

In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Case No. 2008-CP-23-3665

Appellate Case No. 2018-000219

RECEIVED

MAR 19 2018

SC Court of Appeals

William F. Tomz and Francis W. Tomz, Individually and as Class Representatives,
Respondents,

v.

Capital Investment Funding, LLC, and Arthur M. Field, Defendants,
Of which Capital Investment Funding, LLC, is a Respondent,
And of whom Arthur M. Field is the Appellant.

**APPELLANT'S RETURN AND MEMORANDUM
TO RESPONDENTS' MOTION TO DISMISS**

On January 22, 2018, Appellant Arthur M. Field, acting *pro se*¹, filed with the Greenville County Clerk of Court a Notice of Intent to Appeal and Notice of Appeal in the Court of Appeals. This appeal was of a lower court Order dated December 21, 2017, and two prior and related orders, dated December 1, 2017 and dated October 25, 2017. Respondents' counsel, in their Motion to Dismiss, contend that they were not properly served when Appellant made his

¹ The undersigned Bradford N. Martin represents Appellant Arthur M. Field in Appellate Case No. 2013-002676, an appeal from orders of the lower court in this same Civil Action No. 2008-CP-23-3665. The Court of Appeals issued an Order dated March 5, 2018 dismissing Appellate Case No. 2013-002676. (See Ex. A). The undersigned Micajah P. Caskey, IV has represented Arthur M. Field before the lower court in related matters under the same Civil Action No. 2008-CP-23-3665, including hearings that resulted in the lower court issuing Orders dated December 21, 2017, December 1, 2017, and October 25, 2017. Appellant, acting *pro se*, filed the instant appeal (Appellate Case No. 2018-000219) to appeal the December 21, 2017 Order and the two prior and related Orders. Respondents' Motion to Dismiss contends that undersigned counsel have not made an appearance in the Court of Appeals. However, by letters dated February 23, 2018, attorneys Martin and Caskey acknowledged to the Deputy Clerk of the Court of Appeals, pursuant to Appellate Court Rule 264, their status as counsel of record for Appellant in Appellate Case No. 2018-000219. (See Exs. B and C). Respondents' Motion to Dismiss also contends that Appellate Court Rule 267 has not been complied with, however, the Notices prepared by Appellant *pro se* and filed and served by him appear to contain information that complies with Rule 267.

filing in the Court of Appeals. However, as detailed in footnote 2, it appears that Appellant's *pro se* serving and filing of the Notice of Appeal/Notice of Intent to Appeal properly complied with Appellate Court Rule 203.²

The appeal in related Appellate Case No. 2013-002676 (see footnote 1) had been held in abeyance by the Court of Appeals pending attempts to finalize a global settlement agreement ("GSA"), which would end Appellate Case No. 2013-002676 and several other pending cases.³ Several filings were submitted to the Court of Appeals on whether the pending 2013 appeal could be dismissed. In a Motion to Lift the Order of Abeyance filed in the 2013 appeal, Appellant contended that "the lower court has purported to 'approve' the GSA while simultaneously continuing to schedule a hearing to sanction and assess penalties (attorney's fees) against Appellant, in violation of the terms of the GSA...." The Appellant filed this 2018 appeal based on this same concern.

The Court of Appeals issued its Order dated March 5, 2018 dismissing Appellate Case No. 2013-002676, finding that the lower court's Order dated December 5, 2017 approved the GSA and that:

The terms of the global settlement agreement 'settles all matters, claims[,] and litigation recited therein between and among the parties to the agreement,' and 'also resolves matters pending in this case,' and 'settles with prejudice all claims of every kind and nature which were raised or could have been raised. . .' (emphasis added)

² Appellant's *pro se* Notice of Appeal and Certificate of Service filed with the Court of Appeals (Ex. D) recite that service was made on Capital Investment Funding by service on its counsel, Rodney Pillsbury and George Brandt, III; William and Frances Tomz, Individually and as Class Representatives by service on their counsel, Stanley Case and Gene Connell, Jr.; and upon non-parties Allyson Field, T. Bart Kelley, T. Brad Kelley, Kathryn Taillon, and Kirsten White. Appellant's *pro se* filing with the Court of Appeals also states that within ten (10) days of service of Notice of Intent to Appeal, Appellant filed his Notice of Appeal in the Court of Appeals, which is the timing required by Appellate Court Rule 203(D)(1)(B). Appellant had already filed the Notice of Appeal and Notice of Intent to Appeal with the Greenville County Clerk of Court on January 22, 2018 (Ex. E).

³ The GSA, (Ex. F) by its explicit terms, requires that Civil Action No. 2008-CP-23-3665 and another pending suit in Greenville County (2015-CP-23-01263) be dismissed, as well as three other lawsuits, two of which involve Appellant as a defendant, both of which have already been dismissed. See Ex. G dismissing Harold Brooks v. Arthur Field, C.A. No. 6:14-cv-02267-BHH-JDA (D.S.C. Greenville Div.) and Ex. H dismissing Capital Investment Funding, LLC v. Calvary Asset Management, LLC, *et al.*, C.A. No.: BER-L-3790-12 (Superior Court of New Jersey - Bergen County).

Under the negotiated terms of the GSA, Respondent received additional assets, and Appellant received the assurance of a dismissal of all pending claims, including any opportunity that the lower court would have to order any punitive action against him. Paragraph 10. of the GSA makes this clear:

10. In the event a court issues an order that denies Arthur Field's request for the modification to his restitution set forth in Paragraph 8 or issues an order that denies Arthur Field's Motion seeking dismissal of the pending matters described in Paragraph 9, and/or otherwise imposes sanctions or penalties upon Arthur Field above and beyond fulfilling his obligations of this Agreement as set forth herein, then immediately upon the issuance of such order, this Agreement shall become immediately null and void, and all documents and monies previously delivered to be held in trust shall be returned to the parties as provided herein. Until such time of such occurrence, all parties to this Agreement are bound hereunder and may not modify any terms or conditions hereunder, and may not withdraw or terminate his or her or its participation hereunder.
(emphasis added).

Despite this provision in the GSA, the lower court found in its Order dated December 1, 2017 (Ex. I) that:

...this Court did not address Plaintiff's specific requests contained in the Motion seeking sanctions and attorney fees as a result of the Defendant Field's unreasonable delays and failure to timely schedule the restitution hearing as required under the GSA. This Court shall not rule on this request at this time. but rather will continue this matter until a hearing to be held by this Court on December 7, 2017, at which time this Court shall allow the parties to present information, testimony and evidence thereof.

Following a subsequent hearing held December 7, 2017, the lower court stated in its December 21, 2017 Order (Ex. J):

At the November 27, 2017 hearing, the Court ordered Mr. Field's counsel to obtain the records from the insurance company regarding the damages claim filed this spring to verify the statements Mr. Field gave under oath about that claim and the handling of insurance matters. Both counsel for CIF and counsel for Mr. Field reported that the insurance carrier (State Farm) had not produced the requested information.

The Court has directed both parties, as named insureds under the policy, to obtain that information from State Farm as soon as possible. Once obtained, the parties are to provide the Court with unredacted complete copies. The Court will reconvene a hearing at that time, if necessary.

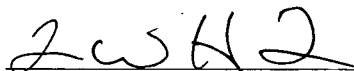
The lower court again attempted on January 8, 2018 to hold another hearing on these issues, related to potentially sanctioning Appellant (Ex. K). Merger, res judicata and estoppel apply to these matters, which were already in existence when the lower court signed its December 1, 2017 Order approving the GSA, which the March 5, 2018 dismissal by the Court of Appeals in the pending 2013 appeal makes clear.

Critical to the attempted settlement to the Appellant were the assurances that the Judge, who was the subject of a Motion to Recuse in the 2013 appeal, would not sanction him. Unfortunately, this fundamental term of the GSA, has not been realized by Appellant due to the lower court holding the matter open to consider sanctions. The Order of the lower court dated October 25, 2017 (Ex. L) makes clear that the State Farm insurance issues and the request for a restitution hearing to The Honorable Cordell Maddox were matters in existence at the time the December 1, 2017 Order approving the GSA, as required by Rule 23(c), was signed. Respondents have received the insurance proceeds they sought (Ex. M) and the hearing before Judge Maddox has occurred. Appellant seeks only the enforcement of the bargained-for terms of the GSA. The purpose of this Appeal is to obtain complete implementation of the terms of the GSA, conferring upon Appellant the full relief he is entitled to receive under the terms of the GSA.

Alternative Request for Relief

Appellant hereby requests: that the Court of Appeals (1) remand this matter to the lower court with instructions that Civil Action No. 2013-CP-23-3665 and Civil Action No. 2015-CP-23-01263 be dismissed with prejudice, with no further sanctions, penalties, or attorney's fees against Appellant, or, in the alternative, (2) dismiss the Respondent's Motion to Dismiss and allow this appeal to continue.

Respectfully submitted this 14th day of March 2018.



Bradford N. Martin, Esq. (SC Bar No. 3658)

Laura W. H. Teer, Esq. (SC Bar No. 16698)

BRADFORD NEAL MARTIN & ASSOCIATES, P.A.

Post Office Box 10410

Greenville, South Carolina 29603

864.552.9990

864.552.9992 (facsimile)

Micajah P. Caskey, IV, Esq. (SC Bar No. 100350)

Caskey Law Firm, P.A.

146 State Street

West Columbia, SC 29169

803.724.3624

ATTORNEYS FOR APPELLANT

The South Carolina Court of Appeals

William F. Tomz and Francis W. Tomz, Individually and as Class
Representatives, Respondents,

v.

Capital Investment Funding, LLC, and Arthur M. Field,
Defendants,

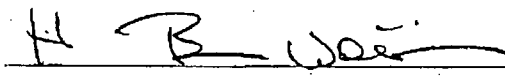
Of Whom Arthur M. Field is the Appellant,

And Capital Investment Funding, LLC, is a Respondent.

Appellate Case No. 2013-002676

ORDER

The Court held this case in abeyance to allow the parties time to pursue approval of the global settlement agreement. Our records reflect the circuit court approved the global settlement agreement on December 1, 2017. The terms of the global settlement agreement "settles all matters, claims[,] and litigation recited therein between and among *the parties* to the agreement, "and "also resolves matters pending in this case," including the April 1, 2013, August 19, 2013, and October 1, 2013 orders and rules to show cause; any subsequent rulings; and the pending appeal before this Court (Appellate Case No. 2013-002676). Accordingly, because the approved global settlement agreement and addendum "settles with prejudice all claims of every kind and nature which were raised or could have been raised," without objection, this appeal is dismissed. The remittitur will be sent pursuant to Rule 221(b) of the South Carolina Appellate Court Rules.

 J.
FOR THE COURT

Columbia, South Carolina

cc: Bradford Neal Martin, Esquire
Laura Wilcox Howle Teer, Esquire
Evan Brook Bristow, Esquire
George Brandt, III, Esquire
Stanley T. Case, Esquire
The Honorable Edward W. Miller

FILED

March 5, 2018

BRADFORD NEAL MARTIN & ASSOCIATES, PA

ATTORNEYS AT LAW

201 West McBee Avenue, Suite 302
Post Office Box 10410 (29603)
Greenville, South Carolina 29601

bmartin@bnamlaw.com
Phone: (864) 552-9990
FAX: (864) 552-9992

February 23, 2018

The Honorable V. Claire Allen
Deputy Clerk
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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FEB 26 2018

SC Court of Appeals

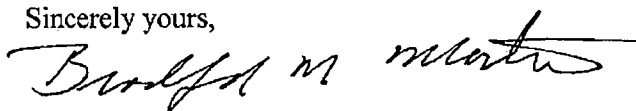
Re: *William F. Tomz v. Capital Funding, et al*
C/A No. 2008-CP-23-3665
Appellate Case No. 2018-000219

Dear Ms. Allen:

This is in response to your letter dated February 15, 2018. This confirms that pursuant to Appellate Court Rule 264, I, along with Micajah P. Caskey, Esq., remain a counsel of record on this appeal.

Enclosed is a copy of the letter Arthur M. Field sent to the Office of Court Administration with the letters to the Court Reporters requesting the transcripts. Mr. Field filed the Notice of Appeal *pro se*.

Sincerely yours,



Bradford N. Martin

BNM/pm
Enclosures

cc: George Brandt, Esq.
Stan Case, Esq.
Rodney F. Pillsbury, Esq.
Gene Connell, Esq.
Micah Caskey, Esq.



Caskey Law Firm, P.A.

146 State Street
West Columbia, SC 29169
Tel: (803) 724-3624 | Fax: (803) 626-1476
info@caskeylawfirm.com

February 23, 2018

The Honorable V. Claire Allen
Deputy Clerk
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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FEB 26 2018

SC Court of Appeals

Re: *William F. Tomz v. Capital Funding, et al*
C/A No. 2008-CP-23-3665
Appellate Case No. 2018-000219

Dear Ms. Allen:

This is in response to your letter dated February 15, 2018.

This confirms that pursuant to Appellate Court Rule 264, I remain a counsel of record on this Appeal, along with Bradford N. Martin, Esq.

This is also to notify the court that the transcript from the November 27, 2017 hearing was received today, February 23, 2018; however, the complete transcript of the September 5, 2017 hearing and the transcript of the December 7, 2017, have not yet been received. The Court will be notified once the transcripts are received.

Sincerely;

Micajah P. Caskey, IV
S.C. Bar No. 100350

cc: George Brandt, Esq.
Stan Case, Esq.
Rodney F. Pillsbury, Esq.
Gene Connell, Esq.
Bradford N. Martin, Esq.

85795

NOTICE OF APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Edward Miller, Circuit Judge

William F. Tomz and Frances Tomz, Individually and as Class Representative

Respondent

v.

Capital Investment Funding, LLC *Respondent*

And

Arthur M. Field, Appellant

FILED CLERK OF COURT
PAUL B. WICKENS
GREENVILLE, SC
2018 JAN 22 PM 2:04

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JAN 31 2018

SC Court of Appeals

NOTICE OF APPEAL

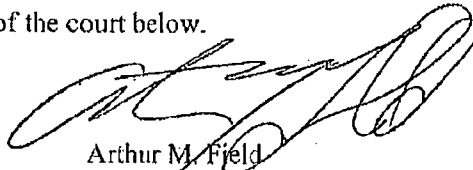
Arthur Field appeals from Order of the Hon. Edward Miller dated December 21, 2017 and such Orders as may have preceded such December 21, 2017 Order but were embodied therein, each referring to a 'further hearing to be had'; and the repeated oral denials of Motions to Recuse. Appellant received written notice of the Order on December 22, 2017. It is unclear whether such Order(s) annexed constitute(s) a Final Judgment, but to the extent it does, such Order is appealed from or such right to appeal is preserved to such time as Order is determined to be Final if this Court determines such Order(s) is/are interlocutory. The Order(s) to be appealed from are annexed and constitute a chain of Orders each declaring a following hearing and further 'Order' will issue, thereby calling into question the 'finality' of any prior Order as to Field

and/or others involved therein⁴. However, it is possible the Order of 12/21/17 constitutes a 'Final Order' and Notice of Appeal thereof is timely given:

- d) October 25, 2017
- e) December 1, 2017
- f) December 21, 2017 (received 12/22/17)

A pending appeal exists and Plaintiffs'/CIF/'s counsel stated to the Court of Appeals that the December 21, 2017 Order was final. Field's counsel did not agree in that the GSA prohibits any sanctions whatsoever against Field or other party and CIF/Plaintiffs continue to seek sanctions and attorneys' fees and the court permits them to do so. The court also repeatedly orally denies Field's Motion to Recuse without explanation or written order. Such Motion is preserved and this shall not constitute a waiver of any such right, objection or count as a consent to the personal or subject matter jurisdiction of the court below.

January 21, 2018



Arthur M. Field

c/o 5489 Atlantic Vw., St. Augustine, FL 32080 864-419-6609

C/O P.O. Box 26092 Greenville SC

A. Others parties and their counsel:

29616

- a. Capital Investment Funding, LLC c/o Receiver J.Saad, by
 - i. Rodney Pillsbury, 25 Mills Ave, Greenville, SC 29605
864-241-9828
 - ii. George Brandt, 360 E. Henry St., Spartanburg, SC 29302
864-501-2687

b. William and Frances Tomz, Individually and as Class Representatives

⁴ Such 'Orders' intermittently refer to Field, individually, but also, intermittently within the same context, refer to Arthur Field, Allyson Field and/or Kathryn Taillon as a 'group' or 'unit' or a single party. The Orders are also challenged as vague, overreaching, and an abuse of discretion, beyond this court's jurisdiction and/or barred by pending appeal and/or undecided motion(s) to recuse. No such rights, objections or defenses are waived. Field and others have reserved all objections to personal or subject matter jurisdiction and no such objection is waived by the filing of this Notice.

- i. Stanley Case, P.O. Box 451, Spartanburg, SC 29304
864-582-5630
- ii. Gene Connell, Jr., P.O.D. 14547, Surfside Beach, SC 29587
843-238-5648
- c. Allyson Field, T. Bart Kelley, T. Brad Kelley—each a non-party
 - i. Bruce Bannister, P.O. Box 10007, Greenville, SC 29603
864-298-0084
- d. Kathryn Taillon—a non-party
 - i. Thomas Stephenson, 207 Whitsett St., Greenville, SC 29607
864-370-9400
- e. Arthur Field
 - i. Micajah Caskey, as to certain matters, 146 State St., W. Columbia, SC
29169 803-724-3624
 - ii. Bradford Martin, as to pending appeal, P.O. Box 10410, Greenville,
SC 29603 864-552-9990
- f. Kirsten White—a non-party 121 Emerywood Lane, Greenville, SC 29607
864-420-7775

Notice of Appeal Served Upon All Parties, Non Parties, Pro Se and Counsel

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Edward Miller, Circuit Judge

William F. Tomz and Frances Tomz, Individually and as Class Representatives

As the Respondent

v.

Capital Investment Funding, LLC As a Respondent

And

Arthur M. Field, As the Appellant

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SC Court of Appeals

CERTIFICATE OF SERVICE

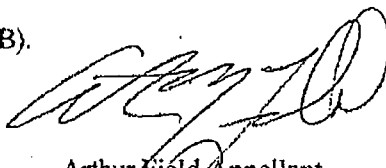
Arthur Field, Appellant, certifies that on January 22, 2018, I did serve the annexed Notice of Appeal in accord with S.C.A.R. Rules 203, and 262 et seq., within the time allotted by S.C.A.R. 203(b), as prescribed by S.C.A.R. Rules 262 and 263, by depositing the same in first class United States Mail, postage prepaid, upon Respondents by counsel and other persons as noted:

- a. Respondent Capital Investment Funding, LLC c/o Receiver J.Saad, by
 - i. Rodney Pillsbury, 25 Mills Ave, Greenville, SC 29605
864-241-9828
 - ii. George Brandt, III; Henderson, Brandt & Vieth, 360 E. Henry St.,
Spartanburg, SC 29302
864-501-2687
- b. Respondent William and Frances Tomz, Individually and as Class Representatives
 - i. Stanley Case; Butler, Means, Evans, & Browne, P.O. Box 451,
Spartanburg, SC 29304
864-582-5630
 - ii. Gene Connell, Jr.; Kellaher & Connell, P.O.D. 14547, Surfside Beach,

SC 29587
843-238-5648

- c. Allyson Field, T. Bart Kelley, T. Brad Kelley—each a non-party
 - i. Bruce Bannister, Bannister, Wyatt and Salvey, P.O. Box 10007, Greenville, SC 29603
864-298-0084
- d. Kathryn Taillon—a non-party
 - i. Thomas Stephenson, 207 Whitsett St., Greenville, SC 29607
864-370-9400
- e. Kirsten White—a non-party 121 Emerywood Lane, Greenville, SC 29607
864-420-7775

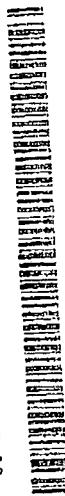
A copy of the Notice of Appeal and a Notice of Intent to Appeal was filed with the lower court on Jan. 22, 2018 appealing Order received on or after December 22, 2017. This Certificate and the Notice of Appeal is filed with the Appellate Court by U.S. Mail, postage prepaid, within 10 days of service as prescribed by S.C.A.R. 203(B).



Arthur Field Appellant
January 29, 2018

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Gstax (T2)	\$	0.03
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JAN 31 2018

c/o P.O. Box 26092, Greenville, SC 29616
Jan. 29, 2018J. Kitchings, Clerk
Court of Appeals SC Court of Appeals
P.O. Box 11629
Columbia, SC 29211

By U.S. P.S. priority mail, postage prepaid

Re: William F. Tomz, et al. v. Capital Investment Funding, LLC and Arthur Field
C/A 2008-cp-23-3665 Appeal 2018-

Dear Clerk Kitchings:

Enclosed for filing please find a Notice of Appeal (bearing the filing date stamp of the lower court on January 22, 2018), Certificate/Proof of Service on Parties of Record on 1/22/18, and Money Order for \$100 filing fee and letters ordering Transcripts. The 2016 Transcript is already here.

There exists an appeal Case No. 2013-002676 in the same matter. I am represented there by attorney Bradford Martin. I am represented in 2008-cp-23-3665 by attorney Micajah Caskey, who may act as counsel for this appeal on my behalf at a later date. This shall not constitute consent to the lower court's personal or subject matter jurisdiction or waive any rights in the prior appeal or in the lower court. This appeal is timely filed.

It is my understanding Attorney Martin advised this Court that any Order issued by Judge Miller is not Final and that the terms of the proposed Global Settlement Agreement are not finalized due to the recurring future hearings set by the lower court. Conversely, Respondents' attorneys claimed to this Court the December 21, 2017 Order of Judge Miller is 'final' (letters of 1/19/18, --1/24/18 of George Brandt). My Notice of Appeal refers to this continuing controversy not yet resolved by this Court. The issue of the recusal of Judge Miller also has not been resolved and his repeated refusal to recuse himself is also appealed by me. Such matters have been preserved by my counsel at all times.

The proposed Global Settlement par. 10 required the dismissal with prejudice of all pending matters brought in this case or in C/A 2015-cp-23-01263 by Capital Investment Funding, LLC against me, Kathryn Taillon, Allyson Field and others with no sanctions or costs or further action as to any person. This has not occurred. Nor has my transfer to Florida been successfully processed. Each 'Order' of the Court includes a directive that further hearings be held solely on the issue of sanctions and attorney fees.

However, in the event the December 21, 2017 Order is considered 'final' by the Court, I timely file this Appeal to preserve all objection to such Order(s) and any ruling that the proposed Settlement had any enforceability prior to total fulfillment of the conditions precedent therein and ratification by the court under S.C.R.Civ.P. 23(c), *inter alia*, and other errors to be raised. Under law, a settlement agreement not adopted by the court imposes no obligation of performance and is not an enforceable contract. Any 'Order' based on a July, 2017 'motion to comply' with the Agreement prior to its approval by the court is error and was heard prior to the possible adoption of the GSA by Judges Maddox and Miller in December, 2017, if ratified at all. Although attorney Martin advises this appeal may be unnecessary given the interlocutory nature of the current Orders and I understand just requested direction from this Court, I did not wish to waive any rights by failing to timely appeal if such is determined to be necessary by this Court. If it is possible, kindly file the appeal and hold it in abeyance until the decision of the Court on attorney Martin's motion of January 24, 2018 seeking a determination of the pending matter. If a formal motion is required, please advise. Thank you.

Sincerely


Arthur Field
CC: T. Stephenson, B. Bannister
Cc: G. Brandt R. Pillsbury, S. Case K. White

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EX.D

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE 2018 JAN 22 PM 2:03)
FILED FOR THE 13TH JUDICIAL CIRCUIT

William F. Tomz,

Plaintiff,

v.

Capital Funding, et al.,

Defendants.

FILED-CLERK OF COURT
PAUL B. WICKENSIMMER C. A. No. 2008-CP-23-3665
GREENVILLE SC 29601

NOTICE OF INTENT TO APPEAL

To Plaintiffs William M. Tomz and Frances Tomz, Individually and as Class Representatives and to Capital Investment Funding, LLC and any other persons or parties involved in the above-captioned matter, or those related hereto and to such non-parties as the same may affect to such extent as needed:

Take Notice: Arthur Field¹ hereby gives Notice of his Intent to Appeal and does Appeal the following Orders if such are construed as Final Orders of this Court or at such point as the Orders are or shall in future be construed as Final Orders.² This Notice is timely given to preserve such right to appeal, S.C.A.R. 263(a). This Notice shall comply with Notice of Appeal

¹ Field is represented in pending appeal by Bradford Martin, Esq. and in all current matters by Micajah Caskey, Esq. Field files this Notice of Intent to Appeal but does not waive the right to counsel as to any pending civil or criminal matter and other counsel may be retained to pursue any future appeal. Field appears pro se in 2015-cp-23-01263, which matter is referred to in Global Settlement Agreement referred to by the Court in its Order of ~~12/21/17~~ 12/21/17, and any 'approval' of such Settlement may be the subject of such appeal in full or in limited basis, as the same may apply. 2015-cp-23-01263 was to have been dismissed with prejudice, but has not been as of the date of this Notice of Intent. No rights or attorney-client privilege or work product privilege or other state or federal constitutional or statutory or common law rights are waived hereby. To the extent the terms of the GSA have not been adhered to by Plaintiffs/CIF or by the court, it is void, voidable or breached by Plaintiffs or CIF and Field, and possibly the other parties thereto, do or may claim rights in and to some or all property transferred to or paid over to Plaintiffs or CIF or its Receiver or counsel and notice of potential claim(s) is hereby given.

² Such Orders appear to be Final, but contain language indicating they may be only interlocutory, as to Field or others, since they do not fully and completely dispose of all pending matters as set forth in Global Settlement Agreement apparently approved by this court by Order dated December 21, 2017, and such matters have not been dismissed with prejudice. This Notice shall initiate appeal in timely manner or preserve all such appellate rights to any future appeal. S.C.A.R. 201.

requirements of S.C.A.R. 201, et seq. Also appealed are the repeated denials of Motion to recuse.

The Order of December 21, 2017 indicates future hearings will still be had, on the subject of sanctions or attorney's fees relating to Plaintiffs' Motion to Comply with Settlement. Since no Settlement existed on the date of such Motion until approval was granted by two courts per the terms of such proposed Settlement (see, e.g. S.C.R.Civ.P. 23(c)), such Motion was void when filed or premature. Such Motion was also not a Motion to Compel. Hence, it is not possible for Field to determine if a Final Order of Court exists at this time. The GSA states it resolves all matters as to all parties and dismisses 2008-cp-23-3665, et al., with prejudice as to Field and all other parties, so any 'exception' made thereto by CIF, Plaintiffs or the Court is a direct violation of such Agreement and an abuse of discretion. The GSA was not an 'executory contract'. The Order(s) to be appealed from constitute a chain of Orders each declaring a following hearing and further 'Order' will issue, thereby calling into question the 'finality' of any prior Order as to Field and/or others involved therein³. However, it is possible the Order of 12/21/17 constitutes a 'Final Order' and Notice of Appeal thereof is timely given:

- a) October 25, 2017
- b) December 1, 2017
- c) December 21, 2017 (received 12/22/17)

Also, there exists a pending appeal in this matter which has not been resolved. Such Appeal involves issues germane to the question of this court, including the recusal of Judge Miller, which motion(s) to recuse have been repeatedly and continually raised and preserved by

³ Such 'Orders' intermittently refer to Field, individually, but also, intermittently within the same context, refer to Arthur Field, Allyson Field and/or Kathryn Taillon as a 'group' or 'unit' or a single party. The Orders are also challenged as vague, overreaching, and an abuse of discretion, beyond this court's jurisdiction and/or barred by pending appeal and/or undecided motion(s) to recuse. No such rights, objections or defenses are waived. Field and others have reserved all objections to personal or subject matter jurisdiction and no such objection is waived by the filing of this Notice.

Field and his appropriate counsel at all times. Also denied orally and repeatedly were Field's Motions to Recuse Judge Miller, who has consistently exhibited a lack of impartiality in this matter, a bias against Field and his counsel (see e.g. email of Judge Miller ^{To Be} _A annexed castigating Arthur Field and Allyson Field's attorneys for exercising their Legislative prerogative, which email was in direct 'defiance' of the Order of the Supreme Court in relation to such protection and which indicate prejudice against such counsel in any forthcoming hearing). Numerous other examples of such bias and prejudice and failure to appear impartial exist in the record, including but not limited to stating Field had money hidden in Luxembourg, when no such evidence thereof was presented before the court at any time. Such denials of Motions to Recuse are also appealed from if ripe for appeal.

The following information is provided per S.C.A.R. 203(e)(1):

- A. Hon. Edward Miller, Court of Common Pleas, Greenville County
- B. Docket 2008-23-cp-3665—a dismissed case
- C. Order of December 21, 2017, received by Field on 12/22/17 and prior Orders
As Each Refers to and Is Based Upon Both Prior and Future Orders
Hearing set for January 6, 2018 cancelled and not yet heard
- D. Arthur Field, Appellant
- E. Others parties and their counsel:
 - a. Capital Investment Funding, LLC c/o Receiver J.Saad, by
 - i. Rodney Pillsbury, 25 Mills Ave, Greenville, SC 29605
864-241-9828
 - ii. George Brandt, 360 E. Henry St., Spartanburg, SC 29302
864-501-2687
 - b. William and Frances Tomz, Individually and as Class Representatives
 - i. Stanley Case, P.O. Box 451, Spartanburg, SC 29304

864-582-5630

- ii. Gene Connell, Jr., P.O.D. 14547, Surfside Beach, SC 29587
843-238-5648
- c. Allyson Field, T. Bart Kelley, T. Brad Kelley—each a non-party
 - i. Bruce Bannister, P.O. Box 10007, Greenville, SC 29603
864-298-0084
- d. Kathryn Taillon—a non-party
 - i. Thomas Stephenson, 207 Whitsett St., Greenville, SC 29607
864-370-9400
- e. Arthur Field
 - i. Micajah Caskey, as to certain matters, 146 State St., W. Columbia, SC
29169 803-724-3624
 - ii. Bradford Martin, as to pending appeal, P.O. Box 10410, Greenville,
SC 29603 864-552-9990
- f. Kirsten White—a non-party 121 Emerywood Lane, Greenville, SC 29607
864-420-7775

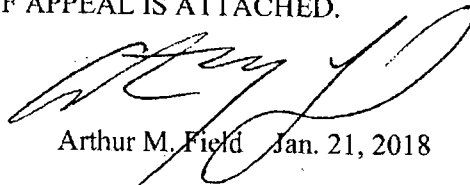
This Notice of Intent to Appeal has been served by electronic filing upon all parties and counsel of record as of the date stamped hereon. A copy of the Notice has been mailed to

Kirsten White, pro se, 121 Emerywood Lane, Greenville, SC 29607, regular mail

Postage prepaid

Within 10 days hereof, a copy of this Notice of Intent to Appeal shall be mailed to the Clerk, Court of Appeals, 1220 Senate Street, P.O. Box 11629, Columbia, SC 29211.

THE FOLLOWING NOTICE OF APPEAL IS ATTACHED.



Arthur M. Field Jan. 21, 2018

c/o 5489 Atlantic Vw, St. Augustine, FL 32080

864-419-6609

NOTICE OF APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Edward Miller, Circuit Judge

FILED-CLERK OF COURT
PAUL B. WICKENSMAIER
GREENVILLE, CO. SC
2018 JAN 22 PM 2:03

William F. Tomz and Frances Tomz, Individually and as Class Representatives
Respondent

v.

Capital Investment Funding, LLC *Respondent*

And

Arthur M. Field, Appellant

NOTICE OF APPEAL

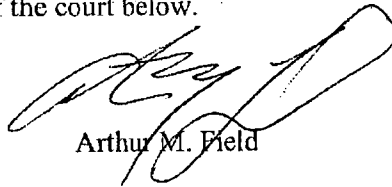
Arthur Field appeals from Order of the Hon. Edward Miller dated December 21, 2017 and such Orders as may have preceded such December 21, 2017 Order but were embodied therein, each referring to a 'further hearing to be had'; and the repeated oral denials of Motions to Recuse. Appellant received written notice of the Order on December 22, 2017. It is unclear whether such Order(s) annexed constitute(s) a Final Judgment, but to the extent it does, such Order is appealed from or such right to appeal is preserved to such time as Order is determined to be Final if this Court determines such Order(s) is/are interlocutory. The Order(s) to be appealed from are annexed and constitute a chain of Orders each declaring a following hearing and further 'Order' will issue, thereby calling into question the 'finality' of any prior Order as to Field

and/or others involved therein⁴. However, it is possible the Order of 12/21/17 constitutes a 'Final Order' and Notice of Appeal thereof is timely given:

- d) October 25, 2017
- e) December 1, 2017
- f) December 21, 2017 (received 12/22/17)

A pending appeal exists and Plaintiffs'/CIF/'s counsel stated to the Court of Appeals that the December 21, 2017 Order was final. Field's counsel did not agree in that the GSA prohibits any sanctions whatsoever against Field or other party and CIF/Plaintiffs continue to seek sanctions and attorneys' fees and the court permits them to do so. The court also repeatedly orally denies Field's Motion to Recuse without explanation or written order. Such Motion is preserved and this shall not constitute a waiver of any such right, objection or consent as a consent to the personal or subject matter jurisdiction of the court below.

January 21, 2018



Arthur M. Field

c/o 5489 Atlantic Vw., St. Augustine, FL 32080 864-419-6609

A. Others parties and their counsel:

- a. Capital Investment Funding, LLC c/o Receiver J.Saad, by
 - i. Rodney Pillsbury, 25 Mills Ave, Greenville, SC 29605
864-241-9828
 - ii. George Brandt, 360 E. Henry St., Spartanburg, SC 29302
864-501-2687
- b. William and Frances Tomz, Individually and as Class Representatives

⁴ Such 'Orders' intermittently refer to Field, individually, but also, intermittently within the same context, refer to Arthur Field, Allyson Field and/or Kathryn Taillon as a 'group' or 'unit' or a single party. The Orders are also challenged as vague, overreaching, and an abuse of discretion, beyond this court's jurisdiction and/or barred by pending appeal and/or undecided motion(s) to recuse. No such rights, objections or defenses are waived. Field and others have reserved all objections to personal or subject matter jurisdiction and no such objection is waived by the filing of this Notice.

- i. Stanley Case, P.O. Box 451, Spartanburg, SC 29304
864-582-5630
- ii. Gene Connell, Jr., P.O.D. 14547, Surfside Beach, SC 29587
843-238-5648
- c. Allyson Field, T. Bart Kelley, T. Brad Kelley—each a non-party
 - i. Bruce Bannister, P.O. Box 10007, Greenville, SC 29603
864-298-0084
- d. Kathryn Taillon—a non-party
 - i. Thomas Stephenson, 207 Whitsett St., Greenville, SC 29607
864-370-9400
- e. Arthur Field
 - i. Micajah Caskey, as to certain matters, 146 State St., W. Columbia, SC
29169 803-724-3624
 - ii. Bradford Martin, as to pending appeal, P.O. Box 10410, Greenville,
SC 29603 864-552-9990
- f. Kirsten White—a non-party 121 Emerywood Lane, Greenville, SC 29607
864-420-7775

Notice of Appeal Served Upon All Parties, Non Parties, Pro Se and Counsel

This Global Settlement Agreement Printed 2-24-17 11:00 am
Supersedes All Prior and or Unsigned Versions

Global Settlement Agreement
Between Capital Investment Funding (and related parties)
And Arthur Field (and related parties)

I. The Parties:

A. CIF, its court appointed receiver ("Receiver"), and its present employees, agents, attorneys, etc.

B. The Class of Noteholders of CIF ("Plaintiffs")

C. Arthur Field and his family, his and their attorneys, and his and their associates as follows:

- i. Arthur Field
- ii. Kathryn ("Kate") Taillon (and Kathryn Taillon d/b/a Pelican Way Financial)
- iii. Allyson Field
- iv. Davyd Field (previously released)
- v. Kirsten White (f/k/a Kirsten Gantt and Kirsten Gantt d/b/a Empire Document Service)
- vi. Bart Kelley
- vii. Brad Kelley
- viii. Attorneys Bruce Bannister and Bannister, Wyatt & Stalvey, LLC
- ix. Attorneys Thomas Stephenson and Stephenson & Murphy, LLC
- x. Attorney Micajah P. Caskey, IV
- xi. Attorney Todd Rutherford
- xii. Attorneys Brad Martin and Bradford Neal Martin & Associates, P.A.

D. Entities formerly controlled by Field or family members

- i. Aladdin's Café & Grill, LLC
- ii. Cosimo, LLC
- iii. Bolingbroke United (England) Ltd.
- iv. Lion Financial, LLC
- v. Krondor Trading Co., LLC
- vi. Trazom, LLC
- vii. Bradford Financial Group, LLC
- viii. Monmouth Financial Group, Ltd
- ix. Carolina Pops Orchestra, Inc.
- x. Blenheim Properties, LLC;
- xi. Bountiful Bingo, LLC;
- xii. Pelican Way Financial, LLC
- xiii. York Mortgage Funding, LLC
- xiv. Epic Entertainment, LLC
- xv. Epic Entertainment & Equipment Co., LLC
- xvi. Mithril Funding, LLC
- xvii. CIF TC, LLC
- xviii. Young Players Support Group, Inc.
- xix. RAAF Enterprises, LLC
- xx. He Will Provide, LLC
- xxi. Hakuna Industries, Inc.
- xxii. Capital Intrastate Funding, LLC

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- 2. The Properties:
 - A. 310 Thornblade Blvd, Greer, SC ("Thornblade Property"), currently titled to Allyson Field and currently with no lien or mortgage
 - B. 5 Aldgate Way, Greer, SC ("Aldgate Way Property"), currently titled to Kirsten White and currently subject to the following mortgages:
 - i. 1st Mortgage in the amount of \$175,000.00 payable to Pelican Way Financial, LLC
 - ii. 2nd Mortgage in the amount of \$33,000.00 to Arthur Field, Trustee
 - C. 5489 Atlantic View, St. Augustine, FL, ("St. Augustine Property"), currently titled to Arthur Field and Kathryn Taillon and currently with no lien or mortgage

- 3. Pending Actions:
 - A. Harold Brooks v. Arthur Field, C.A. No. 6:14-cv-02267-BHH-JDA (D.S.C. Greenville Div.), Federal Court case; Motion for class certification filed, but not yet ruled upon.
 - B. Capital Investment Funding, LLC v. Arthur Field, et al., C.A. No.: 15-CP-23-01263 (13th Judicial Circuit, Court of Common Pleas, Greenville County, SC)
 - C. Capital Investment Funding, LLC v. Calvary Asset Management, LLC, et al., C.A. No.: BER-L-3790-12 (Superior Ct. New Jersey, Bergen County, N.J.) ("Calvary Asset Management Case")
 - D. William F. Tomz and Francis W. Tomz, Individually and as Class Representatives vs. Capital Investment Funding, L.L.C. and Arthur M. Field, C.A. No. 2008-CP-23-3665 (Court of Common Pleas, 13th Judicial Circuit, Greenville County, South Carolina) Class action of all noteholders previously approved ("Tomz Case").
 - E. Capital Investment Funding v. Lancaster Resources, et. al., Docket No. 2:2008-CV-04714.

- 4. Global Settlement Agreement ("Agreement") of All Matters Among All Identified Parties Herein:
 Upon approval of the court in the Tomz Case ("the Court"), and except as otherwise enforcing the terms and agreements set forth herein, this Agreement settles with prejudice all claims of every kind and nature which were raised or could have been raised in any above-identified litigation, including any and all causes of action, direct claims, cross-claims, counter-claims, rights of offset, grievances, complaints, and other rights and actions otherwise derived from such, between and among all undersigned parties and all identified entities herein, including their employees, agents, and attorneys (both past and present) and their respective firms (past and present), and the Receiver, his firm, his employees agents, in every and all capacities (including capacity as agent, fiduciary, appointee, individual, or otherwise).

Terms of Settlement:

- 5. The parties to this Agreement do hereby release all other parties and their respective officers, directors, employees, agents, attorneys, and affiliates, of and from any and all suits, legal actions or claims of any nature whatsoever, known or unknown, up to and including the present time, including, but not limited to, claims described in Paragraph 4 of this Agreement, which include but are not limited to claims arising under all common and statutory laws, ordinances, rules or regulations of the United States of America and all the states of the United States, and specifically including the states of New Jersey and South Carolina, and their political subdivisions, and the public policies thereof. This release shall further include, but shall not be limited to, all those claims which were or could have been asserted in the litigation identified in Paragraph 3 of this Agreement (including any and all appeals), which actions shall be dismissed with prejudice, with each party to bear its/his/her own attorneys' fees and costs for all actions or appeals or related matters.

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6. This settlement is conditioned upon the approval of the current class of noteholders in William F. Tomz and Francis W. Tomz, Individually and as Class Representatives vs. Capital Investment Funding, L.L.C. and Arthur M. Field, C.A. No. 2008-CP-23-3665. Upon execution of this Agreement, Plaintiffs' class counsel in that matter will promptly (no more than 10 days) petition the Court for approval of this settlement. In the event approval of this settlement is denied in any of the matters referenced in Paragraph 3, this settlement shall terminate as provided herein.
7. Within ten (10) days of executing this Agreement, the parties in Harold Brooks v. Arthur Field, C.A. No. 6:14-cv-02267-BHH-JDA will jointly request the court enter a Rubin order, whereby the case is placed on inactive status to allow the parties sixty (60) days to effectuate this final settlement. The parties in that case will also submit a joint motion requesting the Court to vacate the Report and Recommendation of the Magistrate Judge regarding Plaintiffs' Motion for Class Certification (Doc. 371) entered on January 26, 2017.
8. Arthur Field has expressed a desire to move to Florida, has represented that his ability to do so depends upon changes in the current status of the terms and conditions of his restitution as set by the Court in State of South Carolina v. Arthur Field, C.A. 13-GS-47-08 (County of Anderson, South Carolina), and has expressed that his willingness to participate in and be bound to the terms and conditions of this Agreement are contingent upon modifications to the terms and conditions of his restitution as set forth herein.

Therefore, within five (5) days of all parties executing this Agreement and tendering the fully executed Agreement to Counsel for CIF, who will hold such in trust pending court approvals, Arthur Field shall file a motion with the court seeking modification to the terms and conditions of his restitution, and, subject to the requirements of South Carolina law and subject to Arthur Field having been fully compliant with all the terms and conditions of his restitution previously ordered by the court from the date of such order until such time as the court modifies such restitution as requested hereunder, including but not limited to all payments required thereunder having been made without interruptions or stoppages, Plaintiffs and the Receiver, together with their attorneys and agents, hereby consent to the relief sought by Arthur Field to modify his restitution obligations previously ordered by the court, provided such modification is as follows:
 - A. The total restitution ordered to be paid by Arthur Field shall be reduced to the sum of: (i) the amounts paid through the date the restitution order is modified, plus (ii) the fulfillment of all terms and obligations by Arthur Field and all parties set forth in Paragraphs 1.C. and 1.D of this Agreement; and
 - B. Upon all parties to this Agreement having fully performed their obligations hereunder, no further restitution shall be due from Arthur Field and all restitution obligations of Arthur Field shall be declared SATISFIED IN FULL; and
 - C. Upon all parties to this Agreement having fully performed their obligations hereunder, Arthur Field shall be granted permission to live in Florida.
9. Additionally, Rules to Show Cause were issued to Arthur Field by the Court within the Tomz matter in April and August, 2013, and in September 2016, hearings were conducted, and Orders were issued thereon on October 1, 2013, December 15, 2016, and January 12, 2017. Field has appealed the October 1, 2013 Order and that appeal is currently pending in the South Carolina Court of Appeals. Arthur Field has expressed that his willingness to participate in and be bound to the terms and conditions of this Agreement are contingent upon all such matters being dismissed in accordance with the motion to which the parties have agreed.

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14. Consideration Tendered By or On Behalf of Undersigned Parties

A. Thornblade Property

- i. With the execution of this Agreement, Allyson Field will execute in recordable form the General Warranty Deed attached hereto as Exhibit 1, which will transfer the Thornblade Property to CIF. The Deed will be held in trust by CIF counsel and will be recorded and delivered to the Receiver upon the Court's approval of the settlement. Transfer of the Thornblade Property will not be effected until the Deed is delivered to the Receiver. In the event the Court declines approval of the settlement or of any of the conditions precedent thereto set forth in Paragraphs 8 and 9 above, the Deed shall be null and void and shall be immediately (upon the Court's actions) returned as such to Allyson Field.
- ii. With the execution of this Agreement and until the effective time of transfer of the Thornblade Property, Allyson Field shall maintain and timely pay all costs of property, casualty and liability insurance coverages on the Thornblade Property, shall have such policies name CIF as the named insured, shall immediately deliver to CIF a certificate of insurance, and shall have all proceeds of such policies inure to and be directly paid to CIF.
- iii. With the execution of this Agreement and until the effective time of transfer of the Thornblade Property, Allyson Field shall pay all property taxes and regime fees (home owners association dues, etc...) applicable to the Thornblade Property; thereafter, CIF shall pay all taxes and regime fees and be solely responsible for such.
- iv. The Thornblade property shall be transferred in an 'as is' condition, as viewed by the Home Inspector referred to above in Paragraph 12.
- v. With the execution of this Agreement and until the effective time of transfer of the Thornblade Property, the Thornblade Property shall be free of all liens and encumbrances.
- vi. With the execution of this Agreement, CIF, Arthur Field and Kathryn Taillon shall execute the Lease attached hereto as Exhibit 2. The Lease will be held in trust by CIF counsel and will be effective and delivered to the Receiver immediately upon the Court's approval of the settlement. In the event the Court declines approval of the settlement, the Lease shall be null and void and shall be immediately (upon the Court's actions) returned as such to Arthur Field and Kathryn Taillon. The Lease provides for the following:
 - a. CIF shall be Landlord and Arthur Field and Kathryn Taillon shall be Tenants.
 - b. The Lease shall have a fixed term which terminates on November 30, 2017.
 - c. Tenants have the right to reside in the Thornblade Property until November 30, 2017.
 - d. Tenants shall pay no rent during the term of the Lease, but shall pay the utility bills and the reasonable cost of interior, non-structural maintenance.
 - e. Tenants shall vacate the Thornblade Property on or before November 30, 2017.
 - f. Upon vacating the premises, Tenants shall leave the premises in the same or better condition as it was at the time of inspection as provided in Paragraph 12 herein (excluding reasonable wear and tear and damage, if any, caused by the act of Landlord or its agents or contractors). If Tenants fail to leave the premises as required and Landlord, in good faith, reasonably determines that the actual reasonable cost to cure the deficiency will exceed \$1,000, then Landlord may give actual notice to Tenants of such deficiency and estimated cost of actual and reasonable cure. Tenants shall have 14 days after receipt of such notice to initiate and timely pursue a cure of same at their expense less any monies due from any insurer of Landlord, Tenants or third party. If not cured by Tenants in timely and reasonable and workmanlike fashion, or if Tenants do not initiate a cure within 14 days of notice, then Landlord may initiate and timely pursue a cure of the same. Upon Landlord's completion of such cure, Landlord may initiate a complaint to

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collect any reasonable and actual cost of cure in excess of insurable amounts, including actual and reasonable costs and fees. Tenants shall have the right to defend such claim or to seek indemnification from or implead any insurer or third party which may be responsible in whole or in part for such damage or the cost of repair or to subrogate such claim to Landlord in satisfaction of any third party damage. Landlord will not bring any such claim without a substantial belief in the merits thereof and without first giving Tenants sufficient opportunity to resolve such matter after actual notice aforesaid. The parties waive trial by jury of such claim. If such cure is covered by insurance inuring to benefit of Tenants, then Tenants may assign such portion of proceeds of insurance to Landlord as shall be applicable to damage to Landlord's fee interest in partial or total satisfaction of the actual cost of remediation, excluding therefrom any portion pertaining to Tenants' personal property or effects. In the event Landlord recovers any insurance, Landlord shall assign to Tenants any portion thereof which would pertain solely to destruction of Tenants' personal property or effects and give notice to Tenants of any deficiency and pursue such remedy as stated above for such deficiency in the manner described. The parties shall cooperate in any claim to any third party insurer or liability carrier. At Landlord's request, Tenants shall subrogate any claim against Third Party or Third Party insurer to Landlord in lieu of any claim against Tenants, but Tenants shall retain its right to apportionment in favor of Tenants' personal property damage or any personal injury to Tenants or guests and Landlord will timely pay to Tenants such portion upon recovery from insurer or Third Party without demand from Tenants.

- g. All items of personal property not affixed or attached to the Thornblade Property by nail, screws, glue, or other means of permanent attachment shall be deemed the personal property of Arthur Field, Kathryn Taillon, and/or Allyson Field, and shall be excluded from the terms of this Agreement and such shall remain the sole and exclusive property of the respective individual(s) at all times and no other party shall have any past, present or future claim thereto.
- h. Any dispute regarding the Lease shall be resolved by application to Judge Edward W. Miller, the presiding judge in the Tomz Case.

B. Kathryn Taillon's Note and Mortgage on Aldgate Way Property

- i. Kathryn Taillon is the assignee and holder of the Note and Mortgage on the Aldgate Way Property payable to and in favor of Pelican Way Financial, LLC ("Pelican Note and Mortgage") dated on or about May 5, 2010, and recorded on the Greenville County Land Records. The Pelican Note and Mortgage are in good standing as of the date hereof. All prior payments of the interest made or accruing on such Note have been credited to the account of Pelican Way Financial, LLC or Kathryn Taillon, and shall remain the sole and exclusive property of such and no party shall have any past, present or future claim thereto.
- ii. Kathryn Taillon represents that the Pelican Note and Mortgage are valid and enforceable, and the mortgage is a recorded and perfected first mortgage lien on the Aldgate Way Property, and is not subordinated to any other lien.
- iii. With the execution of this Agreement, Kathryn Taillon shall:
 - a. Execute in recordable form and deliver to CIF counsel the Assignment of Note and Mortgage attached hereto as Exhibit 3 ("Pelican Assignment"), which, upon the Court's approval of the settlement, shall transfer to CIF the ownership of the Pelican Note and Mortgage; and

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- b. Deliver to CIF counsel the originals of the Pelican Note and Mortgage (or, if originals are lost, valid affidavits of lost documents) and the assignment document that transferred ownership of the Pelican Note and Mortgage from Pelican Way Financial, LLC to Kathryn Taillon.
- iv. CIF counsel shall hold such original documents in trust counsel pending the Court's approval of the settlement.
- v. The Pelican Assignment and its transfer of the Pelican Note and Mortgage will not be effected unless and until the Court approves this settlement.
- vi. In the event the Court approves the settlement, the Pelican Assignment shall be effective immediately, shall be promptly released and delivered to CIF, and shall be recorded; additionally, the original Pelican Note and Mortgage shall be delivered to CIF.
- vii. In the event the Court declines approval of the settlement, the Pelican Assignment shall be null and void and shall be immediately (upon the Court's actions) returned as such to Kathryn Taillon together with the original Pelican Note and Mortgage.
- viii. Until the settlement is approved and the Pelican Assignment is effective, Kirsten White shall make all monthly interest payments due under the first mortgage in the amount of \$583.00 per month (which is otherwise payable to Kathryn Taillon) to CIF to be held in escrow. In the event the Court declines approval of the settlement, CIF shall remit such amounts it received to Kathryn Taillon. In the event the Court approves the settlement, CIF shall retain all amounts received and receive all future payments under the Pelican Note and Mortgage. All amounts otherwise due under the terms of the Pelican Note and Mortgage shall be paid in full from the proceeds of the sale of the Aldgate Way Property as provided herein.

C. Arthur Field, Trustee's Note and Mortgage on Aldgate Way Property

- i. Arthur Field is the holder of the Note and Mortgage on the Aldgate Way Property payable to and in favor of Arthur Field, Trustee ("Trustee Note and Mortgage") dated on or about October 1, 2010, and recorded on the Greenville County Land Records.
- ii. Arthur Field represents that the Trustee Note and Mortgage are valid and enforceable, and that the mortgage is a recorded and perfected second mortgage lien on the Aldgate Way Property, which is not subordinated to any other lien other than the Pelican Note and Mortgage.
- iii. The Trustee Note and Mortgage provides for simple (not compounded) interest to accrue at the rate of 4.5% per year and for the entire balance to be paid in full on or before October 1, 2014.
- iv. Arthur Field represents that no payments have been made or received on the Trustee Note and Mortgage through the date of the Agreement.
- v. Arthur Field further represents that he and Kirsten White, the maker of the Trustee Note and Mortgage, agreed to extend the due date of the Trustee Note and Mortgage to December 31, 2018.
- vi. Accordingly, Arthur Field represents that the Note and Mortgage are in good standing as of the date hereof and that as of the date of this Agreement, the outstanding balance due under the Trustee Note and Mortgage exceeds \$42,000.
- vii. With the execution of this Agreement, Arthur Field shall:
 - a. Execute in recordable form and deliver to CIF counsel the Assignment of Note and Mortgage attached hereto as Exhibit 4 ("Trustee Assignment"), which, upon the Court's approval of the settlement, shall transfer to CIF the ownership of the Trustee Note and Mortgage; and

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- b. Deliver to CIF counsel the originals of the Trustee Note and Mortgage and the assignment document. CIF counsel shall hold such original documents in trust counsel pending the Court's approval of the settlement.
- viii. The Trustee Assignment and its transfer of the Trustee Note and Mortgage will not be effected unless and until the Court approves this settlement.
- ix. In the event the Court approves the settlement, the Trustee Assignment shall be effective immediately, shall be promptly released and delivered to CIF, and shall be recorded; additionally, the original Trustee Note and Mortgage shall be delivered to CIF.
- x. In the event the Court declines approval of the settlement, the Trustee Assignment shall be null and void and shall be immediately (upon the Court's actions) returned as such to Arthur Field together with the original Trustee Note and Mortgage.
- xi. All amounts otherwise due under the terms of the Pelican Note and Mortgage shall be paid in full from the proceeds of the sale of the Aldgate Way Property as provided herein.

D. Aldgate Way Property

- i. With the execution of this Agreement, Kirsten White will execute in recordable form the General Warranty Deed attached hereto as **Exhibit 5**, which upon the Court's approval shall transfer the Aldgate Way Property to **CIF Properties, LLC**. The Deed shall be held in trust by CIF counsel and will be recorded and delivered to the Receiver upon the Court's approval of the settlement. Transfer of the Aldgate Way Property will not be effected until the Deed is delivered to the Receiver. In the event the Court declines approval of the settlement, the Deed shall be null and void and shall be immediately (upon the Court's actions) returned as such to Kirsten White.
- ii. With the execution of this Agreement, CIF Properties, LLC will execute in recordable form the \$50,000 Note and Mortgage attached hereto as **Exhibit 6** ("White Note and Mortgage"), which shall grant to Kirsten White a first mortgage on the Aldgate Way Property. The White Note and Mortgage shall bear zero interest through December 31, 2017 and thereafter shall bear interest at 2.5% per annum. The White Note and Mortgage shall provide that payment in full shall be made upon the sale, conveyance or transfer of the Aldgate Way Property. The White Note and Mortgage shall be held in trust by CIF counsel and will be recorded and delivered to Kirsten White upon the Court's approvals of the settlement. The obligation of the White Note and Mortgage will not be effected until the Court approve the settlement. In the event the Court declines approval of the settlement, the White Note and Mortgage shall be null and void and shall be immediately (upon the Courts' actions) returned as such to CIF.
- iii. With the execution of this Agreement, CIF, as assignee and holder of the Pelican Notes and Mortgages and the Trustee Note and Mortgage, will execute in recordable form the respective Subordination Agreements attached hereto as **Exhibit 7**. The effect of the Subordination Agreements shall be that the White Note and Mortgage shall be senior to and have priority of payment over the Pelican and Trustee Notes and Mortgages, and that the Pelican and Trustee Notes and Mortgages shall be subordinate to the White Note and Mortgage, thereby guarantying that upon the sale of the Aldgate Way Property, Kirsten White will receive full payment and complete satisfaction under the terms of the White Note and Mortgage before and ahead of any payments to CIF.
- iv. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall maintain and timely pay all costs of property, casualty and liability insurance coverages on the Aldgate Way Property, shall have such policies name CIF as the additional named insured, shall immediately deliver to CIF a certificate of insurance, and shall have all proceeds of such policies inure to and directly paid to CIF for the benefit of all named insured.

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- v. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall pay all property taxes and regime (home owners association, etc.) applicable to the Aldgate Way Property, and CIF shall pay all such taxes and regime fees thereafter and be solely responsible for such.
- vi. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall make and complete all routine interior repairs and shall pay all utility costs applicable to the Aldgate Way Property.
- vii. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, the Aldgate Way Property shall be free of all liens and encumbrances, except for the Pelican Note and Mortgage and the Trustee Note and Mortgage.
- viii. CIF and Kirsten White shall endeavor to close on the sale of the Aldgate Way Property no sooner than August 1, 2017 and no later than December 31, 2017 as follows:
 - a. On or before May 1, 2017, Kirsten White shall engage the realtor of her choosing to list the Aldgate Way Property for immediate sale at any price above \$285,000, provided any such listing shall terminate no later than December 31, 2017.
 - b. In the event Kirsten White fails to engage a realtor to sell the Aldgate Way Property on or before May 1, 2017, or in the event the Aldgate Way Property is not sold by December 31, 2017, CIF may thereafter pursue the sale of the Aldgate Way Property without any interference from but with full cooperation of Kirsten White, and subject to the oversight of Judge Edward W. Miller, the presiding judge in the Tomz Case.
 - c. CIF shall arrange for and be responsible to pay for up to \$10,000 of repairs and fix up expenses deemed necessary to facilitate selling the property at a price comparable to similar properties on Aldgate Way or within 0.5 miles thereof. Such repairs shall be substantially completed by May 15, 2017, to enhance listing and sales price and to facilitate the sale of the Aldgate Way Property. Such repairs shall be made on reasonable notice during reasonable business hours and CIF or its agents shall obtain any necessary permits.
 - d. At the closing of the sale of the Aldgate Way Property (whether initiated by White before or by CIF after December 31, 2017), the gross sales proceeds shall be used to pay in the following order of priorities the following in amounts sufficient to satisfy and pay in full:
 - 1. Seller's selling and closing costs (sales commissions and other closing costs and fees customarily paid by seller);
 - 2. The White Note and Mortgage;
 - 3. The Pelican Note and Mortgage;
 - 4. The Trustee Note and Mortgage;
 - 5. Reimbursement to CIF for amounts paid for actual, reasonable repairs and fix up costs as provided in Paragraph 14.D.viii.c.
 - 6. Any repairs and fix up costs incurred but not paid by CIF before closing, repaid to such person(s) as shall have paid for such additional, necessary repairs upon presentation of actual receipts, with copies to CIF, Kirsten White, and closing attorney.
 - 7. Payment to CIF for any unpaid rent due from Kirsten White as described in Paragraph 14.D.ix.c.

In the event that, after paying these amounts in full, any gross sales proceeds remain to be disbursed, then 80% of such amounts remaining shall be paid to Kirsten White and 20% shall be paid to CIF.
- ix. With the execution of this agreement, CIF and Kirsten White shall execute the Lease attached hereto as Exhibit 8. The Lease will be held in trust by CIF counsel and will be effective and delivered to the Receiver immediately upon the Court's approval of the

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settlement. In the event the Court declines approval of the settlement, the Lease shall be null and void and shall be immediately (upon the Court's actions) returned as such to Kirsten White. The Lease provides for the following terms:

- a. CIF shall be Landlord and Kirsten White shall be Tenant.
- b. The Lease shall have a fixed term which terminates on December 31, 2017.
- c. During the term of the Lease, Tenant shall pay no (zero) rent to CIF from inception until September 30, 2017, and thereafter Tenant shall pay CIF \$1,500 per month for each month or part of a month until Tenant has vacated the premises. Tenant may at her option pay CIF each month or may have such amounts deducted from any sales proceeds otherwise due to her as provided in Paragraph 14.D.viii.d.7.
- d. Tenant has the right to reside in the Aldgate Way Property until December 31, 2017.
- e. Tenant shall peacefully vacate the Aldgate Way Property by December 31, 2017.
- f. Upon vacating the Aldgate Way Property, Tenant shall leave the premises in the same or better condition as it was at the time of inspection as provided in Paragraph 13 herein (excluding reasonable wear and tear and damage, if any, caused by the act of Landlord or its agents or contractors). If Tenant fails to leave the premises as required and Landlord, in good faith, reasonably determines that the actual reasonable cost to cure the deficiency will exceed \$1,000, then Landlord may give actual notice to Tenant of such deficiency and estimated cost of actual and reasonable cure. Tenant shall have 14 days after receipt of such notice to initiate and timely pursue a cure of same at her expense less any monies due from any insurer of Landlord, Tenant or third party. If not cured by Tenant in timely and reasonable and workmanlike fashion, or if Tenant does not initiate a cure within 14 days of notice, then Landlord may initiate and timely pursue a cure of the same. Upon Landlord's completion of such cure, Landlord may initiate a complaint to collect any reasonable and actual cost of cure in excess of insurable amounts, including actual and reasonable costs and fees. Tenant shall have the right to defend such claim or to seek indemnification from or implead any insurer or third party which may be responsible in whole or in part for such damage or the cost of repair or to subrogate such claim to Landlord in satisfaction of any third party damage. Landlord will not bring any such claim without a substantial belief in the merits thereof and without first giving Tenant sufficient opportunity to resolve such matter after actual notice aforesaid. The parties waive trial by jury of such claim. If such cure is covered by insurance inuring to benefit of Tenant, then Tenant may assign such portion of proceeds of insurance to Landlord as shall be applicable to damage to Landlord's fee interest in partial or total satisfaction of the actual cost of remediation, excluding therefrom any portion pertaining to Tenant's personal property or effects. In the event Landlord recovers any insurance, Landlord shall assign to Tenant any portion thereof which would pertain solely to destruction of Tenant's personal property or effects and give notice to Tenant of any deficiency and pursue such remedy as stated above for such deficiency in the manner described. The parties shall cooperate in any claim to any third party insurer or liability carrier. At Landlord's request, Tenant shall subrogate any claim against Third Party or Third Party insurer to Landlord in lieu of any claim against Tenant, but Tenant shall retain its right to apportionment in favor of Tenant's personal property damage or any personal injury to Tenant or guests and Landlord will timely pay to Tenant such portion upon recovery from insurer or Third Party without demand from Tenant. If damage is caused by Landlord's agents, contractors, or repair persons, Landlord shall immediately cure same and provide adequate shelter for White, if any damage interrupts her use of the property, and Landlord shall be

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liable for any claim made by agent, contractor or repair person or third party for personal or property damage resulting from such work.

- g. All items of personal property not affixed or attached to the Aldgate Way Property by nail, screws, glue, or other means of attachment shall be deemed the personal property of Kirsten White and shall be excluded from the terms of this agreement.
- h. Any dispute regarding the Lease shall be resolved by application to Judge Edward W. Miller, the presiding judge in the Tomz Case.

E. Payments by Kathryn Taillon and or York Mortgage Funding

Upon execution of this Agreement, Kathryn Taillon shall deliver to CIF counsel to be held in trust a bank certified check in the amount of \$10,000 made payable to CIF. Upon approval of the settlement by the Court, the funds shall be immediately delivered to the Receiver in full and further satisfaction of any York related direct, collateral or indirect claim against Taillon or any other person named herein, whether made by York, CIF, or any other party hereto or any collateral claim. In the event the Court declines approval of the settlement, the check or equivalent funds shall be returned to Kathryn Taillon.

F. Payment by Arthur Field and Kathryn Taillon to CIF:

i. Upon execution of this Agreement, Kathryn Taillon shall deliver to CIF counsel to be held in trust a bank certified check in the amount of \$15,000 made payable to CIF. Upon approval of the settlement by the Court, the funds shall be immediately delivered to the Receiver in further satisfaction of any CIF related direct, collateral or indirect claim against Taillon or any other person, whether made by CIF, or any other party hereto. In the event the Court declines approval of the settlement, the check or equivalent funds shall be returned to Kathryn Taillon.

ii. Upon the execution of this agreement, Arthur Field and Kathryn Taillon will execute in recordable form the Note and Mortgage for the St. Augustine Property, attached hereto as Exhibit 9 and Exhibit 10, respectively, in favor of CIF, which is in the amount of \$105,000. The Note shall provide for 0.0% interest through December 31, 2017 and thereafter interest at a 3.0% annual rate compounded monthly and the entire balance of \$105,000 being due and payable in full on December 31, 2018, provided however that for every \$85 paid to CIF before December 31, 2017, the outstanding balance shall be reduced by an additional \$20. The Note and Mortgage will be held in trust by CIF counsel. In the event the Court declines approval of the settlement, the Mortgage and Note shall be null and void and shall be immediately (upon the Court's actions) returned as such to Arthur Field and Kathryn Taillon. In the event the Court approves the settlement, CIF Counsel will hold the Mortgage and Note in trust in anticipation of CIF receiving payment in full and complete satisfaction on or before December 31, 2017. In the event CIF does not receive payment in full payment on or before December 31, 2017, CIF counsel may have the mortgage recorded in St. John's Florida. All payments under the terms of this Note and Mortgage shall be on behalf of Kathryn Taillon, Arthur Field, and/or any entity related thereto as listed above. CIF shall release all *lis pendens* on all properties recorded in St. Johns County, Florida to enable the Arthur Field and Kathryn Taillon to acquire and remit such money to CIF, whether from personal funds, reverse mortgage, conventional mortgage, credit card loans or otherwise. Upon the execution of this Agreement and until the Note and Mortgage are paid in full, Arthur Field and Kathryn Taillon shall not allow any lien to be placed on the St. Augustine Property unless: (1) the lien is placed for the purpose of Arthur Field and or Kathryn Taillon borrowing money, the net proceeds of which are paid to CIF pursuant to their obligations under this Agreement, and the amount of the lien does not exceed the sum of 100% of the amounts paid to CIF plus costs incurred

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to acquire and close the loan and anticipated reasonable relocation costs to an interstate moving company; or (2) Arthur Field and or Kathryn Taillon obtain written consent of such from CIF, whose consent may be withheld at its sole discretion. Arthur Field and Kathryn Taillon may make periodic payments thereon and such shall reduce any outstanding balance. Only Arthur Field or Kathryn Taillon shall be responsible at any time for the outstanding balance.

G. Arthur Field Agreement To Share Proceeds From Certain Future Endeavors

Arthur Field expressed: (1) his desire and plans to create literary works and or presentations based on his experiences and events involving CIF; (2) his willingness and desire to dedicate significant time and effort in that endeavor; and (3) his willingness and desire to benefit CIF and its noteholders should such efforts bear economic benefits. Accordingly, upon the execution of this Agreement, Arthur Field shall prepare and execute a written definitive contract, negotiated in good faith with the Receiver, and shall present such contract to the Court for approval by March 31, 2017. The contract shall be between Arthur Field (and any entity he may create for this work) and CIF, and provide that CIF shall receive more than 50% of the gross profits (as reasonably defined) derived from any such endeavors. This agreement shall broadly cover all sources of revenues which are directly or indirectly derived from Arthur Field's experiences with CIF, including but not limited to writings, productions, films, media publications, interviews, lectures, licensing, and so forth.

H. Members of CIF Relinquish Limited Liability Company Membership

Upon execution of this Agreement, Arthur Field, Brad Kelley, Bart Kelley, and Log Cabin Financial, LLC shall each execute a recordable Membership Termination Agreement in the form attached hereto as Exhibit 11, which shall terminate such person's membership ownership interest in CIF and rights applicable thereunder and transfer such ownership interests and rights to the current class of noteholders of CIF. The executed Membership Termination Agreements shall be delivered to CIF counsel to be held in trust pending the Court's approval of this settlement. Upon approval of the settlement by the Court, all of the Membership Termination Agreements shall be immediately delivered to CIF and CIF shall pay the sum of \$1 per membership percentage interest transferred in full consideration thereof, whereupon each of the named persons shall thereafter have no ownership in CIF and all rights and claims thereof are forever relinquished. In the event the Court declines approval of the settlement, the Membership Termination Agreements shall be immediately returned to the respective persons.

I. Other Conditions:

- i. At the settlement approval hearing, Arthur Field will provide a verified financial statement of his assets and liabilities. The financial statement shall include actual amounts where reasonably available, reasonable estimates of values where actual amounts are not reasonably available, and nomenclature which clearly distinguishes between actual and estimated amounts. Arthur Field will attest under oath as to the veracity of such financial statement, including the basis for which amounts were determined. The financial statement itself will be confidential as to the Court, the Receiver, and its attorneys. The truthfulness of this financial statement is and will be a material representation upon which the Plaintiffs and the Receiver are relying as their basis for agreeing to the settlement.
- ii. Upon approval by the Court, this settlement will be full and final as to all parties identified herein, with the sole exception if it is later demonstrated Arthur Field has made a material misrepresentation to the Court regarding his verified financial disclosure set forth in sub-part i (above). This Agreement contains terms and conditions of certain events to happen in the future. The parties agree that the Judge Edward W. Miller, the presiding judge in the

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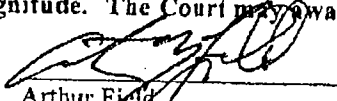
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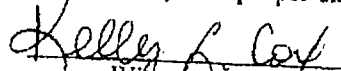
- Tomz Case, shall have sole and exclusive jurisdiction regarding any dispute related to the enforcement, performance or non-performance of any future obligation contained herein (including any integral components hereof).
- iii. To the extent any party is required to make any payment at any future date pursuant to this Agreement, that party specifically agrees that such obligation is non-dischargeable by bankruptcy.
 - iv. All documents referenced herein as Exhibits (Petitions, Leases, Assignments of Note and Mortgage, Deeds, and Note and Mortgage) are integral components of this Agreement and the settlement.
 - v. The parties agree that any payment made by Tailon, Allyson Field, Arthur Field, or any entity or trust related to any of them, in cash or in kind, tangible or intangible, may be credited to the 'account' of Arthur Field, as 'return of earned salary', for all purposes related hereto, and for further purposes of rescinding restitution as described in Paragraph 8. However, such payments or transfers shall serve as sufficient consideration for (1) all releases running to all of the named parties or entities under Paragraphs 3, 4 and 5; and (2) all dismissals with prejudice of any past, pending or future matter, other than those related solely to enforcement of the obligations of this Agreement, as specifically set forth immediately above.
 - vi. All parties to this Agreement shall cooperate with each other fully, timely, without delay or hindrance, where and when necessary in order for all parties to comply with the terms and conditions hereof. Such cooperation shall include, but not necessarily be limited to, providing proper and current physical and email addresses for notification purposes and executing documents reasonably necessary to effect the spirit, intent, and terms of this Agreement and the settlement.
 - vii. **Time is of the Essence.**

IMPORTANT ACKNOWLEDGMENT & DECLARATION BY ARTHUR FIELD

Prior to the execution of this Agreement, Arthur Field's representatives have reported that Mr. Field was recently admitted for in-patient psychiatric treatment. Arthur Field hereby acknowledges and declares that at the time of executing this Agreement that he is of sound mind, in full control of his mental faculties, and that he is freely and voluntarily entering into this binding Agreement. He hereby acknowledges and declares that he has had adequate time and opportunity to cognitively review and to negotiate the terms of this Agreement, and to consult with the legal counsel of his choosing. Mr. Field further acknowledges and declares that he has not forced, coerced or under any duress of by any means or manner before choosing to sign this Agreement.

Subsequent to the execution of this Agreement (and its approval by the Court), should any party file any suit or claim wherein he/she/they/it attempt(s) to revoke or disqualify any term of this Agreement for any reason, the parties agree that the that the prevailing party shall be entitled a minimum of \$250,000.00 as liquidated damages for defending, responding or enforcing the terms of this Agreement. This figure is based upon and derived from the estimated attorney's fees and expenses past litigation has entailed between/among these parties for addressing issues of similar scope and anticipated magnitude. The Court may award a greater sum upon a proper showing by the prevailing party.


Arthur Field


Witness

[Signature Pages to Follow]

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By signature placed below, each of the undersigned acknowledges that he or she has read this Agreement, understands it, has received a complete copy of it including all Exhibits, has had the opportunity to review it with legal representation of his or her choice, and accordingly does hereby approve this Agreement, consents to it, and agrees to be bound to all of the terms contained within it, and asks the applicable court to approve this Agreement:

- 1. Attorney for Plaintiffs and Capital Investment Funding, LLC

Rodney F. Pillsbury
Rodney F. Pillsbury, Esq.
Pillsbury Law Firm, LLC
25 Mills Avenue
Greenville, SC 29605
Phone: (864) 241-9828
Email: Rodney@PillsburyFirm.Law

- 2. Attorney for Plaintiffs and as Co-Lead Class Counsel in the Tomz matter

Gene M. Connell, Jr.
Gene M. Connell, Jr., Esq.
Kelaheer, Connell & Connor, P.C.
Post Office Drawer 14547
Surfside Beach, SC 29587
Phone: (843) 238-5648
Email: gconnell@classactlaw.net

- 3. Attorney for Plaintiffs and as Co-Lead Class Counsel in the Tomz matter

Stanley T. Case
Stanley T. Case, Esq.
Butler Means Evins & Browne, P.A.
Post Office Drawer 451
Spartanburg, SC 29304
Phone: (864) 582-5630
Email: scase@butlermeans.com

- 4. Attorney for Capital Investment Funding LLC

George Brandt, III
George Brandt, III, Esq.
Henderson Brandt & Veith, P.A.
360 East Henry Street, Suite 101
Spartanburg, SC 29302
Phone: (864) 582-2962
Email: gbrandt@hbvlaw.com

- 5. Attorney for Capital Investment Funding LLC

Christopher H. Westrick
Christopher H. Westrick, Esq.
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.
5 Becker Farm Road Roseland, NJ 07068
Phone: (973) 994-1700
Email: CWestrick@carellabyrne.com

- 6. Court-appointed Receiver for Capital Investment Funding, LLC (and as Manager for Capital Investment Funding, LLC and its subsidiaries)

Jerry T. Saad
Jerry T. Saad, Court Appointed Receiver and Manager
Jerry T. Saad, CPA, PA
1249 S. Pleasantburg Dr. Greenville, SC 29605
Phone: (864) 422-9949
Email: jerrysaad@charter.net

- 7. Plaintiff-Harold Brooks

Harold Brooks
Harold Brooks, Plaintiff, Individually and as Personal Representative of Estate of Clara Louise Brooks, Plaintiff

- 8. Plaintiff-Benjamin Brooks

Benjamin Brooks
Benjamin Brooks, Plaintiff, Individually

- 9. Plaintiff-William F. Tomz

William F. Tomz
William F. Tomz, Plaintiff, Individually

- 10. Plaintiff-Frances W. Tomz

Frances W. Tomz
Frances W. Tomz, Plaintiff, Individually

- 11. Plaintiff-Sharon Finch

Sharon Finch
Sharon Finch, Plaintiff, Individually

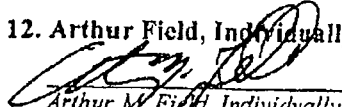
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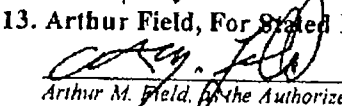
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By signature placed below, each of the undersigned acknowledges that he or she has read this Agreement, understands it, has received a complete copy of it including all Exhibits, has had the opportunity to review it with legal representation of his or her choice, and accordingly does hereby approve this Agreement, consents to it, and agrees to be bound to all of the terms contained within it, and asks the applicable court to approve this Agreement:

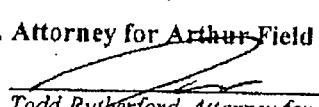
12. Arthur Field, Individually


Arthur M. Field, Individually

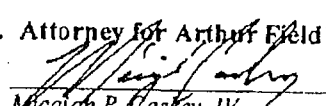
13. Arthur Field, For Stated Entities


Arthur M. Field, as the Authorized Member or Manager for the following current or former entities:
i. Aladdin's Cafe & Grill, LLC ii. Epic Entertainment & Equipment Co., LLC
iii. Custina, LLC iv. Balingbroke United (England) Ltd v. Mitchell Funding, LLC
vi. Lion Financial, LLC vii. CIF FC, LLC
viii. Krondor Trading Co., LLC ix. Young Players Support Group, Inc.
x. Bradford Financial Group, LLC xi. RAAF Enterprises, LLC
xii. Monmouth Financial Group, Ltd xiii. Carolina Pops Orchestra, Inc. xiv. He Will Provide, LLC
xv. Epic Entertainment, LLC

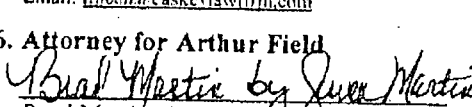
14. Attorney for Arthur Field


Todd Rutherford, Attorney for Arthur Field
2113 Park St.
Columbia, SC 29201
Phone (803) 256-3003


15. Attorney for Arthur Field


Micajah P. Caskey, IV
Attorney for Arthur Field
146 State St.
West Columbia, SC 29169
Phone (803) 724-3624
Email: micah@caskeylawfirm.com

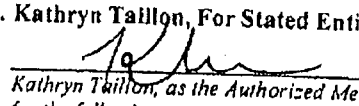
16. Attorney for Arthur Field


Brad Martin, Attorney for Arthur Field
Bradford Neal Martin & Associates, PA
201 W. McAbee, Suite 302 with permission
Greenville, SC 29601
Phone (864) 552-9990
Email: bmartin@bnmlaw.com

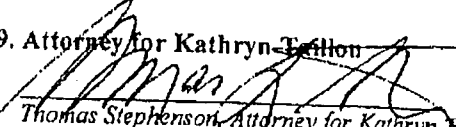
17. Kathryn Taillon, Individually


Kathryn Taillon, Individually


18. Kathryn Taillon, For Stated Entities Individually


Kathryn Taillon, as the Authorized Member or Manager for the following current or former entities:
i. Blenheim Properties, LLC; iv. York Mortgage Funding, LLC
ii. Bountiful Bingo, LLC; v. Hakuno Industries, Inc.
iii. Pelican Way Financial, LLC

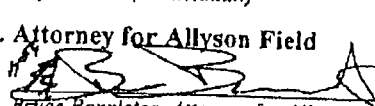
19. Attorney for Kathryn Taillon


Thomas Stephenson, Attorney for Kathryn Taillon
Stephenson & Murphy, LLC
207 Whitsett St.
Greenville, SC 29601
Phone (864) 370-9400
Email: tom@stephensonmurphy.com

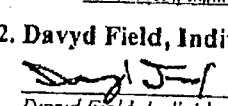
20. Allyson Field, Individually


Allyson Field, Individually

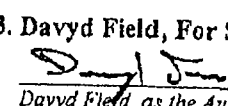
21. Attorney for Allyson Field


Bruce Bannister, Attorney for Allyson Field
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401 Pettigru St.
Greenville, SC 29601
Phone (864) 298-0084
Email: bbannister@bannisterwyatt.com

22. Davyd Field, Individually


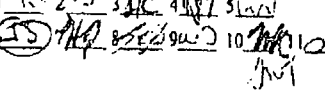

Davyd Field, Individually

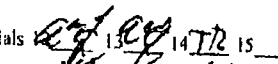
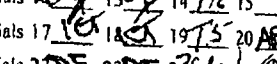
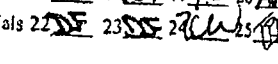








23. Davyd Field, For Stated Entities


Davyd Field, as the Authorized Member or Manager for the following current or former entities:
i. Truzom, LLC ii. Capital Interstate Funding, LLC

24. Kirsten White, Individually

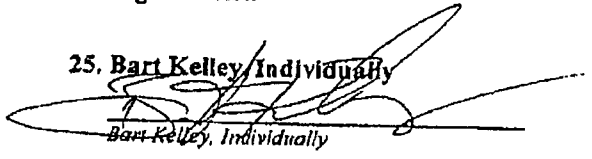

Kirsten White f/k/a Kirsten Gant, Individually and as Owner of Empire Document Service

Initials 1 
Initials 2 

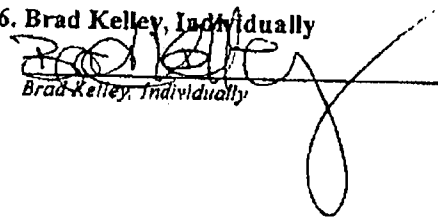
Initials 13 
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Initials 23 
Initials 24
Initials 25
Initials 26
Initials 27

By signature placed below, each of the undersigned acknowledges that he or she has read this Agreement, understands it, has received a complete copy of it including all Exhibits, has had the opportunity to review it with legal representation of his or her choice, and accordingly does hereby approve this Agreement, consents to it, and agrees to be bound to all of the terms contained within it, and asks the applicable court to approve this Agreement:

25. Bart Kelley, Individually


Bart Kelley, Individually

26. Brad Kelley, Individually


Brad Kelley, Individually

Initials 1 ll 2 9x 3 3 4 103
Initials 5 SS 6 MS 7 20 8 W 9 10 10 11 11 12

Initials 12 12 13 13 14 14 15 15 16 16
Initials 17 17 18 18 19 19 20 20 21 21
Initials 22 22 23 23 24 24 25 25 26 26 27 27

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

Harold Brooks, Individually and
as Class Representatives, et al,

Plaintiff,

vs.

Arthur M. Field, et al,

Defendant.

Civil Action No. 6:14-cv-2267-BHH

ORDER OF DISMISSAL

The Court having been advised by counsel for the parties that the above action has been settled,

IT IS ORDERED that this action is hereby dismissed without costs and without prejudice. If settlement is not consummated within sixty (60) days, either party may petition the Court to reopen this action and restore it to the calendar. Rule 60(b)(6), F.R.Civ.P. In the alternative, to the extent permitted by law, either party may within sixty (60) days petition the Court to enforce the settlement. Fairfax Countywide Citizens v. Fairfax County, 571 F.2d 1299 (4th Cir. 1978). By agreement of the parties, the court retains jurisdiction to enforce the settlement agreement. Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 381-82 (1994).

The dismissal hereunder shall be with prejudice if no action is taken under either alternative within sixty (60) days from the filing date of this order.

IT IS SO ORDERED.

s/ Bruce H. Hendricks
Bruce H. Hendricks
United States District Judge

March 20, 2017
Greenville, South Carolina

Christopher H. Westrick (043721997)
CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO
5 Becker Farm Road
Roseland, New Jersey 07068
(973) 994-1700
Attorneys for Plaintiff
Capital Investment Funding, LLC

CAPITAL INVESTMENT FUNDING, LLC,

Plaintiff,

vs.

CALVARY ASSET MANAGEMENT, LLC;
ROBERT SYPHER, an individual; ELLIOT
SALZMAN, an individual; 457 CARLTON
ROAD, LLC; ARTHUR FIELD, an individual;
JOHN DOES 1-10 (fictitious names); and ABC
CORPORATIONS 1-10 (fictitious names),

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: BERGEN COUNTY
: DOCKET NO: BER-3790-12

:
: Civil Action

:
: **STIPULATION OF DISMISSAL**
: **WITH PREJUDICE**

The matter in difference in the above-entitled action having been amicably adjusted by and among the parties, it is hereby stipulated and agreed that the same be and is hereby dismissed with prejudice as against defendant, Arthur Field.

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO
Attorneys for Plaintiff
Capital Investment Funding, LLC.

By: 
CHRISTOPHER H. WESTRICK

Dated: January 10, 2018

#646292v1

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William F. Tomz and Francis W. Tomz,
Individually and as Class Representatives,

Plaintiffs,

vs.

Capital Investment Funding, LLC, and
Arthur M. Field,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2008-CP-23-3665

ORDER

This matter comes before me upon to address several motions and matters currently pending before the Court. By and through its court-appointed receiver ("Receiver"), Capital Investment Funding, LLC ("CIF") has filed the following motions:

1. Plaintiffs' Motion to Approve Class Settlement and ratify the Global Settlement Agreement (GSA) by the Class ("Motion To Approve GSA") dated 3/8/2017;
2. Plaintiffs' Amended Motion to Defendant Arthur Field Compelling Compliance To The Terms of the Global Settlement Agreement ("Motion To Comply-Field (Restitution)"), filed August 18, 2017. This motion alleged that Defendant Field (hereinafter "Defendant Field") has failed to fulfill his obligation under the terms of the GSA to schedule a hearing to modify his restitution and parole terms ("Restitution Hearing") and sought this Court to direct Defendant Field to have the Restitution Hearing promptly, or in the alternative, find that Defendant Field has willfully failed to comply with the material terms of the GSA and sanction him accordingly.
3. Plaintiffs' Motion As To Allyson Field, Kathryn Taillon & Arthur Field To Comply With The Terms of the Global Settlement Agreement ("Motion To Comply-Field (Insurance)"), filed July 26, 2017. This motion alleged the property located at 310 Thornblade Blvd., Greer, South Carolina ("Thornblade Property"), which is a material component of the GSA, incurred damaged from a hail storm that occurred in March 2017, and sought this Court to: (a) declare these parties are responsible for restoring the Thornblade Property to the condition existing at the time the GSA was executed; (b) order repairs to the Thornblade Property be conducted with this Court's oversight to ensure proper conduct, with due haste to minimize any additional consequential damages; (c) order the named parties to immediately deliver all insurance proceeds to CIF counsel, to be held in escrow, and require all receipts and disbursements of insurance proceeds related to such damage and repairs be conducted with this Court's oversight to ensure proper application of funds; and (d) declare that CIF is not

responsible for paying any deductible amount of the insurance policy; and sought appropriate sanctions and attorney fees; and

4. Plaintiffs' Motion to Kirsten White To Comply with the Terms of the Global Settlement Agreement Executed on February 24, 2017 ("Motion To Comply-White"), filed July 26, 2017. This motion sought to compel Kirsten White to comply with the Global Settlement Agreement ("GSA") regarding the insurance, inspection and sale of her residence and sought appropriate sanctions and attorney fees.

Each of these matters were addressed in a hearing held by this Court on November 27, 2017. The following counsel appeared on behalf of the following parties:

Capital Investment Funding:
George Brandt, III, Esq.
Stanley T. Case, Esq.
Rodney F. Pillsbury, Esq.

Arthur M. Field, Jr.:
Micajah P. Caskey, Esq.
Bradford Martin, Esq.

Allyson Field
Luke Burke, Esq.

Kathryn Taillon
Jeffrey P. Dunlaevy, Esq.

Regarding the Motion To Approve GSA

Upon its approval, the GSA settles all matters, claims and litigation recited therein between and among the parties to the agreement. By its terms the GSA also resolves matters pending in this case relate to multiple complaints as to Arthur Field's willful violations of the terms of the original Mediated Global Settlement Agreement, memorialized by order of this Court on August 24, 2009, including:

1. Orders and Rules to Show Cause dated 4/1/2013, 8/19/2013 and 10/1/2013 and rulings thereon, and appeal therefrom pending in the South Carolina Court of Appeals (Appellate #2013-002676);
2. Order and Rule to Show Cause dated 9/8/2016 and proceedings thereon;
3. Order to Produce Records dated 12/15/2016 and Supplemental Order dated 1/12/2017 and any and all subsequent proceedings thereon; and
4. Defendant Arthur Field's Motion to Dismiss all prior or pending Orders relating to Rules to Show Cause by Defendant Field dated 3/10/2017 and all subsequent proceedings thereon.

Counsel for CIF noted to this Court that a similar hearing on these matters was held by this Court on September 5, 2017. At that time, this Court:

1. Directed Defendant Field to request a hearing to take place on his motion to modify his restitution in the pending criminal case: State of South Carolina v. Arthur M. Field, C.A. 2012-GS-47-08 (Ct of General Sessions, Anderson County, SC);
2. Ordered Defendants Arthur Field, Kathryn Taillon and Allyson Field to complete all requirements regarding the 310 Thornblade Blvd. property; and
3. Ordered Defendant Kirsten White to comply with all outstanding the terms and obligations that pertained to her and her residence at 5 Aldgate Way, Greer, SC.

Counsel for CIF then updated the Court on the status of compliance with the GSA and with previous orders of this Court. The restitution hearing took place before Judge Cordell Maddox on November 1, 2017. The parties to that proceeding reached an agreement that was put on the record. This Court then confirmed that Judge Maddox had this day signed a written order memorializing those terms. Counsel for CIF then proffered an addendum to the GSA that reflects and incorporates the changes to the GSA affected by the matters agreed to in Judge Maddox's order. [Exhibit 1, Addendum] Upon inquiry of this Court, there were no objections to the Addendum.

This Court finds and concludes that, in accordance with the requirements of South Carolina law, the "Addendum to the Global Settlement Agreement" ("Addendum") presented to this Court at the hearing on November 27, 2017, properly incorporates the matters addressed by Judge Maddox in the above-referenced order. This Court further finds that the Addendum modifies the GSA solely to the issue of restitution order to be paid by Arthur Field in the matter: State of South Carolina v. Arthur M. Field, C.A. 2012-GS-47-08 (State Grand Jury of South Carolina), and does not affect any other party to the GSA other than Arthur Field. This Court further finds the amendments to the GSA as set forth in the Addendum are acceptable.

This Court notes that in the hearing of the Motion to Approve the GSA held on March 27, 2017, this Court took the matter under advisement and deferred a decision thereon. Since then, over the course of the last seven months, this Court has reflected and deliberated over the many comments made by Class members, who lost significant sums of money from their investment in CIF, and over the Receiver's testimony and recommendations. With the amendments to the GSA as set forth in the Addendum, this Court now concludes and finds that approval of the GSA is in the best interest of the Class. **Accordingly, this Court hereby approves the GSA as amended by the Addendum, and Orders that all parties to the GSA have been and shall continue to be duty bound to fulfill obligations set forth therein.**

This Court also reminds all parties to the GSA that this Court found and stated, in its Order dated October 25, 2017 the following:

1. The language of the GSA is clear, concise, specific, and unambiguous.
2. Section 14.I.vi. of the GSA specifically binds all parties to cooperate with each other fully, timely and without delay.
3. Section 14.I.vii. states emphatically that **TIME IS OF THE ESSENCE.**

This Court further reminds all parties to the GSA that, pursuant to Section 14.I.ii. of the GSA, this Court retains sole and exclusive jurisdiction relating to all matters of enforcement or non-performance of the GSA. This Court hereby notifies all parties to the GSA that this Court will enforce strict and timely adherence and performance by all parties to the GSA.

This Court further orders that all parties to the GSA sign the Addendum. **Due to the time deadlines set forth within the GSA, the Court directs all parties (or their counsel) to execute an original signature and their initials to the Addendum and to deliver such to CIF Attorney Rodney Pillsbury no later than 5:00 PM (EST) Thursday, November 30, 2017; provided however, that if any party is unable to deliver the original executed Addendum by that date and time, then such party shall scan/email or fax the executed Addendum to CIF Attorney**

Rodney Pillsbury [email: Rodney@pillsburyfirm.law] or [fax: 864-370-0599] by such time and then deliver the original executed Addendum to CIF Attorney Rodney Pillsbury's office: Pillsbury Law Firm, LLC, 25 Mills Ave., Greenville SC 29605 no later than 5:00 PM (EST) Wednesday, December 6, 2017.

Regarding Plaintiffs' Motion To Comply-Field (Restitution)

Counsel for CIF noted that, while this Court heard this Motion on September 5, 2017 and issued its Order on October 25, 2017 mandating Defendant Field to schedule the restitution hearing, this Court did not address Plaintiff's specific requests contained in the Motion seeking sanctions and attorney fees as a result of the Defendant Field's unreasonable delays and failure to timely schedule the restitution hearing as required under the GSA. This Court shall not rule on this request at this time, but rather will continue this matter until a hearing to be held by this Court on December 7, 2017, at which time this Court shall allow the parties to present information, testimony and evidence thereof.

Regarding Plaintiffs' Motion To Comply-Field (Insurance)

Counsel for CIF noted that, while this Court heard this Motion on September 5, 2017 and issued its Order on October 25, 2017 mandating delivery of insurance information to CIF and cooperation between all parties, this Court did not address Plaintiff's specific requests contained in the Motion seeking sanctions and attorney fees as a result of the defendants' unreasonable delays and failure to act as required under the GSA. Counsel for CIF further noted that the matter of the insurance proceeds is still unresolved as the defendants are still holding the insurance proceeds. Upon this Court's inquiry, Mr. Luke Burke, representing defendant Allyson Field, acknowledge that his firm did hold the insurance proceeds in its escrow account and has not delivered these funds to CIF because CIF has not demanded the funds. Counsel for CIF noted that no demands are necessary because the GSA explicitly states that all insurance proceeds are to be paid to CIF.

Upon further inquiry of the insurance matter, Field's counsel voluntarily proffered Defendant Arthur Field to give testimony on the matter.

Once sworn, Defendant Field provided a timeline of events. Other persons present took issue with the sequence and substance of Defendant Field's compliance with section 14 of the GSA as it pertains to naming CIF as an additional insured; his submitting a claim for property damage from a hail storm; his depositing of the insurance proceeds in his own bank account; and his subsequently transferring those funds to Allyson Field's counsel in two separate installments.

The Court is concerned about the veracity of the sworn testimony provided by Arthur Field on this matter. This Court ordered from the bench that the defendants' counsel obtain all of the insurance records from the insurance company and deliver such information to this Court by noon, on Monday, December 4, 2017. This Court shall review this insurance information and compare the information to the testimony provided by Defendant Field. This Court shall not rule on this matter at this time, but rather will continue this matter until a hearing to be held by this Court on December 7, 2017, at which time this Court shall allow the parties to present information, testimony and evidence thereof.

Regarding Plaintiffs' Motion to Compel Kirsten White

On July 26, 2017 Plaintiffs filed a motion to compel Kirsten White to comply with the terms and obligations of the GSA. Since executing the GSA in February 2017, Defendant White has failed to make her home available for inspection and has failed to contract with a real estate agent to list her house for sale, despite her explicit obligations to do so under the terms of the GSA. At the September 5, 2017 hearing, the Court examined Ms. White about her non-compliance. The Court rejected her excuses and explanations and ordered her to comply with the GSA – namely, to make the house available inspection; to provide the Receiver with all documentation related to homeowner's insurance coverage and, if applicable, all documentation related to

insurance claims for repairs; and to execute an agreement to sale the home with a licensed real estate agent of her choosing.

At the hearing on November 27, 2017, counsel for CIF informed the Court that every attempt to contact Defendant White via telephone, email, letter and text have has been ignored. Despite receiving notice of the hearing,¹ Defendant White failed to appear.

As a threshold matter, the Court grants Plaintiffs' motion to compel filed on July 26, 2017. Pursuant to Rule 37(a)(4) of the South Carolina Rules of Civil Procedure, the Court orders that Defendant White shall pay the attorney's fees and costs associated with the filing of Plaintiffs' motion. The Court directs counsel for Plaintiffs to file a petition for fees within ten (10) days of entry of this order, and the court will schedule a hearing at the appropriate time. Any fees and costs awarded shall be deducted from any sums otherwise due to Defendant White from the proceeds of the sale of the 5 Aldgate Way property, as set forth in the GSA.

In addition, based upon the Court's direct inquiry with Defendant White and her deliberate refusal to comply with the terms of the GSA which she freely and voluntarily negotiated and executed on her on accord, the Court finds Defendant White to be in willful contempt of her obligations of the GSA and of the orders of this Court, as memorialized in the order entered October 25, 2017. It should be noted that Defendant White has admitted in a prior hearing that she provided false and misleading deposition testimony regarding to the disappearance of the original noteholder files.

In the September 5, 2017 hearing, Defendant White indicated she would cooperate fully with CIF's counsel to facilitate the inspection and sale of the home. CIF's counsel reports that despite numerous attempts via every means possible, Defendant White has refused to respond, much less cooperate. The Court finds Defendant White to be in willful contempt of this court.

¹Arthur Field testified under oath that he sent a text to Kirsten White on November 26, 2017, reminding her about the hearing held on November 27, 2017.

Section 14 of the GSA addresses the exchanges of title and mortgages among the parties. Under Section 14(D)(viii)(d), Defendant White is scheduled to receive 80% of the net proceeds after satisfying CIF's mortgage and all other liens and expenses identified therein. Defendant White may purge herself of the finding of contempt with the payment of 10% of the net proceeds. Thus, under Section (D)(viii)(d), if Defendant White wishes to clear the finding of contempt, Defendant White will receive 70% of the net proceeds. The remaining 30% will go to CIF.

If Defendant White elects not to dissolve the contempt finding in this matter, or if this obligation is not settled within five (5) business days of the closing, the Court will hold a separate hearing to determine other penalties and/or punishments.

It is so ordered, this ____ day of November, 2017.

The Honorable Edward W. Miller
Presiding Judge, 13th Judicial Circuit



Greenville Common Pleas

Case Caption: William F Tomz , plaintiff, et al vs. Capital Investment Funding Llc ,
defendant, et al
Case Number: 2008CP2303665
Type: Order/Other

So Ordered

s/ Edward W. Miller

Electronically signed on 2017-12-01 10:08:52 page 9 of 9

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William F. Tomz and Francis W. Tomz,
Individually and as Class Representatives,

Plaintiffs,

vs.

Capital Investment Funding, LLC, and
Arthur M. Field,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2008-CP-23-3665

ORDER

This order memorializes all rulings from the bench regarding the Hearing on December 7, 2017 in the above-captioned matter:

By order entered December 1, 2017, this Court has granted Plaintiffs' motion to approve the settlement of the Global Settlement Agreement ("GSA"), filed March 8, 2017. The GSA has been approved and its terms are now an order of the Court. Accordingly, all deeds shall be immediately recorded. All monies and payments due under the GSA shall be made and transferred in accordance with the respective terms of the GSA. CIF represented to the Court that it discharged its *lis pendens* on the St. Augustine property as required by the GSA. The appropriate orders of dismissal shall be filed in the respective courts as it pertains to the parties of the GSA.

Attorney for Allyson Field had tendered the insurance proceeds from State Farm Insurance for the roof damage claim at the Thornblade property. However, counsel for Ms. Field conditioned acceptance of the insurance funds. The court finds those conditions to be invalid. CIF's Receiver may deposit those funds into the CIF account without condition or limitation.

Insurance Claim Documentation for Thornblade Property

At the November 27, 2017 hearing, the Court ordered Mr. Field's counsel to obtain the records from the insurance company regarding the damages claim filed this spring to verify the statements Mr. Field gave under oath about that claim and the handling of insurance matters. Both

counsel for CIF and counsel for Mr. Field reported that the insurance carrier (State Farm) had not produced the requested information.

The Court has directed both parties, as named insureds under the policy, to obtain that information from State Farm as soon as possible. Once obtained, the parties are to provide the Court with unredacted complete copies. The Court will reconvene a hearing at that time, if necessary.

Contempt of Court for Kirsten White

In its December 1, 2017 order, the Court found Ms. White to be in contempt of court for her deliberate refusal to comply with the terms of the GSA. Ms. White appeared at the December 7, 2017 hearing. She acknowledged that she had received notices of the November 27, 2017 hearing. She provided no acceptable excuse for not attending it.

At the December 7, 2017 hearing, she acknowledged that she is obligated to vacate the premises on or before December 31, 2017.

Ms. White has been under obligation to permit CIF to inspect the premises since March 2017. Thus far, she has willfully refused to cooperate in permitting this to happen. At the hearing, these parties agreed that the inspection will occur on December 15, 2017 at 10:00 AM. Should the court learn that Ms. White has in any way obstructed this inspection from moving forward, the Court admonished Ms. White that a sheriff's deputy will be sent to bring her to court to explain why.

CIF stated that the few checks it had received from Ms. White for her monthly payment obligation under the GSA could not be negotiated because Ms. White made them out jointly to CIF and Kathryn Taillon. The Court orders that any amount Ms. White owes for the monthly payment obligations under the GSA will be deducted from her net proceeds she might otherwise be due from the sale of the house (in addition to the attorney's fees and penalties set forth in this

Court's order of December 1, 2017). The Court will address the amount of these fees and costs at its next hearing. CIF is directed to file its petition within ten (10) days of entry of this order.

Miscellaneous Items:

Regarding the entertainment royalty agreement, Arthur Field and CIF presented proposed agreements to each other. As of the hearing, no agreement had been finalized. The Court directs these parties to finalize an agreement on or before December 31, 2017. If additional time is needed, either party may file a request with the Court.

Also, under the terms of the GSA, Arthur Field understands that he is obligated to appear in this Court to testify under oath about the financial statement he has provided to CIF. Mr. Field is responsible for his own expenses and costs associated with traveling to the hearing. If the parties cannot agree to a time and date for this hearing, either party may notify the court about scheduling issues.

Any signatures missing from the Addendum attached to the December 1, 2017 order shall be provided to CIF no later than December 13, 2017. If any signatures have not been received by CIF by that time, CIF is instructed to notify this Court of such so that the matter may be dealt with accordingly.

It is so ordered, this ____ day of December, 2017.

The Honorable Edward W. Miller
Presiding Judge, 13th Judicial Circuit

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	C.A. No.: 2008-CP-23-3665
COUNTY OF GREENVILLE)	
William F. Tomz and Francis W. Tomz,)	
Individually and as Class Representatives)	
Plaintiffs,)	CERTIFICATION OF CONSULTATION
)	
vs.)	
)	
Capital Investment Funding, LLC, and)	
Arthur M. Field,)	
Defendants.)	
)	

Pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, counsel certifies that consultation would serve no useful purpose.

BUTLER, MEANS, EVINS & BROWN, PA

/s/ Stanley T. Case
Stanley T. Case
SC Bar No. 001158
P.O. Drawer 451
Spartanburg, SC 29304
Office: 864-582-5630
Facsimile: 864-585-2034
scase@butlermeans.com

HENDERSON, BRANDT & VIETH, PA.

/s/ George Brandt, III
George Brandt, III
SC Bar No. 00855
360 E. Henry St., Suite 101
Spartanburg, SC 29302
Office: 864-583-5144
Facsimile: 864-582-2927
gbrandt@hbvlaw.com

Attorney for Plaintiffs

December _____, 2017
Greenville, South Carolina



Greenville Common Pleas

Case Caption: William F Tomz , plaintiff, et al vs. Capital Investment Funding Llc ,
defendant, et al
Case Number: 2008CP2303665
Type: Order/Other

So Ordered

s/ Edward W. Miller

Electronically signed on 2017-12-21 14:01:54 page 5 of 5

From: Miller, Edward W. [mailto:emiller@sccourts.org]
 Sent: Monday, January 8, 2018 2:30 PM
 To: micah@caskeylawfirm.com
 Cc: Jerry Saad <jerryasad@saadandmanios.com>; Buck Brandt <gbrandt@hbvlaw.com>; 'scase@butlermeans.com' <scase@butlermeans.com>; Rodney Pillsbury (Rodney@PillsburyFirm.law) <Rodney@PillsburyFirm.law>; Bruce Bannister (bbannister@bannisterwyatt.com) <bbannister@bannisterwyatt.com>; leff@stephensonmurphy.com; Thomas L. Stephenson (tom@stephensonmurphy.com) <tom@stephensonmurphy.com>; Brad Martin <bmartin@bnmlaw.com>; Miller, Edward W. Law Clerk (Rebecca Jennings) <emillerlc@sccourts.org>
 Subject: Tomz v. CIF hearing of 1/8/18

Mr. Caskey and all others copied on this mail,

I have been provided with e-mail exchanges concerning today's aborted hearing in the above matter.

I find it Inexcusable that notice of assertion of the blanket protection provided to "Lawyer-Legislators" by the SC Supreme Court Administrative Order, dated May 19, 2017, was not provided until 7:50 a.m. on today's date. It is particularly disturbing in light of the e-mail communications between counsel concerning document exchange, dated December 29, 2017 and January 5, 2018.

The purpose of the Administrative Order is to protect those individuals from court appearances which would conflict with legislative duties. I set the hearing today to avoid any such conflict, the legislature has not been convened for 2018. The Order is intended as a shield and it is not intended to be used to avoid court obligations which do not conflict with the legislative session.

I will monitor the Legislative schedule and I will set this hearing during the first week that the legislature is not called to Columbia.

Edward W. Miller

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William F. Tomz and Francis W. Tomz,  
Individually and as Class Representatives,

Plaintiffs,

vs.

Capital Investment Funding, LLC, and  
Arthur M. Field,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2008-CP-23-3665

ORDER

This order addresses several motions and matters currently pending before the Court. By and through its court-appointed receiver, Capital Investment Funding, LLC ("CIF") has filed the following motions:

1. Plaintiffs' Motion to Kirsten White To Comply with the Terms of the Global Settlement Agreement Executed on February 24, 2017, filed July 26, 2017. This motion sought to compel Defendant White to comply with the Global Settlement Agreement regarding the insurance, inspection and sale of her residence;
2. Plaintiffs' Motion As To Allyson Field, Kathryn Taillon & Arthur Field To Comply With The Terms of the Global Settlement Agreement, filed July 26, 2017. This motion alleged the property ("Property") located at 310 Thornblade Blvd., Greer, South Carolina, which is a material component of the Global Settlement Agreement ("GSA"), incurred damaged from a hail storm that occurred in March 2017, and sought this Court to: (a) declare these parties are responsible for restoring the Property to the condition existing at the time the GSA was executed; (b) order repairs to the Property be conducted with this Court's oversight to ensure proper conduct, with due haste to minimize any additional consequential damages; (c) order the named parties to immediately deliver all insurance proceeds to CIF counsel, to be held in escrow, and require all receipts and disbursements of insurance proceeds related to such damage and repairs be conducted with this Court's oversight to ensure proper application of funds; and (d) declare that CIF is not responsible for paying any deductible amount of the insurance policy; and

3. Plaintiffs' Amended Motion to Defendant Arthur Field Compelling Compliance To The Terms of the Global Settlement Agreement, filed August 18, 2017. This motion alleged that Defendant Arthur Field (hereinafter "Defendant Field" or "Field") has failed to fulfill his obligation under the terms of the GSA to schedule a hearing to modify his restitution and parole terms ("Restitution Hearing") and sought this Court to direct Defendant Field to have the Restitution Hearing promptly, or in the alternative, find that Defendant Field has willfully failed to comply with the material terms of the GSA and sanction him accordingly.

The Court has two (2) other matters still under advisement: Plaintiffs' Motion to Approve the Global Settlement Agreement, filed March 8, 2017 and various Rules to Show Cause as to Defendant Field related to multiple complaints as to his willful violations of the terms of the original Mediated Global Settlement Agreement, memorialized by order of this Court on August 24, 2009. These matters were addressed in a hearing held on September 5, 2017.

The following counsel appeared on behalf of the following parties:

Capital Investment Funding:

George Brandt, III, Esq.

Stanley T. Case, Esq.

Gene Connell, Esq.

Rodney F. Pillsbury, Esq.

Arthur M. Field, Jr.:

Micajah P. Caskey, Esq.

Bradford Martin, Esq.

Allyson Field

Bruce Bannister, Esq.

Kathryn Taillon

Jeffrey P. Dunlaevy, Esq.

Kirsten White, pro se.

Upon convening the hearing, and upon inquiry of counsel, it was brought to this Court's attention that Defendant Field engaged and brought a private court reporter to this hearing for the sole purpose of recording this Court's proceedings, and specifically to include the private conversations between myself and my law clerk. This Court advised and admonished counsel that this action is in clear violation of Rule 605(b) SCACR, which prohibits the recording of any court proceeding. This Court further advised that, as with every prior proceeding and hearing in this case, the hearing proceedings were documented and transcribed solely by the Court's court reporter, who is approved and assigned by Court Administration. This Court then dismissed the private court reporter who was in attendance at Defendant Field's request. This Court then further advised that any recording by anyone other than the Court Administration's court reporter was prohibited and any violation of such by anyone could be dealt with as contempt of court.

This Court further advised that any conversations between judges and their law clerks are privileged, as are the conversation between counsel and their clients, and are not includible in the records of the proceedings.

At the beginning of the hearing, CIF's counsel informed the Court that he believed a settlement conference with all parties and their counsel could be fruitful. The Court has strongly encouraged any measures that would bring to a close all matters pending to this case and its related litigation. Whereupon the parties were excused and engaged in private discussions for nearly an hour.

Upon reconvening, the parties reported that they had reached an understanding which would resolve the majority of the matters pending within the first two motions noted above. Towards that end, the parties reported on the record specific actions agreed to be taken by the parties regarding and asked for the Court's acknowledgement and approval of the same.

1. **Regarding CIF's Motion to Compel Kirsten White (Ms. White)**, which alleged that Ms. White failed to comply with the terms of the GSA in that she willfully failed to take any actions to make her house available for inspection, placing her house on the market, etc., as required by the GSA. Ms. White appeared *pro se* and submitted to this Court that she believed she was not required to perform any of the actions set forth in the GSA until after all terms of the Settlement Agreement had become final. Ms. White further explained and expressed concern that if she sold her house and the GSA was not approved for any reason, then she would unfairly have sold her house but still be subject to liability of the claims of the pending lawsuits. However, Mr. Brandt, counsel for CIF, noted that, in the conference after the commencement of this hearing, the parties agreed that the GSA should be interpreted, particularly the terms and conditions of Sections 13 and 14 of the GSA (incorporated fully herein by reference) as it relates to the sale of the 5 Aldgate Way property, in a manner that, in the event Ms. White sells her house and CIF retains the proceeds proscribed in the GSA, Ms. White should be dismissed with prejudice from all pending actions set forth within the GSA, and released from all liability related thereto. Accordingly, CIF and Ms. White respectfully request this Court to approve and declare such interpretation of the GSA.

2. **Regarding CIF's Motion to Compel Allyson Field, Kathryn Taillon and Arthur Field**, which alleged the Property incurred damaged from a hail storm that occurred in March 2017, the counsel for Allyson Field and Arthur Field acknowledged the hail storm damage to the Property, the subsequent insurance claim filed and receipt of certain insurance proceeds received for the damage, and their willingness to provide this Court and CIF all information related thereto, and Mr. Brandt, counsel for CIF, acknowledged the same. Upon this Court's further inquiry as to the details of the insurance proceeds, Mr. Bannister, counsel for Allyson Field, acknowledged that his firm had received from Mr. Field and is currently holding in trust the insurance proceeds. Mr. Bannister was not able to provide this Court with the specific amount, dates, maker, and endorser of the check his firm received. Counsel for Defendant Field informed this Court that as of this date no action had been taken to repair the damage to the Property.

In response to the directives from Court at the hearing, a copy of the insurance check deposited by Mr. Bannister's law firm was mailed to this Court and received by this Court on September 14, 2017. The Court notes that the \$17,000 check was a bank check drawn on First Citizens Bank dated June 12, 2017, made payable to "Bruce Bannister trustee", with a memo reference "Remitter Allyson Field" inscribed on the check. Mr. Bannister's transmittal letter dated September 6, 2017, stated that the check was deposited into his firm's trust account on July 14, 2017.

3. **Regarding CIF's Amended Motion to Compel Arthur Field Regarding the Field's Obligations to Seek Modification of Restitution**, which alleged that Defendant Arthur Field failed to fulfill his obligation under the terms of the GSA to schedule the Restitution Hearing, the parties offered no agreed settlement of this matter at this time. The Court heard commentary from Mr. Caskey, counsel for Defendant Field, and from Mr. Brandt, counsel for CIF, and Mr. Case, counsel for the Class in this matter. While no witness testimony was offered, Mr. Brandt submitted for this Court's records copies of 32 emails that Creighton Waters, Deputy Attorney General for the State of South Carolina, had provided to all parties and to this Court by way of emails to all earlier this morning. Mr. Brandt made further commentary that Mr. Case had made extraordinary efforts since March to have the Restitution Hearing scheduled, while Defendant Field has not demonstrated any effort to accomplish the same, despite his duty to do so under the GSA.

After hearing commentary from the parties, this Court ordered from the bench on September 5, 2017, that Defendant Arthur Field's counsel is to request on or by noon on September 7, 2017, two days from this hearing, the Restitution Hearing be heard before Judge Maddox no more than forty-five (45) days from this day (no later than **October 20, 2017**). This Court further ordered that, should the Restitution Hearing not occur prior to that time, the Court will reconvene this matter to rule on all pending matters. This Court further asked Mr. Bannister, to make certain this oral order is promptly and accurately relayed to Todd Rutherford, Defendant Field's counsel in the matter of the Restitution Hearing.

In subsequent review of this September 5, 2017 hearing, this Court reviewed the copies of emails submitted to this Court prior to the hearing by Mr. Waters and separately at the hearing by Mr. Brandt. This Court notes that:

1. These emails all pertained to the Motion to Modify Restitution Order filed by Defendant Field pursuant to the terms of the GSA;
2. These emails were generally copied to all parties, or the counsels to all parties, of the GSA and Judge Maddox or his law clerk;
3. The earliest email was dated beginning March 7, 2017 and the last was dated August 25, 2017;
4. These emails include 7 emails dated in March 2017 from Mr. Ryan Volonis, law clerk to Mr. Todd Rutherford, counsel for Defendant Field, one email from Mr. Rutherford dated April 2017, and one email from Ms. Sierra Hampton, legal assistant to Mr. Rutherford dated June 9, 2017;
5. These emails include 13 emails, issued from March 2017 through August 25, 2017, from Creighton Waters, Deputy Attorney General;
6. These emails include 5 emails, issued from March 2017 through August 25, 2017, from Judge Maddox;
7. At Mr. Rutherford's request and consent, the Restitution Hearing was scheduled to be heard by Judge Maddox on June 13, 2017;
8. On June 9, 2017, Mr. Rutherford, through his legal assistant, Ms. Sierra Hampton, filed a Motion for Continuance of the scheduled Restitution Hearing claiming legislative immunity; and

9. On June 9, 2017, Creighton Waters responded to Mr. Rutherford's Motion for Continuance with emails to Judge Maddox pointing out to Judge Maddox that:
  - a. Legislative immunity does not apply when the legislative lawyer consents to the hearing, which applies in this matter since the Restitution Hearing was scheduled at the specific request of Mr. Rutherford;
  - b. The general session of the SC Legislature was adjourned, and Mr. Rutherford advised Mr. Waters on June 9, 2017, that the SC Legislature was not in a special session; and
  - c. Mr. Water's office, the Office of the Attorney General of the State of South Carolina, had mailed hundreds of notices of the scheduled Restitution Hearing to victims, as required by law, and that, with only the weekend and one business day before the scheduled Restitution Hearing, there was not sufficient time to mail additional notices to the victims advising them of the cancellation of the Restitution Hearing.

Upon further review of records by this Court, Mr. Rutherford's Motion for Continuance filed on June 9, 2017, included the following language:

.... moves this Honorable Court to grant a continuance in the above-captioned case, due to defense counsel's required presence for Legislative Session at The State House the week of June 12, 2017.

Defendant hereby asserts this continuance is not submitted for unreasonable or unnecessary delay. Further, Defense counsel has consulted with the State of South Carolina and believes this motion is unopposed.

On March 17, 2017, in a lengthy hearing held by this Court, the parties made a presentation, explaining in great detail the terms and conditions of the GSA. While the parties requested this Court approve the GSA, this Court chose at that time to defer its decision on its approval and took the matter under advisement. In the presentation at that hearing, the parties represented that the GSA was achieved through extremely arduous negotiations over many months. This Court has since carefully reviewed the GSA and makes these important and critical observations:

1. The GSA includes 13 pages of single space terms and conditions and 11 Exhibits, all totaling 85 pages, including signature pages.

2. The language in the GSA is clear, concise, specific, and unambiguous, except as noted below.
3. The GSA is signed by 21 persons, representing over 700 individuals and entities, who are each bound to the terms and conditions of the GSA and are thereby affected by the settlement;
4. Because GSA requires specific actions be performed by various parties over the course of time, some of which are to be performed prior to approval of the GSA by this Court, this Court finds that the GSA is an *executory contract* by definition; based on the language chosen in the GSA, those specific actions to be performed by various parties over the course of time were contemplated when the parties signed the GSA.
5. Section 14.I.vi. of the GSA specifically binds all parties to cooperate with each other fully, timely and without delay.
6. Section 14.I.vii. of the GSA specifically states that “**Time is of the Essence**”, which importantly appears in bold letters as the last provision in the GSA before signatures.
7. The following caption is inscribed in large bold letters at the top of each signature page:

**“By signature placed below, each of the undersigned acknowledges that he or she has read this Agreement, understands it, has received a complete copy of it including all Exhibits, has had the opportunity to review it with legal representation of his or her choice, and accordingly does hereby approve this Agreement, consents to it, and agrees to be bound to all of the terms contained within it, and asks the applicable court to approve this Agreement.”**

#### Ruling

##### Regarding CIF’s Motion to Compel Kirsten White,

This Court reviewed prior testimony by Ms. White in previous hearings in this Court, and her related deposition, and found:

1. Ms. White is well educated, being a college graduate and having earned a bachelor’s degree in business from Furman University.
2. In the December 8, 2016 Hearing before this Court, Ms. White apologized for and admitted to misleading this Court by falsely testifying in her November 24, 2015 deposition [see page 99 of transcript] that she had discarded CIF records in a dumpster, when in fact she testified in the December 8, 2016 Hearing before this Court that she did not discard the records but left the records in the rented space.

3. Also in the December 8, 2016 Hearing before this Court, while testifying as to her knowledge and involvement in certain motions she filed as *pro se*, this Court acknowledged that Ms. White “changed her answers right here in this court a couple of times” [see page 200 of transcript].

In this Hearing, Ms. White acknowledged she signed the GSA and no one coerced her to do so. Ms. White stated that, though she tried, she was unable to engage counsel to advise her on the GSA, and therefore no one no gave her legal advice about the GSA prior to her signing it.

While this Court views Ms. White as intelligent by her credentials, her propensity to change her testimony causes the Court to find that she is not a credible witness.

The evidence demonstrates that Ms. White did, in fact, sign the GSA, which clearly states that each signer read the GSA, understood it, received a complete copy of it, had the opportunity to review the GSA with legal representation of his or her choice, and accordingly consented to it and agreed to be bound to all of the terms contained within it. Furthermore, because Section 14.I.vi. of the GSA specifically binds all parties to cooperate with each other fully, timely and without delay, Ms. White had and has the duty to act in accordance with the obligations set forth in the GSA in a timely fashion. Her duty to act was not and is not contingent upon the approval of the GSA, and can only be voided by the disapproval of the same, which has not yet happened.

As mentioned above, the parties agreed that upon her satisfying all terms of sale in Paragraphs 13 and 14 of the GSA, Ms. White will be released from all liabilities as set forth in the GSA. Additionally, Ms. White has agreed, and it is so ordered, to provide copies to counsel for CIF any and all documents pertaining to any insurance claim(s) for repairs to the home since the execution of the GSA.

Regarding CIF’s Motion to Compel Allyson Field, Kathryn Taillon and Arthur Field:

The parties agreed to provide copies of all documents pertaining to any insurance claim for the Thornblade residence made since executing the GSA. The parties also agreed that, with forty-eight (48) hours’ notice, CIF will be granted full access to the Thornblade property to effectuate all repairs related to storm damage covered by the insurance claim Field filed with the insurance company. The parties will cooperate for whatever may be necessary to complete all repairs for

storm-related damages, including the prompt execution of all required paperwork. This Court will not tolerate any delay, hindrance or misconduct by any party towards this end.

Regarding CIF's Amended Motion to Compel Arthur Field

The Court is **extremely** frustrated with the apparent lack of cooperation or lack of interest Mr. Field (by and through his counsel) has demonstrated in this regard. The Court, the victims, and all other counsel have been waiting six (6) months, for Field to fulfil this requirement to which he expressly under the GSA. The Court has placed on hold other pending civil litigation: (Capital Investment Funding, LLC, v. Arthur Field, et al., C.A. No.:15-CP-23-01263 (13th Judicial Circuit, Court of Common Pleas, Greenville County, SC) to await final approval of the GSA.

The Court is dismayed that Field has not fulfilled his obligations under the GSA to seek a modification of his restitution, as required by Paragraph 8 of the agreement. Counsel for the Class of Plaintiffs, Mr. Stan Case, recounted the extensive efforts he has undertaken to make the hearing happen.

The Court ordered from the bench on September 5, 2017, that Defendant Arthur Field's counsel shall, within two (2) days of the hearing (September 7, 2017) request a hearing before Judge Maddox to have the pending motion for modification of restitution heard. The Court was informed on October 24, 2017 that a hearing before Judge Maddox is scheduled on Wednesday, November 1, 2017. Should the hearing not occur on this date, the Court will reconvene this matter to rule on all pending matters.

**Signature Page to Follow**

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 ) C.A. No.: 2008-CP-23-3665  
 COUNTY OF GREENVILLE )  
 William F. Tomz and Francis W. Tomz, )  
 Individually and as Class Representatives )  
 Plaintiffs, ) **CERTIFICATION OF CONSULTATION**  
 )  
 vs. )  
 )  
 Capital Investment Funding, LLC, and )  
 Arthur M. Field, )  
 Defendant. )

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Pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, counsel certifies that consultation would serve no useful purpose.

BUTLER, MEANS, EVINS & BROWN, PA

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HENDERSON, BRANDT & VIETH, PA.

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 gbrandt@hbvlaw.com

Attorney for Plaintiffs

October 11, 2017  
 Greenville, South Carolina



**PILLSBURY**  
— LAW FIRM, LLC —

301 Rutherford Street / Greenville, South Carolina 29609  
Phone: (864) 241-9828 / Fax: (864) 772-3418

March 13, 2018

**RECEIVED**

**MAR 19 2018**

**SC Court of Appeals**

Via Hand Delivery

Bruce W. Bannister, Esq.  
Luke Burke, Esq.  
**Bannister, Wyatt & Stalvey, LLC**  
401 Pettigru Street  
Greenville, SC 29601

*Re:* Capital Investment Funding Litigation – Global Settlement

Dear Bruce & Luke:

In February 2018, we received from State Farm Insurance Company a check in the amount of \$8,841.88 dated 2-16-18 made payable to Capital Investment Funding LLC, Arthur Field & Allyson Field & Kate Taillon. At that time, State Farm advised us that another check would be forthcoming. Last Tuesday, we received from State Farm Insurance Company the second (and final) check in the amount of \$19,943.52 dated 3-2-18 made payable to Capital Investment Funding LLC, Arthur Field & Allyson Field & Kate Taillon.

Both checks are payments on the State Farm insurance claim #4016009R3 filed by Arthur Field on May 11, 2017. The insurance claim was for damage sustained from the hail storm which occurred on March 21, 2017. Complete insurance claim reports accompanied both checks. I have included copies of the all documents received from State Farm for your records, including the checks, correspondence and reports.

In accordance with (a) Paragraph 14.A.ii. of the Global Settlement Agreement, which provides that Allyson Field “shall have all proceeds of such [property and casualty insurance coverage on the Thornblade Property] policies inure to and be paid directly to CIF [emphasis added], and (b) Judge Miller’s Order dated December 21, 2017 (see copy attached), which reads “all monies and payments due under the GSA shall be made in accordance with the respective terms of the GSA,” we respectfully request that your clients endorse the checks and return them to us.

In accordance with Paragraphs 14.I.vi. and 14.I.vii of the Global Settlement Agreement, which provides that (a) all parties shall cooperate with each other fully, timely, without delay or hinderance and (b) “Time is of the Essence”, we respectfully request that each of you, having signed the Global Settlement Agreement as parties, facilitate the endorsements of these checks and return them to us without delay.

Letter to Bruce W. Bannister & Luke Burke  
March 13, 2018  
Page 2

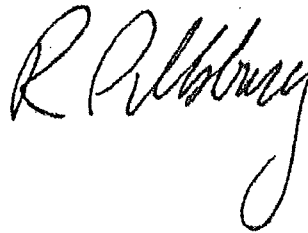
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Can you coordinate obtaining the signatures from your client and respective parties as soon as possible? If you foresee not being able to obtain all signatures on or before **April 2, 2018**, please let me know. The contractor completed all work in good faith several weeks ago and has been patiently awaiting receipt of payment.

Please accept my best regards.

Very truly yours,

**Pillsbury Law Firm, LLC**



Rodney F. Pillsbury

RFP/TPD  
enclosure

cc: Jerry Saad (Via Email Only)  
Buck Brandt, Esq. (Via Email Only)  
Stan Case, Esq. (Via Email Only)  
Tom Stevenson, Esq (Via Email Only)  
Jeff Dunlaevy, Esq. (Via Email Only)  
Micah Caskey, Esq (Via Email Only)  
Brad Martin, Esq. (Via Email Only)

**RECEIVED**  
MAR 19 2018  
SC Court of Appeals