

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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SC Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Appellate Case No. 2016-002466

Dick Dyer & Associates, Inc., .....Appellant,

v.

Moore's Cars, LLC .....Respondent.

RECORD ON APPEAL

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Post Office Box 12201  
Columbia, South Carolina 29211-2201  
S.C. Bar No. 5416  
803-779-3363  
Attorney for Appellant

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Florence, SC 29503  
(843) 317-4900  
Attorney for Respondent

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STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF RICHLAND ) CASE NO. 2014-CP-40-03041

DICK DYER & ASSOCIATES, INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 MOORE'S CARS, LLC and )  
 MERCHANTS BONDING COMPANY, )  
 )  
 Defendants. )

**ORDER FOR JUDGMENT**

2015 JUL - 7 AM 9:39  
 RICHLAND COUNTY  
 CLERK OF COURT

This action was initiated by the filing of a summons and complaint on May 12, 2014. In its complaint, the Plaintiff alleged that it had agreed to sell a new Mercedes-Benz automobile to Defendant, Moore's Cars, LLC ("Moore's"), and that in connection therewith, the Plaintiff disclosed certain export policies established by Mercedes-Benz USA, LLC ("MBUSA") and Moore's agreed to indemnify it against certain charge backs by MBUSA arising out of the export of the vehicle within thirteen months of sale. The Plaintiff further alleged that MBUSA had assessed it with certain chargebacks, that demand had been made upon Moore's for indemnity, and that Moore's had failed and refused to indemnify it.

The Plaintiff set forth claims against Moore's for breach of contract and for violation of the Act Regulating Manufacturers, Distributors and Dealers ("the Dealers Act") and against Defendant, Merchants Bonding Company ("Merchants") under the terms of a bond provided pursuant to S.C. Code Ann. §56-15-320. Copies of the pleadings were served upon the Defendants as shown by the affidavits of service on file with the court.

On or about May 30, 2014, Moore's served and filed its answer. Therein, Moore's *admitted* that it had purchased the vehicle, agreed to indemnify the Plaintiff against the charge backs, and that MBUSA had assessed the Plaintiff with charge backs. However, Moore's denied that the Plaintiff had made a demand for payment and denied that the Plaintiff was entitled to any recovery.

On or about June 10, 2014, Merchants served and filed its answer. Therein, Merchants admitted

that it had issued certain bonds on behalf of Moore's but denied the material allegations of the complaint. Merchants also set forth additional defenses of failure to state facts sufficient to constitute a cause of action and the statute of limitations.

On or about June 13, 2014, the Plaintiff served and filed an amended complaint in an effort to narrow the issues. Specifically, the Plaintiff alleged that prior to the date of sale, it was "the owner of the vehicle" entitled to indemnity under the terms of Merchants' bonds.

On or about June 18, 2014, Moore's served and filed its amended answer. Therein, Moore's *denied* that it had purchased the vehicle, that it had sold the vehicle, that the Plaintiff had demanded indemnity from it, and that the Plaintiff was entitled to any recovery.

On or about June 24, 2014, Merchants served and filed its answer to amended complaint. Therein, Merchants denied the material allegations of the amended complaint and set forth additional defenses of failure to set forth sufficient facts to constitute a cause of action and the statute of limitations.

On or about August 5, 2014, Merchants served and filed a motion for summary judgment. Therein, Merchants asserted that the Plaintiff was not "the owner of the vehicle" entitled to assert a claim against its bond, and that even if it were, the underlying facts did not support a claim against its bond. On or about January 2, 2015, Merchants served and filed its memorandum of law in support of its motion. On or about January 5, 2015, the Plaintiff served and filed its memorandum of law in opposition.

A hearing on Merchants' motion for summary judgment was held before the Honorable DeAndrea Benjamin on January 5, 2015. Thereafter, proposed orders were submitted by counsel for the Plaintiff and counsel for Merchants.

This matter came before me for a hearing on the merits on January 30, 2015. Present for the hearing were Cynthia Saunders, Ray Pignitor, and Ed Clauss on behalf of the Plaintiff along with Plaintiff's counsel, J. Gregory Studemeyer. Also present for the hearing was Michael Dennis Moore on behalf of Moore's, along with Moore's counsel, Charlie J. Blake, Jr. Counsel for Merchants, Dunn D.

Hollingsworth, was also present for the hearing.

Counsel for Merchants notified the Court that its motion for summary judgment was still under advisement. The Court conferred with Judge Benjamin and determined that she had reviewed the proposed orders and was inclined to deny the motion. A form Order to that effect was then issued. On that basis, the Court moved forward with the bench trial.

Counsel for the Plaintiff proceeded with examination of Michael Dennis Moore as a hostile witness pursuant to Rule 611(d), SCRE, and the presentation of the Plaintiff's controller, Cynthia Saunders. Both witnesses were cross-examined by counsel for Moore's and Merchants. Numerous exhibits had been pre-marked and were admitted in evidence without objection. After reviewing the pleadings and exhibits, and after considering the testimony of the witnesses, I make the following:

### **FINDINGS OF FACT**

#### The Parties

1. The Plaintiff is a corporation organized and existing under the laws of the State of South Carolina, maintaining offices and agents and conducting its corporate business in the County of Richland, State of South Carolina.
2. The Plaintiff is a licensed motor vehicle dealer.
3. MBUSA is the exclusive distributor of Mercedes-Benz passenger car products in the United States and its territories and possessions.
4. MBUSA has appointed the Plaintiff as a dealer and has granted it the non-exclusive right to buy and resell Mercedes-Benz passenger car products.
5. The Plaintiff is authorized to sell Mercedes-Benz passenger cars only to customers residing in the United States and its territories (Guam, Puerto Rico, and Virgin Islands).
6. The Plaintiff has agreed to be bound by and comply with bulletins, instructions and directives issued by MBUSA and with any export policy established by MBUSA.

7. MBUSA has established export policies for passenger cars and light trucks which include allocation charge backs, extraterritorial commission charges, market support charge backs, and administration fees for vehicles exported within thirteen months of the retail date.
8. Moore's is a limited liability company organized and existing pursuant to the laws of the State of South Carolina, maintaining agents and offices and conducting business in the County of Florence, State of South Carolina.
9. Moore's is also a licensed motor vehicle dealer.

#### Background

10. Moore's was established by Thomas G. Moore ("T.G. Moore") in the 1940's.
11. T.G. Moore owned and operated Moore's until 2003.
12. Michael Dennis Moore ("Dennis") dropped out of high school after the tenth grade and began working for his father, T.G. Moore, at Moore's in the late 1970's.
13. Dennis Moore worked for Moore's for over 20 years.
14. Dennis Moore acquired ownership of Moore's in 2003.
15. After Dennis Moore acquired ownership of Moore's, T.G. Moore continued to come by Moore's lot from time to time and went with Dennis Moore to auctions.
16. T.G. Moore continued to exercise check writing authority on behalf of Moore's and Dennis Moore allowed T.G. Moore to purchase cars in the name of Moore's for his personal use.
17. By purchasing cars in the name of Moore's, T.G. Moore avoided paying sales tax, property tax, and registration and licensing fees.
18. Dennis Moore allowed T.G. Moore to use one of Moore's dealer tags on his personal vehicles which also resulted in insurance coverage on his personal vehicles under Moore's policies.
19. Both T.G. Moore and Dennis Moore bought and sold thousands of cars during their tenure with Moore's.

20. Merchants is a surety company organized and existing under the laws of a state other than the State of South Carolina, which issued certain bonds as surety for Moore's.
21. Merchants issued its Bond Number SC12911 effective December 31, 2004, in the amount of Fifteen Thousand Dollars (\$15,000) on behalf of Moore's pursuant to S.C. Code Ann. Section 56-15-320.
22. On December 28, 2007, T.G. Moore purchased a 2008 Mercedes-Benz S550V through Moore's from the Plaintiff for the sum of \$81,350 in cash.
23. In connection therewith, T.G. Moore executed a document entitled Dick Dyer And Associates, Inc. Acknowledgement [sic] Of Export Policy ("export policy").
24. The export policy set forth in plain English in all capital letters the substance of MBUSA's export policy and the consequences of a violation of its policy.
25. On December 29, 2007, Dennis Moore purchased a 2008 Mercedes-Benz C300W through Moore's for the sum of \$31,564 in cash.
26. In connection therewith, Dennis Moore executed a document that was identical to the export policy that T.G. Moore executed in connection with his earlier purchase of the S550V.
27. On or about February 28, 2011, the Plaintiff purchased a new 2011 Mercedes-Benz E350W with a Certificate Of Origin For A Vehicle from MBUSA.
28. On May 13, 2011, T.G. Moore contacted Ray Pignitor ("Pignitor"), a sales representative for the Plaintiff, about his interest in the E350W.
29. On the same day, Dennis Moore drove T.G. Moore to the Plaintiff's place of business to purchase the vehicle.
30. T.G. Moore purchased the vehicle through Moore's for the sum of \$51,500 in cash.
31. In connection therewith, T.G. Moore executed a document entitled EXPORT PROHIBITION DISCLOSURE and INDEMNITY AGREEMENT.
32. Although this document was similar to the export policies previously executed by T.G. Moore

and Dennis Moore, it had been revised and was more specific.

33. In addition to the information provided in the previous export policies, the revised document provided in bold and capital letters just above T.G. Moore's signature: **IT IS FURTHER AGREED AND UNDERSTOOD THAT THE TERMS OF THIS AGREEMENT WILL APPLY EVEN IF THE VEHICLE IS EXPORTED BY A SUBSEQUENT TRANSFEREE.**
34. On the same date, T.G. Moore executed an arbitration agreement on behalf of Moore's.
35. On or about May 15, 2011, T.G. Moore faxed a copy of Moore's dealer license to Pignitor bearing the following handwritten note: Attn: Pignitor, Send T.G. Moore the MSO, do not want to title car.
36. MSO is an acronym for manufacturer's statement of origin.
37. On March 5, 2012, within thirteen months of the sale of the E350W by the Plaintiff to Moore's, Dennis Moore sold the vehicle at Manheim Auction in Darlington, South Carolina over the Internet to Go Right Auto of El Monte, California.
38. At the time of sale, Dennis Moore did not care who bought the vehicle or what they did with it.
39. The sales proceeds were deposited into a bank account in the name of Moore's at Anderson Brothers Bank.
40. Although Dennis Moore contended that the bank account at Anderson Brothers Bank was solely maintained by T.G. Moore for his personal use, Dennis Moore was aware of the account and acquiesced in the maintenance of the account by T.G. Moore.
41. On March 26, 2012, Moore's submitted a SC Motor Vehicle Dealer \$30,000 Bond Application to T.S. Holt Company.
42. The application was signed by Dennis Moore and by T.G. Moore as partners.
43. Thereafter, Merchants issued its Bond Number: SC27795 effective March 26, 2012, in the amount of \$30,000 on behalf of Moore's in accordance with S.C. Code Ann. §56-15-320.
44. On April 3, 2012, Moore's submitted an Application For A Dealer Or Wholesaler License to the

South Carolina Department of Motor Vehicles signed by Dennis Moore.

45. T.G. Moore was among the employees of Moore's listed on the application.
46. On May 15, 2012, T.G. Moore purchased a 2012 E350W through Moore's from the Plaintiff for the sum of \$56,000 in cash.
47. In connection therewith, T.G. Moore executed another EXPORT PROHIBITION DISCLOSURE and INDEMNITY AGREEMENT on behalf of Moore's that was identical to the one he signed in connection with his purchase of the 2011 E350W.
48. On June 5, 2012, the Plaintiff received a letter from MBUSA along with an export report indicating that a vehicle sold by the Plaintiff had been exported from the United States in violation of MBUSA's export policy.
49. The Plaintiff subsequently received a notice from MBUSA indicating that the 2011 E350W had been exported to China and that MBUSA had deducted \$4,704 from the Plaintiff's bank account on June 29, 2012.
50. The Plaintiff subsequently received another notice from MBUSA indicating that an additional sum of \$1,940 had been deducted from its bank account.
51. On September 24, 2012, counsel for the Plaintiff wrote to Moore's to demand reimbursement of the sum of \$6,644 pursuant to the EXPORT PROHIBITION DISCLOSURE and INDEMNITY AGREEMENT.
52. On October 9, 2012, counsel for the Plaintiff sent another letter to Moore's demanding reimbursement of the charge backs by MBUSA.
53. On October 15, 2012, T.G. Moore wrote a letter addressed to Pignitor at the Plaintiff's dealership acknowledging receipt of the October 9, 2012, demand letter, challenging the validity of MBUSA's export policy and denying any responsibility for the charge backs assessed by MBUSA against the Plaintiff.
54. On October 23, 2012, counsel for the Plaintiff mailed another letter to Moore's along with a demand for arbitration.

55. On October 25, 2012, Dennis Moore wrote a letter to counsel for the Plaintiff.
56. Therein, Dennis Moore stated that *Moore's* had lost money on the sale of the 2011 E350W at the auction but did not address the Plaintiff's demand for reimbursement or demand for arbitration.
57. T.G. Moore died on December 20, 2013.
58. T.G. Moore did not suffer from dementia or Alzheimer's disease and was in relatively good health for a person of his age until the time of his death.
59. Dennis Moore was appointed as Personal Representative of the Estate of T.G. Moore by the Florence County Probate Court.
60. The Anderson Brothers Bank account of Moore's was not listed by Dennis Moore as an asset of the Estate of T.G. Moore.
61. The Estate of T.G. Moore is holding in excess of \$600,000 in cash from the proceeds of sale of real estate.
62. Prejudgment interest at the legal rate of 8 3/4% computed through the date of trial is \$1,418.00.

### **THE PARTIES' POSITIONS**

The Plaintiff contended that at a minimum, it was entitled to judgment for the sum of \$6,644 in actual damages, prejudgment interest of \$1,418 through the date of trial, and a reasonable award of attorney's fees and costs under the terms of the export agreement. The Plaintiff also contended that Moore's engaged in unfair and deceptive conduct, including conduct that was arbitrary, prohibited by the Dealers Act, entitling it to a mandatory award of double actual damages and attorney's fees. The Plaintiff also contended that Moore's conduct was malicious, entitling it to an award of punitive damages not exceeding three times actual damages under the Dealers Act.

Dennis Moore contended that Moore's was not responsible for the damages claimed by the Plaintiff. Rather, Dennis Moore contended that any business conducted with the Plaintiff by T.G. Moore was solely between T.G. Moore and the Plaintiff.

Merchants contended that the Plaintiff had no standing to bring a claim against the bond. According to Merchants, only an "owner of a vehicle" is entitled to bring a claim against its bond and since the Plaintiff ceased to be the owner when the vehicle was sold to Moore's, it was no longer the owner. Merchants also contended that even if the Plaintiff had standing to bring a claim against the bond, the facts of this case do not support a claim against the bond.

## LAW

### Validity of the export agreement

Under U.S. Customs laws and regulations, the export of new motor vehicles is prohibited. As a result, most dealerships are contractually prohibited by the manufacturer from selling new automobiles intended for export, and dealerships are required to prevent such sales or suffer financial and other penalties imposed by the manufacturer. One method dealerships often use to ensure the sale of new motor vehicles for domestic use only is a "no-export agreement" signed by the purchaser, prohibiting the vehicle's export for a certain period of time. The United States Attorney's Office, District of New Hampshire, Press Release dated April 29, 2013, [www.justice.gov/usao/nh/press/2013/KuHsu.html](http://www.justice.gov/usao/nh/press/2013/KuHsu.html) (last visited February 8, 2015).

### Moore's responsibility

"The doctrine of apparent authority focuses on the principal's manifestation to a third party that the agent has certain authority. [T]he principal is bound by the acts of its agent when it has placed the agent in such a position that persons of ordinary prudence, reasonably knowledgeable with business usages and customs, are led to believe the agent has certain authority and they in turn deal with the agent based on that assumption."

\*

\*

\*

When a principal, by any such acts or conduct, has knowingly caused or permitted another to

appear to be his agent, either generally or for a particular purpose, he will be estopped to deny such agency to the injury of third persons who have in good faith and in the exercise of reasonable prudence dealt with the agent on the faith of such appearances. Town of Kingstree v. Chapman, 405 S.C. 282, 747 S.E.2d 494 (Ct. App. 2013).

T.G. Moore's Use of Moore's Dealer License Plates

S.C. Code Ann. §56-3-2320 entitled, **Dealer and wholesaler license plates; restrictions on use**, provides in pertinent part:

The license plates, notwithstanding other provisions of this chapter to the contrary, may be used exclusively on motor vehicles owned by, assigned, or loaned for test driving purposes to the dealer when operated on the highways of this State by the dealer, its corporate officers, its employees, or a prospective purchaser of the motor vehicle.

S.C. Code Ann. §56-15-350 entitled, **Denial, suspension or revocation of license; grounds; procedure**, provides in pertinent part:

Any license issued under this chapter may be denied, suspended, or revoked, if the applicant or licensee or an agency of the applicant or licensee acting for the applicant is determined by the Department of Motor Vehicles to have:

\* \* \*

(h) Given, loaned, or sold a dealer license plate to any person or otherwise to have allowed the use of any dealer license plate in any way not authorized by Section 56-3-2320.

The Dealers Act

The conduct of automobile dealers in South Carolina is regulated under the provisions of S.C. Code Ann. §56-15-10, et seq. The term "Dealer" or "motor vehicle dealer" is defined as any person who sells or attempts to effect the sale of any motor vehicle. S.C. Code Ann. §56-15-10(h). Under the Dealers Act, "Fraud" shall include, in addition to its normal legal connotation, the following: a

misrepresentation in any manner, whether intentionally false or due to gross negligence, of a material fact; a promise or representation not made honestly and in good faith; and an intentional failure to disclose a material fact.

§56-15-30 entitled, **Unfair methods of competition and unfair or deceptive acts or practices declared unlawful**, provides in pertinent part:

(a) Unfair methods of competition and unfair or deceptive acts or practices as defined in §56-15-40 are hereby declared to be unlawful.

§56-15-40 entitled, **Specific acts deemed unfair methods of competition and unfair or deceptive acts or practices; Office of Administrator; appointment of personnel; enforcement**, provides in pertinent part:

(1) It shall be deemed a violation of paragraph (a) of §56-15-30 for any . . . motor vehicle dealer to engage in *any* action which is arbitrary, in bad faith, or unconscionable and which causes damage to any of the parties or to the public.

The term "arbitrary" has been defined for purposes of the Dealers Act to include "acts which are unreasonable, capricious or nonrational; not done according to reason or judgment; depending on will alone." Taylor v. Nix, 307 S.C. 551, 555, 416 S.E.2d 619, 621 (1992); Estate of Carr v. Circle S Ent., 379 S.C. 31, 664 S.E.2d 83 (Ct. App. 2008).

Bad faith has been defined as:

The opposite of good faith, generally implying or involving actual or constructive fraud, or a design to deceive or mislead another, or a neglect or refusal to [fulfill] some duty or some contractual obligation, not prompted by an honest mistake as to one's rights or duties, but by some interested or sinister motive. State v. Griffin, 100 S.C. 331, 333, 84 S.E. 876, 877 (1915) (quoting Black's Law Dictionary); Estate of Carr, supra.

Unconscionability has been recognized as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms which are so oppressive that no reasonable person would make them and no fair and honest person would accept them. Jones Leasing v. Gene

Phillips and Assoc., 282 S.C. 327, 318 S.E.2d 31 (Ct. App. 1984); Fanning v. Fritz's Pontiac-Cadillac-Buick, 322 S.C. 399, 472 S.E.2d 242 (1996).

(A dealer's failure and refusal to make repairs to a used car after expressly warranting to do so because he did not "have that much tied up in the car" could be found by the jury to constitute action which is "arbitrary, in bad faith, or unconscionable and which causes damages to any of the parties.) Adams v. Grant, 292 S.C. 581, 358 S.E.2d 142 (1986). (Failure to repair defective vehicle under warranty was conduct that was arbitrary.) Taylor, supra.

Frequently, several causes of action are joined which may be unrelated or may be alternative theories of recovery for the same conduct. Taylor, supra.

S.C. Code Ann. §56-15-110 entitled, **Suits for damages**, provides in pertinent part:

(1) . . . , any person who shall be injured in his business or property by reason of anything forbidden in this chapter may sue therefor in the court of common pleas and shall recover double the actual damages by him sustained, and the cost of suit, including a reasonable attorney's fee.

\* \* \*

(3) In an action for money damages, if the jury finds that the defendant acted maliciously, the jury may award punitive damages not to exceed three times the actual damages.

An action is done maliciously if "either it is done intentionally, or it is done with some wrongful motive." Black's Law Dictionary (8<sup>th</sup> edition). (Taking a customer on a 95 m.p.h. test drive, ignoring, avoiding, joking about and laughing at customers when they took their vehicle in for service properly considered by jury in finding malice), Taylor, supra.

#### The Dealer Bond

S.C. Code Ann. §56-15-320 (B) provides in pertinent part:

Each applicant for licensure as a dealer or wholesaler shall furnish a surety bond in the penal amount of thirty thousand dollars on a form prescribed by the director of the department. The bond must be given to the

department and executed by the applicant, as principal, and by a corporate surety company authorized to do business in this State as surety. The bond must be conditioned upon the applicant or licensee complying with the statutes applicable to the license and as *indemnification for loss or damage suffered by an owner of a motor vehicle, or his legal representative, by reason of fraud practiced or fraudulent representation made in connection with the sale or transfer of a motor vehicle by a licensed dealer or wholesaler or the dealer's or wholesaler's agent acting for the dealer or wholesaler or within the scope of employment of the agent or loss or damage suffered by reason of the violation by the dealer or wholesaler or his agent of this chapter.* An owner or his legal representative who suffers the loss or damage has a right of action against the dealer or wholesaler and against the dealer's or wholesaler's surety upon the bond and may recover damages as provided in this chapter. . .

The bond, being a statutory bond, should be construed in light of the statute creating the obligation and the purposes for which the bond is required as stated in the statute. North River Insurance Company v. Claar, 299 S.C. 8, 382 S.E.2d 8 (Ct. App. 1989).

In Connecticut Indemnity Company v. Burdette Chrysler Dodge Corporation, 317 S.C. 406, 453 S.E.2d 902 (Ct. App. 1994), Burdette transferred several motor vehicles to Eagle Auto Sales and subsequently received worthless checks for some of the vehicles. The Connecticut Indemnity Company, Eagle Auto's surety, brought a declaratory judgment action against Burdette to determine its obligations under the bond. The trial court allowed Burdette to recover the full amount of the bond for the loss or damage suffered in connection with its *sale* or transfer of the vehicles. The Court of Appeals affirmed in part, reversed in part, and remanded.

The Court of Appeals held:

The trial court properly held Burdette, a motor vehicle dealer, to be an "owner of a motor vehicle" within the meaning of section 56-15-320(2).

As set forth above, like the Plaintiff in this case, Burdette was a *seller*.

The Court of Appeals reversed the trial court on its finding that Burdette established fraud as contemplated by §56-15-320(2) based upon Eagle Auto's tender of worthless checks for the vehicles. Recognizing that in addition to fraud, the latter part of the statute also allows recovery by *anyone*, not

just certain defined motor vehicle owners, for “any loss or damage suffered by reason of the violation by [a] dealer . . . of any of the provisions of [Chapter 15], the Court of Appeals remanded this issue to the trial court for determination. Specifically, the Court of Appeals directed:

The trial court on remand shall determine, based on the present record, whether Eagle Auto, as a licensed dealer, violated any provision of chapter 15, particularly section 56-15-40, and whether Burdette suffered a loss or damage as a result.

In Mid-State Auto Auction v. Altman, 324 S.C. 65, 476 S.E.2d 690 (1996), an automobile auction was awarded summary judgment against Western Surety Company, Altman's surety on its bond, arising out Altman's tender of worthless checks for the purchase of automobiles. Mid-State successfully argued that Connecticut Indemnity Company v. Burdette, supra, stood for the proposition that the latter part of S.C. Code Ann. §56-15-320 allows recovery “by anyone” for loss suffered as the result of a dealer violating any of the statutes in Chapter 15 of Title 56.

On appeal, Western Surety argued that **the statement** in *Burdette* that §56-15-320 allows recovery “by anyone” was incorrect. The South Carolina Supreme Court agreed that only **that statement** in *Burdette* was incorrect. However, contrary to Merchants' contention, the South Carolina Supreme Court did not reverse the remainder of *Burdette*. As the Court indicated in footnote 4,

We now overrule *Burdette* **to the extent** it recites that the latter part of §56-15-320 allows recovery by anyone, not just motor vehicle owners, for loss or damage suffered as the result of a dealer violating any of the provisions in Chapter 15 of Title 56.

The holding in *Burdette* that a motor vehicle dealer, who sold or transferred motor vehicles to another dealer, was an “owner of a motor vehicle” within the meaning of §56-15-320(2) is still the law in South Carolina. Thus, the term “owner of a motor vehicle” includes both purchasers and sellers.

This Court also disagrees with Merchants' contention that its bond is inapplicable to the Plaintiff's claims. As set forth in the statute, the bond applies to claims for fraud or fraudulent representation and to claims arising out of the violation of Chapter 15.

Based upon the foregoing findings of fact and the applicable law, I make the following:

### CONCLUSIONS OF LAW

1. The Export Prohibition Disclosure and Indemnity Agreement which is the subject of this action is a valid contract.
2. The Export Prohibition Disclosure and Indemnity Agreement was breached.
3. Moore's is responsible for the breach under the doctrine of apparent authority.
4. The breach of the Export Prohibition Disclosure and Indemnity Agreement was related to and intertwined with the statutory claim. Taylor, supra.
5. Although Dennis Moore's formal education was somewhat limited, he had been involved in the automobile business for over 30 years, had bought and sold thousands of cars, and clearly knew or should have known the consequences to be suffered by the Plaintiff in the event of a violation of MBUSA's export policy.
6. Moore's violated the Dealers Act by engaging in conduct that was arbitrary, i.e., acts which were unreasonable, capricious or nonrational; not done according to reason or judgment; dependent upon will alone. Taylor, supra.
7. When Dennis Moore sold the vehicle at the auction over the Internet, he did not care who purchased it or what they did with it.
8. While selling the vehicle under the above circumstances could be considered reckless, I conclude that Moore's conduct was not malicious. In other words, Moore's conduct was not intentional or done with some wrongful motive.
9. The Plaintiff is entitled to judgment against Moore's for double the amount of the actual damages that it sustained.
10. The Plaintiff is also entitled to the cost of suit, including a reasonable attorney's fee.
11. The Plaintiff is an owner of the vehicle contemplated under the bond and is also entitled to

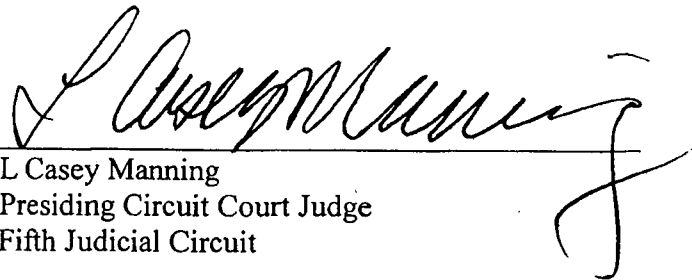
judgment against Merchants for actual damages.

IT IS THEREFORE ORDERED that judgment be entered in favor of the Plaintiff against Moore's Cars, LLC for the sum of \$13,288, representing double the actual damages of \$6,644 sustained, together with prejudgment interest of \$1,418 through January 30, 2015. Prejudgment interest at the legal rate will continue to accrue on the principal sum of \$6,644 thereafter.

IT IS FURTHER ORDERED that judgment be entered in favor of the Plaintiff jointly against Merchants Bonding Company to the extent of \$6,644 in actual damages and prejudgment interest of \$1,418 through January 30, 2015. Prejudgment interest at the legal rate will continue to accrue on the principal sum of \$6,644 thereafter.

IT IS FURTHER ORDERED that the Plaintiff shall submit an attorney's fee affidavit within 10 days of the date of this Order for the Court's consideration of the cost of suit including a reasonable attorney's fee.

AND IT IS SO ORDERED.

  
L Casey Manning  
Presiding Circuit Court Judge  
Fifth Judicial Circuit

Columbia, South Carolina

This 2 day of July, 2015

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF RICHLAND ) CASE NO. 2014-CP-40-03041

DICK DYER & ASSOCIATES, INC., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 MOORE'S CARS, LLC, )  
 )  
 Defendant. )

**ORDER DENYING MOTION TO  
 RECONSIDER AND GRANTING  
 MOTION FOR ATTORNEY'S FEES  
 AND COSTS**

2016 SEP 28 PM 12:37  
 RICHLAND COUNTY  
 FILED  
 JENNIFER W. MCARDLE  
 C.C.P. & G.S.

This matter came before me on February 4, 2016, pursuant to a motion for attorney fees and costs filed by the Plaintiff on July 10, 2015, and a motion to reconsider subsequently filed by Defendant, Moore's Cars, LLC ("Moore's Cars"). Present for the hearing were J. Gregory Studemeyer, attorney for the Plaintiff, Charlie J. Blake, Jr., attorney for Moore's Cars, and Michael Dennis Moore. For the reasons set forth below, the motion to reconsider is denied and the motion for attorney's fees and costs is granted.

A bench trial in this matter came before me on January 30, 2015. On July 2, 2015, I issued a detailed order for judgment with findings of fact and conclusions of law supporting an award in favor of the Plaintiff against Moore's Cars under the Dealers Act, S.C. Code Ann. §56-15-10, et. seq.

Motion To Reconsider

A party may file a Rule 59(e) motion when it believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. Elam v. South Carolina Department of Transportation, 361 S.C. 9, 602 S.E.2d 772 (2004). The court has reviewed Moore's Cars' written motion and considered the argument of its counsel. Having reviewed the detailed order for judgment, the court is satisfied that it fully understood, considered, and ruled upon Moore's Cars' arguments at trial and therefore denies its motion to reconsider.

### Motion For Attorney's Fees And Costs

An award under the Dealers Act mandates an award of attorney's fees. In addition to temporary or permanent injunctive relief as provided in §56-15-40(3)(c), any person who shall be injured in his business or property by reason of anything forbidden in this chapter may sue therefor in the court of common pleas and *shall* recover double the actual damages by him sustained, and the costs of suit, including a reasonable attorney's fee. S.C. Code Ann. §56-15-110(1). (emphasis added).

The specific amount of attorney's fees awarded pursuant to a statute authorizing reasonable attorney's fees is left to the discretion of the trial judge and will not be disturbed absent an abuse of discretion. South Carolina Dept. of Transp. v. Revels, 411 S.C. 1, 766 S.E.2d 700 (2014). When awarding attorney's fees, the trial court must consider the following six factors: (1) the nature, extent, and difficulty of the legal services rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. Williamson v. Middleton, 374 S.C. 419, 640 S.E.2d 57 (Ct. App. 2007).

### FINDINGS OF FACT

#### The Nature, Extent, and Difficulty of the Case.

1. As reflected in this court's previous order, Moore's Cars initially admitted, *inter alia*, that it had purchased the vehicle from the Plaintiff.
2. Subsequently, Moore's Cars denied that it had purchased the vehicle, requiring the Plaintiff to depose Michael Dennis Moore to establish the relationships among T.G. Moore, Michael Dennis Moore, and Moore's Cars.
3. This case involved the doctrine of apparent authority, the Dealers Act, and U.S. Customs laws and regulations.

4. Although the number of witnesses was limited and the length of the bench trial was relatively brief, I attribute this to the preparation of counsel for both parties.
5. Under all of the circumstances, I find that this case was difficult.

The Time Necessarily Devoted to the Case.

6. According to the attorney's fee affidavit, counsel for the Plaintiff devoted a total of 112.30 hours prosecuting this case. In addition, he incurred costs and expenses of \$843.65.
7. As reflected in this court's previous order, Moore's Cars acknowledged receipt of one of the demand letters for payment of the principal amount of the charge backs which were the subject of this case.
8. This court's previous order also reflects that the Plaintiff served a written demand for arbitration upon Moore's Cars which likely would have resulted in a more streamlined disposition of the dispute.
9. Instead, it appears that Moore's Cars threw caution to the wind and simply took its chances with litigation, hoping to convince a court that T.G. Moore had absolutely no relationship whatsoever with Moore's Cars.
10. The attorney's fee affidavit also reflects that a creditor's claim was filed against the Estate of T.G. Moore, ostensibly which was never paid, notwithstanding the fact that its personal representative, Michael Dennis Moore, had adequate funds on hand to pay it.
11. Having carefully reviewed the slip listing attached to the attorney's fee affidavit, I find that the time spent was necessarily devoted to the case.

Professional Standing of Counsel

12. Counsel for the Plaintiff has been admitted to the Bar of the State of South Carolina for over 33 years and counsel for Moore's Cars does not question his professional standing. I find that counsel for the Plaintiff enjoys excellent professional standing.

Contingency of Compensation

13. No contingency arrangement was involved in this litigation. Counsel's fees were billed on an hourly basis.

Beneficial Results Obtained

14. Having obtained an award of double actual damages under the Dealers Act, I find that beneficial results were obtained.

Customary Legal Fees for Similar Services

15. The fees billed by counsel for the Plaintiff were based upon a rate of \$275 per hour. I find that this rate is reasonable and customary.

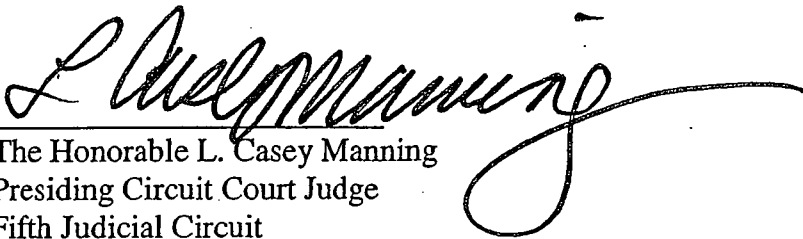
CONCLUSIONS OF LAW

I conclude that the Plaintiff is entitled to a reasonable award of attorney's fees.

I conclude that the sum of \$8,000 in attorney's fees including costs is a proper award under the circumstances.

IT IS THEREFORE ORDERED that judgement be entered in favor of the Plaintiff  
against Defendant, Moore's Cars, LLC, for the further sum of \$8,000 in attorney's fees and costs.

AND IT IS SO ORDERED.

  
The Honorable L. Casey Manning  
Presiding Circuit Court Judge  
Fifth Judicial Circuit

Columbia, South Carolina

This 28 day of September, 2016

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
CASE NO. 2014-CP-40-03041

DICK DYER & ASSOCIATES, INC., )  
Plaintiff, )

v. )

MOORE'S CARS LLC, )  
Defendants. )

**ORDER DENYING PLAINTIFF'S MOTION  
TO ALTER OR AMEND THE JUDGMENT  
RULE 59(e), SCRCP**

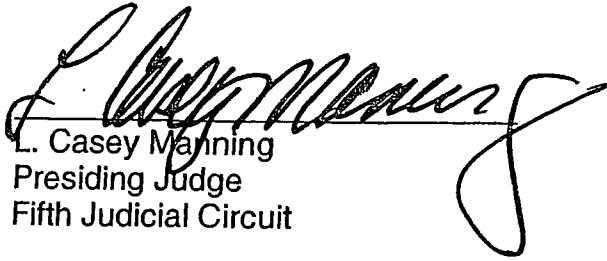
2016 NOV -2 PM 3:16  
JEANETTE W. MOSEBROE  
C.C.P. & G.S.  
RICHLAND COUNTY  
FILED

This matter is before the Court on Plaintiff's Motion to Alter or Amend the Judgment, Rule 59(e), SCRCP. In accordance with Rule 59(f), SCRCP, the Court finds that it is not necessary to hear oral arguments in this matter.

After considering Plaintiff's well-reasoned Motion containing his arguments, and upon careful re-examination of my grounds for denying Plaintiff's Motion to Reconsider and Granting Motion for Attorney's Fees and Costs, I find that Plaintiff's Motion to Alter or Amend should be, and is hereby, denied. Therefore, it is

ORDERED that Plaintiff's Motion to Alter or Amend the Judgment, Rule 59(e), SCRCP, is hereby denied.

AND IT IS SO ORDERED.

  
L. Casey Manning  
Presiding Judge  
Fifth Judicial Circuit

Columbia, South Carolina

October 27, 2016

1 anybody. This is not some great impact on our public policy  
2 in the State of South Carolina whether this man decides he's  
3 going to pay the \$6500 back to Dick Dyer. Thank you, Your  
4 Honor.

5 THE COURT: You're welcome.

6 Anything further?

7 MR. HOLLINGSWORTH: No, Your Honor.

8 MR. BLAKE: (The witness shakes head.)

9 THE COURT: What I'm going to do is I'm going to  
10 read what I have. If I want some additional on questions  
11 that were raised, I'll get back in touch with you. We'll  
12 sort through it. Very interesting. Obviously, not a lot of  
13 cases directly on point, but that's what happens. Maybe  
14 y'all both will get a chance to make a new law at some point  
15 in time. I'll digest what's in the file, consider your  
16 arguments and make a decision. We'll take it from there.  
17 I'm not going to be in a hurry to do this. It might take me  
18 30 days, I don't know. I might have something in 30 days.  
19 I'll look at it and then I might for something from y'all.  
20 Hopefully, within 30 days, I'll have a decision.

21 MR. HOLLINGSWORTH: Thank you.

22 MR. STUDEMAYER: Thank you.

23 THE COURT: Y'all want to stand on your orders  
24 y'all submitted for summary judgment, do you not? Or you  
25 want to submit proposed orders based on the testimony I

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF RICHLAND ) CASE NO. 2014-CP-40-03041

DICK DYER & ASSOCIATES, INC., )  
Plaintiff, )  
v. ) **MOTION FOR ATTORNEY'S FEES**  
MOORE'S CARS, LLC and ) **AND COSTS**  
MERCHANTS BONDING COMPANY, )  
Defendants. )

**TO: CHARLIE J. BLAKE, JR., ATTORNEY FOR DEFENDANT, MOORE'S CARS, LLC:**

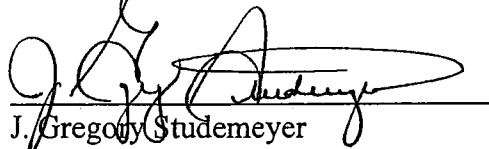
YOU WILL PLEASE TAKE NOTICE that the Plaintiff, through its undersigned attorney, will move before the Honorable L. Casey Manning, on the tenth day after service hereof, or at such other time and place as is convenient to the Court and counsel, for an Order awarding attorney's fees and costs pursuant to S.C. Code Ann. § 56-15-110(1). The Plaintiff will seek a total award of \$31,726.15 including attorney's fees of \$30,882.50 and costs of \$843.65.

The Plaintiff seeks these sums in addition to the sums represented by the Order For Judgment for double actual damages and prejudgment interest entered on July 7, 2015.

This motion will be based upon the pleadings, attorney's fee affidavit, and such other and further statutory and case law as may be applicable.

The undersigned certifies that consultation with opposing counsel would serve no useful purpose.

J. GREGORY STUDEMAYER  
Professional Corporation

A handwritten signature in black ink, appearing to read "J. Gregory Studemeyer", is written over a horizontal line.

J. Gregory Studemeyer  
1701 Richland Street  
Post Office Box 12201  
Columbia, South Carolina 29211-2201  
803-779-3363  
Attorney for Plaintiff

Columbia, South Carolina

July 9, 2015

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF RICHLAND ) CASE NO. 2014-CP-40-03041

DICK DYER & ASSOCIATES, INC., )  
 )  
 Plaintiff, )

v. )

MOORE'S CARS, LLC and )  
 MERCHANTS BONDING COMPANY, )  
 )  
 Defendants. )

**ATTORNEY'S FEE AFFIDAVIT**

JEANETTE W. MORRIS  
 S.C.P. & G.S.  
 2015 JUL 10 AM 9:11  
 RICHLAND COUNTY  
 FILED

Personally appeared before me, J. Gregory Studemeyer, who first being duly sworn, deposes and says:

1. He is a licensed attorney practicing primarily in Columbia, South Carolina.
2. He was admitted to the Bar of the State of South Carolina on November 5, 1982.
3. A substantial portion of his practice relates to commercial litigation and he enjoys an AV rating with Martindale-Hubbell.
4. He is the attorney for the Plaintiff in the above referenced action.
5. Attached hereto and incorporated herein by reference is a copy of the undersigned's Slip Listing summarizing attorney's fees of \$30,277.50 based upon 110.10 hours at a rate of \$275.00 per hour and costs of \$818.65 from June 12, 2012 through June 30, 2015.
6. In addition to the above, the undersigned spent 2.2 hours from July 6, 2015 through July 9, 2015, reviewing the Order for Judgment, preparing correspondence for filing and service of same, reviewing his file, reviewing his billing records, preparing this affidavit, and the Motion for Attorney's Fees and Costs, and preparing correspondence for filing and service of same. In addition, the undersigned has paid an additional fee of \$25.00 for filing the Motion For Attorney's

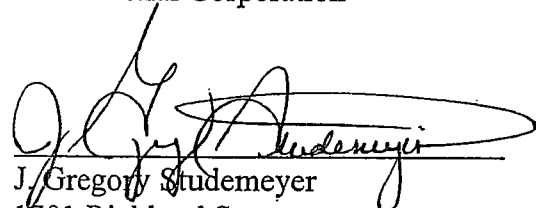
Fees And Costs.

7. Based upon the foregoing the undersigned requests an award of attorney's fees of \$30,882.50 and costs of \$843.65.

The undersigned is competent to testify to the foregoing matters and would so testify if presented as a witness at a hearing in this matter.

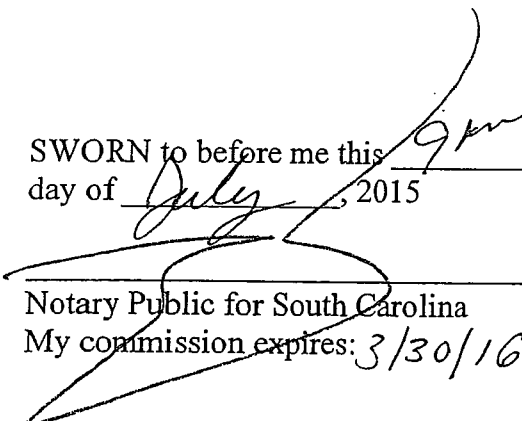
FURTHER THE DEPONENT SAYETH NOT.

J. GREGORY STUDEMAYER  
Professional Corporation



J. Gregory Studemeyer  
1701 Richland Street  
Post Office Box 12201  
Columbia, South Carolina 29211-2201  
(803) 779-3363  
Attorney for Plaintiff

SWORN to before me this 9<sup>th</sup>  
day of July, 2015



Notary Public for South Carolina  
My commission expires: 3/30/16

Selection Criteria

Slip Classification      Open  
 Clie.Selection          Include: Dyer & Assoc  
 Refe.Selection          Include: Moore's Cars LLC

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<u>Transaction Date: 6/12/2012</u>					
45540      TIME	JGS	0.20	275.00	55.00	55.00
6/12/2012	Review document	0.00	C@1		
Billed      G:6992      7/2/2012	Dyer & Assoc	0.00			
Reviewed sales documents provided by client; Moore's Cars LL prepared matter sheet.					
<hr/>					
Total: 6/12/2012	Billable	0.20		55.00	55.00
	Unbillable	0.00		0.00	
	Total	0.20		55.00	
<hr/>					
<u>Transaction Date: 6/13/2012</u>					
45551      TIME	JGS	0.30	275.00	82.50	82.50
6/13/2012	Review document	0.00	C@1		
Billed      G:6992      7/2/2012	Dyer & Assoc	0.00			
Reviewed copy of Manheim Seller's Copy faxed Moore's Cars LL by client; returned telephone call to Melanie Osborne (not available; left message); reviewed file for possible exemption.					
<hr/>					
Total: 6/13/2012	Billable	0.30		82.50	82.50
	Unbillable	0.00		0.00	
	Total	0.30		82.50	
<hr/>					
<u>Transaction Date: 6/15/2012</u>					
45573      TIME	JGS	0.10	275.00	27.50	27.50
6/15/2012	Return call	0.00	C@1		
Billed      G:6992      7/2/2012	Dyer & Assoc	0.00			
Returned telephone call to Melanie Osborne Moore's Cars LL (discussed age of customer, length of retention of vehicle, and disposition at Darlington auction to California purchaser).					

7/8/2015  
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J. Gregory Studemeyer, Attorney At Law  
Listing

Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<b>Total: 6/15/2012</b>					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>0.10</b>		<b>27.50</b>	
<b>Transaction Date: 7/16/2012</b>					
45736	TIME	JGS			
7/16/2012		Review Corres.	0.60	275.00	165.00
Billed	G:7028	8/1/2012 Dyer & Assoc	0.00	C@1	
Reviewed email from Cynthia Saunders with copy of report listing Export Chargeback; reviewed file; prepared email to Cynthia to determine if client claimed any administrative fees or other additional charges.					
<b>Total: 7/16/2012</b>					
	Billable	0.60		165.00	165.00
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>0.60</b>		<b>165.00</b>	
<b>Transaction Date: 8/1/2012</b>					
45859	TIME	JGS			
8/1/2012		Review File	0.30	275.00	82.50
Billed	G:7065	9/5/2012 Dyer & Assoc	0.00	C@1	
Reviewed file; prepared email to follow up on inquiry concerning market support charge backs, administrative fees, or other fees in addition to export charge back.					
<b>Total: 8/1/2012</b>					
	Billable	0.30		82.50	82.50
	Unbillable	0.10		27.50	
	<b>Total</b>	<b>0.40</b>		<b>110.00</b>	
<b>Transaction Date: 9/21/2012</b>					
46178	TIME	JGS			
9/21/2012		Review Corres.	0.10	275.00	27.50
Billed	G:7103	10/2/2012 Dyer & Assoc	0.00	C@1	
Made telephone call to Melanie Osborne concerning status of case.					

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J. Gregory Studemeyer, Attorney At Law  
Listing

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
Reviewed email from Cynthia Saunders with copy of page from Miscellaneous Billings Report from Cynthia Saunders and replied to same.	Moore's Cars LL	0.00			
<hr/>					
Total: 9/21/2012					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<hr/>					
Transaction Date: 9/24/2012					
46188	TIME	JGS	0.10	275.00	27.50
9/24/2012		ReviewCorres.	0.00	C@1	27.50
Billed	G:7103	10/2/2012 Dyer & Assoc	0.00		
Reviewed email from Cynthia Saunders concerning "incentive money" chargeback.	Moore's Cars LL	0.00			
<hr/>					
46192	TIME	JGS	0.60	275.00	165.00
9/24/2012		ReviewFile	0.00	C@1	165.00
Billed	G:7103	10/2/2012 Dyer & Assoc	0.00		
Reviewed file; reviewed S.C. Secretary of State's website for filings by Dennis Moore on behalf of Moore's Cars, Inc. and Moore's Cars, LLC; made telephone call to Ray Pignitore to discuss; prepared letter of representation/demand letter to Moore's Cars, LLC.	Moore's Cars LL	0.00			
<hr/>					
46194	TIME	JGS	0.10	275.00	27.50
9/24/2012		Review/Revise	0.00	C@1	27.50
Billed	G:7103	10/2/2012 Dyer & Assoc	0.00		
Reviewed and revised correspondence.	Moore's Cars LL	0.00			
<hr/>					
Total: 9/24/2012					
	Billable	0.80		220.00	220.00
	Unbillable	0.00		0.00	
	Total	0.80		220.00	
<hr/>					
Transaction Date: 10/9/2012					
46282	TIME	JGS	0.20	275.00	55.00
10/9/2012		Review File	0.00	C@1	55.00
Billed	G:7143	10/31/2012 Dyer & Assoc	0.00		
Reviewed file; reviewed and revised correspondence to direct to c/o Mr. Thomas Gaddy Moore.	Moore's Cars LL	0.00			

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J. Gregory Studemeyer, Attorney At Law  
Listing

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value	Billed SV
Posting Status	Description	Activity	DNB Time	Rate Info		Adjustment
		Client	Est. Time	Bill Status		Markup
		Reference	Variance			
46287	TIME	JGS	0.40	275.00	110.00	110.00
	10/9/2012	Review/Revise	0.00	C@1		
	Billed G:7143	10/31/2012 Dyer & Assoc	0.00			
	Reviewed and revised demand letter to direct c/o Thomas Gaddy Moore; prepared Request for Dealer License Information and correspondence to SCDMV; issued check for filing fee.					
46288	EXP	JGS	1	12.00	12.00	12.00
	10/9/2012	Filing Fee				
	Billed G:7143	10/31/2012 Dyer & Assoc				
	\$12.00 paid to SCDMV.					
Total: 10/9/2012						
		Billable	0.60		177.00	177.00
		Unbillable	0.00		0.00	
		Total	0.60		177.00	
Transaction Date: 10/17/2012						
46338	TIME	JGS	0.40	275.00	110.00	110.00
	10/17/2012	Review Corres.	0.00	C@1		
	Billed G:7143	10/31/2012 Dyer & Assoc	0.00			
	Reviewed correspondence from Thomas G. Moore and Dennis Moore; prepared email to Melanie Osborne concerning recommendation.					
Total: 10/17/2012						
		Billable	0.40		110.00	110.00
		Unbillable	0.00		0.00	
		Total	0.40		110.00	
Transaction Date: 10/18/2012						
46353	TIME	JGS	0.20	275.00	55.00	55.00
	10/18/2012	Review Corres.	0.00	C@1		
	Billed G:7143	10/31/2012 Dyer & Assoc	0.00			
	Reviewed correspondence from David Thomley at SCDMV with copies of Application For A Dealer Or Wholesaler License and surety bond for Moore's Cars, LLC.					
Total: 10/18/2012						
		Billable	0.20		55.00	55.00

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J. Gregory Studemeyer, Attorney At Law  
Listing

Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
	Unbillable	0.00		0.00	
	Total	0.20		55.00	
Transaction Date: 10/23/2012					
46379	JGS	0.60	275.00	165.00	165.00
10/23/2012	Review File	0.00	C@1		
Billed	G:7143	10/31/2012	Dyer & Assoc		
Reviewed file; prepared correspondence to Moore's Cars LL					
Moore's Cars, LLC with Demand For Arbitration.					
46388	JGS	0.10	275.00	27.50	27.50
10/23/2012	Review/Revise	0.00	C@1		
Billed	G:7143	10/31/2012	Dyer & Assoc		
Reviewed and revised Demand For Arbitration and correspondence.					
46375	JGS	0.10	275.00	27.50	27.50
10/23/2012	Phone fr client	0.00	C@1		
Billed	G:7143	10/31/2012	Dyer & Assoc		
Received telephone call from Melanie Osborne (advised that she had consulted with Richard Dyer and that I was authorized to proceed).					
Total: 10/23/2012					
	Billable	0.80		220.00	220.00
	Unbillable	0.00		0.00	
	Total	0.80		220.00	
Transaction Date: 11/5/2012					
46432	JGS	0.10	275.00	27.50	27.50
11/5/2012	Review Corres.	0.00	C@1		
Billed	G:7183	12/1/2012	Dyer & Assoc		
Reviewed correspondence from Dennis Moore.					
Total: 11/5/2012					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
Transaction Date: 4/29/2014					
49805	JGS	1.30	275.00	357.50	357.50
4/29/2014	Review File	0.00	C@1		
Billed	G:7792	5/2/2014	Dyer & Assoc		
Reviewed file; made telephone call to Dennis Moore concerning status of case; prepared					

7/8/2015  
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J. Gregory Studemeyer, Attorney At Law  
Listing

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
email to Melanie Osborne concerning status of case.					
49807	JGS	0.20	275.00	55.00	55.00
4/29/2014	Phone fr client	0.00	C@1		
Billed	G:7792 5/2/2014 Dyer & Assoc	0.00			
Received telephone call from Melanie Osborne (authorized me to proceed with claim). Moore's Cars LL 0.00					
49808	JGS	0.10	275.00	27.50	27.50
4/29/2014	Review Corres.	0.00	C@1		
Billed	G:7792 5/2/2014 Dyer & Assoc	0.00			
Reviewed email from client; mapquested address provided by Dennis Moore. Moore's Cars LL 0.00					
49812	JGS	0.10	275.00	27.50	27.50
4/29/2014	Review File	0.00	C@1		
Billed	G:7792 5/2/2014 Dyer & Assoc	0.00			
Reviewed file; forwarded copies of documents to Dennis Moore. Moore's Cars LL 0.00					
<hr/>					
Total: 4/29/2014	Billable	1.70		467.50	467.50
	Unbillable	0.00		0.00	
	Total	1.70		467.50	
<hr/>					
Transaction Date: 5/11/2014					
49866	JGS	1.70	275.00	467.50	467.50
5/11/2014	Review File	0.00	C@1		
Billed	G:7825 6/2/2014 Dyer & Assoc	0.00			
Reviewed file; began drafting pleadings. Moore's Cars LL 0.00					
<hr/>					
Total: 5/11/2014	Billable	1.70		467.50	467.50
	Unbillable	0.00		0.00	
	Total	1.70		467.50	
<hr/>					
Transaction Date: 5/12/2014					
49881	JGS	0.10	275.00	27.50	27.50
5/12/2014	Review/Execute	0.00	C@1		
Billed	G:7825 6/2/2014 Dyer & Assoc	0.00			
Reviewed and executed pleadings. Moore's Cars LL 0.00					

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7/8/2015  
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J. Gregory Studemeyer, Attorney At Law  
Listing

Slip ID	Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
49884	TIME	JGS	0.30	275.00	82.50	82.50
	5/12/2014	Hand-deliver	0.00	C@1		
	Billed G:7825	6/2/2014 Dyer & Assoc	0.00			
	Hand-delivered pleadings to Clerk of Court for filing.		0.00			
Total: 5/12/2014						
		Billable	0.40		110.00	110.00
		Unbillable	0.00		0.00	
		Total	0.40		110.00	
Transaction Date: 5/13/2014						
49891	EXP	JGS	1	10.00	10.00	10.00
	5/13/2014	Misc.				
	Billed G:7825	6/2/2014 Dyer & Assoc				
	\$10 paid to S.C. Dept. of Insurance.					
		Moore's Cars LL				
49890	TIME	JGS	0.90	275.00	247.50	247.50
	5/13/2014	Review document	0.00	C@1		
	Billed G:7825	6/2/2014 Dyer & Assoc	0.00			
	Reviewed SCRCF; reviewed file; reviewed S.C. Secretary of State's website; prepared correspondence to serve registered agent by certified mail; prepared correspondence to Director of S.C. Dept. of Insurance for service upon Merchants Bonding Company; issued check for service fee.		0.00			
Total: 5/13/2014						
		Billable	0.90		257.50	257.50
		Unbillable	0.00		0.00	
		Total	0.90		257.50	
Transaction Date: 5/19/2014						
49909	TIME	JGS	0.40	275.00	110.00	110.00
	5/19/2014	Review document	0.00	C@1		
	Billed G:7825	6/2/2014 Dyer & Assoc	0.00			
	Reviewed Return Receipt signed by Dennis Moore provided by Postmaster; reviewed Rule 4(d)(8), SCRCF; reviewed file.		0.00			
		Moore's Cars LL				
49914	TIME	JGS	0.50	275.00	137.50	137.50
	5/19/2014	Prepare document	0.00	C@1		
	Billed G:7825	6/2/2014 Dyer & Assoc	0.00			
	Prepared Affidavit of Mailing as to Moore's Cars, Moore's Cars LL		0.00			

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
LLC and correspondence to Clerk of Court for filing.					
49919	JGS	0.10	275.00	27.50	27.50
5/19/2014	Review document	0.00	C@1		
Billed	G:7825 6/2/2014 Dyer & Assoc	0.00			
Reviewed copy of correspondence from David E Moore's Cars LL Belton, Senior Associate General Counsel at S.C. Department of Insurance to Merchants Bonding Company.					
49925	JGS	0.20	275.00	55.00	55.00
5/19/2014	Review/Execute	0.00	C@1		
Billed	G:7825 6/2/2014 Dyer & Assoc	0.00			
Reviewed and executed correspondence to Clerk of Court with Affidavit of Mailing as to Moore's Cars.					
Total: 5/19/2014		Billable	1.20	330.00	330.00
		Unbillable	0.00	0.00	
		Total	1.20	330.00	
Transaction Date: 5/20/2014					
49937	JGS	0.20	275.00	55.00	55.00
5/20/2014	Review Corres.	0.00	C@1		
Billed	G:7825 6/2/2014 Dyer & Assoc	0.00			
Reviewed email from Amy Baker at Merchants Bonding Company, correspondence and copies of bonds.					
Total: 5/20/2014		Billable	0.20	55.00	55.00
		Unbillable	0.00	0.00	
		Total	0.20	55.00	
Transaction Date: 5/24/2014					
49956	JGS	0.10	275.00	27.50	27.50
5/24/2014	Review Corres.	0.00	C@1		
Billed	G:7825 6/2/2014 Dyer & Assoc	0.00			
Reviewed hard copies of correspondence and surety bonds from Amy Baker at Merchants Bonding Company by mail; prepared notes for file.					

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<b>Total: 5/24/2014</b>					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<b>Transaction Date: 6/5/2014</b>					
50030	TIME	JGS	0.10	275.00	27.50
6/5/2014		Phone fr client	0.00	C@1	27.50
Billed	G:7858	7/1/2014 Dyer & Assoc	0.00		
Received telephone call from Charlie Blake with Moore's Cars LL Finklea Law Firm in Florence concerning representation of Moore's Cars.					
<b>Total: 6/5/2014</b>					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<b>Transaction Date: 6/9/2014</b>					
50039	TIME	JGS	0.40	275.00	110.00
6/9/2014		Review/Revise	0.00	C@1	110.00
Billed	G:7858	7/1/2014 Dyer & Assoc	0.00		
Reviewed and revised draft of Amended Complaint.					
50033	TIME	JGS	3.30	275.00	907.50
6/9/2014		Review Corres.	0.00	C@1	907.50
Billed	G:7858	7/1/2014 Dyer & Assoc	0.00		
Reviewed copies of correspondence and Answer for Moore's Cars from Lauran Altman to Clerk of Court; reviewed file; reviewed S.C. Code on venue; researched law on surety bonds at USC Law School Library.					
50038	TIME	JGS	1.30	275.00	357.50
6/9/2014		Draft	0.00	C@1	357.50
Billed	G:7858	7/1/2014 Dyer & Assoc	0.00		
Began drafting Amended Complaint; prepared email to Cynthia Saunders to confirm that exemption process was exhausted.					
<b>Total: 6/9/2014</b>					
	Billable	5.00		1375.00	1375.00

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
	Unbillable	0.00		0.00	
	Total	5.00		1375.00	
<b>Transaction Date: 6/10/2014</b>					
50045	JGS	0.30	275.00	82.50	82.50
6/10/2014	Review Corres.	0.00	C@1		
Billed	G:7858 7/1/2014 Dyer & Assoc	0.00			
Reviewed copies of correspondence and Answer Moore's Cars LL of Merchants Bonding Company emailed by Peggy Belbusti; reviewed correspondence from Dunn Hollingsworth.					
<b>Total: 6/10/2014</b>					
	Billable	0.30		82.50	82.50
	Unbillable	0.00		0.00	
	Total	0.30		82.50	
<b>Transaction Date: 6/11/2014</b>					
50053	JGS	0.80	275.00	220.00	220.00
6/11/2014	Review Corres.	0.00	C@1		
Billed	G:7858 7/1/2014 Dyer & Assoc	0.00			
Reviewed email from Cynthia Saunders with copy of New Vehicle Export Policy # VEH003 effective 5/1/12; reviewed Dealer Agreement emailed by Cynthia Saunders; reviewed and revised Amended Complaint.					
<b>Total: 6/11/2014</b>					
	Billable	0.80		220.00	220.00
	Unbillable	0.00		0.00	
	Total	0.80		220.00	
<b>Transaction Date: 6/12/2014</b>					
50065	JGS	0.90	275.00	247.50	247.50
6/12/2014	Review Corres.	0.00	C@1		
Billed	G:7858 7/1/2014 Dyer & Assoc	0.00			
Reviewed hard copies of correspondence and pleadings from attorney for Merchants Bonding Company; resumed revisions to Amended Complaint.					
<b>Total: 6/12/2014</b>					
	Billable	0.90		247.50	247.50

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
	Unbillable	0.00		0.00	
	Total	0.90		247.50	
<b>Transaction Date: 6/13/2014</b>					
50067	JGS	1.20	275.00	330.00	330.00
6/13/2014	Review document	0.00	C@1		
Billed	G:7858 7/1/2014 Dyer & Assoc	0.00			
Reviewed S.C. Code Ann. S56-15-320; reviewed Moore's Cars LL					
Mid-State case again; reviewed and revised					
Amended Complaint; prepared correspondence					
to serve opposing counsel with copies of same;					
returned telephone call to Dunn Hollingsworth					
(not available; left message with Peggy).					
50070	JGS	0.60	275.00	165.00	165.00
6/13/2014	Review/Execute	0.00	C@1		
Billed	G:7858 7/1/2014 Dyer & Assoc	0.00			
Reviewed and executed Amended Complaint;					
hand-delivered same to Clerk of Court for filing;					
reviewed and executed correspondence.					
50075	JGS	0.20	275.00	55.00	55.00
6/13/2014	Phone fr client	0.00	C@1		
Billed	G:7858 7/1/2014 Dyer & Assoc	0.00			
Received telephone call from Dunn					
Hollingsworth (discussed status of case and					
receipt of Amended Complaint).					
<b>Total: 6/13/2014</b>					
	Billable	2.00		550.00	550.00
	Unbillable	0.00		0.00	
	Total	2.00		550.00	
<b>Transaction Date: 6/19/2014</b>					
50083	JGS	0.40	275.00	110.00	110.00
6/19/2014	Review Corres.	0.00	C@1		
Billed	G:7858 7/1/2014 Dyer & Assoc	0.00			
Reviewed copies of correspondence and					
Amended Answer of Moore's Cars, LLC from					
Charlie J. Blake, Esq. to Clerk of Court;					
compared same with Amended Complaint.					
<b>Total: 6/19/2014</b>					
	Billable	0.40		110.00	110.00

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper	Activity	Client Reference	Units	DNB Time	Rate	Slip Value	Billed SV
							Est. Time	Rate Info	Bill Status		Adjustment
							Variance				Markup
					Unbillable		0.00			0.00	
					Total		0.40			110.00	
<b>Transaction Date: 6/24/2014</b>											
50100		TIME		JGS			1.10	275.00		302.50	302.50
	6/24/2014				ReviewCorres.		0.00	C@1			
	Billed	G:7858	7/1/2014	Dyer & Assoc			0.00				
	Reviewed email from PeggyBelbusti with copies of correspondence and Merchants Bonding Company's Answer To Amended Complaint from Dunn Hollingsworth; compared same with Amended Complaint; Began drafting interrogatories and request to produce.			Moore's Cars LL			0.00				
<b>Total: 6/24/2014</b>					Billable		1.10			302.50	302.50
					Unbillable		0.00			0.00	
					Total		1.10			302.50	
<b>Transaction Date: 6/25/2014</b>											
50102		TIME		JGS			1.70	275.00		467.50	467.50
	6/25/2014				Reviewdocument		0.00	C@1			
	Billed	G:7858	7/1/2014	Dyer & Assoc			0.00				
	Reviewed Florence County Probate Records online; made telephone call to Florence County Probate Court to determine when Estate was opened for Thomas G. Moore and to confirm that claims period had not yet run.			Moore's Cars LL			0.00				
50107		TIME		JGS			0.10	275.00		27.50	27.50
	6/25/2014				Reviewdocument		0.00	C@1			
	Billed	G:7858	7/1/2014	Dyer & Assoc			0.00				
	Reviewed hard copies of correspondence and Answer To Amended Complaint from Peggy Belbusti.			Moore's Cars LL			0.00				
<b>Total: 6/25/2014</b>					Billable		1.80			495.00	495.00
					Unbillable		0.00			0.00	
					Total		1.80			495.00	
<b>Transaction Date: 6/26/2014</b>											
50121		TIME		JGS			0.20	275.00		55.00	55.00
	6/26/2014				ReviewCorres.		0.00	C@1			
	Billed	G:7858	7/1/2014	Dyer & Assoc			0.00				

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
			Reviewed email and cover letter from Peggy Belbusti with Merchants Bonding Company's Requests To Admit to the Plaintiff and Merchants Bonding Company's Interrogatories to the Plaintiff and calendared same for response.	Moore's Cars LL	0.00			
50126	TIME			JGS	0.90	275.00	247.50	247.50
	6/26/2014			Return call	0.00	C@1		
	Billed	G:7858	7/1/2014	Dyer & Assoc	0.00			
			Returned telephone call to Richard Dyer (authorized me to file claim against Estate of Thomas G. Moore); reviewed file; prepared Statement of Creditor's Claim, correspondence to Michael D. Moore to serve with copy, Proof of Delivery, and correspondence to Florence County Probate Court for filing; reviewed and executed correspondence to Michael D. Moore.	Moore's Cars LL	0.00			
Total: 6/26/2014				Billable	1.10		302.50	302.50
				Unbillable	0.00		0.00	
				Total	1.10		302.50	
Transaction Date: 6/27/2014								
50134	TIME			JGS	0.20	275.00	55.00	55.00
	6/27/2014			Review/Revise	0.00	C@1		
	Billed	G:7858	7/1/2014	Dyer & Assoc	0.00			
			Reviewed and revised correspondence to opposing counsel; reviewed and executed discovery requests to opposing counsel.	Moore's Cars LL	0.00			
50135	TIME			JGS	0.10	275.00	27.50	27.50
	6/27/2014			Review/Execute	0.00	C@1		
	Billed	G:7858	7/1/2014	Dyer & Assoc	0.00			
			Reviewed and executed correspondence.	Moore's Cars LL	0.00			
50139	TIME			JGS	0.10	275.00	27.50	27.50
	6/27/2014			Review document	0.00	C@1		
	Billed	G:7858	7/1/2014	Dyer & Assoc	0.00			
			Reviewed hard copies of correspondence and discovery requests from Dunn Hollingsworth.	Moore's Cars LL	0.00			
Total: 6/27/2014				Billable	0.40		110.00	110.00

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
	Unbillable	0.00		0.00	
	Total	0.40		110.00	
<b>Transaction Date: 7/3/2014</b>					
50168	JGS	0.20	275.00	55.00	55.00
7/3/2014	Review document	0.00	C@1		
Billed	G:7892 8/1/2014 Dyer & Assoc	0.00			
Reviewed copies of Statement of Creditor's Claim and Proof of Delivery filed and returned by Florence County Probate Court; prepared email to Cynthia Saunders to convey \$3,300 offer of settlement.	Moore's Cars LL	0.00			
50166	JGS	0.10	275.00	27.50	27.50
7/3/2014	Phone fr client	0.00	C@1		
Billed	G:7892 8/1/2014 Dyer & Assoc	0.00			
Received telephone call from Charlie Blake (offered \$3,300 as initial volley to settle).	Moore's Cars LL	0.00			
<b>Total: 7/3/2014</b>					
	Billable	0.30		82.50	82.50
	Unbillable	0.00		0.00	
	Total	0.30		82.50	
<b>Transaction Date: 7/7/2014</b>					
50180	JGS	0.20	275.00	55.00	55.00
7/7/2014	Review Corres.	0.00	C@1		
Billed	G:7892 8/1/2014 Dyer & Assoc	0.00			
Reviewed email from Peggy Belbusti with copies of correspondence, Merchants Bonding Company's Answers To Plaintiff's Interrogatories and Responses To Plaintiff's Request For Production.	Moore's Cars LL	0.00			
<b>Total: 7/7/2014</b>					
	Billable	0.20		55.00	55.00
	Unbillable	0.00		0.00	
	Total	0.20		55.00	
<b>Transaction Date: 7/8/2014</b>					
50183	JGS	0.10	275.00	27.50	27.50
7/8/2014	Review Corres.	0.00	C@1		
Billed	G:7892 8/1/2014 Dyer & Assoc	0.00			
Reviewed email from Richard Dyer (authorized me to exercise my discretion on settlement	Moore's Cars LL	0.00			

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
offer).					
<hr/>					
Total: 7/8/2014					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<hr/>					
Transaction Date: 7/10/2014					
50193	TIME	JGS	0.60	275.00	165.00
7/10/2014		Review document	0.00	C@1	165.00
Billed	G:7892	8/1/2014	Dyer & Assoc	0.00	
Reviewed hard copies of correspondence and discovery responses from Peggy Belbusti; prepared draft response to Charlie Blake's settlement offer.					
<hr/>					
Total: 7/10/2014					
	Billable	0.60		165.00	165.00
	Unbillable	0.00		0.00	
	Total	0.60		165.00	
<hr/>					
Transaction Date: 7/18/2014					
50232	TIME	JGS	0.10	275.00	27.50
7/18/2014		Review File	0.00	C@1	27.50
Billed	G:7892	8/1/2014	Dyer & Assoc	0.00	
Reviewed file; returned telephone call to Charlie Moore's Cars LL Blake concerning settlement offer (not available; left message on voice mail).					
<hr/>					
Total: 7/18/2014					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<hr/>					
Transaction Date: 7/21/2014					
50240	TIME	JGS	3.40	275.00	935.00
7/21/2014		Review File	0.00	C@1	935.00
Billed	G:7892	8/1/2014	Dyer & Assoc	0.00	
Reviewed file; made telephone call to Charlie Blake with demand for settlement (not available; left message on voice mail); received telephone call from Charlie Blake (demanded the sum of \$22,568.48 to settle).					

Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
50241	JGS	0.30	275.00	82.50	82.50
7/21/2014	ReviewFile	0.00	C@1		
Billed	8/1/2014 Dyer & Assoc	0.00			
Resumed review of file.	Moore's Cars LL	0.00			
<hr/>					
Total: 7/21/2014					
	Billable	3.70		1017.50	1017.50
	Unbillable	0.00		0.00	
	Total	3.70		1017.50	
<hr/>					
Transaction Date: 7/22/2014					
50245	JGS	0.60	275.00	165.00	165.00
7/22/2014	Review/Revise	0.00	C@1		
Billed	8/1/2014 Dyer & Assoc	0.00			
Reviewed and revised discovery responses to Merchants Bonding Company; prepared correspondence to Dunn Hollingsworth to serve with copies of same.	Moore's Cars LL	0.00			
<hr/>					
50249	JGS	0.10	275.00	27.50	27.50
7/22/2014	Review/Execute	0.00	C@1		
Billed	8/1/2014 Dyer & Assoc	0.00			
Reviewed and executed correspondence and discovery responses.	Moore's Cars LL	0.00			
<hr/>					
Total: 7/22/2014					
	Billable	0.70		192.50	192.50
	Unbillable	0.00		0.00	
	Total	0.70		192.50	
<hr/>					
Transaction Date: 7/28/2014					
50267	JGS	0.40	275.00	110.00	110.00
7/28/2014	ReviewCorres.	0.00	C@1		
Billed	8/1/2014 Dyer & Assoc	0.00			
Reviewed correspondence from Charlie Blake with original interrogatories and request for production and copy of certificate of mailing; reviewed correspondence from Charlie Blake with original answers to interrogatories, response to request for production, and certificate of mailing.	Moore's Cars LL	0.00			
<hr/>					
Total: 7/28/2014					
	Billable	0.40		110.00	110.00

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
	Unbillable	0.00		0.00	
	Total	0.40		110.00	
<u>Transaction Date: 8/5/2014</u>					
50300	TIME	JGS	0.10	275.00	27.50
8/5/2014		Review Corres.	0.00	C@1	27.50
Billed	G:7922	9/1/2014	Dyer & Assoc	0.00	
Reviewed email from Peggy Belbusti with copies of correspondence to Clerk of Court and Merchants Bonding Company's Motion For Summary Judgment Against The Plaintiff.					
<u>Total: 8/5/2014</u>					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<u>Transaction Date: 8/7/2014</u>					
50323	TIME	JGS	0.10	275.00	27.50
8/7/2014		Review document	0.00	C@1	27.50
Billed	G:7922	9/1/2014	Dyer & Assoc	0.00	
Reviewed hard copies of correspondence and motion from Peggy Belbusti.					
<u>Total: 8/7/2014</u>					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<u>Transaction Date: 8/28/2014</u>					
50410	TIME	JGS	0.40	275.00	110.00
8/28/2014		Review document	0.00	C@1	110.00
Billed	G:7922	9/1/2014	Dyer & Assoc	0.00	
Reviewed Notice of Case Scheduling; reviewed file; prepared correspondence to Judge Manning to advise of conflict with case in federal court in Florence.					
<u>Total: 8/28/2014</u>					
	Billable	0.40		110.00	110.00
	Unbillable	0.00		0.00	
	Total	0.40		110.00	

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<u>Transaction Date: 9/2/2014</u>								
50422	TIME			JGS	1.00	275.00	275.00	275.00
	9/2/2014			Review document	0.00	C@1		
Billed	G:7954	10/1/2014		Dyer & Assoc	0.00			
			Reviewed Interrogatories To Plaintiff and Request For Production of Documents To Plaintiff from Charlie Blake; reviewed file; prepared answers and responses.	Moore's Cars LL	0.00			
<hr/>								
Total: 9/2/2014				Billable	1.00		275.00	275.00
				Unbillable	0.00		0.00	
				Total	1.00		275.00	
<hr/>								
<u>Transaction Date: 9/8/2014</u>								
50442	TIME			JGS	0.40	275.00	110.00	110.00
	9/8/2014			Review/Revise	0.00	C@1		
Billed	G:7954	10/1/2014		Dyer & Assoc	0.00			
			Reviewed and revised discovery responses; prepared correspondence to Charlie Blake to serve with copies of same.	Moore's Cars LL	0.00			
<hr/>								
50446	TIME			JGS	0.10	275.00	27.50	27.50
	9/8/2014			Review/Execute	0.00	C@1		
Billed	G:7954	10/1/2014		Dyer & Assoc	0.00			
			Reviewed and executed correspondence and discovery responses.	Moore's Cars LL	0.00			
<hr/>								
50447	EXP			JGS	1	11.90	11.90	11.90
	9/8/2014			Postage				
Billed	G:7954	10/1/2014		Dyer & Assoc				
			\$11.90 paid to Postmaster.	Moore's Cars LL				
<hr/>								
Total: 9/8/2014				Billable	0.50		149.40	149.40
				Unbillable	0.00		0.00	
				Total	0.50		149.40	
<hr/>								
<u>Transaction Date: 9/9/2014</u>								
50458	TIME			JGS	0.80	275.00	220.00	220.00
	9/9/2014			Review Corres.	0.00	C@1		
Billed	G:7954	10/1/2014		Dyer & Assoc	0.00			
			Reviewed email from Cynthia Saunders concerning unavailability for trial next week due to training in Houston, TX; prepared	Moore's Cars LL	0.00			

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Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value	Billed SV
Posting Status	Description	Activity	DNB Time	Rate Info		Adjustment
		Client	Est. Time	Bill Status		Markup
		Reference	Variance			
correspondence to Judge Manning; made telephone call to Charlie Blake concerning proposed continuance; received telephone call from Donna Hollingsworth concerning same.						
50455	TIME	JGS	0.20	275.00	55.00	55.00
9/9/2014		Prepared letter	0.00	C@1		
Billed	G:7954	10/1/2014 Dyer & Assoc	0.00			
Prepared email to Cynthia Saunders concerning Moore's Cars LL status of case.						
<hr/>						
Total: 9/9/2014						
		Billable	1.00		275.00	275.00
		Unbillable	0.00		0.00	
		Total	1.00		275.00	
<hr/>						
Transaction Date: 10/15/2014						
50752	TIME	JGS	0.10	275.00	27.50	27.50
10/15/2014		Phone fr client	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Received telephone call from Charlie Blake (offer Moore's Cars LL \$6,644.00).						
<hr/>						
Total: 10/15/2014						
		Billable	0.10		27.50	27.50
		Unbillable	0.00		0.00	
		Total	0.10		27.50	
<hr/>						
Transaction Date: 10/16/2014						
50759	TIME	JGS	0.30	275.00	82.50	82.50
10/16/2014		Review document	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Reviewed Notice of Case Scheduling from Judge Manning; calendared same; reviewed file; prepared email to Cynthia Saunders concerning same.						
<hr/>						
Total: 10/16/2014						
		Billable	0.30		82.50	82.50
		Unbillable	0.00		0.00	
		Total	0.30		82.50	

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<u>Transaction Date: 10/21/2014</u>								
50800	TIME			JGS	1.80	275.00	495.00	495.00
	10/21/2014			ReviewFile	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
	Reviewed file; prepared for trial; returned telephone call to Charlie Blake (not available; left message on voice mail); received telephone call from Charlie Blake concerning status of case; received telephone call from Cynthia Saunders (rescheduled meeting for Friday at 3:00 p.m.).			Moore's Cars LL	0.00			
50805	TIME			JGS	0.10	275.00	27.50	27.50
	10/21/2014			Review document	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
	Reviewed Notice of Motion Scheduling from Chief Administrative Judge.			Moore's Cars LL	0.00			
Total: 10/21/2014				Billable	1.90		522.50	522.50
				Unbillable	0.00		0.00	
				Total	1.90		522.50	
<u>Transaction Date: 10/22/2014</u>								
50808	TIME			JGS	2.50	275.00	687.50	687.50
	10/22/2014			ReviewFile	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
	Resumed review of file and preparation for trial.			Moore's Cars LL	0.00			
Total: 10/22/2014				Billable	2.50		687.50	687.50
				Unbillable	0.00		0.00	
				Total	2.50		687.50	
<u>Transaction Date: 10/23/2014</u>								
50809	TIME			JGS	4.30	275.00	1182.50	1182.50
	10/23/2014			ReviewFile	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
	Resumed review of file and preparation for trial.			Moore's Cars LL	0.00			
50817	TIME			JGS	0.10	275.00	27.50	27.50
	10/23/2014			Phone fr client	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
	Received telephone call from Paul Gunter concerning status of case.			Moore's Cars LL	0.00			

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<b>Total: 10/23/2014</b>								
				Billable	4.40		1210.00	1210.00
				Unbillable	0.00		0.00	
				Total	4.40		1210.00	
<b>Transaction Date: 10/24/2014</b>								
50825	TIME			JGS	1.00	275.00	275.00	275.00
	10/24/2014			Review document	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
				Reviewed 19 CFR Part 192 - Export Control.	0.00			
50819	TIME			JGS	1.20	275.00	330.00	330.00
	10/24/2014			Review File	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
				Resumed review of file and preparation for trial; Moore's Cars LL began drafting Pre-trial Brief.	0.00			
50824	TIME			JGS	3.90	275.00	1072.50	1072.50
	10/24/2014			Review Corres.	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
				Reviewed email from Cynthia Saunders concerning Ed Claus on vacation in Europe; prepared email to Charlie Blake and Dunn Hollingsworth to advise; prepared email to Judge Manning's clerk concerning same; reviewed previous research on exports; prepared correspondence to Judge Manning to request continuance; hand-delivered request for continuance to Judge Manning for execution and to Clerk of Court for filing; traveled to and from USC Law School Library; reviewed US Customs Regulations on exporting vehicles.	0.00			
<b>Total: 10/24/2014</b>								
				Billable	6.10		1677.50	1677.50
				Unbillable	0.00		0.00	
				Total	6.10		1677.50	
<b>Transaction Date: 10/27/2014</b>								
50836	TIME			JGS	0.10	275.00	27.50	27.50
	10/27/2014			Review Corres.	0.00	C@1		
	Billed	G:7988	11/4/2014	Dyer & Assoc	0.00			
				Reviewed email from Peggy Belbusti with copies of correspondence and enclosures from Dunn Hollingsworth to Judge Manning	0.00			

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			

concerning request for protection.

Total: 10/27/2014

Billable	0.10	27.50	27.50
Unbillable	0.00	0.00	
Total	0.10	27.50	

Transaction Date: 10/28/2014

50841	TIME	JGS	0.30	275.00	82.50	82.50
10/28/2014		ReviewFile	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Reviewed file; prepared for meeting with Cynthia Moore's Cars LL Saunders.			0.00			

50843	TIME	JGS	0.10	275.00	27.50	27.50
10/28/2014		Prepared letter	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Prepared email to Charlie Blake concerning scheduling Dennis Moore's deposition.		Moore's Cars LL	0.00			

Total: 10/28/2014

Billable	0.40	110.00	110.00
Unbillable	0.00	0.00	
Total	0.40	110.00	

Transaction Date: 10/29/2014

50850	TIME	JGS	0.10	275.00	27.50	27.50
10/29/2014		Prepared letter	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Prepared email to Charlie Blake to reiterate interest in taking deposition of Dennis Moore.		Moore's Cars LL	0.00			

50853	TIME	JGS	0.10	275.00	27.50	27.50
10/29/2014		Review document	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Reviewed hard copies of correspondence and enclosures from Dunn Hollingsworth to Judge Manning with request for protection; reviewed email from Charlie Blake concerning scheduling deposition.		Moore's Cars LL	0.00			

Total: 10/29/2014

Billable	0.20	55.00	55.00
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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
	Unbillable	0.00		0.00	
	Total	0.20		55.00	

Transaction Date: 10/30/2014

50860	TIME	JGS	0.30	275.00	82.50	82.50
10/30/2014		Phone to client	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Made telephone call to Angie Cribb at Finklea Moore's Cars LL			0.00			
Law Firm concerning scheduling deposition (not available; left message on voice mail); made telephone call to Richard Dyer (not available); prepared email to Richard Dyer concerning scheduling deposition of Dennis Moore.						

50862	TIME	JGS	0.10	275.00	27.50	27.50
10/30/2014		Phone fr client	0.00	C@1		
Billed	G:7988	11/4/2014 Dyer & Assoc	0.00			
Received telephone call from Angie Cribb concerning scheduling deposition.		Moore's Cars LL	0.00			

Total: 10/30/2014

Billable	0.40	110.00	110.00
Unbillable	0.00	0.00	
Total	0.40	110.00	

Transaction Date: 11/3/2014

50887	TIME	JGS	0.30	275.00	82.50	82.50
11/3/2014		Review Corres.	0.00	C@1		
Billed	G:8018	12/1/2014 Dyer & Assoc	0.00			
Reviewed email from Peggy Belbusti and correspondence confirming that Dunn Hollingsworth's request for protection has been granted; reviewed email from Peggy Belbusti with copy of correspondence to Judge Cooper concerning same; made telephone call to Angie Cribb to follow up on dates for deposing Dennis Moore; made telephone call to Richard Dyer (confirmed authority to depose Dennis Moore).		Moore's Cars LL	0.00			

Total: 11/3/2014

Billable	0.30	82.50	82.50
Unbillable	0.00	0.00	
Total	0.30	82.50	

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Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value	Billed SV
Posting Status	Description	Activity	DNB Time	Rate Info		Adjustment
		Client	Est. Time	Bill Status		Markup
		Reference	Variance			
<u>Transaction Date: 11/5/2014</u>						
50919	TIME	JGS	0.10	275.00	27.50	27.50
	11/5/2014	Review Corres.	0.00	C@1		
Billed	G:8018	12/1/2014 Dyer & Assoc	0.00			
	Reviewed emails from Charlie Blake concerning Moore's Cars LL scheduling depositions in Florence in December.		0.00			
50915	TIME	JGS	0.10	275.00	27.50	27.50
	11/5/2014	Prepared letter	0.00	C@1		
Billed	G:8018	12/1/2014 Dyer & Assoc	0.00			
	Prepared email to Charlie Blake concerning Moore's Cars LL scheduling Dennis Moore's deposition.		0.00			
<u>Total: 11/5/2014</u>						
	Billable		0.20		55.00	55.00
	Unbillable		0.00		0.00	
	Total		0.20		55.00	
<u>Transaction Date: 11/6/2014</u>						
50929	TIME	JGS	0.90	275.00	247.50	247.50
	11/6/2014	Review Corres.	0.00	C@1		
Billed	G:8018	12/1/2014 Dyer & Assoc	0.00			
	Reviewed email from Dunn Hollingsworth concerning availability for deposition of Dennis Moore on December 12, 2014 at 10:00 and responded to same; prepared correspondence to Judge Manning to request that case not be called before January 1, 2015; prepared correspondence to Charlie Blake with Notice of Deposition.		0.00			
<u>Total: 11/6/2014</u>						
	Billable		0.90		247.50	247.50
	Unbillable		0.00		0.00	
	Total		0.90		247.50	
<u>Transaction Date: 11/7/2014</u>						
50938	TIME	JGS	0.10	275.00	27.50	27.50
	11/7/2014	Review/Revise	0.00	C@1		
Billed	G:8018	12/1/2014 Dyer & Assoc	0.00			
	Reviewed and revised correspondence and Notice of Deposition.		0.00			

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
<b>Total: 11/7/2014</b>					
	Billable	0.10		27.50	27.50
	Unbillable	0.00		0.00	
	Total	0.10		27.50	
<b>Transaction Date: 12/11/2014</b>					
51178	JGS	2.10	275.00	577.50	577.50
12/11/2014	ReviewFile	0.00	C@1		
Billed	G:8045	1/3/2015	Dyer & Assoc		
Reviewed file; prepared for deposition of Dennis Moore.	Moore's Cars LL	0.00			
51180	JGS	1.30	275.00	357.50	357.50
12/11/2014	Preparation	0.00	C@1		
Billed	G:8045	1/3/2015	Dyer & Assoc		
Resumed preparation for Dennis Moore's deposition.	Moore's Cars LL	0.00			
<b>Total: 12/11/2014</b>					
	Billable	3.40		935.00	935.00
	Unbillable	0.00		0.00	
	Total	3.40		935.00	
<b>Transaction Date: 12/12/2014</b>					
51184	JGS	7.50	275.00	2062.50	2062.50
12/12/2014	ReviewFile	0.00	C@1		
Billed	G:8045	1/3/2015	Dyer & Assoc		
Resumed review of file and preparation for Dennis Moore's deposition; traveled to and from Florence, S.C.; conducted deposition of Dennis Moore at Finklea Law Firm; reviewed Estate records at Florence County Probate Court; made telephone call to Phillip Moore (not available; left message); made telephone call to Paul Moore (with wife in hospital); made telephone call to Charlie Blake (suggested that Moore's Cars file third-party claim against Estate and have Estate pay claim from \$600,000 in proceeds from sale of real estate to minimize Dennis Moore's contribution).	Moore's Cars LL	0.00			

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Slip ID	Dates and Time	Posting Status	Description	Timekeeper	Activity	Client	Reference	Units	DNB Time	Est. Time	Variance	Rate	Rate Info	Bill Status	Slip Value	Billed SV	Adjustment	Markup
51185	12/12/2014	EXP	160 miles @ .565 per mile (Florence, SC)	JGS	Travel	Dyer & Assoc	Moore's Cars LL	160				0.565			90.40	90.40		
<b>Total: 12/12/2014</b>					Billable			7.50							2152.90	2152.90		
					Unbillable			0.00							0.00			
					<b>Total</b>			<b>7.50</b>							<b>2152.90</b>			
<b>Transaction Date: 12/13/2014</b>																		
51285	12/13/2014	TIME	Reviewed and revised draft of Memorandum.	JGS	Review/Revise	Dyer & Assoc	Moore's Cars LL	0.10				275.00	C@1		27.50	27.50		
<b>Total: 12/13/2014</b>					Billable			0.10							27.50	27.50		
					Unbillable			0.00							0.00			
					<b>Total</b>			<b>0.10</b>							<b>27.50</b>			
<b>Transaction Date: 12/24/2014</b>																		
51237	12/24/2014	TIME	Reviewed deposition of Dennis Moore.	JGS	Review document	Dyer & Assoc	Moore's Cars LL	1.60				275.00	C@1		440.00	440.00		
<b>Total: 12/24/2014</b>					Billable			1.60							440.00	440.00		
					Unbillable			0.00							0.00			
					<b>Total</b>			<b>1.60</b>							<b>440.00</b>			
<b>Transaction Date: 12/29/2014</b>																		
51262	12/29/2014	TIME	Reviewed cases on application of surety bonds.	JGS	Review document	Dyer & Assoc	Moore's Cars LL	0.70				275.00	C@1		192.50	192.50		
<b>Total: 12/29/2014</b>					Billable			0.10							27.50	27.50		
					Unbillable			0.00							0.00			
					<b>Total</b>			<b>0.10</b>							<b>27.50</b>			
51254	12/29/2014	TIME	Reviewed Notice of Motion Scheduling from Chief Administrative Judge and calendared same.	JGS	Review document	Dyer & Assoc	Moore's Cars LL	0.10				275.00	C@1		27.50	27.50		

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
Total: 12/29/2014					
	Billable	0.80		220.00	220.00
	Unbillable	0.00		0.00	
	Total	0.80		220.00	
Transaction Date: 12/30/2014					
51269	TIME	JGS			
12/30/2014		Review File	4.30	275.00	1182.50
Billed	G:8045	1/3/2015 Dyer & Assoc	0.00	C@1	1182.50
Reviewed file; began preparation of memorandum in opposition to Merchant's Bonding Company's Motion For Summary Judgment.					
	Moore's Cars LL	0.00			
Total: 12/30/2014					
	Billable	4.30		1182.50	1182.50
	Unbillable	0.00		0.00	
	Total	4.30		1182.50	
Transaction Date: 12/31/2014					
51279	TIME	JGS			
12/31/2014		Review/Revise	0.50	275.00	137.50
Billed	G:8045	1/3/2015 Dyer & Assoc	0.00	C@1	137.50
Reviewed and revised draft of Memorandum.					
	Moore's Cars LL	0.00			
51286	EXP	JGS			
12/31/2014		Depo. Cost	1	419.35	419.35
Billed	G:8045	1/3/2015 Dyer & Assoc			419.35
\$419.35 paid to Verbatim, Inc. for transcript of deposition of Dennis Moore.					
	Moore's Cars LL				
Total: 12/31/2014					
	Billable	0.50		556.85	556.85
	Unbillable	0.00		0.00	
	Total	0.50		556.85	
Transaction Date: 1/2/2015					
51297	TIME	JGS			
1/2/2015		Review Corres.	0.50	275.00	137.50
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00	C@1	137.50
Reviewed copies of correspondence and Merchants Bonding Company's Memorandum of Law in Support of its Motion For Summary Judgment.					
	Moore's Cars LL	0.00			

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<b>Total: 1/2/2015</b>					
	Billable	0.50		137.50	137.50
	Unbillable	0.00		0.00	
	Total	0.50		137.50	
<b>Transaction Date: 1/4/2015</b>					
51299	TIME	JGS			
1/4/2015		Review File			
Billed	G:8072	2/2/2015 Dyer & Assoc	275.00 C@1	192.50	192.50
Reviewed file; prepared for hearing.					
	Moore's Cars LL	0.00			
<b>Total: 1/4/2015</b>					
	Billable	0.70		192.50	192.50
	Unbillable	0.00		0.00	
	Total	0.70		192.50	
<b>Transaction Date: 1/5/2015</b>					
51308	TIME	JGS			
1/5/2015		Review document			
Billed	G:8072	2/2/2015 Dyer & Assoc	275.00 C@1	357.50	357.50
Reviewed Notice of Case Scheduling from Chief Moore's Cars LL Administrative Judge; prepared email to Cynthia Saunders concerning same; began preparation of proposed Order.					
	Moore's Cars LL	0.00			
51300	TIME	JGS			
1/5/2015		Preparation			
Billed	G:8072	2/2/2015 Dyer & Assoc	275.00 C@1	797.50	797.50
Resumed preparation for hearing; traveled to and from Richland County Judicial Center; attended hearing.					
	Moore's Cars LL	0.00			
<b>Total: 1/5/2015</b>					
	Billable	4.20		1155.00	1155.00
	Unbillable	0.00		0.00	
	Total	4.20		1155.00	
<b>Transaction Date: 1/6/2015</b>					
51314	TIME	JGS			
1/6/2015		Preparation			
Billed	G:8072	2/2/2015 Dyer & Assoc	275.00 C@1	412.50	412.50
Resumed preparation of proposed Order.					
	Moore's Cars LL	0.00			

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<b>Total: 1/6/2015</b>					
	Billable	1.50		412.50	412.50
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>1.50</b>		<b>412.50</b>	
<b>Transaction Date: 1/7/2015</b>					
51315	TIME	JGS	2.00	275.00	550.00
1/7/2015		Preparation	0.00	C@1	550.00
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00		
Resumed preparation of proposed Order. Moore's Cars LL 0.00					
<b>Total: 1/7/2015</b>					
	Billable	2.00		550.00	550.00
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>2.00</b>		<b>550.00</b>	
<b>Transaction Date: 1/8/2015</b>					
51327	TIME	JGS	0.10	275.00	27.50
1/8/2015		Prepared letter	0.00	C@1	
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00		
Prepared email to Cynthia Saunders concerning Moore's Cars LL status of case. 0.00					
51331	TIME	JGS	0.50	275.00	137.50
1/8/2015		Review/Revise	0.00	C@1	137.50
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00		
Reviewed and revised Order. Moore's Cars LL 0.00					
<b>Total: 1/8/2015</b>					
	Billable	0.60		165.00	165.00
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>0.60</b>		<b>165.00</b>	
<b>Transaction Date: 1/14/2015</b>					
51388	TIME	JGS	0.30	275.00	82.50
1/14/2015		Review/Revise	0.00	C@1	82.50
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00		
Reviewed and revised proposed Order. Moore's Cars LL 0.00					
<b>Total: 1/14/2015</b>					
	Billable	0.30		82.50	82.50

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
	Unbillable	0.00		0.00	
	Total	0.30		82.50	

Transaction Date: 1/16/2015

51389	TIME	JGS	0.30	275.00	82.50	82.50
1/16/2015		Prepared letter	0.00	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00			
Prepared correspondence to Judge Benjamin Moore's Cars LL with proposed Order.						

Total: 1/16/2015

Billable	0.30	82.50	82.50
Unbillable	0.00	0.00	
Total	0.30	82.50	

Transaction Date: 1/19/2015

51390	TIME	JGS	0.10	275.00	27.50	27.50
1/19/2015		Review Corres.	0.00	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00			
Reviewed email from Imani Newborn to Patty Belbusti. Moore's Cars LL						

51391	TIME	JGS	0.20	275.00	55.00	55.00
1/19/2015		Review Corres.	0.00	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00			
Reviewed copies of correspondence and proposed Order from Dunn Hollingsworth to Judge Benjamin; forwarded to Cynthia Saunders. Moore's Cars LL						

Total: 1/19/2015

Billable	0.30	82.50	82.50
Unbillable	0.00	0.00	
Total	0.30	82.50	

Transaction Date: 1/21/2015

51392	TIME	JGS	0.20	275.00	55.00	55.00
1/21/2015		Review document	0.00	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00			
Reviewed hard copies of correspondence and proposed Order Granting Summary Judgment to Merchants Bonding Company from Dunn Hollingsworth to Judge Benjamin. Moore's Cars LL						

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<b>Total: 1/21/2015</b>					
	Billable	0.20		55.00	55.00
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>0.20</b>		<b>55.00</b>	
<b>Transaction Date: 1/22/2015</b>					
51393	TIME	JGS			
1/22/2015		ReviewFile	5.40	275.00	1485.00
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00	C@1	1485.00
Reviewed file; began preparation of pretrial brief. Moore's Cars LL					
			0.00		
<b>Total: 1/22/2015</b>					
	Billable	5.40		1485.00	1485.00
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>5.40</b>		<b>1485.00</b>	
<b>Transaction Date: 1/23/2015</b>					
51394	TIME	JGS			
1/23/2015		Preparation	3.30	275.00	907.50
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00	C@1	907.50
Prepared for meeting with witnesses; traveled to Moore's Cars LL and from dealership; met with Ray Pignitore, Ed Claus, and Cynthia Saunders; researched law on agency; returned telephone call to Paul Gunter concerning status of case (not available; left message on voice mail).					
			0.00		
51395	TIME	JGS			
1/23/2015		Preparation	2.00	275.00	550.00
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00	C@1	550.00
Resumed preparation for trial; prepared Supplemental Response To Moore's Request To Produce; prepared Pretrial Brief.					
			0.00		
51396	TIME	JGS			
1/23/2015		Review/Execute	0.10	275.00	27.50
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00	C@1	27.50
Reviewed and executed correspondence and Supplemental Response To Moore's Request To Produce.					
			0.00		
<b>Total: 1/23/2015</b>					
	Billable	5.40		1485.00	1485.00

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
	Unbillable	0.00		0.00	
	Total	5.40		1485.00	

Transaction Date: 1/26/2015

51397	TIME	JGS	1.70	275.00	467.50	467.50
1/26/2015		Review document	0.00	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00			
Reviewed final version of pre-trial brief; prepared for roster meeting; traveled to and from Richland County Judicial Center (attended roster meeting); reviewed and organized file.		Moore's Cars LL	0.00			

Total: 1/26/2015

Billable	1.70	467.50	467.50
Unbillable	0.00	0.00	
Total	1.70	467.50	

Transaction Date: 1/28/2015

51398	TIME	JGS	0.10	275.00	27.50	0.00
1/28/2015		Return call	0.10	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00	No Charge		
Returned telephone call to Charlie Blake (not available; left message on voice mail).		Moore's Cars LL	0.00			

Total: 1/28/2015

Billable	0.00	0.00	0.00
Unbillable	0.10	27.50	
Total	0.10	27.50	

Transaction Date: 1/29/2015

51508	TIME	JGS	1.10	275.00	302.50	302.50
1/29/2015		Review File	0.00	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00			
Reviewed file; prepared for trial.		Moore's Cars LL	0.00			

51401	TIME	JGS	0.30	275.00	82.50	82.50
1/29/2015		Phone fr client	0.00	C@1		
Billed	G:8072	2/2/2015 Dyer & Assoc	0.00			
Received telephone call from Charlie Blake (discussed attorney's fees; advised that I did not have a running tally available but suggested that since Moore's cannot win, to confess judgment and allow Judge Manning to determine attorney's fees on affidavits); reviewed copy of email from Dunn Hollingsworth to Eve Goodstein		Moore's Cars LL	0.00			

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
wit copy of his proposed Order Granting Summary Judgment To Merchants Bonding Company.					
51400	JGS	1.10	275.00	302.50	302.50
1/29/2015	ReviewCorres.	0.00	C@1		
Billed	G:8072 2/2/2015 Dyer & Assoc	0.00			
Reviewed copies of correspondence and pre-trial Moore's Cars LL brief from Dunn Hollingsworth to Judge Manning; reviewed and organized file; prepared correspondence to Judge Manning's Law Clerk with copies of my pre-trial brief and proposed Order (denying Merchants' motion for summary judgment).					
51399	JGS	0.20	275.00	55.00	55.00
1/29/2015	ReviewCorres.	0.00	C@1		
Billed	G:8072 2/2/2015 Dyer & Assoc	0.00			
Reviewed email from Dunn Hollingsworth to Judge Manning concerning summary judgment motion; returned telephone call to Eve Goodstein concerning availability for trial today; made telephone call to Cynthia Saunders (Ed Claus left home without his cell phone this morning).					
<hr/>					
Total: 1/29/2015		Billable	2.70	742.50	742.50
		Unbillable	0.00	0.00	
		Total	2.70	742.50	
<hr/>					
Transaction Date: 1/30/2015					
51510	JGS	0.50	275.00	137.50	137.50
1/30/2015	Prepare documen	0.00	C@1		
Billed	G:8072 2/2/2015 Dyer & Assoc	0.00			
Prepared notes for trial; prepared email to Cynthia Saunders concerning same.					
51511	JGS	3.40	275.00	935.00	935.00
1/30/2015	Preparation	0.00	C@1		
Billed	G:8072 2/2/2015 Dyer & Assoc	0.00			
Resumed preparation for trial; traveled to and from Richland County Judicial Center; marked exhibits; participated in trial.					

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
<b>Total: 1/30/2015</b>					
	Billable	3.90		1072.50	1072.50
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>3.90</b>		<b>1072.50</b>	
<b>Transaction Date: 2/7/2015</b>					
51568	TIME	JGS			
2/7/2015		ReviewFile	3.00	275.00	825.00
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00	C@1	825.00
Reviewed file; began preparation of proposed order.	Moore's Cars LL	0.00			
<b>Total: 2/7/2015</b>					
	Billable	3.00		825.00	825.00
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>3.00</b>		<b>825.00</b>	
<b>Transaction Date: 2/8/2015</b>					
51569	TIME	JGS			
2/8/2015		Preparation	3.40	275.00	935.00
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00	C@1	
Resumed preparation of proposed Order.	Moore's Cars LL	0.00			
<b>Total: 2/8/2015</b>					
	Billable	3.40		935.00	935.00
	Unbillable	0.00		0.00	
	<b>Total</b>	<b>3.40</b>		<b>935.00</b>	
<b>Transaction Date: 2/9/2015</b>					
51572	TIME	JGS			
2/9/2015		Review document	0.10	275.00	27.50
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00	C@1	
[No description]	Moore's Cars LL	0.00			
51575	TIME	JGS			
2/9/2015		Review/Revise	0.50	275.00	137.50
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00	C@1	
Reviewed and revised first draft of proposed Order For Judgment.	Moore's Cars LL	0.00			
<b>Total: 2/9/2015</b>					
	Billable	0.60		165.00	165.00

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill. Status	Slip Value	Billed SV Adjustment Markup
	Unbillable	0.00		0.00	
	Total	0.60		165.00	
<u>Transaction Date: 2/16/2015</u>					
51607	TIME	JGS	0.70	275.00	192.50
2/16/2015		Review/Revise	0.00	C@1	192.50
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00		
Reviewed and revised proposed Order.					
	Moore's Cars LL	0.00			
<hr/>					
Total: 2/16/2015					
	Billable	0.70		192.50	192.50
	Unbillable	0.00		0.00	
	Total	0.70		192.50	
<hr/>					
<u>Transaction Date: 2/17/2015</u>					
51613	TIME	JGS	0.50	275.00	137.50
2/17/2015		Review/Revise	0.00	C@1	137.50
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00		
Reviewed and revised latest draft of proposed Order.					
	Moore's Cars LL	0.00			
<hr/>					
Total: 2/17/2015					
	Billable	0.50		137.50	137.50
	Unbillable	0.00		0.00	
	Total	0.50		137.50	
<hr/>					
<u>Transaction Date: 2/18/2015</u>					
51624	TIME	JGS	0.90	275.00	247.50
2/18/2015		ReviewCorres.	0.00	C@1	247.50
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00		
Reviewed email from Cynthia Saunders concerning feedback on proposed Order; reviewed and revised same.					
	Moore's Cars LL	0.00			
<hr/>					
Total: 2/18/2015					
	Billable	0.90		247.50	247.50
	Unbillable	0.00		0.00	
	Total	0.90		247.50	
<hr/>					
<u>Transaction Date: 2/23/2015</u>					
51669	TIME	JGS	0.40	275.00	110.00
2/23/2015		Review document	0.00	C@1	110.00
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00		
Reviewed final draft of proposed Order For					
	Moore's Cars LL	0.00			

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value	Billed SV Adjustment Markup
Judgment					
<hr/>					
Total: 2/23/2015					
	Billable	0.40		110.00	110.00
	Unbillable	0.00		0.00	
	Total	0.40		110.00	
<hr/>					
Transaction Date: 2/24/2015					
51675	TIME	JGS	0.50	275.00	137.50
2/24/2015		ReviewCorres.	0.00	C@1	
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00		
Reviewed correspondence from Peggy Belbusti Moore's Cars LL to Judge Manning with correspondence from Dunn Hollingsworth and his proposed Order; reviewed copy of email from Judge Manning's clerk to Peggy Belbusti; prepared email to assistant to request that she submit my proposed Order For Judgment in my absence; reviewed copy of email from Peggy Belbusti to Judge Manning's clerk.					
<hr/>					
Total: 2/24/2015					
	Billable	0.50		137.50	137.50
	Unbillable	0.00		0.00	
	Total	0.50		137.50	
<hr/>					
Transaction Date: 2/25/2015					
51681	TIME	JGS	0.20	275.00	55.00
2/25/2015		ReviewCorres.	0.00	C@1	
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00		
Reviewed copies of correspondence and proposed Order from Charlie Blake to Judge Manning.					
<hr/>					
51687	TIME	JGS	0.10	275.00	27.50
2/25/2015		Prepared letter	0.00	C@1	
Billed	G:8099	2/27/2015 Dyer & Assoc	0.00		
Prepared email to Cynthia Saunders concerning Moore's Cars LL status of case with copies of correspondence and proposed order submitted by Merchants Bonding Company.					
<hr/>					
Total: 2/25/2015					
	Billable	0.30		82.50	82.50

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Slip ID	Timekeeper	Units	Rate	Slip Value	Billed SV
Dates and Time	Activity	DNB Time	Rate Info		Adjustment
Posting Status	Client	Est. Time	Bill Status		Markup
Description	Reference	Variance			
	Unbillable	0.00		0.00	
	Total	0.30		82.50	

Transaction Date: 5/18/2015

52358	TIME	JGS	0.20	275.00	55.00	55.00
5/18/2015		Review document	0.00	C@1		
Billed	G:8173	6/2/2015 Dyer & Assoc	0.00			
Reviewed Notice of Case Scheduling from Chief Moore's Cars LL			0.00			
Administrative Judge; reviewed file; prepared email to Judge Manning's clerk concerning status of case.						

52364	TIME	JGS	0.10	275.00	27.50	27.50
5/18/2015		Review Corres.	0.00	C@1		
Billed	G:8173	6/2/2015 Dyer & Assoc	0.00			
Reviewed email from Dunn Hollingsworth to Judge Manning's clerk concerning status of case.		Moore's Cars LL	0.00			

Total: 5/18/2015

Billable	0.30	82.50	82.50
Unbillable	0.00	0.00	
Total	0.30	82.50	

Transaction Date: 6/30/2015

52763	TIME	JGS	0.90	275.00	247.50	247.50
6/30/2015		Review Corres.	0.00	C@1		
Billed	G:8201	7/7/2015 Dyer & Assoc	0.00			
Reviewed email from Peggy Belbusti to Judge Manning with copies of correspondence and proposed Order Granting Judgment to Merchants Bonding Company from Dunn D. Hollingsworth.		Moore's Cars LL	0.00			

Total: 6/30/2015

Billable	0.90	247.50	247.50
Unbillable	0.00	0.00	
Total	0.90	247.50	

Grand Total

Billable	111.10	31096.15	31096.15
Unbillable	0.20	55.00	
Total	111.30	31151.15	

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Dick Dyer & Associates, Inc.,

Plaintiff,

vs.

Moore's Cars, LLC and  
Merchants Bonding Company,

Defendants.

) IN THE COURT OF COMMON PLEAS

) FIFTH JUDICIAL CIRCUIT

) C/A # 2014-CP-40-3041

)  
) MEMORANDUM IN SUPPORT OF  
) MOTION TO RECONSIDER  
) AND REPLY TO MOTION FOR  
) FOR ATTORNEY'S FEES

HEARING DATE:

January 30, 2015

JUDGE:

Honorable Casey L. Manning

ATTORNEY FOR PLAINTIFF:

J. Gregory Studemeyer, Esq.

ATTORNEY FOR DEFENDANT:

Charlie J. Blake, Jr., Esq.

ATTORNEY FOR DEFENDANT:

Dunn Hollingsworth, Esq.

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Defendant, Moore's Cars, LLC, will move before the Honorable Casey L. Manning, on the tenth day of service or at such other time as may be set, pursuant to Rule 59(e), S.C.R.C.P., requesting the Court alter, amend, and reconsider a portion of the Order dated July 2, 2015, and filed with the Richland County Clerk of Court's office on July 7, 2015, which granted judgment to the Plaintiff on all claims against the Defendant Moore's, in the amount of \$13,288.05. The grounds for this motion are as follows:

**DEALERS ACT**

1. The Court awarded judgment against Moore's for double the amount of damages pursuant to alleged violation of the Dealers Act. Specifically, the ruling provides that Moore's conduct was arbitrary as envisioned in South Carolina Code Sections 56-15-30 and 56-15-40.

Dick Dyer's allegation against Moore's was that Moore's Cars violated an Export Prohibition Agreement by allowing a vehicle to be sold out of the country. This simple breach of contract has been escalated into "an unfair or deceptive practice" which was "arbitrary, in bad faith, or unconscionable" in violation of South Carolina Code Sections 56-15-30 and 56-15-40 (1976). The Plaintiff did not present any evidence that the vehicle was sold in a deceptive manner and the sole witness by the Plaintiff other than Mr. Moore indicated that she could not testify to Mr. Moore's intent.

South Carolina Code Sections 56-15-30 and 56-15-40 are specific in what behavior violates the Dealers Act as "unfair and deceptive" conduct. These specific acts include false advertising and improperly ordering vehicle parts. These acts are deceptive on their face. The act of Moore's selling a vehicle in the United States to a party that then sells it out of the country does not fall within the behavior enumerated by the law.

2. The vehicle was not purchased by an authorized representative of Moore's Cars. Thomas Moore did not have authority to bind Moore's Cars LLC. Thomas Moore paid with his personal check. Dennis Moore is the sole owner of Moore's Cars.

#### **ATTORNEY'S FEES**

The Plaintiff is seeking attorney's fees pursuant to a provision in the S.C. Code Ann. Section 56-15-110(1) of the Dealers Act. As previously stated, this simple breach case is not within the protections of the Dealers Act. The request for attorney's fees should be denied.

If the Court determines that attorney's fees are appropriate the amount must be reasonable. The specific amount of attorney's fees awarded pursuant to a statute authorizing reasonable attorney's fees is left to the discretion of the trial judge and will

not be disturbed absent an abuse of discretion. South Carolina Dept. of Transp. v. Revels, 411 S.C. 1, 766 S.E.2d 700(2014). The Plaintiff contends that \$30,000 was charged to recover \$6,700 from the Defendant. Per review of the bills submitted, one deposition was taken by the Plaintiff and the hearing took a few hours. Furthermore, the billing indicates excessive charges. Please note the following charges:

- 6/12/12 Reviewed sales documents-0.2
- 7/16/12 Email and Review file-0.6
- 8/01/12 Review file and email-0.3
- 9/24/12 Review file and LLC filing-0.60
- 10/23/12 Review file and letter to Moore's Car's (**letter is attached**)-0.60
  
- 5/13/14 Reviewed S.C.R.C.P.; Review file; Secretary of State Website; Resolve service-0.90
- 5/19/14 Reviewed return receipt; Rule 4; Review file-0.40
- 6/25/14 Florence County Probate Record online; Made call to determine when estate was opened-1.7

These charges are repetitive and not reasonable. Florence County Probate does not have an online record system, so that expense further demonstrates excessive billing.

Please note the multiple bills for continuance requests for his client:

- 8/28/14 Reviewed file; Advise court of conflict-0.40
- 9/09/14 Client had conflict; Advised court-0.80
- 10/24/14 Research and request continuance-3.90
- 11/06/14 Review email; letter to Judge manning in regard to case scheduleing-0.90

Finally, the time allocated to general items also requires additional review. The preparation of the final order is an example. Please note these time entries:

- 2/07/15 Review and Revise draft of order-3.0
- 2/08/15 Review and Revise draft of order-3.4
- 2/09/15 Review and Revise draft of order-0.5
- 2/16/15 Review and Revise draft of order 0.70

Also the Court has certain guidance in reviewing attorney's fees. When awarding attorney's fees, the trial court must consider the following six factors: (1) the

nature, extent, and difficulty of the legal services rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar services; and (6) the beneficial results obtained. *Williamson v. Middleton*, 374 S.C. 419, 640 S.E.2d 57 (Ct. App. 2007).

This matter is not complex and simply revolves around a violation of an Export Prohibition Agreement. The matter only required one deposition and two witnesses at trial. As previously presented, the Plaintiff has exceeded the time necessarily devoted to the case. The litany of bills and costs charged to the Defendants is excessive for this type of legal service.

#### CONCLUSION

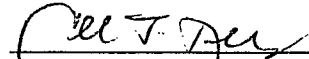
The Plaintiff did not prove a Dealers Act violation. Clearly, the Plaintiff presented an argument that the Defendant potentially violated a generic export prohibition agreement. This general violation is not detailed in the Dealers Act and the Plaintiff did not present evidence of how this violation fits within the Act. Furthermore, the Dealers Act should not be used to allow for attorney's fees where the Plaintiff did not prove the violation.

In the event the Court allows for attorney's fees, the amount should be reasonable. We have demonstrated that the bill is excessive and unfair to the Moore's Cars.

*(signature page to follow)*

February 11, 2016

Florence, South Carolina



---

**CHARLIE J. BLAKE, JR.**

Attorney for the Defendant

Moore's Cars, LLC

**Finklea Law Firm**

814 West Evans Street

Post Office Box 1317

Florence, SC 29503

Phone: (843) 317-4900

Fax: (843) 665-0999

E-mail: [cblake@finklealaw.com](mailto:cblake@finklealaw.com)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

DICK DYER & ASSOCIATES, INC.,

Plaintiff,

vs.

MOORE'S CARS, LLC,

Defendant.

) IN THE COURT OF COMMON PLEAS

) Civil Action No.: 2014-CP-40-03041

) **PLAINTIFF'S MOTION TO ALTER OR**  
) **AMEND AND MEMORANDUM IN**  
) **SUPPORT**

**JENNIFER W. HOBRIDGE**  
**C.C.P. & G.S.**  
**OCT 10 AM 11:47**  
**RICHLAND COUNTY**  
**FILED**

**TO: CHARLIE J. BLAKE, JR., ATTORNEY FOR DEFENDANT:**

**YOU WILL PLEASE TAKE NOTICE** that the Plaintiff, through its undersigned attorney, will move before the Honorable L. Casey Manning, on the tenth day after service hereof, or at such other time and place as is convenient to the Court and counsel, for an Order pursuant to Rule 59(e) to alter or amend the Order Denying Motion To Reconsider And Granting Motion For Attorney's Fees and Costs dated September 28, 2016. Written notice of entry of judgment was received on October 3, 2016. The basis for this motion is set forth below.

**BACKGROUND**

This Court previously held that Moore's Cars violated the Dealers Act, S.C. Code Ann. § 56-15-10, et. seq., when it breached an Export Prohibition Disclosure and Indemnity Agreement it had entered into with Dick Dyer. This Court subsequently found that Dick Dyer was entitled to judgment against Moore's Cars for double the amount of the actual damages it sustained, as well as the cost of suit, including a reasonable attorney's fee, under S.C. Code Ann. § 56-15-110(1). In accordance with the Court's Order For Judgment dated July 2, 2015, the undersigned counsel for Dick Dyer submitted an attorney's fee affidavit in which he detailed attorney's fees

billed in the amount of \$30,882.50 and \$843.65 in costs and expenses.

On September 28, 2016, this Court issued an Order Denying the Defendant's Motion To Reconsider and Granting Motion for Attorney's Fees and Costs. The Order found that the 112.30 hours expended by counsel for Dick Dyer prosecuting this matter was necessary and that the rate of \$275 per hour was reasonable and customary. Nevertheless, this Court concluded that the sum of \$8,000.00 in attorney's fees, including costs, was a proper award under the circumstances.

### LAW

"The specific amount of attorneys' fees awarded pursuant to a statute authorizing reasonable attorneys' fees is left to the discretion of the trial judge and will not be disturbed absent an abuse of discretion." Kiriakides v. Sch. Dist. of Greenville Cnty., 382 S.C. 8, 20, 675 S.E.2d 439, 445 (2009). "An abuse of discretion occurs when the conclusions of the trial court are either controlled by an error of law or are based on unsupported factual conclusions." Id.

### ARGUMENT

- I. AN AWARD OF "REASONABLE" ATTORNEY'S FEES PURSUANT TO A FEE-SHIFTING STATUTE THAT DOES NOT ITSELF ADDRESS HOW THE COURT SHOULD CALCULATE THE APPROPRIATE FEE MUST BE DETERMINED BY THE LODESTAR CALCULATION AS DISCUSSED IN LAYMAN V. STATE

The Dealers Act mandates that a prevailing party is entitled to "a reasonable attorney's fee." S.C. Code Ann. § 56-15-110(1). Our state Supreme Court has previously determined that a lodestar analysis is the proper method for determining an award of attorney's fees pursuant to a fee-shifting statute, particularly where the issue of the amount awarded hinges solely on the Court's interpretation of what constitutes a "reasonable" attorney's fee. See Layman v. State, 376 S.C. 434, 658 S.E.2d 320 (2008). The lodestar analysis dictates that a reasonable attorney's fee should be "calculated by multiplying a reasonable hourly rate by the reasonable time expended." Id., 376 S.C. at 457, 658 S.E.2d at 332.

There remains a strong state and federal presumption that the lodestar approach is the most accurate determination of a “reasonable” attorney’s fee in light of the intended purpose of the usual fee-shifting statute. Layman v. State, 376 S.C. 434, 658 S.E.2d 320 (2008) citing Pennsylvania v. Del. Valley Citizens’ Council, 478 U.S. 546, 106 S.Ct. 3088 (1986). The “lodestar figure is designed to reflect the reasonable time and effort involved in litigating a case,” and as stated previously, “is calculated by multiplying a reasonable hourly rate by the reasonable time expended.” Layman, 376 S.C. at 457, 658 S.E.2d at 332; See also Dennis v. Columbia Colleton Med. Ctr., Inc., 290 F.3d 639, 652 (4<sup>th</sup> Cir. 2002). *Exceptional* circumstances allow a court to “consider other factors justifying an enhancement of the lodestar figure,” or a reduction, before arriving at a final amount.” Layman, 376 S.C. at 457, 658 S.E.2d at 332, citing Edmonds v. United States, 658 F. Supp. 1126 (D.S.C. 1987). In Layman, the Court reduced the lodestar figure by just three percent to account for “some hours that may not be compensable.” 376 S.C. at 460, 658 S.E.2d at 334.

To determine the reasonable time expended and a reasonable hourly rate for purposes of calculating an award of reasonable attorney’s fees, “South Carolina courts have historically relied on six common law factors of reasonableness: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the beneficial results obtained; and (6) the customary legal fees for similar services.” Layman vs. State, 376 S.C. 434, 658 S.E.2d 320 (2008) citing Jackson vs. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997).

This Court made several findings of fact in this regard. Specifically, it found that the case was difficult, that counsel for Dick Dyer necessarily devoted 112.30 hours to prosecute the matter, that he enjoyed excellent professional standing, that his fees were billed on an hourly

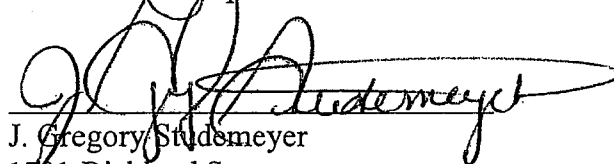
basis, that beneficial results were obtained, and that counsel's rate of \$275 per hour was reasonable and customary. Nevertheless, this Court concluded that \$8,000.00 in attorneys fees, including costs, was a proper award under the circumstances.

This Court did not find an exceptional circumstance that justified its award of attorney's fees in an amount constituting a mere fraction of the fees actually incurred by Dick Dyer, which represented the reasonable hourly rate multiplied by the hours necessarily expended prosecuting the matter. Under the lodestar analysis, and without the necessity to account for exceptional circumstances, the Plaintiff is entitled to an award of \$30,882.50 in attorney's fees.

#### CONCLUSION

For the reasons set forth above, this Court should grant the Plaintiff's Motion to Alter or Amend and award \$30,882.50 in attorney's fees and costs of \$843.65.

Respectfully submitted,  
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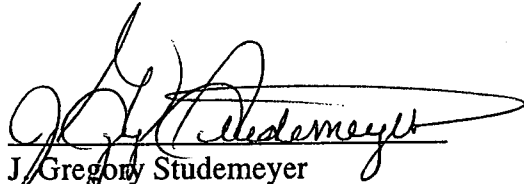


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The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



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