemized fees that Wayne's was not permitted by the Fee Schedule to charge. To the extent that some or all of the other itemized fees were purportedly for subcontracted labor or equipment, the Department has no record of them ever being separately invoiced by Wayne's as required. Hence, such charges were improper.

24. Wayne's has never disputed that the cargo was owned by an entity other than Premier, nor has it denied initially agreeing to release the cargo when first contacted by Lt. King. Wayne's later reneged on its commitment to release the cargo, and its behavior in this regard was manifestly unprofessional. Reg. 38-600(B)(8) (mandating that wrecker operators on the Rotation List "display professional behavior").

25. Wayne's argued that the Complaint should be disregarded because Mr. Watson allegedly (1) sought to use it as leverage in negotiating a reduction of the original amount Wayne's invoiced for the tow and (2) receives a commission based on how much of a reduction in tow bills he obtains on behalf of his clients. This argument is misplaced, as the Department's authority is limited to determining if a wrecker service has complied with applicable Rotation List requirements and, if not, imposing appropriate discipline. Therefore,

³ The Department is exploring changes to the Fee Schedule to allow wrecker services performing Class "C" tows to bill for additional labor/equipment, but the present matter is governed by the Fee Schedule executed by Wayne's in November 2015.

Notice of Disciplinary Action Decision

whatever factors may or may not have motivated Mr. Watson to submit the Complaint have no bearing on whether Wayne's engaged in conduct for which it could be disciplined.

26. Wayne's asserted that it should not have been subject to the proposed discipline set forth in the April 2016 Notice because the dispute in this matter was settled by payment of Premier's check for \$48,633.19 in early March 2016, thereby rendering the Complaint moot. The Department disagrees. First, the subsequent acceptance of a reduced sum by Wayne's as payment in full for the tow does not cure the impropriety of the charges at the time they were first invoiced. The fact that a party may later correct violations brought to its attention does not deprive a government entity of the ability to take administrative action for such violations. See, e.g., Garris v. Gov'ing Bd. of the S.C. Reins. Facility, 319 S.C. 388, 391, 461 S.E.2d 819, 821 (1995) (rejecting argument that a statute affording a party an opportunity to "show compliance" prior to "the institution of agency proceedings" meant the party first had to be "provid[ed] an opportunity to correct deficiencies," and concluding that "showing compliance mean[t] showing that *at the time of the alleged violation* [the party] was in full compliance with the law") (emphasis added). Moreover, the First Invoice's deficiencies cannot be accurately said to have been "corrected" by the Second Invoice, as the latter contained (1) improper charges for the rotator and heavy duty tractor-trailer, (2) itemized fees not specifically authorized by the Fee Schedule, and (3) charges for labor or equipment that were required to be shown by separate invoice(s). To the extent that Wayne's still has not demonstrated that it can adhere to proper billing practices associated with Rotation List tows, its conduct in this regard could continue unless the Department addresses it accordingly. Byrd v. Irmo High School, 321 S.C. 426, 431, 468 S.E.2d 861, 864 (1996) (observing that an otherwise moot issue may be considered if "the issue raised is capable of repetition but evading review"). Thus, the Department's ability to administer disciplinary action in this matter was not rendered moot by Premier's March 2016 payment.

27. Wayne's contended that Mr. Watson's absence from the hearing constituted a denial of due process. The fundamental requirements of due process include notice, an opportunity to be heard in a meaningful way, and judicial review. S.C. Const. art. 1, § 22. However, "[d]ue process does not require a trial-type hearing in every conceivable case of government impairment of a private interest." Kurschner v. City of Camden Planning Comm'n, 376 S.C. 165, 171, 656 S.E.2d 346, 350 (2008). "Rather, due process is flexible and calls for such procedural protections as the particular situation demands." Kurschner, 376 S.C. at 172, 656 S.E.2d at 350. To the extent that Wayne's (1) availed itself of the opportunity to be heard on the merits pre-hearing (through submission of correspondence and other documents) and at the hearing following due notice thereof; (2) did not establish that it was substantially hindered in its ability to respond to the Notice as a result of Mr. Watson not being present; and (3) retains the right to seek judicial review in a court of competent jurisdiction once the Department's final disciplinary action is administered, Mr. Watson's absence from the hearing did not deny due process to Wayne's.

28. Furthermore, Wayne's offered no argument in support of how it maintained Mr. Watson could have been subpoenaed or otherwise compelled to travel to South Carolina to appear at the hearing. Information in the Department's records reflects that Mr. Watson does business at a North Carolina address, as acknowledged by Wayne's at the hearing. Moreover, public records available online from the North Carolina Secretary of State's Office (1) confirm that RRS is a North Carolina corporation; (2) identify Mr. Watson as the corporation's

Notice of Disciplinary Action Decision

president; and (3) list a North Carolina address for Mr. Watson individually.⁴ Even if the Department's administrative hearing process for wrecker disciplinary matters purportedly authorized issuance of subpoenas, any such subpoena would not have been enforceable as to Mr. Watson. Vaught v. Nationwide Mut. Ins. Co., 250 S.C. 65, 74, 156 S.E.2d 627, 632 (1967) (recognizing that "a subpoena issued to an out of state witness would have been legally ineffective to compel the attendance of such witness at a trial in this State").

29. Wayne's contended that Mr. Watson lacked standing to initiate the Complaint and cited Youngblood v. S.C. Dep't of Soc. Servs., 402 S.C. 311, 741 S.E.2d 515 (2013), in support of its position. Standing is commonly understood as "a fundamental prerequisite to **instituting an action**" or a status that "confers a right to sue on a party." Youngblood, 402 S.C. at 317, 741 S.E.2d at 518 (emphasis added). In other words, standing requires a party to a lawsuit to show that it has a legally-recognized right to pursue *litigation*—not, as in this situation, to notify a state agency of a possible regulatory violation by a third party. Taken to its logical end, Wayne's seems to suggest that it can act with impunity so long as the person or entity reporting Wayne's for a possible regulatory violation would not have standing to initiate a lawsuit against it—even if, as in this matter, regulatory violations are uncovered by the Department as a result of the information received. Adopting the interpretation of standing put forth by Wayne's would lead to an absurd result, and the Department rejects it accordingly.

30. Wayne's maintained that Mr. Watson or "an owner of the property in question" was required to give it a copy of the Complaint under § 38-600(C)(6) of the Regulation. Section 38-600(C)(6) provides that if there is "a dispute between the vehicle owner or the vehicle owner's designee and the wrecker service regarding any *storage* fees or charges, the vehicle owner or the vehicle owner's designee must provide the wrecker service written notification of the dispute." (Emphasis added.) On its face, the cited provision is rather limited in scope—as confirmed by the wrecker service's obligation to "cease any *storage* charges that would otherwise accrue from the time the wrecker service receives written notification of the dispute until the dispute is settled." Reg. 38-600(C)(6) (emphasis added). Conversely, initiation of complaints and imposition of discipline are matters governed principally by another section of the Regulation. See Reg. 38-600(D) ("Complaints/Disciplinary Procedures"). Storage charges were not mentioned specifically in either the Complaint or the Notice. In any event, whether notice of a storage charge dispute was given by someone other than SCDPS does not prevent the Department from investigating and disciplining Wayne's for the regulatory violations identified herein.

31. Wayne's averred that the Department violated the South Carolina Constitution by serving as both the prosecutor and adjudicator in this matter. S.C. Const. art. 1, § 22 (prohibiting a person from being "finally bound by a judicial or quasi-judicial decision of an administrative agency" if "subject to the same person for both prosecution and adjudication"). However, the respective functions of the agency employees involved were not concentrated in any one person: Lt. King conducted the investigation, Cpt. Grice issued the Notice, and the undersigned issued the decision herein setting forth the discipline imposed. Additionally, a different SCDPS official—Col. M. R. Oliver—would rule on any appeal of this decision that Wayne's may wish to pursue, and his ruling would constitute the final agency action for purposes of administrative review. Thus, no constitutional concern is presented. See Baldwin

⁴ See <https://www.sosnc.gov/Search/profcorp/9894121>.

Notice of Disciplinary Action Decision

v. S.C. Dep't of Hwys. and Pub. Transp., 297 S.C. 232, 234, 376 S.E.2d 259, 260 (1989) (acknowledging that due process does not prohibit an agency from both prosecuting and adjudicating when the adjudicatory role is performed by "other persons within the same agency who did not participate in investigation or prosecutorial capacities").

32. The Department's July 30, 2015 decision notifying Wayne's of its 60-day suspension from the Rotation List provided that "this disciplinary measure may be used to support subsequent disciplinary action." It follows that Wayne's was on notice based on its prior suspension that future regulatory violations could result in disciplinary action and that its disciplinary history could be considered by SCDPS in determining the discipline to be imposed in such matters.

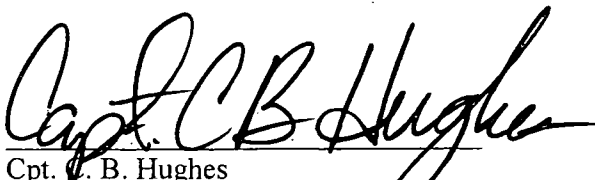
DECISION

Having considered the arguments made by Wayne's and the entire record, I conclude the following disciplinary measure is warranted in accordance with Regulation 38-600 and SCDPS policy: Suspension and removal of Wayne's from the SCHP Wrecker Rotation List for a period of one hundred twenty (120) calendar days. In reaching this decision, the Department took into account that Wayne's was disciplined previously for its noncompliance with the Regulation in 2015.

The first part of the suspension shall begin on October 10, 2016 and run through December 31, 2016. Additionally, if Wayne's applies for and obtains approval for placement on the 2017 Rotation List, the suspension will extend until February 7, 2017. If Wayne's does not apply or receive approval for placement on the 2017 Rotation List, the suspension will extend into any subsequent calendar year in which Wayne's applies for and is approved to be on the Rotation List until all days of the suspension period are served.

Insofar as this suspension applies to all South Carolina locations operated by Wayne's, it will not receive any SCHP Rotation List calls in any county during this period. Per SCDPS policy, this disciplinary measure may be used to support subsequent disciplinary action and shall become a part of the permanent SCDPS file on Wayne's.

If you wish to appeal this decision, the Department must receive a written request containing the grounds for such an appeal no later than the tenth calendar day following your receipt of this letter. Such a request must be addressed to: Col. M. R. Oliver, South Carolina Highway Patrol, P.O. Box 1993, Blythewood, South Carolina 29016.


Cpt. C. B. Hughes
Commander, SCHP Troop Ten
Administrative & Regulatory Compliance Unit



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South Carolina Department of Public Safety

S.C. Highway Patrol

**South Carolina Highway Patrol
2016 Wrecker Rotation Fee Schedule**

In accordance with Section 38-600 of the South Carolina Code of State Regulations, the Department of Public Safety publishes a yearly Fee Schedule outlining the maximum allowable fees for each class of wrecker on the SCHP Wrecker Rotation List. The reasonableness of fees on the Fee Schedule is determined by the Highway Patrol on a comparative basis. The fees permitted for calendar year 2016 are listed below:

2016 MAXIMUM ALLOWABLE FEES FOR ROTATION LIST CALLS

CLASS	STANDARD TOW	SPECIAL OPERATIONS	STORAGE
A	\$204.00 flat rate	\$118.00 per hour	\$30.00 per day
B	\$279.00 flat rate	\$174.00 per hour	\$39.00 per day
C	\$436.00 per hour	* no fee will be set	\$53.00 per day

Standard Tow: A standard tow is defined as responding to the scene, hooking up the vehicle, performing a general clean up if the call involves responding to a collision scene and providing responsible assistance to the vehicle occupants. In the absence of special operations as defined below, the maximum fee for a Class A or B tow is the flat rate listed above. Fees for Class C tows are billed at an hourly rate.

Special Operations: Special operations are operations involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle and/or the recovery of a load which has spilled, or the off-loading and reloading of a load from an overturned vehicle performed to right the vehicle. A wrecker service must receive confirmation on-scene at the time of the tow from the investigating Trooper or an SCHP supervisor that special operations are required to perform the tow in order to recover such fees.

* Although no Special Operations fee is set for Class C tows, a wrecker service may recover the actual cost of rented/subcontracted equipment or labor necessary to accomplish the job. Proof of these actual costs in the form of an itemized invoice or receipt from the third party providing such equipment or labor must accompany the tow bill.

If services beyond those for which the wrecker was dispatched are performed (e.g., hazardous waste cleanup; transportation of vehicle, cargo, or occupants(s) to an agreed upon location other than the one required by the Regulation), those services must be billed on a separate invoice.

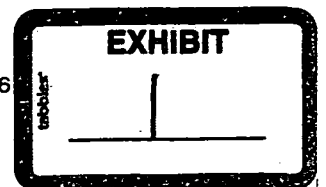
Storage: Fees begin 12 hours after a vehicle is secured on the wrecker service premises and terminate when the vehicle owner or owner's designee offers to pick up the vehicle and pay the legitimate accrued charges.

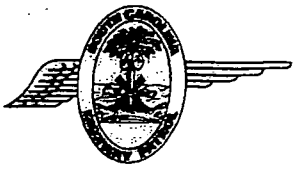
A COPY OF THIS FEE SCHEDULE SHALL BE KEPT IN EACH WRECKER AT ALL TIMES AND MUST BE PRESENTED UPON REQUEST TO ANY PERSON FOR WHOM TOW SERVICES ARE PROVIDED, HIS OR HER AGENT, OR ANY DEPARTMENT OF PUBLIC SAFETY EMPLOYEE. ANY COMPLAINTS MUST BE IN WRITING AND FORWARDED TO THE SCHP TROOP COMMANDER.

NOTE: This fee schedule lists the maximum fee that may be charged for each class of wrecker. A lesser fee may be charged at any time in the wrecker service's discretion.

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POST OFFICE BOX 1993, 10311 WILSON BLVD., BLYTHEWOOD, SOUTH CAROLINA 29016





South Carolina Highway Patrol
Wrecker Rotation Inspection

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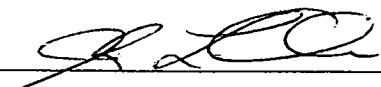
Approved Fees:

Class	Standard Towing	Special Operations	Storage (per day)
<input checked="" type="checkbox"/> A	\$ 204.00	\$ 118.00	\$ 50.00
<input checked="" type="checkbox"/> B	\$ 279.00	\$ 174.00	\$ 38.00
<input checked="" type="checkbox"/> C	\$ 436.00	\$ NONE / No fee SET	\$ 53.00

Inspector's Comments:

After my inspection, I find this service to be:

- Approved** – Business is in compliance with Wrecker Regulations and is being **recommended** for the rotation list.
- Not Approved** – Business is not in compliance with Wrecker Regulations and is **NOT recommended** for the rotation list. Service was notified in writing as to what deficiencies were identified.

Inspector's Signature:  Date: 11/25/15

Wrecker Owner's Acknowledgment of Receipt and Compliance if approved:

I do hereby affirm that I have a copy of South Carolina Code of Regulations 38-600 governing rotation list wreckers. I am familiar with its contents and do hereby agree to fully comply with it in order to remain on the rotation list. I understand that any violation of the Wrecker Regulations may result in disciplinary action pursuant to S.C. Code of Regulations 38-600(D) and SCDPS Policy 200.19 Wrecker Rotation Disciplinary Policy. I further agree that if I relocate or change equipment, insurance carriers, telephone numbers or employees, or for any reason become unavailable for service for an extended period of time, I will notify the appropriate Troop Commander in writing. The information I have furnished is true and correct to the best of my knowledge. My business has been inspected and approved this 25th day of NOVEMBER, 2015.

Print Name: Pamela Beltran

Signature: 

Key to Inspection Codes:

- C = Compliant NC = Not in Compliance NA = Not Applicable



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South Carolina Department of Public Safety

S.C. Highway Patrol

On behalf of the wrecker service named below, I acknowledge that I have received and agree to be bound by the South Carolina Highway Patrol 2016 Wrecker Rotation Fee Schedule and the Department of Public Safety's Wrecker Rotation Disciplinary Policy. Further, I certify that I am authorized to bind the wrecker service named below to the terms of this Fee Schedule and the Department of Public Safety's Wrecker Rotation Disciplinary Policy.

Janet A. Beltra
Owner/Representative Name (Printed)

Janet A. Beltra
Owner/Representative Signature

11/25/15
Date

Wagner Automotive Center Inc
Name of Wrecker Service

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POST OFFICE BOX 1993, 10311 WILSON BLVD., BLYTHEWOOD, SOUTH CAROLINA 29016

Invoice

Wayne's Automotive and Towing Center

SCIM
 Spill Containment Incident Management
 1997 Richland Avenue East
 Aiken, SC 29801

Date	Invoice #
2/10/2016	504462

Bill To
J. H. O. C., INC. Premier Transportation 323 CASH MEMORIAL BOULEVARD FOREST PARK GA 30297 282577

P.O. No.	Terms	Project
	Due Upon Receipt	

Description	Qty	Rate	Amount
60 Ton Rotator HD4 used for upright winching both tractor and trailer	21	436.00	9,156.00
Class C Heavy Duty Truck HD5 used for upright winching both tractor and trailer	21	436.00	9,156.00
Class C Heavy Duty Tractor with Trailer used for Transferring Cargo and storing HD3/RECOVERY TRAILER	13	436.00	5,668.00
Recovery Supervisor JC	21	175.00	3,675.00
Recovery Technician BH	21	175.00	3,675.00
Recovery Technician KJ	21	150.00	3,150.00
Recovery Technician JH	13	150.00	1,950.00
Recovery Technician BR	8	85.00	680.00
Recovery Technician WB	10	150.00	1,500.00
Response Unit used for transporting supplies, snatch blocks, oil dry, absorbents, booms, back deck blower, brooms, shovels, etc.	20	175.00	3,500.00
Air Cushion Recovery	2	4,000.00	8,000.00
Transfer Cargo from scene to loading dock Containment Unit (this includes reloading an offsite facility)	1	750.00	750.00
Labor Hours for transferring from the scene and repackaging WB	9	90.00	810.00
Labor Hours for transferring from the scene and repackaging JH	7	50.00	350.00
Labor Hours for transferring from the scene and repackaging WRH	1.5	50.00	75.00
Labor Hours for transferring from the scene and repackaging JS	7	50.00	350.00
Labor Hours for transferring from the scene and repackaging PW	3.5	50.00	175.00
Labor Hours for transferring from the scene and repackaging MR	7	50.00	350.00
Labor Hours for transferring from the scene and repackaging KS	3.5	50.00	175.00
Labor Sublet from Verms (3 Guys used for transferring and repacking)	1	1,000.00	1,000.00

5% Interest Accrual for non payment in 5 days.

Total

Payments/Credits

Balance Due

Phone #
803-226-0025

E-mail
sherry@waynesautomotivccentr.com



Invoice

Wayne's Automotive and Towing Center

SCIM
 Spill Containment Incident Management
 1997 Richland Avenue East
 Aiken, SC 29801

Date	Invoice #
2/10/2016	504462

Bill To
J. H. O. C., INC. Premier Transportation 323 CASH MEMORIAL BOULEVARD FOREST PARK GA 30297 282577

P.O. No.	Terms	Project
	Due Upon Receipt	

Description	Qty	Rate	Amount
Repacking Fee and Reloading from Loading Dock onto Trailer 2nd Load	1	750.00	750.00
Backhoe 420D and Transport and Heavy Operator	11.5	350.00	4,025.00
Skid Steer Track Loader and Transport	1	600.00	600.00
Back Deck Blower used for cleaning highway on bridge	1	275.00	275.00
Restocking and Reload Cargo	1	500.00	500.00
OSHA Certified Incident Communication Equipment	1	1,795.00	1,795.00
Emergency Digital Signage I-20 W Message Board exit 6 Detour Traffic with Cones	20	75.00	1,500.00
Emergency Digital Signage I-20 E Digital Arrow Board Light Tower	20	75.00	1,500.00
Traffic Control High Intensity Sign 36x36 used a total of 4 on both East and West lanes	8	75.00	600.00
	20	50.00	1,000.00
26 In. Traffic Cones total of 48	20	50.00	1,000.00
Pallats for Restocking	3	22.95	68.85
PIG MAT240	25	7.50	187.50
Containment Booms used for containment preventing release into Savannah River below site	1	85.00	85.00
Containment Liner	1	175.00	175.00
Storage Per Unit as of 02/15/2016	1	210.84	210.84
Storage Per Unit as of 02/15/2016	6	50.00	300.00
	6	50.00	300.00

5% Interest Accrual for non payment in 5 days.	Total	\$69,017.19
	Payments/Credits	\$0.00
	Balance Due	\$69,017.19

Phone #
803-226-0025

E-mail
sherry@waynesautomotivecenter.com

King, Nicklous W.

From: Bob Watson [towinsurance@gmail.com]
Sent: Friday, February 19, 2016 11:33 AM
To: King, Nicklous W.; Karen Coppolino; Lucas Sentry; Haz Mat; Hughes, Clifton B.
Subject: Official complaint on Waynes towing Claim 61a169404 Premier Transporation

Officer King, I have called the tow company for 2 days and the owner (Jeff is the only one that is to talk with me) has not called me back.

I cannot get an answer on the cargo trying to get it pickup today.

After reviewing the tow bill I have several problems.

1. The tractor trailer recovery 21 hours. After the units where up righted it appears the HD recovery trucks just sat. Why where the units not towed to the yard. Waynes won't answer the question but states 21 hours.
2. I was told a lot of the equipment was sub contracted so they can charge extra money. Need a list of sub contracted equipment.
3. Air bags for \$8,000.00. The tow company did not know how to use air bags, straps, angle iron to protect the corners which tore the trailer into 3 pieces. I have done over 150 air bag recoveries and was a trainer in CA and I have NEVER destroyed a trailer. I sent to other tow companies and they all agree with my assessment of the recovery. The tow company destroyed the trailer and wasted a lot of time.
4. Labor rates \$150.00 per hour is about double the going rate. Then they lower the rate to 50.00 which is about correct.
5. Transfer cargo \$750.00. They are already charging labor. What the \$750.00 for? Then on page 2 there is another \$750.00 charge.
6. Need a copy of the sublet bill for \$1,000.00 additional labor 7. Tract hoe can be rented for about \$350.00 a day.
7. Why did the tow co bring all the signs and cones out. Doesn't DOT or the state police cover this?
8. Cones \$50.00 each. They cost between \$13.00 and \$19.00.
9. OSHA Certifies radio equipment. \$1795.00 11. Called yesterday and today to get the cargo and I have to talk with Jeff only. No return call.

have transportation spill solution working with me on the haz mat portion of the bill with have concerns with. .

Bob Watson
 President, Recovery Resolution Specialists

4-807-1733 www.recoveryresolutionspecialists.com

This email is confidential. If you are not the intended recipient, you must not disclose or use the information contained in it. If you have received this email in error, please reply immediately and inform the sender that you have received it in error. Recovery Resolution Specialists disclaims any and all liability for unauthorized use of this email or the information contained herein. Recovery Resolution Specialists recommends you scan all attachments with antivirus software, as we accept no responsibility for damages caused by viruses or malware that may be transmitted with this email.



J.H.O.C., INC.
D/B/A PREMIER TRANSPORTATION

504462

03/04/16 Invoice 504462

CERTIFIED COPY

5224302

48633.19

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER

PREMIER

J.H.O.C., INC. D/B/A
PREMIER TRANSPORTATION

P.O. BOX 665
FOREST PARK, GA 30288

BB&T

BRANCH BANKING AND TRUST COMPANY
1-800-BANKBOT 887.0222

04-134/2011
BRANCH 17115

5224302

5224302

PAY: Forty-Eight Thousand Six Hundred Thirty-Three and 19/100

DATE: 03/04/16

AMOUNT: 48,633.19

TO THE ORDER OF
Wayne's Automotive Towing Co.
1597 Highland Avenue East
Aiken, SC 29801

AUTHORIZED SIGNATURE

⑈ 5224302 ⑈

EXHIBIT

4

tabbles



South Carolina Department of Public Safety
S.C. Highway Patrol

April 25, 2016

Mr. Walter Jeffery Corbett
Wayne's Automotive Center, Inc.
1997 Richland Avenue East
Aiken, South Carolina 29801

RE: Notice of Proposed Disciplinary Action

Dear Mr. Corbett:

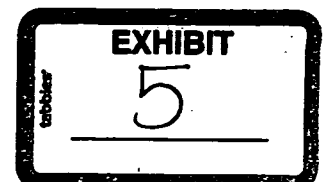
The South Carolina Highway Patrol ("SCHP") has concluded an investigation of Wayne's Automotive Center, Inc. ("Wayne's") arising out of a tow performed by Wayne's on February 9, 2016. As a result of this investigation, it has been determined that Wayne's violated the applicable South Carolina Department of Public Safety ("SCDPS" or "Department") wrecker regulations as outlined below.

On February 9, 2016, Wayne's received a routine rotation call from SCHP requesting a Class "C" wrecker to tow a tractor trailer belonging to Premier Transportation ("Premier") that had overturned on I-20 near the South Carolina/Georgia border.

On February 10, 2016, Wayne's issued an invoice to Premier for the tow and clean-up totaling \$69,017.19. Premier subsequently asked Robert Watson of Recovery Resolution Specialists to assist with payment of the appropriate charges and release of the cargo on behalf of the cargo's owner, Tractor Supply Company ("Tractor Supply"). When Mr. Watson encountered difficulty securing a reduction in the charges and the release of the cargo from Wayne's, he contacted SCHP to seek assistance.

SCHP Lieutenant N. W. King reviewed the invoice and contacted you on February 17, 2016, to discuss the fees and release of the cargo. You advised in response to questioning about the labor and equipment used to complete the tow and clean-up that some of the equipment and labor was furnished by two companies other than Wayne's, one of which was owned by your wife. Lieutenant King then advised you that labor and equipment provided by a third party needed to be billed on a separate invoice. You agreed to issue a revised invoice showing only those services performed by Wayne's and to submit the separate invoice(s) for subcontracted labor and equipment provided by third parties. Lieutenant King also explained that Wayne's was obligated to release the cargo pursuant to S.C. Code § 56-5-5635, and you agreed to release the cargo to Tractor Supply.

Courtesy - Efficiency - Service



Notice of Proposed Disciplinary Action

Page 2

After Wayne's subsequently failed to issue an amended invoice or release the cargo, Mr. Watson filed a written complaint with SCHP on February 19, 2016. Lieutenant King then called you to discuss why Wayne's was refusing to take the actions that had been discussed during the February 17th conversation. You confirmed to Lieutenant King that Wayne's would not issue an amended invoice or release the cargo and advised that Wayne's would accept whatever consequences might result from such refusal.

The law governing wrecker services utilized by SCDPS is found in Section 38-600 of the South Carolina Code of State Regulations ("Regulation"). In particular, Regulation 38-600(F)(2) mandates that all fees charged by wrecker services for rotation list calls "shall be reasonable and not in excess of those rates charged for similar services" Additionally, Regulation 38-600(F)(2)(b) states that the "Troop commander will determine the reasonableness of the fees" As part of the rotation list qualification criteria, Regulation 38-600(B)(8) mandates that wrecker operators "display professional behavior when conducting business at the request of the South Carolina Department of Public Safety."

The maximum fees recoverable by wrecker services on the SCHP Rotation List for standard tows in each wrecker class are set annually, and each wrecker service must execute a corresponding fee schedule ("Fee Schedule") governing such fees for the upcoming calendar year. On November 25, 2015, Pamela Belton signed the SCHP Wrecker Rotation Fee Schedule on behalf of Wayne's establishing the Troop Six wrecker rotation fees for 2016. Fees for rotation list tows cannot exceed the amounts shown on the Fee Schedule, and charging additional fees other than those shown on the Fee Schedule is prohibited.

Pursuant to the Fee Schedule, Wayne's was permitted to charge \$436.00 per hour for a standard Class "C" tow. The invoice reflects that Wayne's utilized a heavy duty wrecker for 21 hours at a rate of \$436.00 per hour to complete the tow. However, Wayne's also billed for a rotator (21 hours) and a heavy duty tractor-trailer (13 hours) at the rate of \$436.00 per hour. The hourly Class "C" rate set by the Fee Schedule is the maximum total hourly amount that may be charged for a wrecker service's performance of the tow/recovery itself. Therefore, the charges for the rotator and heavy duty tractor-trailer were not permitted by the Fee Schedule.

The Fee Schedule does not set a Specials Operations fee for a Class "C" tow but does allow a wrecker service to "recover the actual cost of rental or subcontract equipment or labor, or an out-of-pocket incidental expense that is necessary to accomplish the job." It goes on to add that "[p]roof of these actual costs in the form of an invoice or receipt must accompany the tow bill."

In your February 17th conversation with Lieutenant King, you represented that at least some of the equipment and labor involved in the tow and clean-up were subcontracted from one or more separate companies. However, Wayne's has refused to provide invoices showing which charges from the invoice constituted rented/subcontracted equipment or labor. Based on that refusal, SCHP has no record of the labor and equipment used in the February 9th tow/recovery belonging to any company other than Wayne's. Insofar as these charges have never been properly substantiated, they are improper.

Notice of Proposed Disciplinary Action

Page 3

South Carolina Code § 56-5-5635 governs tows performed on behalf of law enforcement. In particular, subsection (F) provides that "[t]he proprietor, owner, or operator of [a] towing company, storage facility, garage, or repair shop **must release any personal property that does not belong to the owner of the vehicle** to the owner of the personal property." S.C. Code § 56-5-5635(F) (emphasis added). Here, it is clear that the cargo belonged to Tractor Supply. Insofar as the cargo was not owned by Premier, Wayne's was obligated to release the cargo on demand. The refusal by Wayne's to release the cargo constitutes a statutory violation and is manifestly unprofessional.

DECISION

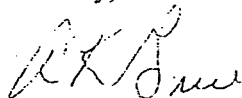
Having reviewed the entire record and determined that Wayne's committed the foregoing regulatory violations, I conclude the following disciplinary measure is warranted in accordance with Regulation 38-600 and SCDPS policy: Definite suspension of Wayne's from the SCHK Wrecker Rotation List for one hundred and twenty (120) days.

Should a suspension be imposed, Wayne's will not receive any rotation calls during the applicable period for any county. In considering the suspension to be imposed in this matter, the Department has taken into account the fact that Wayne's received a 60-day suspension in 2015 for prior regulatory violations.

Wayne's has ten calendar days from the receipt of this notice to (1) submit a written reply and show cause why this disciplinary action should not be taken or (2) make a written request for a hearing. You may forward your reply or request for a hearing to my attention at SCHK Troop Seven Headquarters, 139 Middleton Street, Orangeburg, SC 29115.

The Department must receive your reply or hearing request within ten days of your receipt of this letter or you will be deemed to have waived your right to challenge the proposed disciplinary action. If a hearing is timely requested, you will be provided written notice of the date, time, and location that the hearing will be held. A written decision will be issued to you regardless of whether you submit a reply or request a hearing.

Sincerely,



Captain A. K. Grice
South Carolina Highway Patrol

Wayne's Automotive and Towing Center

SCIM

Spill Containment Incident Management

1997 Richland Avenue East

Aiken, SC 29801

Invoice

Date	Invoice #
2/10/2016	504462

Bill To
J. H. O. C., INC. Premier Transportation 323 CASII MEMORIAL BOULEVARD FOREST PARK GA 30297 282577

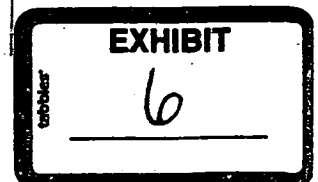
P.O. No.	Terms	Project
	Due Upon Receipt	

Description	Qty	Rate	Amount
Recovery 60 Ton Rotator HD4 used for upright winching both tractor during first part of recovery and trailer last part of recovery and towing damaged trailer to storage yard 2:00 am-23:00 Per GPS Tracking Report	21	436.00	9,156.00
Class C Heavy Duty Truck HD5 used for upright winching both tractor and trailer and towing of the tractor to the yard for storage Labor and Equipment	12	436.00	5,232.00
Tractor Trailer 53ft used for transferring the cargo	13	436.00	5,668.00
Recovery Supervisor JC	21	175.00	3,675.00
Recovery Technician BH	21	150.00	3,150.00
Recovery Technician KJ	21	85.00	1,785.00
Recovery Technician JH	21	85.00	1,785.00
Recovery Technician BR	8	85.00	680.00
Recovery Technician WR	19	85.00	1,615.00
Response Unit used for transporting supplies, snatch blocks, oil dry, absorbents, booms, back deck blower, brooms, shovels, etc.	20	175.00	3,500.00
Labor Hours for WRH	1.5	50.00	75.00
Labor Hours JS	7	50.00	350.00
Labor Hours PW	3.5	50.00	175.00
Labor Hours MR	7	50.00	350.00
Labor Hours KS	3.5	50.00	175.00
Labor Sublet from Verna Towing	1	1,000.00	1,000.00
Loading Dock Rental	1	750.00	750.00
Backhoe 420D and Transport and Heavy Operator	1	600.00	600.00
Skid Steer Track Loader and Transport	1	600.00	600.00

All QTY is per hours of usage.		Total	
		Payments/Credits	
		Balance Due	

Phone #
803-226-0025

E-mail
sherry@waynscsautomotivecenter.com



Wayne's Automotive and Towing Center

SCIM

Spill Containment Incident Management

1997 Richland Avenue East

Aiken, SC 29801

Invoice

Date	Invoice #
2/10/2016	504462

Bill To
J. H. O. C., INC. Premier Transportation 323 CASH MEMORIAL BOULEVARD FOREST PARK GA 30297 282577

P.O. No.	Terms	Project
	Due Upon Receipt	

Description	Qty	Rate	Amount
2 trips to the loading dock with cargo	2	250.00	500.00
OSHA Certified Incident Communication Equipment charge hourly	21	85.00	1,785.00
Emergency Digital Signage I-20 W Message Board exit 6 Detour Traffic with Cones	20	75.00	1,500.00
Emergency Digital Signage I-20 E Digital Arrow Board	20	75.00	1,500.00
Light Tower	8	75.00	600.00
Traffic Control High Intensity Sign 36x36 used a total of 4 on both East and West lanes for recovery and cargo and recovery	20	50.00	1,000.00
26 In. Traffic Cones total of 48 cones for recovery and cargo and recovery per hour	20	35.00	700.00
Pallats for Restocking the cargo	3	22.95	68.85
PIG MAT240 used to clean waste of fluids on the bridge	25	7.50	187.50
Containment Booms used for containment preventing release of chemicals and fluids into Savannah River below site	1	85.00	85.00
Containment Liner for storage of waste oil dry	1	175.00	175.00
Cargo Wrap	1	210.84	210.84

This price is with a lot of item used NOT charged out for and this price is only if we agree to settlement

All QTY is per hours of usage. <i>OR I will give the total price</i>	Total	\$48,633.19
<i>of all equipment, materials, ect. for the insurance company to review</i>	Payments/Credits	\$0.00
	Balance Due	\$48,633.19

Phone #
803-226-0025

E-mail
sherry@waynesautomotivecenter.com



South Carolina Department of Public Safety
S.C. Highway Patrol

July 30, 2015

Mr. Walter Jeffery Corbett
Wayne's Automotive Center, Inc.
1997 Richland Avenue East
Aiken, South Carolina 29801

RE: Notice of Disciplinary Action Decision

Dear Mr. Corbett:

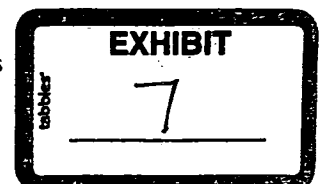
By letter dated June 1, 2015, the South Carolina Highway Patrol ("SCHP") notified Wayne's Automotive Center, Inc. ("Wayne's") of proposed disciplinary action stemming from an investigation into Wayne's failure to maintain its wrecker business in accordance with the applicable South Carolina Department of Public Safety ("SCDPS" or "Department") wrecker regulations. The Department's decision in this matter is set forth below.

FINDINGS OF FACT

1. In October 2014, Captain C. B. Hughes observed that Wayne's Lexington location did not appear to be open during normal business hours. Specifically, Captain Hughes noted that Wayne's was closed on October 9, October 14, and October 16. Additionally, Captain Hughes saw that the fence surrounding Wayne's storage yard was pushed down. Captain Hughes shared his concerns with the Troop 1 command staff, and an investigation was undertaken.
2. On October 16, 2014, Sergeant G. D. Rothell went to Wayne's to assess the concerns observed by Captain Hughes. He found the gate to Wayne's locked and the location unmanned. Sergeant Rothell then called the phone number posted on Wayne's fence. His call was answered by an employee at Wayne's Aiken location who advised him that the employee working at Wayne's Lexington location must have been at lunch. Sergeant Rothell was then transferred to someone named "Wendy" who advised that the Lexington employee was out making a bank deposit. While at the location, Sergeant Rothell confirmed that approximately 72 feet of the fence surrounding the storage yard was pushed over and that some portions of the fence were only four feet high.
3. On October 20, 2014, Lieutenant W. L. Herrington contacted you to discuss the lack of an employee at Wayne's Lexington location during normal business hours and the downed fence. You conceded during the conversation that the lone employee assigned to the Lexington location left the business every day to go to lunch, thereby leaving the location unmanned. You advised that you would ensure that an employee was present during business hours in the future and that you would address the issues with the damaged fence.

Courtesy - Efficiency - Service

POST OFFICE BOX 1993, 10311 WILSON BLVD., BLYTHEWOOD, SOUTH CAROLINA 29016



4. Captain Hughes continued to periodically monitor the situation at Wayne's Lexington location. On November 19, 2014, he observed that the gate was closed and locked. Cpt. Hughes further noted on November 25, 2014, that Wayne's had no vehicles and very little equipment at the Lexington location. On November 26, 2014, he again saw the gates to Wayne's closed and locked. Despite the fact that Wayne's Lexington location apparently was not operational during this time period, Wayne's continued to accept SCHP rotation calls for Lexington County.
5. On December 5, 2014, Lt. Herrington again contacted you to discuss the status of the Lexington location. You admitted to him that you were closing the location and intended to vacate the premises by the end of 2014.
6. On June 4, 2015, a Notice of Proposed Disciplinary Action ("Notice") was delivered to you (1) outlining the violations substantiated by the Department and advising that SCHP was contemplating suspending Wayne's from the rotation list for a period of sixty (60) days as a result; and (2) informing you that Wayne's had ten calendar days from receipt thereof to show cause why the proposed disciplinary action should not be taken, either by submitting a written reply or making a written request for a hearing.
7. No written reply or written request for a hearing was received by the Department within the specified time frame. Consequently, Wayne's waived its right to challenge the proposed disciplinary action.

CONCLUSIONS OF LAW

8. The law governing wrecker services utilized by SCDPS is found in Section 38-600 of the South Carolina Code of State Regulations ("Regulation"). Regulation 38-600(C)(1) provides that SCHP "will establish zones for towing" and requires wrecker services on a particular zone's rotation list to "physically have a business within that zone."
9. Regulation 38-600(C)(6) states that a wrecker service "shall have an agent present during business hours," which is defined by subsection (C)(1) as running "at least from 8:30 a.m. to 5:00 p.m., Monday through Friday."
10. Regulation 38-600(C)(14)(a) requires an outside storage facility to be sufficiently fenced for the protection of vehicles and property, and Regulation 38-600(C)(14)(b) requires such fencing to be not less than six feet in height.
11. Regulation 38-600(C)(1) obligates a wrecker service to immediately notify the Highway Patrol upon a change of address.

Notice of Disciplinary Action Decision

Page 3

12. SCHP personnel repeatedly observed Wayne's Lexington location closed in October 2014, and Captain Hughes' observations indicated that Wayne's ceased operating a fully-functioning business by the end of November 2014. Wayne's never advised SCHP that it had effectively closed the Lexington location around this time. This closure left Wayne's without a physical location or agent in Lexington County, and it is undisputed that Wayne's fencing around the storage yard had been inadequate for an extended period of time.

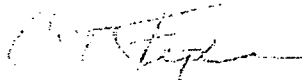
DECISION

Having reviewed the entire record and determined that Wayne's committed the foregoing regulatory violations, I conclude the following disciplinary measure is warranted in accordance with Regulation 38-600 and SCDPS policy: Definite suspension of Wayne's Automotive Center, Inc., from the SCHP Wrecker Rotation List for sixty (60) days.

The suspension shall begin on Sunday, August 23, 2015 and run through October 21, 2015. Insofar as this suspension applies to all South Carolina locations operated by Wayne's, it will not receive any SCHP Rotation List calls in any county during this period. Per SCDPS policy, this disciplinary measure may be used to support subsequent disciplinary action and shall become a part of the permanent SCDPS file on Wayne's Automotive Center, Inc.

You have ten (10) days from the date you receive this decision to appeal to the SCHP commander by sending a written request containing the grounds for such appeal to: Col. Michael R. Oliver, South Carolina Highway Patrol, P. O. Box 1993, Blythewood, South Carolina 29016.

Sincerely,



Captain C. T. Stephens
South Carolina Highway Patrol



South Carolina Department of Public Safety
S.C. Highway Patrol

September 22, 2015

Mr. Walter Jeffery Corbett
Wayne's Automotive Center, Inc.
1997 Richland Avenue East
Aiken, South Carolina 29801

RE: Notice of Disciplinary Action Decision

Dear Mr. Corbett:

I have reviewed your appeal of Captain Stephens' July 30, 2015 Disciplinary Action Decision that you submitted on behalf of Wayne's Automotive Center, Inc. ("Wayne's") by letter dated August 3, 2015. After having carefully considered the grounds raised in your appeal, I concur with the findings and conclusions made by Captain Stephens and affirm his decision to suspend and remove Wayne's from the South Carolina Highway Patrol's Wrecker Rotation List for a 60-day period, which shall begin on October 4, 2015, and run through December 3, 2015. During this period, Wayne's will not receive any Rotation List calls in any county.

Your appeal also "request[s] a hearing of the advisory committee." The advisory committee referenced in Section 38-600(D)(5) of the South Carolina Code of State Regulations reviews issues raised in a complaint or appeal only "upon [a] request by the Department [of Public Safety]." The Department of Public Safety declines to convene such a committee in connection with your appeal.

This is the final agency action for purposes of administrative review. Should you wish to pursue an appeal of this matter, you may seek judicial review in a court of competent jurisdiction.

Colonel Michael R. Oliver
South Carolina Highway Patrol

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POST OFFICE BOX 1993, 10311 WILSON BLVD., BLYTHEWOOD, SOUTH CAROLINA 29016

