

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

ELLIS B. DREW, JR., MASTER-IN-EQUITY
STEVEN C. KIRVEN, MASTER-IN-EQUITY

Appellate Case No. 2016-001689
(2013-CP-04-02228)

RECEIVED

APR 05 2017

SC Court of Appeals

Robin Johnson
and CQI Pharmacy Services, LLC Respondents,

v.

Robert Little
and CQI Oncology/Infusion Services, LLC Appellants.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Robin Johnson and CQI Pharmacy
Services, LLC

Plaintiff,

vs.

Robert Little and CQI Oncology/Infusion
Services, LLC,

Defendants.

) IN THE COURT OF COMMON
PLEAS
)
) FOR THE TENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-04-02228

ORDER

A TRUE COPY

MAY 31 2016

Richard M. Kiley
CLERK OF COURT

Date of Hearing:
Presiding Judge:
Plaintiffs' Attorney:
Defendants' Attorney:
Court Reporter:

April 18, 2016
Ellis B. Drew
Natalie J. Quinn
James M. Robinson
Karen T. Senn

This matter comes before the Court based on the Summons and Complaint filed by the Plaintiff on October 3, 2013. An Answer and Counterclaim was filed February 28, 2014 and an Order of Reference was filed on December 18, 2014. The Defendants withdrew all counterclaims and a trial was held on April 18, 2016. Robin Johnson was present in both her individual capacity as Plaintiff and as duly authorized representative of CQI Pharmacy Services, LLC, ("Plaintiff Company"). Both Plaintiffs were represented by their Attorney, Natalie J. Quinn. Robert Little was present in both his individual capacity and as duly authorized agent for the Defendant Company, CQI Oncology/Infusion Services, LLC. The Defendants were represented by their Attorney James M. Robinson. The Pleadings are in order; all preliminary motions have been resolved; and jurisdiction

and venue are proper.

FINDINGS OF FACT

After careful review of the file in this matter, after hearing and considering the sworn testimony of the parties and witnesses, and after hearing statements of counsel and scrutinization of the pleadings, and reviewing the trial exhibits, I make the following Findings of Salient Facts:

On May 9, 2013 the Plaintiff Company and Defendants entered into a Purchase and Sale Agreement whereby Defendants agreed to sell assets of CQI Oncology/ Infusion Services, LLC to the Plaintiff Company for \$30,000.00. The terms of the Purchase and Sale Agreement are straightforward and provided that "[s]eller represents and warrants that the Property is free and clear of any liens or encumbrances and that the Seller has rightful title to the Property. Seller hereby agrees to forever defend the title to the Property unto Purchaser, its successors and assigns, from and against all persons whomsoever." The Purchase and Sale Agreement further provides an indemnification clause which reads in part "[s]eller agrees that he will defend, indemnify and hold purchaser harmless from any and all actions, causes of action, claims and or demands which arise or are asserted as arising from the Seller's conduct prior to closing." There is no question that this is a binding contract.

At the time the Purchase and Sale Agreement was entered into the Plaintiff, Robin Johnson, was an employee of CQI Oncology/ Infusion Services, LLC and had been an employee for approximately 15 years. In the course of her employment, Mrs. Johnson's duties included day-to-day operations of the CQI Oncology/ Infusion Services, LLC which included accounts receivable and accounts payable. Prior to entering into the Purchase and Sale Agreement Mrs. Johnson, as an employee of CQI Oncology/ Infusion Services, LLC, made multiple deposits of over \$58,000.00 and made several payments on invoices dated March 28, 2013 through April 28, 2013 in excess of

\$24,000.00 to vendors (Plaintiff's Exhibit 2). After extensive negotiations and after the payments were made on invoices in excess of \$24,000.00. The Plaintiff Company entered into the Purchase and Sale Agreement with the Defendants. In consideration of the mutual promises between the Plaintiff Company and Defendants, Plaintiff Company tendered payment of consideration in the amount \$30,000.00 to the Defendants on May 9, 2013.

Plaintiff Company entered into the contract in reliance upon the invoices having been paid, although without any knowledge or notice that the Defendant, Robert Little, removed Mrs. Johnson as a signatory on the checking account used to make the deposits and payments from and caused the checks issued to vendors to be retracted. Although Mr. Little assumed that Mrs. Johnson knew that she was removed from the accounts, he did not notify her that he removed her name as signatory from the account. Mrs. Johnson was unaware that the checks were returned until notified by the vendors all of whom refused to send Plaintiff Company any product until all accounts were current.

Mrs. Johnson testified that had she known that the payments she made during her employment with CQI Oncology/ Infusion Services, LLC would be returned, Plaintiff Company would not have entered into the contract with the Defendants.

CONCLUSIONS OF LAW

To recover for breach of contract, Plaintiffs must prove that (1) a binding contract existed between the parties, (2) Defendants breached or failed to perform the contract, and (3) Plaintiffs suffered damages as a result of the breach. S. Glass & Plastics Co. v. Kemper, 399 S.C. 483, 491, 732 S.E.2d 205, 209 (Ct. App. 2012). Once the Plaintiffs prove an existing, binding contract and the breach of that contract, the breaching Defendants are liable for whatever damages flow as a natural and probable consequence and proximate result of the breach. See S. Glass & Plastics Co., 399 S.C. at 492, 732 S.E.2d at 209.

Here, there is no dispute that the parties entered into a binding contract. The terms of the Purchase and Sale Agreement are clear and provide that the assets are free and clear. The retraction of the checks and the Defendants' removal of Mrs. Johnson as signatory on the account caused multiple vendors to remain unpaid and demand payment from Plaintiff Company. Therefore, the Plaintiff Company's damage included the payment in excess of \$24,000.00 on these invoices.

South Carolina courts have consistently defined indemnity as "that form of compensation in which a first party is liable to pay a second party for loss or damage the second party incurs to a third party." Campbell v. Beacon Mfg. Co., Inc., 313 S.C. 451, 454, 438 S.E.2d 271, 272 (Ct.App.1993). Here, the indemnification clause in the contract clearly stated "[s]eller agrees that he will defend, indemnify and hold purchaser harmless from any and all actions, causes of action, claims and or demands which arise or are asserted as arising from the Seller's conduct prior to closing." Therefore, the Plaintiffs' contractually agreed to indemnify and hold Plaintiff Corporation harmless against Defendants actions prior to the closing of the Purchase and Sale Agreement.

CONCLUSION

The Plaintiffs have proven by clear and convincing evidence that the Defendants breached the Contract and that the Plaintiffs suffered damages as a result of the Defendants breach. Defendants failed to show excuse or justification for their breach. Plaintiffs have sustained their claim for damages; thus Defendants shall be jointly and severally liable for damages from Breach of Contract. Furthermore, the indemnification clause in the contract provides that the Defendants will indemnify Plaintiff Company against any claims or demands arising out of the Defendants conduct prior to the closing of the Purchase and Sale Agreement.

ORDER FOR JUDGMENT

Accordingly, based on the foregoing it is:

ORDERED, ADJUDGED, AND DECREED that the Plaintiffs are awarded judgment against Defendant Robert Little and Defendant CQI Oncology/Infusion Services, LLC jointly and severally and that the amount of the judgment is Fifty Thousand and no/100 (\$50,000.00) Dollars. The Clerk of Court is directed to enter judgment against the Defendant Robert Little and Defendant CQI Oncology/Infusion Services, LLC and Plaintiffs are entitled to begin execution of said judgment as allowed by law.

AND IT IS SO ORDERED!

May 26, 2016



Ellis B. Drew
Master-In-Equity for Anderson County

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-04-02228

Robin Johnson and CQI Pharmacy
Services, LLC)

Plaintiff,)

vs.)

Robert Little and CQI Oncology/Infusion
Services, LLC,)

Defendants.)

A TRUE COPY

JUL 12 2016

ORDER

CLERK OF COURT

JUL 12 PM 1:13
COMMON PLEAS AND
GENERAL SESSIONS

FILED-CLERK'S OFFICE
ANDERSON SC

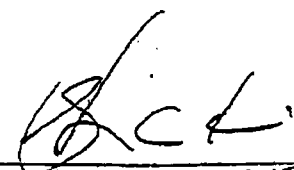
Date of Hearing:
Presiding Judge:
Plaintiffs' Attorney:
Defendants' Attorney:
Court Reporter:

June 21, 2016
Ellis B. Drew
Natalie J. Quinn
James M. Robinson
Karen T. Senn

This matter comes before the Court based on a Motion for Reconsideration filed by the Defendants on June 13, 2016. The Court considered all issues of the Defendants Motion for Reconsideration and a hearing was held specifically as to the issue of whether or not Judgment should be entered against the Defendant CQI Oncology/Infusion Services, LLC and not the Defendant, Robert Little. After considering the entire motion, the Court finds that all issues were fully litigated and there were no overlooked issues nor was there any error of law presented to the Court. The Court finds that the Defendants Motion for Reconsideration is without merit; therefore, the Defendants Motion for Reconsideration is denied and the Order as issued will be affirmed.

AND IT IS SO ORDERED!

July 11, 2016


STEVEN C. KIRVEN
MASTER IN EQUITY

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013 CP-04-02278

A TRUE COPY

Robin Johnson

FILED-CLERK'S OFFICE
ANDERSON, SC

Robert Little

FEB - 6 2014

CQI Pharmacy Services LLC

2014 FEB - 5 A 9: 14

CQI Oncology/Infusion Services LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

COMMON PLEAS AND
GENERAL SESSIONSAttorney for: ☐ Plaintiff ☒ Defendant

or

☐ Self-Represented Litigant**DISPOSITION TYPE (CHECK ONE)**

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

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

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

This matter came before the court on the Defendants' motion to dismiss. The original motion was presented as a 12(b)(6) motion but both attorneys argued matters beyond that which were found in the pleading. The court is asked to remove Robert Little, individually, from the action. At this time this request is denied. The allegation in the compliant, when viewed in a light most favorably to the non-moving party, warrant a denial of this request. Also the other aspects of the motion which request a dismissal on substantive grounds cannot be granted at this time. Again, the motion is viewed under a 12(b)(6) standard. Thus when the allegations are viewed in a light most favorable to the plaintiff, the motion cannot be granted. It may be that the defendant will be successful on the merits but, at this time, this court does not believe dismissal is appropriate.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

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

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

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

Circuit Court Judge

2132

Judge Code

2/4/2014

Date

For Clerk of Court Office Use Only

This judgment was entered on the 5th day of Feb, 20 14 and a copy mailed first class or placed in the appropriate attorney's box on this 6th day of Feb, 20 14 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

FILED-CLERK'S OFFICE
ANDERSON SC.
2014 FEB -5 A 9:14
COMMON PLEAS AND
GENERAL SESSIONS

MOTION FEE PAID

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS

Robin Johnson and CQI Pharmacy
Services, LLC,)

Plaintiffs,)

vs.)

Robert Little and CQI Oncology/Infusion
Services, LLC,)

Defendants.)

ORDER OF REFERENCE

2013-CP-04-02228

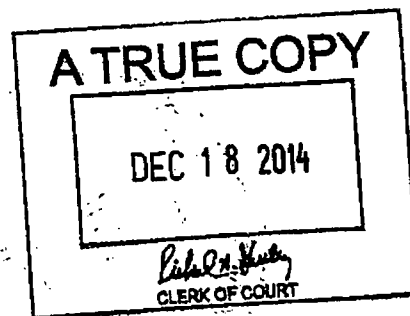
This is an action for breach of contract and related relief. Plaintiff and Defendant agree that this action should be referred to the Hon. Ellis B. Drew, Jr., Master in Equity for Anderson County to hear the matter. Based upon the consents executed below, an Order of Reference will be granted.

IT IS THEREFORE ORDERED THAT this action be, and hereby is, referred to the Hon. Ellis B. Drew, Jr., Master in Equity for Anderson County to hear and decide this case. The Master in Equity has and shall exercise the power and authority of the Court of Common Pleas sitting without a jury. The Master in Equity also has the authority to enter a final order in this action and any appeal from his decision shall be to the South Carolina Supreme Court or Court of Appeals.

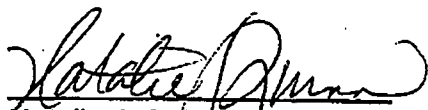
Date:

Richard A. Shirley

Presiding Judge/Clerk of Court
Tenth Judicial Circuit



I Consent:

A handwritten signature in cursive script, appearing to read "Natalie J. Quinn".

Natalie J. Quinn
Attorney for Plaintiff

I Consent

A handwritten signature in cursive script, appearing to read "James M. Robinson".

James M. Robinson
Attorney for Defendant

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP0402228

Robin Johnson

CQI Pharmacy Services
LLC

Robert Little

CQI Oncology/Infusion
Services LLC

PLAINTIFF(S)

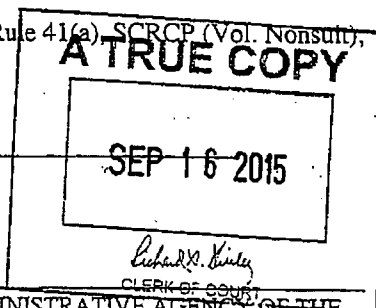
DEFENDANT(S)

Submitted by: THE COURT

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____



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

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒

Statement of Judgment by the Court: PLAINTIFF'S MOTION to Dismiss Defendant's Counterclaim is continued. Plaintiff has not answered Defendant's Discovery Requests. Plaintiff agree that Def. Discovery Request will be answered by October 9, 2015.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/a
n/a	n/a	n/a

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

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

~~1. Ellis B. Drennon~~ *15/ [Signature]* 3004
Master in Equity Court Judge Judge Code Date
For Clerk of Court Office Use Only

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

Natalie Joan Quinn 2309 Devine St. Columbia, SC 29205

James McKinley Robinson PO Box 738 Easley, SC 29641

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Richard S. Huley

Court Reporter

- Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

(COPY)

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP0402228

Robin Johnson

CQI Pharmacy Services
LLC

Robert Little

CQI Oncology/Infusion
Services LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: THE COURT

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

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON):
- ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
- ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
- ☐ ACTION STRICKEN (CHECK REASON):
- ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
- ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other:

A TRUE COPY

APR 14 2016

Deborah D. Bailey
CLERK OF COURT

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

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

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

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

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

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

	3004	4/12/2016
Master in Equity Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on APRIL 2016, and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Natalie Joan Quinn 2309 Devine St. Columbia, SC 29205

James McKinley Robinson PO Box 738 Easley, SC 29641

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter —

- Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Robin Johnson and
CQI Pharmacy Services, LLC,

Plaintiffs,

v.

Robert Little and CQI Oncology/ Infusion
Services, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

2013- CP - 04 - 02228

COMPLAINT

FILED CLERK'S OFFICE
ANDERSON SC
2013 OCT 2 PM 2 56
COMMON PLEAS AND
GENERAL SESSIONS

The Plaintiff complaining of Defendants herein, would respectfully allege and show unto this Honorable Court as follows:

1. The Plaintiffs are citizens and residents of the County of Lexington, State of South Carolina.
2. The Defendant Robert Little is a citizen and resident of the County of Anderson, State of South Carolina.
3. The Defendant CQI Oncology/ Infusion Services, LLC is a corporation organized and existing in the State of South Carolina and has its offices in Anderson County, South Carolina.
4. This Court has jurisdiction over the parties and subject matter of this litigation.
5. On or about May 9, 2013 Plaintiff CQI Pharmacy Services, LLC entered into a Purchase and Sale Agreement with Defendants, where Plaintiff CQI Pharmacy Services, LLC would buy any and all furniture, office equipment, equipment, inventory and other

personal items as well as contracts, files, client lists, contracts and vendor lists from Defendants.

6. Plaintiff, Robin Johnson has been an employee of Defendant CQI Oncology/ Infusion Services, LLC for approximately fifteen years until her resignation effective April 26, 2013.
7. Plaintiff Johnson continued to work as an employee for Defendant until April 26, 2013; her employment duties included, but were not limited to, management, day to day operations, accounts receivables and accounts payable.
8. Plaintiff Johnson's resignation was in contemplation of the Purchase Agreement of May 9, 2013 and she was expecting that certain vendors were paid prior to the agreement.
9. Without notice to Plaintiff, Defendants removed Plaintiff Johnson as a signatory on the Defendants accounts on or about April 12th.
10. In accordance with her employment duties, Plaintiff Johnson caused deposits to be made into Defendants account and continued to write checks to vendors out of Defendants account until April 26, 2013.
11. As an employee and prior to April 26, 2013, Plaintiff Johnson paid invoices billed for the benefit of the Defendants totaling \$25,568.59; these invoices were for inventory received, sold, and reconciled in accounts receivable prior to the Purchase and Sale Agreement.
12. Defendants had the bank retract all checks that were written claiming that the signatory was unauthorized.

13. Vendors called Plaintiff CQI Pharmacy Services, LLC to seek restitution for checks that the bank retracted and threatened charges against Plaintiffs, and refused further business with Plaintiffs until the checks were paid.
14. Defendants have refused Plaintiffs' request for reimbursement for invoices totaling \$25,568.59, which consisted of the invoices that Defendants retracted payment for after removing Plaintiff Johnson from the account without notice thereof, and after the execution of the Purchase and Sale Agreement.
15. Plaintiff entered into the agreement with expectations and the understanding that these invoices had been paid and did not discover that they were unpaid until notice from the Vendors after the execution of the Purchase and Sale Agreement.
16. Defendants actions have caused substantial harm to Plaintiffs.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

17. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if repeated verbatim.
18. Plaintiff is informed and believes that the Defendants willfully entered into the above referenced Purchaser and Sale Agreement with the Plaintiff CQI Pharmacy Services, LLC.
19. By the terms of this contract, Defendants were not to interfere with any existing or future relationships that Plaintiff CQI Pharmacy Services, LLC may have with any and all companies, clients and/ or vendors.
20. Plaintiff is informed and believes that the Defendants knowingly and intentionally violated the terms of the Purchaser and Sale Agreement by acts and omissions including

but not limited to Defendants interference with Plaintiffs' relationships with companies, clients and/ or vendors.

21. The contract further provides that Defendants agree to indemnify and hold Plaintiff Johnson harmless from any and all actions, claims or demands which arise or are asserted as arising from Seller's conduct prior to closing.
22. Upon information and belief, Defendants should be responsible for the invoices to vendors that Defendants deceptively retracted prior to the Purchase and Sale Agreement.
23. Upon information and belief, the Defendants actions, whether they were negligent, reckless, and intentional actions and/ or omissions, nevertheless constitute a breach of contract.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract Accompanied by a Fraudulent Act)

24. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if repeated verbatim.
25. Plaintiff is informed and believes that the Defendant willingly entered into a Purchase and Sale Agreement and purposely misrepresented to the Plaintiffs that certain vendor's payments were being retracted pursuant to Defendants fraudulent acts.
26. Plaintiff is informed and believes that the Defendant, Robert Little, intentionally retracted the checks paid to vendors and did not notify the Plaintiffs of the same in an attempt to mislead Plaintiff into entering into the Purchase and Sale Agreement and in an effort to gain more money from the sale.
27. Plaintiff is informed and believes that the Defendant, Robert Little, intentionally removed Plaintiff Johnson as a signatory on its accounts in an attempt to defraud Plaintiff and the Vendors which Plaintiff does business with.

28. Plaintiff is informed and believes that the Defendants acts and omissions of fraud, misrepresentations, unfair dealing entitles Plaintiff to actual and punitive damages.

FOR A THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

29. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if repeated verbatim.

30. The Plaintiffs are informed and believe that the Defendants removal of Plaintiff Johnson from accounts and retracting payments made after the execution of the Purchaser and Sale Agreement negligent misrepresentation with caused substantial harm to the Plaintiffs.

31. The Plaintiff Johnson relied on the fact that certain vendors checks were written and that they were paid prior to entering into the agreement.

32. The Defendants had a duty to inform Plaintiff that she had been removed from the accounts and that she was no longer a signatory.

33. The Defendants failed to exercise due and reasonable care in assuring that Plaintiff was informed that vendors remained unpaid, although vendors were paid through accounts payable.

34. The Plaintiff relied on the accuracy of these representations when entering into the contract with the Defendants.

35. As a direct and proximate result of the Plaintiffs reliance on the negligent misrepresentations and omissions of the Defendants, the Plaintiff has incurred significant economic damages.

FOR A FOURTH CAUSE OF ACTION

(Fraud)

36. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if repeated verbatim.
37. Defendants intentionally deceived Plaintiff Johnson by neglecting to inform her that she was no longer authorized to write checks from the Defendants designated accounts during her employment and prior to the execution of the Purchase and Sale Agreement.
38. Defendants were dishonest and deceitful in neglecting to tell Plaintiff Johnson that he had retracted payment on checks written prior to the execution of the Purchase and Sale Agreement.
39. Defendants' deception and concealment of the truth caused the Plaintiff to rely on the misconception that certain invoices to vendors were paid in the total amount of \$25,568.59
40. Plaintiffs relied on Defendants misrepresentations when entering into the Purchase and Sale Agreement.
41. Upon information and belief Defendants made a false representation to Plaintiff Johnson that vendors were paid, while knowingly retracting such payment without informing Plaintiffs; thereby causing Plaintiff Johnson to rely on its truth and causing substantial harm and financial loss to Plaintiffs.
42. As a direct and proximate result of the Plaintiffs' reliance on the fraudulent misrepresentations of the Defendants, the Plaintiff has incurred significant economic damages.

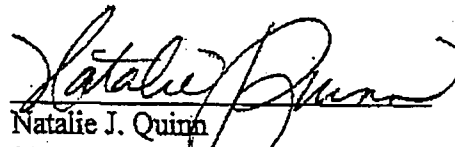
FOR A FIFTH CAUSE OF ACTION
(Unfair Trade Practices Act)

43. Plaintiffs repeat and re-allege the allegations of the preceding paragraphs as if repeated verbatim.
44. The actions and omissions of the Defendants violate Section 39-5-10, et. seq. of the South Carolina Code in that the actions of the Defendants constitute unfair and deceptive practices.
45. The actions of the Defendants were unfair and deceptive while engaging in trade or commerce.
46. Upon information and belief, the deceptive acts and practices of the Defendants are capable of repetition.
47. The Plaintiffs have suffered an economic loss as a direct and proximate result of the Defendant's unfair trade practices and deceptive acts.
48. Plaintiffs are informed and believe that by virtue of the willful, unfair, or deceptive acts or practices of the Defendants, Plaintiffs are entitled to have the actual damages trebled, and to be awarded reasonable attorney's fees and costs, and all relief as provided by the South Carolina Code Ann. Section 39-5-140.

WHEREFORE, Plaintiff prays that the Court issue an Order granting judgment for Plaintiffs against Defendants for the following:

- a. For actual damages for the Defendants' Breach of Contract;
- b. For actual and punitive damages for the Defendants' Breach of Contract
Accompanied by a Fraudulent Act;
- c. For actual damages for the Defendants' Negligent Misrepresentation;

- d. For actual and punitive damages for the Defendants' Fraud;
- e. For actual damages for the Defendants' violation of the Unfair Trade Practices Act;
- f. For treble damages and reasonable attorney's fees for the Defendants' violation of the Unfair Trade Practices Act;
- g. For the costs of this action;
- h. For pre-judgment interest;
- i. For an award of attorney's fees and costs; and
- j. For such other and further relief as this Court may deem just and proper.


Natalie J. Quinn
2309 Devine Street
Columbia, South Carolina 29205
Fax (803) 254-7751
Attorney for Plaintiffs

September 30, 2013
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Robin Johnson and
CQI Pharmacy Services, LLC

Plaintiffs,

vs.

Robert Little and CQI Oncology/Infusion
Services, LLC,

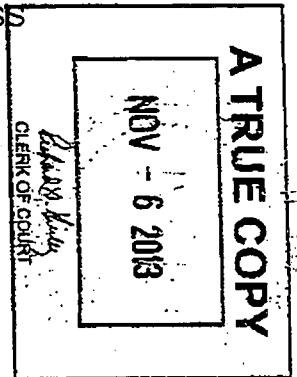
Defendants.

IN THE COURT OF COMMON PLEAS

C/A No.: 2013-CP-04-02228

MOTION FEE PAID

MOTION TO DISMISS
SCRCP 12(b)(6)



TO: Plaintiffs and their attorney:

YOU WILL PLEASE TAKE NOTICE THAT Defendants will move before the Presiding Judge, Anderson County Court of Common Pleas, Anderson County Court House, Anderson, SC, at such date and time as the Court shall set, for an order granting to Defendants the following relief:

1. That the Complaint be dismissed pursuant to SCRCP 12(b)(6) for failure to state facts sufficient to constitute a cause of action.

The grounds for this motion are that Plaintiffs are not liable for Defendants' debts. A copy of the Purchase and Sale Agreement executed by and between the parties is attached hereto as Exhibit "A." This Agreement provides that Plaintiffs agreed to purchase the assets of Defendant CQI Oncology/Infusion Services, LLC, but the Agreement does not provide that Plaintiffs assumed the liabilities of said Defendant.

A successor company is not liable for the debts of a predecessor company under a theory of successor liability unless: (a) there was an agreement to assume such debts; (b) there was a consolidation of the two companies; (c) the successor company was a mere continuation of the predecessor company; or (d) the purpose of the transaction was to defraud creditors. Walton v. Mazda of Rock Hill, 657 S.E.2d 67 (S.C. App. 2007).

Plaintiffs have neither pled nor proven the requisites for successor liability, so Plaintiffs are not liable for Defendants' debts. If Plaintiffs paid Defendants' debts, then

Plaintiffs did so as a volunteer, but Defendants are not liable for Plaintiffs for such voluntary payments.

2. (a) That Defendant Robert Little be dismissed as a party to this action pursuant to SCRCP 12(b)(6) for failure to state facts sufficient to constitute a cause of action.

The grounds for this motion are that Plaintiffs purchased the assets of Defendant CQI Oncology/Infusion Services, LLC as shown on the "Purchase and Sale Agreement" attached hereto as Exhibit "A." Plaintiffs did not purchase any assets from Defendant Robert Little.

Although Defendant Robert Little is nominally a seller in the Purchase and Sale Agreement, the real party in interest is Defendant CQI Oncology/Infusion Services, LLC so that Defendant Robert Little should be dismissed as a party to this action.

(b) Defendant CQI Oncology/Infusion Services, LLC is a limited liability company duly formed and in good standing with the S.C. Secretary of State, as shown by the printout attached hereto as Exhibit "B."

Plaintiff's Complaint lies with Defendant CQI Oncology/Infusion Services, LLC and not with Defendant Robert Little personally, so that Defendant Robert Little should be dismissed as a party to this action.

WHEREFORE Defendants pray that the relief requested above be heard and granted.

DATE: November 1, 2013

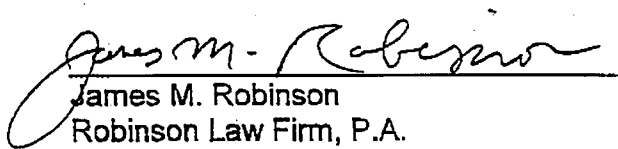

James M. Robinson
Robinson Law Firm, P.A.
Attorney for Defendant
P.O. Box 738
Easley, SC 29641
864.859.7501

EXHIBIT "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) PURCHASE AND SALE
 AGREEMENT

This Purchase and Sale Agreement (hereinafter referred to as Agreement) is made and entered into this 9th day of May 2013 by and between Robert Little individually and CQI Oncology/ Infusion Services, LLC (hereinafter referred to as Seller) and CQI Pharmacy Services, LLC (hereinafter referred to as Purchaser).

WHEREAS Seller is selling to CQI Pharmacy Services, LLC, a South Carolina limited liability company, certain Assets of CQI Oncology/ Infusion Services, LLC including any and all furniture, office equipment, equipment, inventory and other personal items located at 104 Corporate Blvd., Suite 406, West Columbia, SC 29169; and

WHEREAS Seller desires to sell and Purchaser desires to purchase all contracts, files, client lists, contacts, vendor lists of CQI Oncology/Infusion Services, LLC.

NOW THEREFORE, in consideration of the mutual covenants and representation contained herein, the receipt and sufficiency of said mutual consideration being acknowledged, Seller and Purchaser agree as follows:

1. Purchase and Sale:

Subject to the terms and conditions of this Agreement Seller agrees to sell, convey and assign to Purchaser and Purchaser agrees to purchase from Seller the Assets of CQI Oncology/ Infusion Services, LLC located at 104 Corporate Blvd., Suite 406, West Columbia, SC 29169. Purchase further agrees to purchase all contracts, files, client lists, contacts, vendor lists of CQI Oncology/Infusion Services, LLC.

Seller agrees to take such reasonable steps as may be appropriate to affect the sale,

RL
Purchaser's Initials

RL
Seller's Initials

conveyance and assignment including, but not limited to Seller shall not interfere with any existing or future relationships that CQI Pharmacy Services, LLC has or may have with any and all companies, clients and/ or vendors.

Seller represents and warrants that the Property is free and clear of any liens or encumbrances and that the Seller has rightful title to the Property. Seller hereby agrees to forever defend the title to the Property unto Purchaser, its successors and assigns, from and against all persons whomsoever.

The parties acknowledge that there is a similarity in the Corporate names that may cause confusion to third parties, including but not limited to the US Postal Service; and Seller agrees that he will not file for a change of address on the Corporate name, but shall file a change of address individually. Seller will take reasonable steps to notify third parties as to his change of address. Purchaser agrees to forward any mail received for Robert Little to his home address in Easley, SC; and Seller agrees to forward any mail he may receive for the benefit of Purchaser directly to Purchaser at 104 Corporate Blvd., Suite 406, West Columbia, SC 29169.

2. Purchase Price:

The purchase price shall be the sum of Thirty Thousand and no/100 (\$30,000.00) dollars in the form of a Cashier's Check payable to Robert Little.

3. The Closing:

The closing shall take place on May 9, 2013 at or before 12:00 a.m. at the Law Offices of Quinn & Mason, 2309 Devine Street, Columbia, South Carolina 29205.

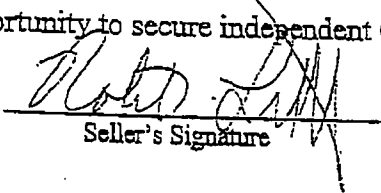
4. Indemnification:

Seller agrees that he will defend, indemnify and hold purchaser harmless from any and all actions, causes of action, claims and or demands which arise or are asserted as arising from

Seller's conduct prior to closing. Purchaser agrees that it will defend, indemnify and hold Seller harmless from any and all actions, causes of action, claims and or demands which arise or are asserted as arising from Purchaser's conduct prior to closing.

5. Preparation of Agreement:

Seller acknowledges that the Law Offices of Quinn & Mason prepared this Agreement for the benefit of the Purchaser. At no time has the Law Offices of Quinn & Mason represented nor rendered legal advice to Seller with regard to this transaction. Seller acknowledges that he has had ample opportunity to secure independent Counsel regarding this transaction.


Seller's Signature

6. Entire Agreement:

This is the entire Agreement between the parties superceding all prior Agreements and it may not be changed, modified or amended without such being reduced to writing and such writings signed by each of the parties hereto. Furthermore, the parties agree and acknowledge that the Employment Contract dated April 27, 2011 is hereby void and will not be binding upon CQI Pharmacy Services, LLC, Robin Johnson or Robert Little.

7. Time is of the Essence:

Time shall be of the essence as to all matters contained within this Agreement.

8. Successors and Assigns/ Assignment:

This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, personal representative, successors and assigns.

THIS SPACE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 9th
day of May 2013.

Witnesses:

Laura McLaughl
Natalie Quinn

Laura McLaughl
Natalie Quinn

Laura McLaughl
Natalie Quinn

Robert Little (seal)
Seller: Robert Little

Robert Little (seal)
Seller: CQI Oncology/Infusion Services, LLC
By : Robert Little, It's Member

Robin Johnson (seal)
Purchaser: CQI Pharmacy Services, LLC
By: Robin Johnson, It's Member

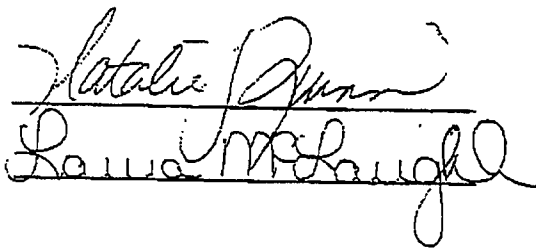
CQI ONCOLOGY/INFUSION SERVICES, LLC

The undersigned being all of the members of CQI Oncology/Infusion Services, LLC, do waive any and all requirements of notice and enact the following Corporate Resolution:

BE IT RESOLVED

The limited liability corporations are authorized and directed to sell certain assets of CQI Oncology/Infusion Services, LLC to CQI Pharmacy Services, LLC, a South Carolina limited liability company.

Robert Little is authorized to sign all transactional documents to effectuate the referenced sale.


Natalie Quinn
Laura McLaughlin

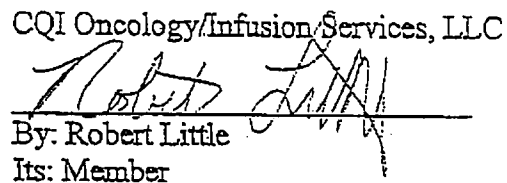
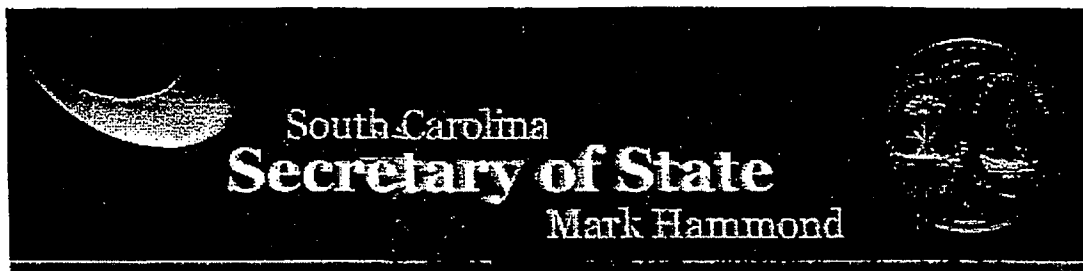
CQI Oncology/Infusion Services, LLC

By: Robert Little
Its: Member

EXHIBIT "B"



CQI ONCOLOGY/INFUSION SERVICES, LLC

Note: This online database was last updated on 10/29/2013 6:01:55 PM.

See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ROBERT O LITTLE JR
ADDRESS:	237 W CHURCH RD
CITY:	EASLEY
STATE:	SC
ZIP:	29642
SECOND ADDRESS:	

FILE DATE:	01/05/1999
EFFECTIVE DATE:	01/05/1999
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
LLC Annual Report	04/16/2004	LLC ANNUAL REPORT-2004	
LLC Annual Report	04/04/2003	LLC ANNUAL REPORT-2003	Image
Agent	02/14/2002	CH AGT/ADD FR-WILLIAM G HARDEE & CH DES OFF ADD	Image
Domestic LLC	01/05/1999	DOMESTIC LIMITED LIABILITY (AT WILL)	Image

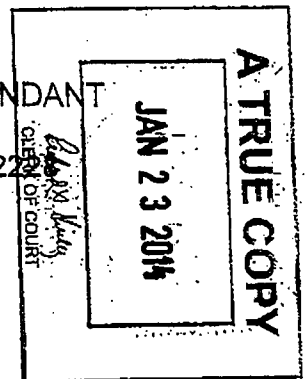
Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
Robin Johnson and)
CQI Pharmacy Services, LLC)
Plaintiffs,)
vs.)
Robert Little and CQI Oncology/Infusion)
Services, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF DEFENDANT

Case # 2013-CP-04-022



Robert Little, being first duly sworn, deposes as follows:

1. I am a Defendant in this action for breach of contract and related relief.
2. Plaintiff CQI Pharmacy Services, LLC (hereafter "Pharmacy Services") as Purchaser entered into a Purchase and Sale Agreement (hereafter "the Agreement") on May 9th, 2013 with Defendant CQI Oncology/Infusion Services, LLC (hereafter "Oncology/Infusion Services") as Seller. A copy of the Agreement is attached to Defendants' Motion to Dismiss.

3. The Agreement provides in Paragraph 1. that Pharmacy Services was purchasing the assets of Oncology/Infusion Services.

The Agreement continues and states that Pharmacy Services was purchasing all contracts, files, client lists, contacts, and vender lists of Oncology/Infusion Services.

4. Plaintiffs complain that Plaintiffs were forced by circumstances to pay invoices owed by Oncology/Infusion Services. However, there is no provision in the Agreement that the Purchaser was assuming the Seller's debts or liabilities.

5. The assets sold to Plaintiffs were owned by Defendant Oncology/Infusion Services and not owned by Defendant Robert Little.

The invoices, if any, paid by Plaintiffs were invoices owed by Defendant Oncology/Infusion Services and not owed by Defendant Robert Little.

6. Defendant Robert Little is included as a Seller in the Agreement, but Defendant Robert Little's interest in the Agreement is nominal; that is, in name only. The real party-in-interest as Seller is Defendant Oncology/Infusion Services.

7. Defendant Oncology/Infusion is a limited liability company duly formed and in good standing with the South Carolina Secretary of State, as shown by the printout from the Secretary of State attached to Defendant's Motion to Dismiss.

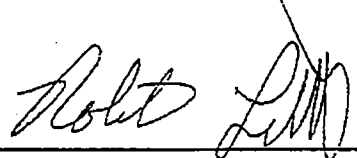
The corporate resolution (drafted by Plaintiffs' attorney) attached to the Agreement clearly shows Plaintiffs knew that the Seller was an LLC, which could act only through its authorized representative.

8. Defendant Robert Little's role in the sale to Plaintiffs was solely as the agent and representative of the LLC Defendant.

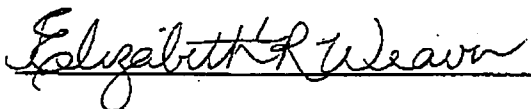
END OF AFFIDAVIT.

SWORN to before me this

22nd Day of January, 2014



Robert Little



Notary Public for South Carolina

My Commission expires: 5-9-17

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Robin Johnson and
CQI Pharmacy Services, LLC,

Plaintiffs,

v.

Robert Little and CQI Oncology/ Infusion
Services, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

C/A No: 2013-CP-04-02228

AFFIDAVIT OF PLAINTIFF

Personally appeared before me Robin Johnson, who being duly sworn, deposes and says:

1. I am the Plaintiff in this action and am I am the sole member of CQI Pharmacy Services, LLC.

2. I have been an employee of CQI Oncology/ Infusion Services, LLC for over 14 years.

The Defendant, Robert Little, purchased CQI Oncology/ Infusion Services, LLC around the year 2002 and kept me and several others as employees. I was a general office manager and I ran the day to day operations of the company. My tasks included, but were not limited to, accounts receivable, accounts payable, inventory, and maintaining vendor and customer relations and files.

3. When Robert Little purchased CQI Oncology/ Infusion Services, LLC, he had me go to the bank with him when he opened up the bank account for the company and I was a signatory on that account.

4. Throughout my employment, I maintained the responsibility of running the company.
There were extended periods of time when Robert Little was not in the office. Robert Little was a licensed Pharmacist when he purchased the company around 2002; however, after being charged with a felony he lost his license and I maintained the daily operations of the business. I was the face of the company for many years and I was very familiar with all aspects of the company and operations thereof.
5. In Spring of 2013, Robert Little and myself started negotiations for the purchase of the assets of CQI Oncology/ Infusion Services, LLC.
6. I was employed by CQI Oncology/ Infusion Services, LLC throughout these negotiations and until my resignation effective April 26, 2013.
7. Prior to my resignation, I paid invoices for the benefit of the Defendants totaling \$25,568.59 for inventory received. I reconciled the bank account, checked invoices that were paid for inventory sold and I confirmed with the banks automated service that the checks had cleared.
8. Unbeknownst to me, Robert Little removed me as signatory on CQI Oncology/ Infusion Services, LLC's bank account sometime prior to April 26, 2013. I had written and signed checks out of that same account for over 10 years and I had no reason to believe that I was no longer signatory on that account when I was writing the checks to pay invoices in April 2013.
9. Before finalizing the purchase agreement, I called the banks automated service to check that every check I wrote cleared; and the automated service confirmed that all of the

checks that I wrote on or about April 25, 2013 did in fact clear. It was with this knowledge that I continued negotiations.

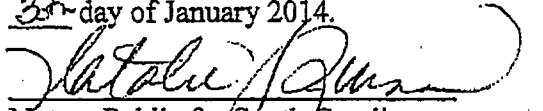
10. Robert Little did not tell me that he had removed me from the account. I told him that I had written checks and that there was approximately \$1,000.00 remaining in the account so that he could pay his American Express bill; and he still did not tell me that I was not authorized on the account.
11. Robert Little knew or should have known that these checks cleared prior to his retracting them.
12. I entered into the Purchase Agreement knowing that certain invoices were paid and knowing that the inventory received for those invoices was without liens. However, Robert Little knew otherwise, he intentionally notified the bank and requested that those payments be retracted. He knew that he had removed me as a signatory and he knew that I was relying on his misrepresentation that those invoices were paid when we finalized the Purchase Agreement.
13. Had I known that Robert Little removed me from the account I would have known that invoices over \$25,500.00 were unpaid and I would not have negotiated to the terms of the Purchase Agreement as they are.
14. Robert Little accepted payment pursuant to the Purchase Agreement and the Purchase Agreement was finalized on May 9, 2013 knowing that over \$25,500.00 in invoices were unpaid; a crucial fact that he misrepresented to me.
15. It was weeks after the agreement was signed that I was informed that the invoices remained unpaid. I placed an order with one of the vendors that I had paid on or about

April 25, 2013 and received a call from the vendor that I exceeded my credit limit. The vendor told me that the check that I wrote from CQI Oncology/ Infusion Services, LLC's account on or about April 25, 2013 was retracted and that they would not fulfill any orders until it was paid.

16. The Purchase Agreement of May 9, 2013 specifically provided that Robert Little and CQI Oncology/ Infusion Services, LLC as Seller would not interfere with any existing or future relations that CQI Pharmacy Services, LLC has or may have with any and all companies, clients and/ or vendors. Retracting the payment of over \$25,500.00 to vendors caused me and my company substantial harm. The pharmacy industry is specific and there are not very many vendors that provide many of the products that we sell and because of Robert Little's actions my business was at risk.
17. Robert Little misled me into entering the Purchase Agreement of May 9, 2013 under the false belief that he and CQI Oncology/ Infusion Services, LLC were in good standing with the vendors.
18. Doing business with these particular vendors is, as a practical matter, necessary for the operation and continuation of my business and the Robert Little knew that.
19. Robert Little also knew that there would be confusions with the similarity of the corporate names, which was specifically acknowledged in the Purchase Agreement.
20. I relied on Robert Little's representations throughout the negotiations of the Purchase Agreement and upon its finalization and as a result CQI Pharmacy Services, LLC and myself have incurred substantial damages.

21. This is a matter of fraud, along with many other causes of action, not a matter of successor liability.

SWORN to before me this
30 day of January 2014.


Notary Public for South Carolina
My Commission Expires: 04/28/2014


Robin Johnson

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

Robinson Johnson and CQI Pharmacy)
Services, LLC,)

Plaintiffs,)

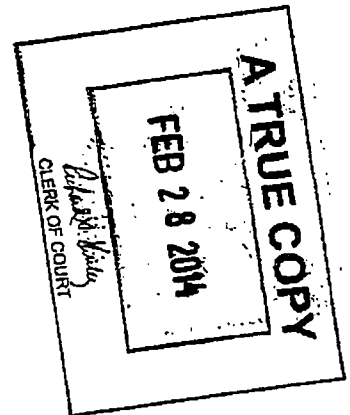
vs.)

Robert Little and CQI Oncology/Infusion)
Services, LLC,)

Defendants.)

IN THE COURT OF COMMON PLEAS
#2013-CP-04-02228

ANSWER AND COUNTERCLAIM



ANSWER

Defendants answer the Complaint as follows:

1. Allegations made in the Complaint are denied unless specifically admitted herein.
2. Defendants admit the allegations made in Paragraphs 1., 2., 3., 4., 5., 6., 7., 9., 10., 12., and 18. of the Complaint.
3. Defendants deny the allegations made in Paragraphs 8., 16., 20., 22., 23., 25., 26., 27., 28., 30., 31., 32., 33., 34., 35., 37., 38., 39., 40., 41., 42., 44., 45., 46., 47., and 48. of the Complaint.
4. Answering paragraphs 11., 13., 14., and 15. of the Complaint, Defendants lack sufficient information, knowledge and belief to answer said paragraphs and therefore deny the same.
5. Answering paragraphs 19. and 21. of the Complaint, Defendants admit that the Purchase and Sale Agreement contains the provisions set forth therein. Defendants deny any allegations by Plaintiffs concerning the Agreement if such allegations

contradict the terms of the Agreement.

6. Defendants answer paragraphs 17., 24., 29., 36., and 43. of the Complaint by incorporating herein this Answer.

7. Further answering the Complaint, Defendants will show that the Complaint should be dismissed because Plaintiffs are not liable for Defendants' debts.

The Purchase and Sale Agreement executed by and between the parties provides that Plaintiffs agreed to purchase the assets of Defendant CQI Oncology/Infusion Services, LLC, but the Agreement does not provide that Plaintiffs assumed the liabilities of said Defendant.

A successor company is not liable for the debts of a predecessor company under a theory of successor liability unless the successor company agreed to assume such debts.

8. Further answering the Complaint, Defendant Robert Little will show that he should be dismissed as a party to this action because Plaintiffs purchased the assets of Defendant CQI Oncology/Infusion Services, LLC, but Plaintiffs did not purchase any assets from Defendant Robert Little.

The real party in interest is Defendant CQI Oncology/Infusion Services, LLC, which is a limited liability company duly formed and in good standing with the SC Secretary of State.

COUNTERCLAIM

Defendants counterclaim against Plaintiff as follows:

9. The Answer above is incorporated herein.

10. Plaintiffs owe to Defendant CQI Oncology/Infusion Services, LLC the sum of \$7650.00 as Defendant CQI Oncology/Infusion Services, LLC's 85% share of \$9000.00 in sales from August 2012.

Defendant CQI Oncology/Infusion Services, LLC is entitled to and hereby

requests judgment against Plaintiffs in the amount of \$7650.00.

11. Plaintiffs owe to Defendant CQI Oncology/Infusion Services, LLC the sum of \$8135.04 as payment for Plaintiff's share of expenses paid by Defendant CQI Oncology/Infusion Services, LLC.

Defendant CQI Oncology/Infusion Services, LLC is entitled to and hereby requests judgment against Plaintiffs in the amount of \$8135.04.

WHEREFORE, Defendants pray that the relief requested in the Complaint be denied and that the relief requested in the Counterclaim be granted.

Date: February
27, 2014.


James M. Robinson, Attorney for Defendants
ROBINSON LAW FIRM, P. A.
P.O. Box 738
Easley, SC 29641
864.859.7501

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Robin Johnson and
CQI Pharmacy Services, LLC,

Plaintiffs,

v.

Robert Little and CQI Oncology/ Infusion
Services, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

2013-CP-04-02228

MOTION TO DISMISS
DEFENDANTS' COUNTERCLAIM
SCRCP 12(b)(6)

TO: Defendants and their Attorney, James M. Robinson:

PLEASE TAKE NOTICE that Plaintiffs named above respectfully move before the Court at such date and time as the Court shall set, for an order granting Plaintiffs' the following relief:

That the Defendants' Counterclaim be dismissed pursuant to SCRCP 12(b)(6) for failure to state facts sufficient to constitute a cause of action.

Defendants' counterclaim is not plausible on its face, contains unsupported allegations, and does not arise out of the transaction or occurrence that is the subject matter of Plaintiff's claim.

Defendants' counterclaim violates SCRCP Rule 13 which requires that a counterclaim "arises out of the transaction or occurrence that is the subject matter of the opposing party's claim"

Plaintiffs filed multiple causes of action stemming from a breach of contract of a Purchase and Sale agreement entered into May 9, 2013. In its Answer, the Defendants' admitted

the existence of that contract. However, Defendants' counterclaim asserts damages that are unrelated to the Purchase and Sale agreement entered into May 9, 2013.

Plaintiffs' original complaint is seeking damages for willful, fraudulent, reckless, intentional, or negligent conduct by Defendants against Plaintiffs. On the other hand, Defendants counterclaim is based upon unsupported allegations unrelated to the allegations contained in the complaint.

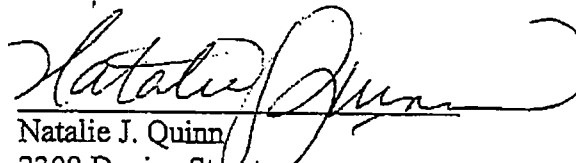
In Defendants' Answer, Defendants did not describe any factual allegations that Plaintiffs' have any debt owed to Defendants.

Defendants' counterclaim is based on general conclusory allegations, without any verification or additional documents to support those allegations.

Defendants simply accuse Plaintiffs of owing certain amounts and want the court to grant those amounts without any basis therefore and without Defendants' compliance with procedural requirements.

For reasons stated herein, Defendants' counterclaim is not plausible and contains unsupported allegations. In addition, Defendants' counterclaim does not arise from the subject matter of Plaintiffs' complaint and must be dismissed.

WHEREFORE, the Plaintiffs' pray that the Defendants' counterclaim be dismissed.


Natalie J. Quinn
2309 Devine Street
Columbia, South Carolina 29205
Fax (803) 254-7751
Attorney for Plaintiffs

_____, 2014
Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
Robins Johnson and CQI Pharmacy)
Services, LLC)
Plaintiff,)
vs.)
Robert Little and CQI Oncology/Infusion)
Services, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE TENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-04-02228

PLAINTIFFS ANSWERS TO
DEFENDANTS' REQUEST
FOR PRODUCTION OF DOCUMENTS
AND OTHER ITEMS

TO: THE DEFENDANTS ABOVE-NAMED AND THEIR ATTORNEY JAMES M.
ROBINSON:

The Plaintiffs respond to the Defendants' Requests for Production as follows:

1. Any photographs, plats, sketches, or other prepared documents, including statements from witnesses, identified in your Answers to Interrogatories.

Answer: See attached invoices.

2. A description of any tangible thing, other than documents, which you intend to introduce as evidence in the trial of this case or to use for impeachment of witnesses in the trial of this case.

Answer: The Plaintiffs do not have any tangible evidence in their possession

3. Any documents which you intend to use as evidence in the trial of this case or to use for the impeachment of witnesses in the trial of this case.

Answer: See attached.

4. Anything or documents which are relevant to the subject matter of this action, regardless of whether you intend to use such as evidence or for impeachment.

Answer: See attached.

Wherefore the Plaintiffs have responded to the Defendants Production Requests.

Dated this 22nd day of January, 2016.

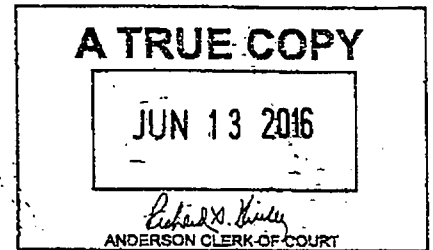
Respectfully submitted,

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

Natalie J. Quinn
2309 Devine Street
Columbia, SC 29205
(803) 771-0936
Fax (803) 254-7751
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
Robin Johnson and CQI Pharmacy)
Services, LLC)
Plaintiff,)
vs.)
Robert Little and CQI Oncology/Infusion)
Services, LLC)
Defendants.)

MOTION FOR RECONSIDERATION
CASE NO.: 2013-CP-04-02228



TO: Natalie J. Quinn, attorney for Plaintiff, and the Honorable Ellis B. Drew,
Anderson County Master-in-Equity:

YOU WILL PLEASE TAKE NOTICE THAT Defendants will move before the Honorable Ellis B. Drew, at such date and time as the Court shall set, for an order granting to Defendants the following relief:

1. That the Order filed May 31, 2016 (hereafter "the Order") be amended pursuant to SCRPC 52 (b) and 59 (e), as set forth below.
2. The Order be amended to include a finding of fact that the Purchase and Sale Agreement (hereafter "the Agreement") executed between the parties does not contain any representation by the Seller as to the Seller's accounts payable or liability therefore, and the Agreement does not contain any provision which requires the Seller to pay invoices issued to the Purchaser.
3. The Order be amended to include a finding of fact that Defendant CQI Oncology/Infusion Services, LLC (hereafter "Defendant Oncology Services") removed Plaintiff Robin Johnson (hereafter "Plaintiff Johnson") as a signatory on Defendant Oncology Services' checking account only after Plaintiff removed Defendant Robert Little (hereafter "Defendant Little") as a signatory on Plaintiffs' checking account.
4. The Order be amended to include findings of fact that Plaintiff presented to

the Court 29 invoices which Plaintiff claimed Defendants should pay; that 16 of those invoices were issued to Plaintiff CQI Pharmacy Services, LLC (hereafter "Plaintiff Pharmacy Services") by Cardinal Health; that the invoices issued by Cardinal Health specifically state that the goods were ordered by Plaintiff Johnson; that 10 out of the 29 invoices were issued to Plaintiff Pharmacy Services by creditors other than Cardinal Health; that 3 out of the 29 invoices were issued to Defendant Oncology Services; and that none of the 29 invoices were issued to Defendant Little.

5. The Order be amended to include a finding of fact that the assets sold to Plaintiffs were owned by Defendant Oncology Services.

The Agreement states that:

"WHEREAS Seller is selling to CQI Pharmacy Services, LLC... certain Assets of CQI Oncology/Infusion Services, LLC."

The Agreement also states that:

"WHEREAS Seller desired to sell and Purchaser desires to purchase all contracts, titles, client lists, contacts, vendor lists of CQI Oncology/Infusion Services, LLC."

And the Agreement specifically provides that:

"1. Purchase and Sale:

... Seller agrees to sell the Assets of CQI Oncology/Infusion Services, LLC..."

6. That the Order be amended to include a finding of fact that Defendant CQI Oncology/Infusion Services, LLC is a duly formed, filed and existing limited liability company which is in good standing with the S.C. Secretary of State.

7. The Order be amended to include a conclusion of law that the Agreement does not contain any provision which requires Defendant Oncology Services to pay invoices issued to Plaintiff Pharmacy Services, and that judgment be entered for Defendants.

8. The Order be amended to include a conclusion of law that, aside from the Agreement, there is no legal basis to require Defendant Oncology Services to pay invoices issued to Plaintiff Pharmacy Services, and that judgment be entered for Defendants.

9. The Order to be amended to state specifically the reasons for setting Plaintiffs' damages at \$50,000.00.

Plaintiffs' complaint states that Plaintiffs paid invoices, which Defendant Oncology Services should have paid, totaling \$25,568.59. The trial Judge ruled that Plaintiffs were not entitled to punitive damages, so Plaintiffs' damages should be, at most, \$25,568.59.

10. The Order should be amended to include a conclusion of law that Plaintiff Pharmacy Services is not responsible for the debts of Defendant Oncology Services under a theory of successor liability, and judgment entered for Defendants.

In the absence of a statute, a successor company is not ordinarily liable for the debts of a predecessor company under a theory of successor liability unless: (a) there was an agreement to assume such debts; (b) the circumstances surrounding the transaction indicate a consolidation of the two corporations; (c) the successor company was a mere continuation of the predecessor company; or (d) the transaction was fraudulently entered into for the purpose of wrongfully denying creditor claims. *Walton v. Mazda of Rock Hill*, 376 S.C. 301, 657 S.E.2d 67 (S.C.App. 2007).

11. If Plaintiffs are entitled to judgment, then judgment should be entered against Defendant Oncology Services, not Defendant Robert Little, and the Order should be amended accordingly.

As set forth above, the Agreement states that Plaintiffs were purchasing assets from Defendant Oncology Services. If there is any legal basis to hold Defendant Oncology Services liable for invoices issued to Plaintiff Pharmacy Services, then such liability should fall upon Defendant Oncology Services, the LLC, and not Robert Little, individually.

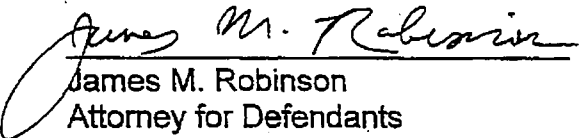
S.C. Code Section 33-44-303 provides that the debts, obligations, and liabilities of an LLC, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the company. A member or manager is not personally liable for a debt, obligation, or liability of the company solely by reason of being or acting as a member or manager.

It is uncontroverted that the assets were sold to Plaintiff by the Defendant CQI

Oncology/Infusion Services, LLC and not Defendant Little, so that any judgment arising out of the sale of these assets should be entered against Defendant Oncology/Infusion Services, LLC and not Defendant Robert Little.

WHEREFORE Defendants pray that the relief requested above be heard and granted.

Date: June 8, 2016


James M. Robinson
Attorney for Defendants
P.O. Box 738
Easley, SC 29641
864.859.7501

1 THE COURT: THIS IS CASE 2013-CP-04-2228 ENTITLED
2 ROBIN JOHNSON AND CQI PHARMACY SERVICES, LLC VERSUS ROBERT
3 LITTLE AND CQI ONCOLOGY/INFUSION SERVICES, LLC.

4 THIS MATTER WAS REFERRED DECEMBER 18, 2014. A
5 HEARING IS BEING HELD APRIL 19, 2016, ATTENDED BY ATTORNEY
6 NATALIE J. QUINN ON BEHALF OF THE PLAINTIFFS AND ATTORNEY
7 JAMES M. ROBINSON ON BEHALF OF THE DEFENDANTS.

8 ANYTHING FOR THE RECORD PRIOR TO TAKING THE
9 TESTIMONY?

10 MS. QUINN: NO, YOUR HONOR.

11 MR. ROBINSON: NO, SIR.

12 THE COURT: ALL RIGHT, ARE YOU READY TO PROCEED?

13 MS. QUINN: DO YOU PREFER A SHORT OPENING
14 STATEMENT OR DO YOU WANT TO JUST START WITH THE TESTIMONY,
15 YOUR HONOR?

16 THE COURT: WELL, I'VE READ THE FILE. I'D
17 APPRECIATE JUST A SHORT STATEMENT TELLING ME EXACTLY WHAT
18 THE PLAINTIFF IS SEEKING AND I'LL GIVE MR. ROBINSON A
19 CHANCE TO STATE HIS POSITION.

20 MS. QUINN: OKAY. WE ARE GOING TO TRY TO MAKE
21 THIS AS SIMPLE AS POSSIBLE AND I THOUGHT IT MIGHT BE EASIER
22 TO ---

23 THE COURT: THAT'S GOOD.

24 MS. QUINN: --- REFER TO THE PLAINTIFF AS
25 PHARMACY AND PERHAPS THE DEFENDANT COMPANY AS ONCOLOGY.

1 THE COURT: THAT'S FINE.

2 MS. QUINN: THIS IS PRIMARILY A BREACH OF
3 CONTRACT CASE. YOU WILL HEAR TESTIMONY FROM THE PLAINTIFF
4 THAT SHE ENTERED INTO A CONTRACT UPON THE RELIANCE OF
5 REPRESENTATIONS OF THE DEFENDANT. SHE WILL TESTIFY THAT
6 THE RELIANCE WAS DETRIMENTAL. YOU WILL HEAR OF THE
7 DEFENDANT'S FRAUDULENT ACTS PRIOR TO ENTERING INTO THE
8 CONTRACT AND THE PLAINTIFF IS SEEKING ACTUAL DAMAGES AS
9 WELL AS ATTORNEY FEES AND COSTS.

10 THE COURT: ALL RIGHT.

11 MR. ROBINSON: THE DEFENDANT DENIES THE ABOVE,
12 YOUR HONOR.

13 THE COURT: THANK YOU. ALL RIGHT, MS. QUINN,
14 YOU MAY PROCEED.

15 MS. QUINN: I'D LIKE TO CALL THE PLAINTIFF,
16 ROBIN JOHNSON.

17 THE COURT: ALL RIGHT. COME AROUND AND BE
18 SWORN, PLEASE, MA'AM.

19 ROBIN JOHNSON, PLAINTIFFS' WITNESS, SWORN:

20 THE COURT: ALL RIGHT, MS. QUINN, YOU MAY
21 PROCEED.

22 MS. QUINN: THANK YOU, YOUR HONOR.

23 DIRECT EXAMINATION

24 BY MS. QUINN:

25 Q. MS. JOHNSON, WOULD YOU PLEASE STATE YOUR NAME?

1 A. MY NAME IS ROBIN JOHNSON.

2 Q. AND WHERE DO YOU LIVE, MS. JOHNSON?

3 A. I LIVE AT 162 HAMMOND AVENUE IN WEST COLUMBIA, SOUTH
4 CAROLINA.

5 Q. AND THAT IS IN LEXINGTON COUNTY?

6 A. YES, IT IS LEXINGTON COUNTY.

7 Q. AND WHAT DO YOU DO?

8 A. I AM AN OWNER OF A COMPANY IN WEST COLUMBIA, LEXINGTON
9 COUNTY.

10 Q. AND THE NAME OF THAT COMPANY?

11 A. CQI PHARMACY SERVICES.

12 Q. THANK YOU. AND HOW LONG HAVE YOU OWNED THAT COMPANY?

13 A. FOR THREE YEARS NOW.

14 Q. CAN YOU PLEASE EXPLAIN YOUR RELATIONSHIP WITH THE
15 DEFENDANT COMPANY AND THE DEFENDANT ROBERT LITTLE?

16 A. YES. I WAS AN EMPLOYEE WITH THE DEFENDANT'S COMPANY
17 FOR MORE THAN 20 YEARS. I'VE KNOWN THE DEFENDANT FOR
18 AT LEAST 20 YEARS. WE HAD A WORKING RELATIONSHIP AS
19 WELL AS A FRIENDSHIP.

20 Q. HOW LONG DID YOU WORK FOR HIS COMPANY?

21 A. AT LEAST 20-PLUS YEARS.

22 Q. AND WHEN DID YOU STOP WORKING FOR HIS COMPANY?

23 A. APRIL THE 26TH OF 2013.

24 Q. PRIOR TO THAT TIME WERE YOU ENTERING INTO NEGOTIATIONS
25 FOR A CONTRACT WITH THE DEFENDANT ---

1 A. YES.

2 Q. --- AND HIS COMPANY?

3 A. YES, MA'AM.

4 MS. QUINN: MAY I APPROACH THE WITNESS, YOUR
5 HONOR?

6 THE COURT: YES, MA'AM.

7 Q. MS. JOHNSON, I'D LIKE FOR YOU TO TELL US WHAT THIS
8 AGREEMENT IS.

9 A. THIS IS THE PURCHASE AND SALE AGREEMENT THAT MAX AND I
10 HAD COME TO AN AGREEMENT WITH AND WE BOTH SIGNED ON
11 MAY THE 9TH OF 2013.

12 MR. ROBINSON: NO OBJECTION.

13 MS. QUINN: I'D ENTER THIS INTO THE RECORD AS
14 PLAINTIFFS' EXHIBIT 1.

15 THE COURT: ADMITTED.

16 (PLAINTIFFS' EXHIBIT 1 IN EVIDENCE.)

17 Q. MS. JOHNSON, I'D LIKE FOR YOU TO LOOK IN PARTICULAR AT
18 THE BOTTOM OF PAGE 1 AND THE TOP OF PAGE 2. PLEASE
19 TELL US WHAT THIS -- WHAT WERE YOU BUYING EXACTLY?

20 A. I WAS BUYING THE ASSETS OF THE COMPANY.

21 Q. WHAT DID YOU EXPECT THAT TO ENCOMPASS?

22 A. I WAS ACTUALLY BUYING THE ASSETS OF THE COMPANY AND
23 THE VENDOR RELATIONSHIPS THAT WE HAD HAD WITH THESE
24 VENDORS FOR OVER 20 YEARS. THE VENDORS THAT WE WORKED
25 WITH KNEW ME AS THE PERSON THAT THEY DEALT WITH ON A

1 DAY TO DAY BASIS.

2 Q. AND WHAT DID YOU GET?

3 A. WHEN I BOUGHT THE COMPANY?

4 Q. YES.

5 A. I DID NOT GET THE ASSETS AND THE VENDOR RELATIONS WERE
6 NOT WHERE THEY WERE SUPPOSED TO BE DUE TO NON-PAYMENT
7 OF THE CHECKS.

8 Q. ON THE TOP OF PAGE 2 IT SAYS THAT THE "SELLER SHALL
9 NOT INTERFERE WITH ANY EXISTING OR FUTURE
10 RELATIONSHIPS THAT CQI PHARMACY SERVICES, LLC HAS OR
11 MAY HAVE WITH ANY AND ALL COMPANIES...."

12 A. YES, MA'AM.

13 Q. WAS THAT PART OF THE CONTRACT MET?

14 A. NO, IT WAS NOT BECAUSE HE DID INTERFERE WITH THE
15 VENDORS AND THE CLIENTS.

16 Q. AND HOW DID HE INTERFERE?

17 A. AS HIS EMPLOYEE MY JOB WAS TO DO ACCOUNTS PAYABLE AND
18 SO PRIOR TO MY LEAVING THE COMPANY I HAD DONE MY JOB.
19 I HAD DEPOSITED THE MONEY INTO THE ACCOUNT TO PAY
20 THESE INVOICES THAT WERE DUE AND I HAD PAID ALL THE
21 INVOICES THAT WERE DUE SO WHEN I ENTERED INTO THIS
22 AGREEMENT, TO MY KNOWLEDGE ALL THE VENDORS HAD BEEN
23 PAID AND ALL THAT HAD BEEN TAKEN CARE OF BUT WITHOUT
24 MY KNOWLEDGE, AT SOME POINT IN TIME MR. LITTLE HAD
25 TAKEN ME OFF AS A SIGNER ON THE ACCOUNT AND HAD

1 RETRACTED ALL THOSE CHECKS THAT HAD BEEN WRITTEN. SO
2 THEREFORE, THE VENDORS STARTED CALLING ME AND SAYING
3 THAT WE HAD HAD RETURNED CHECKS WHICH WAS A BREACH OF
4 WARRANTY, I BELIEVE IS THE TERM THAT WAS USED. I HAD
5 NO IDEA WHAT THAT MEANT. I KNEW THAT THERE WAS MONEY
6 IN THE ACCOUNT BECAUSE I HAD MADE THE DEPOSIT INTO THE
7 ACCOUNT TO PAY THESE INVOICES SO I HAD TO GO TO THE
8 BANK TO FIND OUT WHAT THAT TERM MEANT AND WHY THE
9 CHECKS WERE BEING RETURNED AND THAT'S WHEN I WAS TOLD
10 THAT I HAD BEEN TAKEN OFF AS A SIGNER.

11 MR. ROBINSON: OBJECTION TO HEARSAY, YOUR HONOR.

12 THE COURT: JUST TELL US WHAT HAPPENED, IF YOU
13 KNOW.

14 A. THAT I WAS TAKEN OFF AS A SIGNER ON THE ACCOUNT.

15 Q. WHAT DID THESE VENDORS ASK OF YOU?

16 A. THEY ASKED THAT THESE INVOICES BE PAID IMMEDIATELY SO
17 THAT I COULD CONTINUE TO RECEIVE SUPPLIES FROM THESE
18 VENDORS. IF THESE VENDORS WERE NOT PAID AND THESE
19 PARTICULAR INVOICES WERE NOT CLEARED THEN WE COULD NOT
20 ORDER ANY OTHER PRODUCTS.

21 Q. AND IF YOU DIDN'T PAY IT?

22 A. THEN MY BUSINESS STOPPED.

23 Q. I'D LIKE TO GIVE YOU SOME INVOICES AND IF YOU COULD
24 PLEASE TELL US WHAT THOSE ARE.

25 A. THE FIRST INVOICE THAT I'M LOOKING AT WOULD BE THE

1 ROBINSON CAN FIND THEM. I BELIEVE SHE HAD THREE RIGHT NOW
2 YOU SAID. LET'S TRY TO IDENTIFY THEM SO MR. ROBINSON CAN
3 FIND THEM. ALL RIGHT, PROCEED.

4 Q. CAN YOU TELL ME AGAIN THE STATUS AND CAN YOU GIVE A
5 DATE?

6 A. THAT INVOICE IS DATED APRIL THE 15TH, 2013.

7 MR. ROBINSON: I THINK YOU LOOKED AT THE VERIZON
8 FOR \$165.92. I DO HAVE A COPY OF THAT, YOUR HONOR.

9 THE COURT: ALL RIGHT. IT'S ADMITTED.

10 (PLAINTIFFS' EXHIBIT 3 IN EVIDENCE)

11 MR. ROBINSON: I'VE GOT A COPY OF THE FEDEX FOR
12 \$66.52 AND THAT SEEMS TO BE A THREE PAGE SO I'VE GOT A COPY
13 OF THAT.

14 THE COURT: ADMITTED.

15 (PLAINTIFFS' EXHIBIT 2 IN EVIDENCE.)

16 Q. GO AHEAD.

17 A. THIS IS THE FEDEX BILL FOR \$66.52. THAT WAS BILLED TO
18 CQI ONCOLOGY/INFUSION SERVICES. AND THEN THE NEXT
19 INVOICES I'M LOOKING AT IS ONE OF MY BIGGEST VENDORS,
20 CARDINAL HEALTH. THE INVOICES THAT ARE ATTACHED TO
21 THIS FILE ARE DATED FOR 3-28-13 OR 3-30 AND THEY ALL
22 HAVE TO BE PAID BY THE END OF APRIL. THESE INVOICES
23 WERE ALSO ONE OF THE CHECKS THAT WAS RECALLED BACK FOR
24 BREACH OF WARRANTY. IT WAS A TOTAL OF \$17,956.89.

25 Q. MS. JOHNSON, I'D LIKE TO HAND YOU THIS DOCUMENT WHICH

1 WAS PROVIDED IN THE SUPPLEMENTAL DISCOVERY.

2 MR. ROBINSON: I OBJECT TO THESE, YOUR HONOR.
3 THEY WERE NOT PROVIDED IN THE PREVIOUS RESPONSES TO
4 DISCOVERY. I HAVEN'T SEEN THIS BEFORE THIS MORNING. MS.
5 QUINN SAYS THAT SHE SENT IT TO ME YESTERDAY OR TODAY BUT I
6 HAVEN'T SEEN IT.

7 THE COURT: I'LL UPHOLD YOUR OBJECTION TO THOSE
8 IF THEY HAVEN'T BEEN SUBMITTED. WE'LL MARK THEM FOR
9 IDENTIFICATION AT THIS TIME.

10 (PLAINTIFFS' EXHIBIT 4 FOR IDENTIFICATION)

11 Q. HOW DO YOU KNOW THAT THAT INVOICE FROM CARDINAL
12 HEALTH, HOW DO YOU KNOW THAT THAT'S FOR THE DEFENDANT
13 COMPANY?

14 A. ON THE INVOICE, THE CUSTOMER NUMBER IS THE SAME
15 CUSTOMER NUMBER THAT WE'VE HAD FOR THE PAST 20 YEARS
16 SO THIS CUSTOMER NUMBER WAS THE CUSTOMER NUMBER THAT
17 WAS RELATED TO CQI ONCOLOGY/INFUSION SERVICES.

18 Q. AND CAN YOU HELP ME UNDERSTAND, DID THE DEFENDANT EVER
19 USE THE NAME CQI PHARMACY SERVICES?

20 A. YES. IN THE PHARMACY WORLD WE HAVE OUR DIFFERENT KIND
21 OF LICENSE AND HE OPERATED UNDER THE NAME OF CQI
22 PHARMACY SERVICES BECAUSE THAT WAS THE NAME OF OUR
23 NON-DISPENSING LICENSE THAT WE HAD AT THE TIME. AT
24 ONE POINT IN TIME HE HELPED ME FORM A COMPANY SO THAT
25 WE WOULD HAVE A COMPANY NAME BY THE NAME OF CQI

1 PHARMACY SERVICES. HE WAS ABLE TO HELP ME START THIS
2 COMPANY.

3 Q. OKAY. MS. JOHNSON, I'M GOING TO GIVE YOU A FEW MORE
4 INVOICES. I BELIEVE I JUST HANDED YOU AN INVOICE FOR
5 BRACCO, IS THAT RIGHT?

6 A. NO, MA'AM. YOU HANDED ME AN INVOICE FOR OWENS & MINOR
7 AND MSD.

8 Q. OKAY. THANK YOU. DID I GIVE YOU THE BRACCO IN THE
9 PRIOR INVOICES?

10 A. NO, MA'AM. I'M SORRY. IT'S RIGHT HERE BEHIND THIS
11 ONE. I'M SORRY.

12 Q. AND CAN YOU TELL US ABOUT THAT INVOICE, PLEASE?

13 A. THIS INVOICE IS ALSO ANOTHER INVOICE THAT WAS -- THE
14 CHECK WAS RETURNED DUE TO THE FACT OF BREACH OF
15 WARRANTY AND IT IS FOR CQI ONCOLOGY/INFUSION SERVICES.
16 THE PRODUCTS WERE SOLD TO THAT COMPANY.

17 Q. THANK YOU. AND HOW MUCH IS THAT INVOICE?

18 A. \$337.56.

19 Q. AND THE OWENS BILL?

20 A. THE OWENS BILL IS ALSO A CHECK THAT WAS RETURNED DUE
21 TO BREACH OF WARRANTY FOR \$1,867.50.

22 Q. WHO IS THAT BILL FOR?

23 A. IT SAYS CQI PHARMACY SERVICES.

24 Q. WHOSE COMPANY WAS THAT BILL FOR?

25 A. THIS WAS BILLED -- THESE SUPPLIES WERE BOUGHT UNDER

1 CQI ONCOLOGY/INFUSION SERVICES. WHEN WE FORMED THESE
2 TWO COMPANIES CQI ONCOLOGY/INFUSION SERVICES WAS A
3 MEDICAL SUPPLY COMPANY. ALL MEDICAL SUPPLIES WERE
4 THROUGH THAT COMPANY AND IF YOU LOOK AT THESE, THESE
5 ARE MASKS -- THESE ARE MED/SURG SUPPLIES. THE CQI
6 PHARMACY SERVICES COMPANY WAS FORMED FOR
7 PHARMACEUTICAL ONLY.

8 Q. AND THE MSD INVOICE?

9 A. THE MSD INVOICE IS ALSO A CHECK THAT WAS RETURNED
10 BECAUSE OF BREACH OF WARRANTY FOR \$5,174.02. IT IS
11 ALSO BILLED TO CQI PHARMACY SERVICES BUT IT HAS OUR
12 DEA LICENSE THAT WAS IN THE NAME OF CQI
13 ONCOLOGY/INFUSION SERVICES AND I HAVE DOCUMENTS -- I
14 HAVE A DEA NUMBER HERE, COPIES OF THAT, AND THE NUMBER
15 IS BC7751399 AND THAT FEDERAL DEA NUMBER IS ALSO ON
16 THIS ENVELOPE THAT'S RELATED TO CQI ONCOLOGY/INFUSION
17 SERVICES.

18 Q. DO YOU HAVE UP THERE THE DEA CERTIFICATE OF
19 REGISTRATION FOR THE STATE AND FOR THE FEDERAL?

20 A. YES, MA'AM.

21 Q. AND THE DEA NUMBER IS THE BC NUMBER, IS THAT CORRECT?

22 A. THAT'S CORRECT.

23 Q. AND IS THAT THE SAME NUMBER AS THE CUSTOMER LICENSE ON
24 THE MSD INVOICE?

25 A. YES, MA'AM.

1 MS. QUINN: I'D LIKE TO ENTER THOSE DOCUMENTS
2 INTO EVIDENCE.

3 MR. ROBINSON: NO OBJECTION. WE RECEIVED THEM.

4 THE COURT: ALL RIGHT, THANK YOU.

5 (PLAINTIFFS' EXHIBITS 4, 5, 6 & 7 IN EVIDENCE.)

6 Q. MS. JOHNSON, Y'ALL HAVE SIMILAR NAMES WITH REGARDS TO
7 THE COMPANY NAMES THAT EACH OF YOU HAVE CHOSEN. HOW
8 DOES ONE KNOW THE DIFFERENCE?

9 A. CQI ONCOLOGY/INFUSION SERVICES WAS STRICTLY BUYING
10 MEDICAL/SURGICAL SUPPLIES AND CQI PHARMACY SERVICES
11 WAS STRICTLY FOR PHARMACEUTICALS.

12 Q. SO ALL OF THE INVOICES I GAVE YOU, WHAT WERE THOSE
13 FOR?

14 A. MEDICAL/SURGICAL SUPPLIES.

15 Q. AND THOSE WERE FOR WHAT COMPANY?

16 A. CQI ONCOLOGY/INFUSION SERVICES.

17 Q. HOW DID YOU PAY THOSE?

18 A. I PAID THOSE WITH A CHECK OUT OF CQI ONCOLOGY/INFUSION
19 SERVICES' CHECKBOOK.

20 Q. AND WAS THAT A TOTAL OF A LITTLE OVER \$25,000.00?

21 A. YES, MA'AM.

22 Q. WHEN DID YOU PAY THOSE?

23 A. I PAID THOSE ANYWHERE FROM APRIL THE 12TH TO APRIL THE
24 — TO MY LAST DAY THERE, APRIL 26TH. ALL THESE
25 INVOICES WERE DUE AT THE END OF APRIL. THERE WAS

1 MONEY DEPOSITED INTO THE ACCOUNT OF CQI
2 ONCOLOGY/INFUSION SERVICES TO PAY ALL OF THESE
3 INVOICES.

4 Q. TELL ME ABOUT THAT MONEY YOU DEPOSITED INTO THE
5 ACCOUNT. WHAT DID YOU DEPOSIT?

6 A. ONE DEPOSIT WAS OVER \$50,000.00 AND ANOTHER ONE WAS
7 OVER \$18,000.00.

8 Q. AND WHAT WERE THOSE DEPOSITS FOR?

9 A. THOSE WERE FROM THE CUSTOMERS THAT WE HAD ALREADY SOLD
10 THE PRODUCTS TO THAT HAD PAID US FOR THE PRODUCTS.
11 THE PRODUCTS HAD ALREADY BEEN SHIPPED OUT TO THE
12 CUSTOMERS AND THE CUSTOMERS HAD PAID US FOR THE
13 PRODUCTS THAT HAD BEEN SENT OUT AND THESE INVOICES
14 WERE INVOICES FOR THOSE PRODUCTS.

15 Q. AND DID YOU DEPOSIT - WHICH ACCOUNT DID YOU DEPOSIT
16 THAT INTO?

17 A. INTO THE CQI ONCOLOGY/INFUSION SERVICES ACCOUNT.

18 Q. THAT'S THE DEFENDANT'S ACCOUNT?

19 A. YES, MA'AM.

20 Q. AND YOU WROTE THE CHECKS OUT OF THAT SAME ACCOUNT?

21 A. YES, I DID.

22 Q. BASED ON YOUR TESTIMONY YOU WROTE THESE CHECKS PRIOR
23 TO THE MAY 9 DATE OF THE PURCHASE AGREEMENT?

24 A. THAT IS CORRECT.

25 Q. TELL ME WHY YOU DID THAT.

1 A. I DID THAT BECAUSE KNOWING THAT WE WERE GOING TO MOVE
2 FORWARD AND I WAS GOING TO BUY THE COMPANY, I MADE
3 SURE -- NUMBER ONE, I HAD BEEN RUNNING THE COMPANY FOR
4 15 -- WELL, I HAD BEEN RUNNING THE COMPANY FOR OVER 20
5 YEARS BEFORE ROBERT LITTLE EVEN OWNED IT AND WHEN HE
6 PURCHASED THE COMPANY I CONTINUED TO RUN THAT COMPANY
7 TO THE BEST OF MY ABILITY, AS IF IT WAS MY COMPANY.
8 SO ONE OF MY JOBS BEFORE I LEFT THE COMPANY WAS
9 ACCOUNTS PAYABLE, TO MAKE SURE THAT THESE INVOICES ARE
10 PAID ON TIME, IN A VERY TIMELY MANNER, WHICH IS VERY
11 IMPORTANT IN THIS BUSINESS FOR US TO CONTINUE TO
12 RECEIVE OUR MEDICAL SUPPLIES TO CONTINUE OUR BUSINESS
13 AND I WANTED TO MAKE SURE THAT THAT WAS DONE SO THAT
14 THE -- BY THE BUY AND SALE AGREEMENT, WHEN I BOUGHT
15 THE COMPANY, NOT ONLY WAS I BUYING THE ASSETS BUT I
16 WAS BUYING THE VENDORS AND THAT THEY WOULD BE IN GOOD
17 STANDING.

18 Q. AND I HEARD YOU TESTIFY THAT CARDINAL WAS A BIG
19 VENDOR, AN IMPORTANT VENDOR.

20 A. CARDINAL IS THE BIGGEST VENDOR THAT WE PURCHASE FROM.

21 Q. AND HOW LONG HAS -- WHEN YOU SAY WE PURCHASE FROM,
22 WHAT COMPANY?

23 A. CQI ONCOLOGY/INFUSION SERVICES.

24 Q. SO THAT WAS THEIR VENDOR?

25 A. YES, YES.

1 Q. AND HOW LONG HAD CQI BEEN DOING BUSINESS WITH
2 CARDINAL?

3 A. AT LEAST 15 YEARS, A LONG TIME.

4 Q. AND THAT WAS THE \$17,000.00 IN INVOICES?

5 A. YES, MA'AM.

6 Q. WHAT DID YOU DO WITH THE CHECKBOOK OF CQI ONCOLOGY?

7 A. I SENT IT TO ROBERT LITTLE.

8 Q. WAS THERE ANY MONEY IN IT WHEN YOU SENT IT TO HIM?

9 A. THERE WAS A THOUSAND DOLLARS LEFT IN IT TO PAY AN
10 AMERICAN EXPRESS BILL THAT I DID NOT HAVE TIME TO PAY
11 FOR HIM, SO THAT HE COULD PAY THE AMERICAN EXPRESS
12 BILL.

13 Q. AND YOU WERE BUYING THE ASSETS OF THE COMPANY SO WHY
14 DID YOU GIVE HIM ANY MONEY BACK?

15 A. I WAS BUYING THE COMPANY KNOWING THAT EVERY ACCOUNT
16 WAS IN GOOD STANDING.

17 Q. AND WHAT MADE YOU GIVE HIM THE AMERICAN EXPRESS MONEY
18 BACK?

19 A. SO THAT THE BILL COULD BE PAID IN A TIMELY MANNER.

20 Q. DID HE KNOW ABOUT THAT?

21 A. I'M SURE I LET HIM KNOW THAT BACK THEN, YES, MA'AM, AS
22 WELL AS WHAT HAD TRANSPIRED AND PAYING ALL THE
23 INVOICES.

24 Q. AND THERE WASN'T ANY REQUIREMENT FOR YOU TO PAY THAT
25 INVOICE, WAS THERE?

1 A. NO, MA'AM.

2 Q. WHEN YOU ENTERED INTO THE PURCHASE AGREEMENT, DID YOU
3 HAVE ANY RELIANCE ABOUT ANY REPRESENTATIONS OF THE
4 DEFENDANT?

5 A. I TRUSTED MAX AND FELT THAT HIS REPRESENTATION THAT HE
6 WOULD -- WHEN WE WERE NEGOTIATING THIS PURCHASE AND
7 SALE AGREEMENT MAX WANTED A LOT MORE MONEY FOR THE
8 COMPANY AND WE TRIED TO GO BACK AND FORTH WITH THAT.
9 AT ONE TIME HE MENTIONED A LARGE NUMBER AND THEN HE
10 SAID HE WANTED \$50,000.00 FOR THE COMPANY WHICH I JUST
11 LOOKED BACK AT THE TIME, THE VALUE OF THE COMPANY AND
12 SO WE WENT BACK AND FORTH. WHEN I WENT INTO THIS
13 PURCHASE AGREEMENT AS BEING HIS EMPLOYEE AND PAYING
14 ALL THE VENDORS, I FELT THAT EVERYTHING WAS PAID UP TO
15 DATE AND THAT I WOULD BE JUST BUYING THE ASSETS OF THE
16 COMPANY AND THE RELATIONSHIP OF THE VENDORS.

17 Q. AND HOW MUCH DID YOU PAY FOR THE COMPANY?

18 A. \$30,000.00.

19 Q. HOW MUCH DO YOU THINK HE GOT?

20 A. HE GOT CLOSE TO \$50,000.00.

21 Q. AND HOW DID HE GET THAT?

22 A. BY RETRACTING EVERY CHECK THAT I HAD WRITTEN THOSE
23 LAST COUPLE OF WEEKS TO THE VENDORS.

24 Q. DID HE GIVE YOU ANY NOTICE OF WHAT HE WAS DOING?

25 A. NO, MA'AM.

1 Q. WHEN HE ENTERED INTO THE CONTRACT DID YOU THINK THOSE
2 VENDORS HAD BEEN PAID?

3 A. YES, MA'AM.

4 Q. IF YOU KNEW THEY HADN'T BEEN PAID, TELL ME WHAT YOU
5 WOULD HAVE DONE.

6 A. I WOULD NOT HAVE GONE INTO THE PURCHASE AND SALE
7 AGREEMENT WITH HIM.

8 Q. YOU CERTAINLY WOULDN'T HAVE PAID HIM \$30,000.00?

9 A. I CERTAINLY WOULD NOT HAVE PAID HIM \$30,000.00, NO,
10 MA'AM.

11 Q. MS. JOHNSON, DID YOU BREACH THIS CONTRACT?

12 A. NO, MA'AM.

13 Q. HAS THERE BEEN A BREACH?

14 A. YES, MA'AM.

15 Q. HOW DO YOU THINK SO?

16 A. I FEEL THAT IT HAD BEEN BREACHED DUE TO THE FACT THAT
17 ALL OF THESE INVOICES WERE RETURNED AND I HAD -- MY
18 BUSINESS CAME TO A STOP. HE AFFECTED MY BUSINESS. HE
19 SENT A COUPLE OF THOSE CHECKS BACK AND LEFT ME WITH
20 THESE HUGE OUTSTANDING BALANCES OF THE VENDORS THAT I
21 HAVE TO HAVE TO DO MY BUSINESS.

22 Q. AND DID YOU HAVE TO PAY THEM TO CONTINUE DOING
23 BUSINESS?

24 A. YES, MA'AM.

25 Q. WHOSE MONEY DID YOU USE?

1 FOR THE COMPANY AND FOR US TO MOVE ON AND GO OUR
2 SEPARATE WAYS.

3 Q. DID HE GET MAD?

4 A. ABSOLUTELY. YES, MA'AM.

5 Q. DO YOU THINK HE INTENTIONALLY LET YOU BELIEVE THAT
6 THESE INVOICES HAD BEEN PAID?

7 A. YES, MA'AM.

8 Q. AND DO YOU THINK HE INTENTIONALLY WITHDREW THOSE
9 CHECKS OR RETRACTED THOSE CHECKS?

10 A. YES, MA'AM.

11 Q. MS. JOHNSON, HOW MUCH MONEY APPROXIMATELY WAS THE
12 VALUE OF THOSE INVOICES THAT WE HAVE DISCUSSED?

13 A. THERE WAS APPROXIMATELY \$27,000.00.

14 Q. AND I'VE HANDED YOU AN ATTORNEY FEE AFFIDAVIT. HOW
15 MUCH MONEY ---

16 MR. ROBINSON: YOUR HONOR, I OBJECT TO THIS.
17 THERE IS NO PROVISION IN THE CONTRACT FOR ATTORNEY FEES.

18 MS. QUINN: IN THE PLEADINGS, YOUR HONOR, WE ARE
19 ALSO PLEADING FRAUDULENT MISREPRESENTATION AND HAVE ASKED
20 FOR ATTORNEY FEES.

21 THE COURT: OKAY. I'M GOING TO RESERVE RULING
22 ON THAT BUT, AS YOU KNOW, IF NOT PROVIDED FOR BY CONTRACT
23 OR STATUTE OR WHATEVER OR COMMON LAW, THEY ARE NOT -- GO
24 AHEAD, THOUGH. I'LL RESERVE MY RULING ON ATTORNEY FEES.

25 MS. QUINN: THANK YOU, YOUR HONOR.

1 PLAINTIFF ABOUT EACH ONE OF THESE AND I THINK IT WOULD HELP
2 IF MY COPY AND HER COPY AND YOUR COPY AND EVERYBODY'S COPY
3 IS IN THE SAME ORDER, RATHER THAN HUNTING FOR --

4 THE COURT: AND YOU ARE REQUESTING A FEW MINUTES
5 TO DO THAT?

6 MR. ROBINSON: YES, SIR.

7 THE COURT: ALL RIGHT. MS. JOHNSON, I FOLLOWED
8 YOUR TESTIMONY VERY CLOSELY. I UNDERSTAND YOUR TESTIMONY
9 ABOUT YOUR LOSSES, ET CETERA, AND THE CONTRACT. YOU SAID
10 SOMETHING ABOUT I BELIEVE YOU HAD A WORKING RELATIONSHIP
11 WITH THE DEFENDANT COMPANY FOR SOME 20 YEARS?

12 THE WITNESS: YES, SIR.

13 THE COURT: OR DID YOU SAY 30 YEARS?

14 THE WITNESS: TWENTY-PLUS YEARS, YES, SIR.

15 THE COURT: 20-PLUS?

16 THE WITNESS: YES, SIR.

17 THE COURT: OKAY. I WROTE DOWN 30 BUT I'LL PUT
18 20-PLUS. ALL RIGHT. YOU TESTIFIED, AGAIN AS I SAID,
19 ACCORDING TO YOUR TESTIMONY, OF YOUR LOSSES, ET CETERA.
20 AND THEN YOU SAID YOU GOT AND DEPOSITED SOME \$50,000.00.
21 TELL ME AGAIN WHERE THAT CAME FROM.

22 THE WITNESS: WE BUY AND SELL MEDICAL SUPPLIES
23 AND SELL IT TO OTHER COMPANIES AND SO THAT MONEY WAS FROM
24 TWO PARTICULAR CUSTOMERS THAT WE HAD SOLD MEDICAL SUPPLIES
25 TO.

1 THE COURT: ALL RIGHT. AT THAT TIME THESE WERE
2 YOUR CUSTOMERS?

3 THE WITNESS: NO, SIR. THEY WERE CQI
4 ONCOLOGY/INFUSION SERVICES' CUSTOMERS.

5 THE COURT: OKAY. SO THAT AMOUNT WAS PAID
6 DIRECTLY TO YOU?

7 THE WITNESS: IT WAS PAID TO CQI
8 ONCOLOGY/INFUSION SERVICES AND I WAS THE ACCOUNTS PAYABLE
9 PERSON SO, YOU KNOW, I DEPOSITED THE MONEY INTO THAT
10 CHECKING ACCOUNT.

11 THE COURT: AND THAT WAS IN YOUR BUSINESS
12 ACCOUNT?

13 THE WITNESS: NO, SIR. INTO THE DEFENDANT'S
14 ACCOUNT.

15 THE COURT: I THOUGHT YOU SAID YOU RECEIVED THE
16 \$50,000.00.

17 THE WITNESS: I GUESS WHEN I SAY RECEIVED, WHEN
18 THE CHECKS COME INTO THE OFFICE, I ALSO DO THE DEPOSIT SLIP
19 AND TAKE IT TO THE BANK BUT I DEPOSIT IT INTO THE CQI
20 ONCOLOGY/INFUSION SERVICES ACCOUNT.

21 THE COURT: ALL RIGHT. THAT'S THE DEFENDANT'S
22 ACCOUNT THEN?

23 THE WITNESS: YES, SIR, YES, SIR.

24 THE COURT: AND OUT OF THAT YOU DID WHAT? YOU
25 PAID THESE INVOICES?

1 THE WITNESS: YES, SIR, WITH THAT MONEY, YES,
2 SIR.

3 THE COURT: OKAY. SO THAT WAS NOT DIRECTLY TO
4 YOUR BENEFIT?

5 THE WITNESS: NO, SIR.

6 THE COURT: ALL RIGHT. THANK YOU. DO YOU NEED
7 A FEW MORE MINUTES?

8 MR. ROBINSON: YES, SIR. DO YOU HAVE COPIES OF
9 THESE INVOICES?

10 THE COURT: THE COURT REPORTER HAS GOT THEM. I
11 BELIEVE THEY ARE EXHIBITS. I DO NOT HAVE THEM.

12 MR. ROBINSON: IF WE COULD GO OFF THE RECORD. I
13 THINK IT WOULD HELP TO HAVE THESE INVOICES IN THE SAME
14 ORDER AS WE LOOK AT THEM.

15 THE COURT: ALL RIGHT. WE'LL BE AT EASE FOR A
16 FEW MINUTES.

17 (COURT RECESS)

18 (AFTER RECESS)

19 THE COURT: WE'RE BACK ON THE RECORD ON THE
20 JOHNSON VERSUS LITTLE CASE. ON THE STAND IS MS. ROBIN
21 JOHNSON. MS. JOHNSON, I'LL REMIND YOU THAT YOU ARE STILL
22 UNDER OATH. MR. ROBINSON IS GOING TO ASK YOU A FEW
23 QUESTIONS. YOU MAY PROCEED, MR. ROBINSON.

24 MR. ROBINSON: THANK YOU, SIR.

25 CROSS EXAMINATION

1 BY MR. ROBINSON:

2 Q. MS. JOHNSON, YOU AND THE DEFENDANT ROBERT LITTLE
3 EXECUTED A PURCHASE AND SALE AGREEMENT, DIDN'T YOU?

4 A. YES, SIR.

5 Q. AND THE DATE ON THAT IS MAY 9TH OF 2013, IS THAT
6 CORRECT?

7 A. THAT'S CORRECT. YES, SIR.

8 Q. DO YOU HAVE A COPY OF THAT?

9 A. YES, I DO.

10 Q. OKAY. AND AS YOU SAID EARLIER, IT SAID THE PURCHASER
11 WAS PURCHASING THE ASSETS OF THE DEFENDANT ONCOLOGY?

12 A. YES, SIR.

13 Q. AND IN FACT YOU DID RECEIVE THOSE ASSETS, DIDN'T YOU?

14 A. NO, SIR.

15 Q. DID YOU RECEIVE CONTRACTS?

16 A. YES, SIR.

17 Q. FILES?

18 A. YES, SIR.

19 Q. CLIENT LIST?

20 A. YES, SIR.

21 Q. CONTACTS?

22 A. YES, SIR.

23 Q. AND VENDOR LIST?

24 A. YES, SIR.

25 Q. YOU RECEIVED THOSE?

1 A. YES.

2 Q. ALL RIGHT. AND THE CONTRACT GOES ON TO ADDRESS THE
3 SIMILARITY IN THE NAMES OF THE SELLER AND THE
4 PURCHASER?

5 A. YES.

6 Q. BUT THE PLAINTIFF WE'LL CALL PHARMACY IS YOU AND YOUR
7 COMPANY?

8 A. YES.

9 Q. AND THE DEFENDANT ONCOLOGY AND MR. LITTLE WAS WHAT
10 USED TO BE HIS COMPANY?

11 A. YES, SIR.

12 Q. OKAY. ONE OF THE THINGS THAT YOU ARE COMPLAINING
13 ABOUT, MS. JOHNSON, IS THAT ROBERT LITTLE REMOVED YOUR
14 NAME AS AN AUTHORIZED SIGNATURE ON THE DEFENDANT'S
15 ACCOUNT?

16 A. YES.

17 Q. OKAY. DID YOU NOT DO THE SAME THING WITH YOUR ACCOUNT
18 AS FAR AS MR. LITTLE GOES?

19 A. YES, SIR, I DID. THERE WAS NO INVOICES FOR HIM TO BE
20 PAYING BUT I DID NOTIFY HIM.

21 Q. WOULD YOU LOOK AT THIS DOCUMENT, PLEASE?

22 A. YES, SIR.

23 Q. CAN YOU IDENTIFY THE LETTER, MS. JOHNSON?

24 A. YES, SIR, THIS IS ---

25 MS. QUINN: OBJECTION, YOUR HONOR, I THINK THIS

1 IS IRRELEVANT.

2 MR. ROBINSON: THE PLAINTIFF IS COMPLAINING THAT
3 THE DEFENDANT REMOVED THE PLAINTIFF FROM THE DEFENDANT'S
4 CHECKING ACCOUNT. THE PLAINTIFF DID THE SAME THING FIRST
5 TO THE DEFENDANT.

6 THE COURT: ALL RIGHT. OBJECTION OVERRULED.

7 Q. WOULD YOU IDENTIFY THIS DOCUMENT, PLEASE, MS. JOHNSON?

8 A. YES, THIS IS A LETTER THAT WAS WRITTEN TO MAX ---

9 Q. THAT'S MR. LITTLE?

10 A. MR. LITTLE, YES. I'M SORRY. TO MR. LITTLE ADVISING
11 HIM THAT WE WERE GOING TO TERMINATE OUR BUSINESS
12 RELATIONSHIP. WOULD YOU LIKE FOR ME TO READ IT?

13 Q. WELL, IT GOES ON TO SAY THAT YOU REMOVED HIS NAME AS A
14 CO-SIGNER ON THE PHARMACY CHECKING ACCOUNT?

15 A. YES, SIR.

16 Q. OKAY.

17 MR. ROBINSON: WE WOULD OFFER THIS AS
18 DEFENDANTS' EXHIBIT 1.

19 THE COURT: ALL RIGHT.

20 (DEFENDANTS' EXHIBIT 1 IN EVIDENCE)

21 Q. WHAT IS THE DATE OF THIS LETTER, MS. JOHNSON?

22 A. APRIL THE 15TH, 2013.

23 Q. AND IS THAT BEFORE MR. LITTLE REMOVED YOU AS A SIGNER
24 ON THE DEFENDANT'S ACCOUNT?

25 A. I'M REALLY NOT SURE. HE JUST REMOVED ME FROM THE

1 ACCOUNT.

2 Q. OR IT WOULD BE ABOUT THE SAME TIME?

3 A. I GUESS SO, YES, SIR. THE DIFFERENCE IS THERE WERE NO
4 INVOICES DUE OUT OF THIS ACCOUNT.

5 Q. MS. JOHNSON, YOU HAVE PRESENTED SEVERAL INVOICES TO
6 THE COURT THAT YOU SAY THE DEFENDANT SHOULD REIMBURSE
7 YOU FOR?

8 A. YES, SIR.

9 Q. AND DO YOU HAVE THOSE INVOICES IN FRONT OF YOU?

10 A. YES, I DO.

11 Q. ALL RIGHT. THE FIRST ONE THAT I HAVE IS FROM CARDINAL
12 HEALTH.

13 A. OKAY.

14 Q. AND IN THE LOWER RIGHT THE AMOUNT IS \$845.88?

15 A. YES, SIR.

16 Q. DO YOU HAVE THAT?

17 A. YES, SIR.

18 Q. ALL RIGHT. IF YOU WOULD LOOK IN THE UPPER LEFT, THIS
19 INVOICE IS DIRECTED TO PHARMACY SERVICES, ISN'T IT?

20 A. YES, SIR.

21 Q. AND PHARMACY SERVICES IS YOU AND YOUR COMPANY, ISN'T
22 IT?

23 A. NOT AT THAT TIME, NO, SIR.

24 Q. OKAY. TODAY?

25 A. TODAY, YES, IT IS.

1 Q. PHARMACY IS YOU ---

2 A. IT IS TODAY, YES.

3 Q. --- AND THAT'S YOUR COMPANY?

4 A. YES.

5 Q. AND THEN IN THE MIDDLE OF THIS INVOICE, MS. JOHNSON,
6 THERE'S A STATEMENT THAT THE ORDER WAS PLACED BY?

7 A. BY ME.

8 Q. JOHNSON, ROBIN?

9 A. YES, SIR.

10 Q. IS THAT YOU?

11 A. YES, SIR.

12 Q. SO YOU PLACED THIS INVOICE TO CARDINAL HEALTH TELLING
13 THEM TO BILL THIS SALE TO PHARMACY SERVICES?

14 A. YES, SIR, IT WAS MY JOB.

15 Q. OKAY. AND THAT WAS -- THE DATE ON THAT AT THE TOP TO
16 THE RIGHT?

17 A. MARCH 13TH.

18 Q. I SEE MARCH THE 28TH.

19 A. I'M SORRY. MARCH THE 28TH.

20 Q. 2013?

21 A. YES, SIR.

22 Q. WHICH WAS SHORTLY BEFORE THE SALE?

23 A. THAT'S CORRECT.

24 Q. OKAY. SO SHORTLY BEFORE THE SALE PHARMACY WAS NOT
25 YOUR COMPANY?

1 A. NO, SIR.

2 Q. ALL RIGHT. THE NEXT INVOICE I HAVE, MS. JOHNSON, IS
3 ALSO FROM CARDINAL HEALTH?

4 A. YES, SIR.

5 Q. THAT IS FOR \$186.60?

6 A. YES, SIR.

7 Q. IT IS DIRECTED TO PHARMACY SERVICES, ISN'T IT?

8 A. YES, SIR.

9 Q. THE DATE IS THE SAME, MARCH 28, 2013?

10 A. YES, SIR.

11 Q. IN THE MIDDLE OF THE INVOICE DO YOU SEE A STATEMENT
12 ORDER PLACED BY?

13 A. YES.

14 Q. AND THAT WAS PLACED BY YOU?

15 A. THAT'S CORRECT.

16 Q. AND THE NEXT INVOICE I HAVE IS ALSO FROM CARDINAL
17 HEALTH?

18 A. YES, SIR.

19 Q. THE AMOUNT ON THIS IS \$5,393.96 ---

20 A. YES, SIR.

21 Q. --- ISN'T IT?

22 A. YES, SIR.

23 Q. BILLED TO PHARMACY SERVICES?

24 A. YES, SIR.

25 Q. AND IN THE LOWER LEFT, ORDER PLACED BY JOHNSON, ROBIN,

1 WHICH IS YOU, CORRECT?

2 A. THAT'S CORRECT.

3 Q. THERE'S A PAGE 2 TO THIS, ISN'T THERE?

4 A. YES, THERE IS.

5 Q. THAT'S THE SAME BILL?

6 A. YES, SIR.

7 Q. ALL RIGHT. THE NEXT ONE I HAVE IS CARDINAL HEALTH FOR

8 \$410.22?

9 A. YES, SIR.

10 Q. AND IN THE UPPER LEFT IT'S DIRECTED TO PHARMACY

11 SERVICES?

12 A. YES, SIR.

13 Q. THE ORDER WAS PLACED BY YOU, WASN'T IT?

14 A. YES.

15 Q. THE NEXT ONE I HAVE IS FROM CARDINAL HEALTH SERVICES

16 FOR \$2,089.10?

17 A. YES, SIR.

18 Q. IN THE MIDDLE THE ORDER PLACED BY YOU?

19 A. YES, SIR.

20 Q. THE NEXT INVOICE IS FROM CARDINAL HEALTH FOR \$896.56?

21 A. YES, SIR.

22 Q. AND THAT'S DIRECTED OR BILLED TO PHARMACY SERVICES?

23 A. YES, SIR.

24 Q. ORDER PLACED BY YOU?

25 A. YES, SIR.

- 1 Q. OKAY. THE NEXT BILL IS ALSO FROM CARDINAL HEALTH FOR
2 \$1,020.77?
- 3 A. YES, SIR.
- 4 Q. AND THAT IS BILLED TO PHARMACY SERVICES, ISN'T IT?
- 5 A. YES.
- 6 Q. ORDER PLACED BY YOU?
- 7 A. YES.
- 8 Q. THE DATE ON THAT IS APRIL 1ST, ISN'T IT, ---
- 9 A. YES.
- 10 Q. --- OF 2013?
- 11 A. YES.
- 12 Q. THE NEXT INVOICE IS FROM CARDINAL HEALTH FOR \$265.96?
- 13 A. YES.
- 14 Q. AND THAT IS BILLED TO PHARMACY SERVICES, ISN'T IT?
- 15 A. YES, SIR.
- 16 Q. THE DATE IS APRIL 2ND, 2013?
- 17 A. YES, SIR.
- 18 Q. ORDER PLACED BY YOU?
- 19 A. YES, SIR.
- 20 Q. OKAY. AND THERE'S A PAGE 2 TO THAT INVOICE?
- 21 A. YES, SIR.
- 22 Q. AND THEN THERE'S ANOTHER COPY OF THE SAME THING. THE
23 NEXT INVOICE THAT I HAVE IS ALSO FROM CARDINAL HEALTH
24 FOR \$48.62?
- 25 A. YES.

- 1 Q. DO YOU HAVE THAT?
- 2 A. YES, SIR.
- 3 Q. THAT'S BILLED TO PHARMACY SERVICES, ISN'T IT?
- 4 A. YES, SIR.
- 5 Q. AND THE ORDER WAS PLACED BY YOU?
- 6 A. YES, SIR.
- 7 Q. THE DATE IS APRIL 2ND, 2013, ISN'T IT?
- 8 A. YES.
- 9 Q. THE NEXT INVOICE I HAVE IS ALSO FROM CARDINAL HEALTH?
- 10 A. YES, SIR.
- 11 Q. \$147.87?
- 12 A. YES, SIR.
- 13 Q. IT IS BILLED TO PHARMACY SERVICES, ISN'T IT?
- 14 A. YES, SIR.
- 15 Q. AND YOU PLACED THE ORDER, DIDN'T YOU?
- 16 A. YES, SIR.
- 17 Q. THE DATE IS APRIL 3RD, 2013?
- 18 A. YES, SIR.
- 19 Q. THE NEXT INVOICE IS FROM CARDINAL HEALTH FOR \$79.78?
- 20 A. YES, SIR.
- 21 Q. IT'S BILLED TO PHARMACY SERVICES, ISN'T IT?
- 22 A. YES, SIR.
- 23 Q. THE DATE IS APRIL 3RD, 2013?
- 24 A. YES, SIR.
- 25 Q. AND THE ORDER WAS PLACED BY YOU?

- 1 A. YES, SIR.
- 2 Q. THE NEXT INVOICE IS FROM CARDINAL HEALTH?
- 3 A. YES, SIR.
- 4 Q. \$199.28?
- 5 A. YES, SIR.
- 6 Q. IT WAS BILLED TO PHARMACY SERVICES, WASN'T IT?
- 7 A. YES, SIR.
- 8 Q. AND THE ORDER WAS PLACED BY YOU?
- 9 A. YES, SIR.
- 10 Q. NEXT INVOICE IS ANOTHER CARDINAL HEALTH?
- 11 A. YES, SIR.
- 12 Q. \$1,163.66?
- 13 A. YES, SIR.
- 14 Q. IT WAS BILLED TO PHARMACY SERVICES?
- 15 A. YES, SIR.
- 16 Q. THE DATE IS APRIL 3RD, 2013, ISN'T IT?
- 17 A. YES, SIR.
- 18 Q. AND YOU PLACED THE ORDER, DIDN'T YOU?
- 19 A. YES, SIR.
- 20 Q. THE NEXT INVOICE IS CARDINAL HEALTH FOR \$228.31?
- 21 A. YES, SIR.
- 22 Q. AND THAT WAS BILLED TO PHARMACY SERVICES?
- 23 A. YES, SIR.
- 24 Q. THE DATE IS APRIL 3RD, 2013, ISN'T IT?
- 25 A. YES, SIR.

- 1 Q. AND YOU PLACED THE ORDER, DIDN'T YOU?
- 2 A. YES, SIR.
- 3 Q. THE NEXT INVOICE IS CARDINAL HEALTH FOR \$44.37?
- 4 A. YES, SIR.
- 5 Q. THAT WAS BILLED TO PHARMACY SERVICES, WASN'T IT?
- 6 A. YES, SIR.
- 7 Q. THE DATE IS APRIL 4, 2013?
- 8 A. YES, SIR.
- 9 Q. AND YOU PLACED THE ORDER?
- 10 A. YES, SIR.
- 11 Q. THE NEXT INVOICE IS CARDINAL HEALTH FOR \$83.95, ISN'T
- 12 IT?
- 13 A. YES, SIR.
- 14 Q. THAT WAS BILLED TO PHARMACY SERVICES, WASN'T IT?
- 15 A. YES, SIR.
- 16 Q. AND THE ORDER WAS PLACED BY YOU?
- 17 A. YES, SIR.
- 18 Q. THE DATE IS APRIL 5TH, 2013?
- 19 A. YES, SIR.
- 20 Q. AND THERE'S A PAGE 2 TO THAT. I'M SORRY. THE NEXT
- 21 INVOICE IS CARDINAL HEALTH?
- 22 A. YES, SIR.
- 23 Q. AND IT IS FOR \$1,227.59?
- 24 A. YES, SIR.
- 25 Q. IT'S BILLED TO PHARMACY SERVICES, ISN'T IT?

1 A. YES, SIR.

2 Q. AND YOU PLACED THAT ORDER, DIDN'T YOU?

3 A. YES, SIR.

4 Q. THE DATE IS APRIL 8TH, 2013?

5 A. YES, SIR.

6 Q. AND THERE'S A PAGE 2 WITH THAT INVOICE?

7 A. YES, SIR.

8 Q. AND THEN WE GET INTO THE VERIZON. THAT IS THE FIRST
9 BILL YET OUT OF THIS BATCH THAT WAS BILLED TO ONCOLOGY
10 SERVICES, ISN'T IT?

11 A. LET ME MAKE SURE I'M LOOKING AT THE RIGHT ONE. YES,
12 SIR.

13 Q. WHAT IS THE DATE ON THAT INVOICE?

14 A. 4-28-13.

15 Q. THAT BILL WAS SENT TO ONCOLOGY WHICH IS THE DEFENDANT
16 AND HIS COMPANY?

17 A. WHAT DO YOU MEAN, SENT TO HIM? IT WAS SENT TO MY
18 OFFICE.

19 Q. BILLED IN THE NAME OF.

20 A. YES, RIGHT.

21 Q. AND THERE'S ALSO A FEDEX BILL IN HERE?

22 A. YES, SIR.

23 Q. FOR \$66.52. THAT WAS BILLED TO ONCOLOGY, WASN'T IT?

24 A. YES, SIR.

25 Q. AND THE DATE ON THAT IS APRIL 15, 2013?

1 A. YES, SIR.

2 Q. SO THAT WAS BILLED TO ONCOLOGY?

3 A. YES, SIR.

4 Q. THE NEXT BILL I HAVE IS FROM OWENS & MINOR. DO YOU
5 HAVE THAT?

6 A. YES, I DO.

7 Q. I THINK THERE ARE ACTUALLY TWO BILLS FOR \$933.75, IS
8 THAT RIGHT?

9 A. YES, SIR.

10 Q. OKAY. ALL RIGHT, THE FIRST ONE I HAVE IS SHIPPED TO
11 PHARMACY SERVICES, ISN'T IT?

12 A. YES, SIR.

13 Q. AND IT SAYS BILLED TO PHARMACY SERVICES?

14 A. YES, SIR.

15 Q. AND THEN THERE'S ANOTHER BILL ALSO FROM OWENS & MINOR
16 FOR THE SAME AMOUNT OF MONEY?

17 A. YES, SIR.

18 Q. IT'S A DIFFERENT DATE, I BELIEVE?

19 A. YES, SIR.

20 Q. AND THAT WAS ALSO SHIPPED TO PHARMACY SERVICES?

21 A. YES, SIR.

22 Q. AND BILLED TO PHARMACY?

23 A. YES, SIR.

24 Q. ALL RIGHT. THE NEXT BILL I HAVE, MS. JOHNSON, IS FROM
25 A-C-I-S-T.

1 A. YES, SIR.
2 Q. IS THAT PRONOUNCED THAT WAY OR ---
3 A. ACTUALLY, THE NAME OF THE COMPANY IS BRACCO.
4 Q. BRACCO?
5 A. YES, SIR.
6 Q. ON THE LEFT?
7 A. YES, SIR.
8 Q. AND THAT WAS \$337.56?
9 A. YES, SIR.
10 Q. AND THAT WAS BILLED TO ONCOLOGY, ---
11 A. YES.
12 Q. --- WASN'T IT?
13 A. YES, SIR.
14 Q. I'M LOOKING FOR THE DATE. IT'S IN THE MIDDLE ON THE
15 RIGHT HAND SIDE UNDER INVOICE DATE.
16 A. 4-12-13.
17 Q. OKAY. AND THE NEXT INVOICE I HAVE IS FROM MSD?
18 A. YES, SIR.
19 Q. AND I THINK THERE WERE SEVERAL THAT WERE PAID AT THE
20 SAME TIME BUT THIS ONE IS \$1,875.00?
21 A. YES, SIR.
22 Q. AND THAT WAS BILLED TO PHARMACY SERVICES, WASN'T IT?
23 A. YES, SIR.
24 Q. AND SHIPPED TO PHARMACY?
25 A. YES, SIR.

- 1 Q. THE INVOICE DATE IS APRIL 17, 2013, ISN'T IT?
- 2 A. YES, SIR.
- 3 Q. AND THEN THERE'S ANOTHER BILL FROM MSD?
- 4 A. YES, SIR.
- 5 Q. AND THE NEXT ONE I HAVE IS \$1,662.50?
- 6 A. YES, SIR.
- 7 Q. AND THAT WAS ALSO BILLED TO AND SHIPPED TO PHARMACY
- 8 SERVICES, ---
- 9 A, YES, SIR.
- 10 Q. --- WASN'T IT?
- 11 A. YES, SIR.
- 12 Q. THE DATE ON THE INVOICE IS APRIL 17TH, 2013?
- 13 A. YES, SIR.
- 14 Q. I HAVE ANOTHER INVOICE FROM MSD FOR \$1,125.00?
- 15 A. YES, SIR.
- 16 Q. THAT WAS BILLED AND SHIPPED TO PHARMACY SERVICES,
- 17 WASN'T IT?
- 18 A. YES, SIR.
- 19 Q. INVOICE DATE APRIL 16TH, 2013?
- 20 A. YES, SIR.
- 21 Q. THE NEXT INVOICE TO MSD WAS \$511.52?
- 22 A. YES, SIR.
- 23 Q. THAT WAS BILLED AND SHIPPED TO PHARMACY SERVICES,
- 24 WASN'T IT?
- 25 A. YES, SIR.

1 Q. AND THE INVOICE DATE IS APRIL 10TH, 2013?

2 A. YES, SIR.

3 Q. I THINK YOU TESTIFIED EARLIER, MS. JOHNSON, THAT THE
4 PLAINTIFF COMPANY PHARMACY SERVICES HAD A
5 PHARMACEUTICAL LICENSE?

6 A. ASK ME THAT AGAIN, I'M SORRY.

7 Q. I THINK YOU SAID EARLIER THAT THE COMPANY PHARMACY
8 SERVICES HAD A PHARMACEUTICAL LICENSE ---

9 A. YES.

10 Q. --- TO SELL PHARMACEUTICAL PRODUCTS?

11 A. YES.

12 Q. AND THE DEFENDANT COMPANY ONCOLOGY DID NOT HAVE A
13 LICENSE TO SELL PHARMACEUTICALS?

14 A. THAT'S CORRECT.

15 Q. MS. JOHNSON, YOU ARE CLAIMING THAT THE PLAINTIFF PAID
16 THESE INVOICES BUT THE DEFENDANT SHOULD HAVE PAID
17 THEM? IS THAT A FAIR SUMMARY OF YOUR CLAIM?

18 A. WE HAD AN UNDERSTANDING, ROBERT LITTLE AND I, THAT ALL
19 MED/SURG SUPPLIES WENT THROUGH HIS COMPANY AND ALL
20 PHARMACEUTICALS WENT THROUGH MY COMPANY AND THEREFORE
21 ALL THE PAYMENTS THAT WERE MADE WERE PUT INTO HIS
22 COMPANY CHECKBOOK AND THE INVOICES WERE PAID OUT OF
23 HIS CHECKBOOK, THAT'S CORRECT.

24 Q. BUT IS THAT WHAT YOU'RE CLAIMING? THAT THE DEFENDANT
25 SHOULD PAY THESE INVOICES OR REPAY YOU FOR THOSE?

1 A. YES.

2 Q. DID YOU EVER PRESENT THESE INVOICES TO MR. LITTLE OR
3 HIS COMPANY?

4 A. I DID NOT BECAUSE AT THE TIME I WAS STILL WORKING FOR
5 MR. LITTLE AND THOSE PAYMENTS HAD TO BE DONE. AS HIS
6 EMPLOYEE ONE OF MY JOBS WAS TO DO THE ACCOUNTS PAYABLE
7 SO THOSE INVOICES HAD BEEN PAID WHEN I LEFT THE
8 COMPANY. MR. LITTLE WAS VERY LITTLE INVOLVED IN THE
9 COMPANY SO -- DID I HAND HIM THOSE INVOICES OR SEND
10 THEM? NO, I HAD ALREADY PAID THEM AND TAKEN CARE OF
11 THEM AND THOUGHT THAT WAS TAKEN CARE OF.

12 Q. BUT THEN THE PAYMENTS WERE RESCINDED BY THE BANK?

13 A. YES.

14 Q. AND YOU PAID THEM, EITHER YOURSELF OR YOUR COMPANY?

15 A. AFTER HIS PAYMENTS WERE RESCINDED THE VENDORS
16 CONTACTED ME AND SAID THERE WOULD BE NO BUSINESS GOING
17 FORWARD UNTIL THEY WERE PAID.

18 Q. SO YOU PAID THEM?

19 A. YES.

20 Q. SO DID YOU EVER PRESENT THESE BILLS TO MR. LITTLE TO
21 TELL HIM THAT HE SHOULD PAY THEM?

22 A. AFTER THEY HAD BEEN RESCINDED, ABSOLUTELY. WELL, I
23 DIDN'T PRESENT THEM TO HIM BUT -- WELL, NO. HE AND I
24 DIDN'T TALK AFTER THAT. I TAKE THAT BACK. ONCE THE
25 VENDORS STARTED CONTACTING ME AND SAID THAT THE BANK

1 HAD -- I HAD NO IDEA WHAT WAS GOING ON. I WAS TRYING
2 TO FIND OUT AT THE BANK AND THEY SAID MY NAME HAD BEEN
3 TAKEN OFF OF THE BANK ACCOUNT. I HAD NO OTHER
4 ALTERNATIVE. BY THAT TIME HE HAD ALREADY SIGNED THE
5 PURCHASE AND SALE AGREEMENT. WE WERE NO LONGER
6 INVOLVED. WE WERE NO LONGER INVOLVED WHEN ALL THAT
7 HAPPENED.

8 Q. MS. JOHNSON, WOULD YOU LOOK AT THIS DOCUMENT, PLEASE?

9 MR. ROBINSON: YOUR HONOR, THIS IS A PRINTOUT
10 FROM THE SOUTH CAROLINA SECRETARY OF STATE AS FAR AS THE
11 SECRETARY OF STATE'S RECORDS ON PHARMACY SERVICES, LLC.
12 THIS IS A PUBLIC RECORD AND I WOULD OFFER THIS AS THE
13 DEFENDANTS' NEXT EXHIBIT.

14 (DEFENDANTS' EXHIBIT 2 IN EVIDENCE)

15 Q. MS. JOHNSON, I REALIZE YOU MIGHT NOT BE FAMILIAR WITH
16 THE SECRETARY OF STATE'S RECORDS BUT THIS SHOWS THAT
17 CQI PHARMACY SERVICES, LLC IS A CORPORATION IN SOUTH
18 CAROLINA, DOESN'T IT?

19 A. YES, SIR.

20 Q. AND IN THE MIDDLE OF THE FORM IT HAS THE REGISTERED
21 AGENT'S NAME?

22 A. YES, SIR.

23 Q. AND THAT IS YOU, ISN'T IT?

24 A. THAT'S CORRECT.

25 Q. UNDER THAT IT SHOWS A FILE DATE THAT SHOWS THE LLC WAS

FILED WITH THE SECRETARY OF STATE ON MARCH 23RD, 2011?

A. YES, SIR.

Q. DO YOU SEE THAT?

A. YES, SIR.

Q. DO YOU HAVE ANY REASON TO DISPUTE THAT FILING DATE?

A. NO, SIR.

MR. ROBINSON: YOUR HONOR, I HAVE ANOTHER
PRINTOUT FROM THE SECRETARY OF STATE TO SHOW THAT THE
DEFENDANT COMPANY ONCOLOGY/INFUSION SERVICES, LLC IS ALSO
ON FILE AND INCORPORATED WITH THE SECRETARY OF STATE AND
I'D OFFER THAT AS DEFENDANT'S NEXT EXHIBIT.

(DEFENDANTS' EXHIBIT 3 IN EVIDENCE)

MR. ROBINSON: YOUR HONOR, THIS PRINTOUT SHOWS
THAT ONCOLOGY WAS FILED WITH THE SECRETARY OF STATE IN 1999
WITH THE DEFENDANT MR. LITTLE AS THE REGISTERED AGENT.

THE COURT: ALL RIGHT.

MR. ROBINSON: I DON'T HAVE ANY OTHER QUESTIONS
FOR THE PLAINTIFF, YOUR HONOR.

THE COURT: ANY REDIRECT?

MS. QUINN: JUST A FEW QUESTIONS OF MS. JOHNSON.

REDIRECT EXAMINATION

BY MS. QUINN:

Q. TELL US AGAIN THE DIFFERENCE IN YOUR TWO COMPANIES,
PLEASE.

A. CQI ONCOLOGY/INFUSION SERVICES BOUGHT ALL THE MEDICAL

1 SUPPLIES. CQI PHARMACY SERVICES WAS PHARMACEUTICALS.

2 Q. AND THE INVOICES FROM CARDINAL HEALTH, WHAT ARE THEY
3 FOR?

4 A. THEY ARE ALL MEDICAL SUPPLIES SUCH AS MASKS,
5 CATHETERS, TUBING, GLOVES AND THINGS LIKE THAT.

6 Q. AND THE MONEY THAT YOU RECEIVED FROM THE CUSTOMERS FOR
7 THOSE PRODUCTS, WHERE DID YOU PUT THAT MONEY?

8 A. INTO THE DEFENDANT'S CHECKBOOK, CQI ONCOLOGY/INFUSION
9 SERVICES.

10 Q. AND YOU TESTIFIED THAT YOU PUT IT IN THERE TO PAY
11 THESE BILLS?

12 A. THAT IS CORRECT.

13 Q. AND THAT'S WHAT YOU DID?

14 A. YES, MA'AM.

15 Q. AND YOU PLACED THESE ORDERS -- HOW LONG HAVE YOU BEEN
16 ORDERING FROM CARDINAL?

17 A. 20-PLUS YEARS.

18 Q. WHY DID YOU DO THAT?

19 A. WELL, JUST BECAUSE IT HAS MY NAME -- I HAVE PEOPLE
20 THAT ARE ORDERING IN MY OFFICE NOW AND IT'S JUST
21 BECAUSE MY NAME HAS ALWAYS BEEN ON ALL THE VENDORS, IT
22 WILL ALWAYS SAY ROBIN JOHNSON ORDERED. I DID THAT
23 BECAUSE IT WAS ALSO PART OF MY JOB. I WORKED FOR
24 ROBERT LITTLE FOR 20-PLUS YEARS.

25 Q. AND YOU WERE JUST DOING YOUR JOB WHEN YOU PAID THE

1 VENDORS, ---

2 A. YES.

3 Q. --- IS THAT CORRECT?

4 A. YES, MA'AM.

5 Q. AND IF ANY OF THESE WERE FOR YOUR PHARMACY COMPANY,
6 WOULD YOU HAVE PAID THEM OUT OF HIS ACCOUNT?

7 A. NO, MA'AM.

8 Q. AND BEING IN THE LEGAL FIELD IT'S KIND OF HARD FOR ME
9 TO TELL THE DIFFERENCE BUT WHEN I LOOK AT THESE AND IT
10 SAYS CATHETER RUB BRONCH ASP GLO, WHAT IS THAT?

11 A. IT'S A FOLEY CATHETER. WHEN YOU ARE IN THE HOSPITAL
12 OR THIS COULD BE A BRONCHIAL, DIFFERENT KIND OF
13 MEDICAL SUPPLIES. A CATHETER RUBBER GLOVE CAN BE FOR
14 SUCTIONING. IT CAN ALSO BE A FOLEY CATHETER. THERE'S
15 SOME SKIN PREP IN HERE, THERE'S SOME DRESSINGS,
16 THERE'S SYRINGES, THERE'S TAPE, THOSE KIND OF THINGS.
17 MEDICAL STUFF, MEDICAL SUPPLIES.

18 Q. MEDICAL SUPPLIES?

19 A. YES, MA'AM.

20 Q. WHAT'S THE BIG ASSET YOU DIDN'T GET FROM THE COMPANY?

21 A. A FREE AND CLEAR OF VENDORS. ALL MY VENDORS HAVE BEEN
22 AFFECTED BY THE CHECKS BEING RETURNED.

23 Q. AND YOU DEPOSITED SOME BIG AMOUNTS IN THAT ACCOUNT FOR
24 THE BENEFIT OF THE DEFENDANT?

25 A. YES.

1 Q. DID YOU GET ANY OF THAT MONEY?

2 A. NO.

3 Q. I HAVE NO FURTHER QUESTIONS. THANK YOU.

4 MR. ROBINSON: NOTHING FURTHER.

5 THE COURT: THANK YOU VERY MUCH, MA'AM. WATCH
6 YOUR STEP WHEN YOU GO DOWN.

7 MS. QUINN: I HAVE ONE MORE WITNESS, YOUR HONOR.
8 SHE WILL BE QUITE BRIEF.

9 THE COURT: ALL RIGHT.

10 MS. QUINN: I'D LIKE TO CALL ANDREA FISHER.

11 THE COURT: COME AROUND THE HAVE A SEAT UP HERE,
12 PLEASE.

13 ANDREA FISHER, PLAINTIFFS' WITNESS, SWORN:

14 DIRECT EXAMINATION

15 BY MS. QUINN:

16 Q. MS. FISHER, WOULD YOU PLEASE STATE YOUR NAME?

17 A. ANDREA FISHER.

18 Q. AND WHAT IS YOUR OCCUPATION?

19 A. I HAVE A BACHELOR OF SCIENCE IN NURSING. I'M A
20 REGISTERED NURSE AND I ALSO HOLD NATIONAL BOARD
21 CERTIFICATION IN AMBULATORY CARE AND INFUSION NURSING.

22 Q. AND WHAT IS YOUR RELATIONSHIP WITH THE PARTIES?

23 A. I WAS ACTUALLY EMPLOYED AT CQI ONCOLOGY/INFUSION
24 SERVICES BEGINNING IN NOVEMBER OF 1999 AS A HOME
25 INFUSION NURSE. AS THE COMPANY MOVED AWAY FROM HOME

1 MEDICAL CARE AND INTO THE MEDICAL SUPPLY DISTRIBUTION
2 BUSINESS, I CONTINUED TO WORK THERE REALLY JUST AS
3 OFFICE STAFF.

4 Q. AND DID YOU WORK FOR CQI PRIOR TO MAY 9TH, 2013?

5 A. I DID.

6 Q. LET ME SEE IF I CAN -- I KNOW YOU HEARD MS. JOHNSON'S
7 TESTIMONY AND I DON'T WANT TO BE REDUNDANT BUT I WOULD
8 LIKE TO ASK YOU JUST A FEW QUESTIONS. WHAT DID YOU DO
9 FOR CQI ONCOLOGY?

10 A. I BASICALLY RECEIVED THE PRODUCTS INTO THE WAREHOUSE,
11 CHECKED THEM IN, VERIFIED THAT THE QUANTITIES WERE
12 CORRECT. TOOK THOSE PACKING LISTS AND ENTERED THEM
13 INTO OUR INVENTORY SYSTEM IN ORDER TO FACILITATE THE
14 BILLING, BOTH OUR CUSTOMERS AND THE RECEIPT OF THE
15 BILLS FROM THE VENDORS.

16 Q. AND SINCE 1999 WAS CARDINAL, MSD, BRACCO, ALL THESE
17 VENDORS THAT WE'VE TALKED ABOUT, ARE THEY ---

18 A. THOSE WERE ALL MEDICAL SURGICAL SUPPLIES THAT WERE
19 RECEIVED BY CQI ONCOLOGY/INFUSION SERVICES. THERE
20 WERE TIMES WHEN, FOR NO REAL APPARENT REASON, THE
21 TERMS CQI PHARMACY SERVICES AND CQI ONCOLOGY/INFUSION
22 SERVICES WERE USED INTERCHANGEABLY BUT THE WAY THAT WE
23 KNEW WHICH ITEMS WERE GOING INTO WHICH ACCOUNT WAS BY
24 VIRTUE OF THE CATEGORY THAT THEY SELL THEM IN. SO IF
25 THEY WERE MEDICAL SURGICAL SUPPLIES THEY ALWAYS WENT

1 INTO CQI ONCOLOGY/INFUSION SERVICES. I DID NOT HAVE
2 ANYTHING TO DO WITH THE PHARMACEUTICAL SUPPLIES THAT
3 CAME IN BECAUSE I CHOSE NOT TO.

4 Q. SO IT DIDN'T MATTER WHOSE NAME WAS ON IT?

5 A. NO.

6 Q. AND WHEN YOU WORKED THERE DID YOU KNOW THAT THESE
7 CHECKS WERE RETRACTED?

8 A. I DID.

9 Q. HOW DID YOU KNOW THAT?

10 A. BECAUSE THE VENDORS CALLED US AND REFUSED TO RELEASE
11 THE ORDERS THAT WE HAD PLACED FOR OUR CUSTOMERS.

12 Q. WERE THESE NEW ORDERS?

13 A. THESE WERE ORDERS -- WELL, THE NEW ORDERS THAT WERE
14 GOING FORWARD, YES. THE ORDERS THAT ROBIN HAD PLACED
15 BECAUSE THAT HAS ALWAYS BEEN HER JOB AND ONCE THE SALE
16 WAS RESOLVED BETWEEN THE TWO PARTIES SHE CONTINUED TO
17 OPERATE HER BUSINESS AS IT HAD ALWAYS BEEN OPERATED
18 AND THAT SHE EXPECTED TO CONTINUE TO OPERATE IT. BUT
19 SHE PLACED NEW ORDERS FOR NEW MERCHANDISE AND WAS TOLD
20 THAT THOSE ORDERS COULD NOT BE RELEASED BECAUSE THERE
21 WERE OUTSTANDING DEBTS.

22 Q. AND WERE THESE COMPANIES -- YOU HAVE TO DO BUSINESS
23 WITH THESE COMPANIES, DO YOU?

24 A. THERE IS NO BUSINESS WITHOUT THESE COMPANIES.

25 Q. AND THE RESULT OF THE DEFENDANT'S ACTIONS CAUSED WHAT?

1 A. A COMPLETE CESSATION OF BUSINESS. NOTHING HAPPENED.
2 BECAUSE THOSE CHECKS WERE RESCINDED THERE WERE
3 OUTSTANDING DEBTS SO THAT MS. JOHNSON WAS NOT ABLE TO
4 MOVE FORWARD WITH HER COMPANY ON A CLEAN BASIS.

5 Q. AND DID YOU KNOW ABOUT IT?

6 A. YES, I DID KNOW ABOUT IT.

7 Q. WHEN DID YOU KNOW?

8 A. I COULDN'T GIVE YOU THE DATE BUT IT WAS SHORTLY AFTER
9 THEIR CONTRACT WAS SIGNED.

10 Q. DID MR. LITTLE TELL YOU?

11 A. NO.

12 Q. AND YOU WERE HIS EMPLOYEE?

13 A. WELL, I WAS EMPLOYED UNTIL APRIL THE 26TH.

14 Q. THANK YOU. I HAVE NO FURTHER QUESTIONS.

15 CROSS EXAMINATION

16 BY MR. ROBINSON:

17 Q. MS. FISHER, IS THERE A COPY OF THESE INVOICES ---

18 A. NO, SIR.

19 Q. --- IN FRONT OF YOU?

20 A. NO, SIR.

21 MR. ROBINSON: MAY I APPROACH THE WITNESS, YOUR
22 HONOR?

23 THE COURT: YES, SIR.

24 Q. MS. FISHER, I'VE GOT THE INVOICES THAT WE ALL WENT
25 OVER EARLIER AND YOU SEE THAT THIS IS MADE TO PHARMACY

1 SERVICES?

2 A. YES, I SEE THAT.

3 Q. AND ---

4 A. ALL OF THEM.

5 Q. ALL OF THEM ARE MADE TO PHARMACY SERVICES?

6 A. YES, SIR.

7 Q. THANK YOU. THAT'S ALL THE QUESTIONS I HAVE.

8 THE COURT: THANK YOU VERY MUCH, MA'AM. WATCH
9 YOUR STEP, PLEASE. ALL RIGHT, ANYTHING FURTHER FOR THE
10 PLAINTIFF?

11 MS. QUINN: NOTHING FURTHER, YOUR HONOR.

12 THE COURT: MR. ROBINSON, HOW MANY WITNESSES DO
13 YOU HAVE?

14 MR. ROBINSON: JUST ONE.

15 THE COURT: IT MAY BE RATHER LONG. WE'RE GOING
16 TO TAKE ABOUT A FIVE OR 10 MINUTE BREAK. I INTEND TO
17 FINISH THIS CASE. I DON'T EAT LUNCH SO I DON'T EXPECT
18 ANYBODY ELSE TO. WE'RE GOING TO FINISH IT SO I HOPE WE
19 WON'T BE HERE UNDULY LONG. WE'LL BE AT EASE FOR A FEW
20 MINUTES AND THEN WE'LL START WITH THE OTHER SIDE OF THE
21 STORY.

22 (COURT RECESS)

23 (AFTER RECESS)

24 THE COURT: WE ARE BACK ON THE RECORD IN THE
25 JOHNSON VERSUS LITTLE CASE. THE PLAINTIFF HAS RESTED. MR.

1 ROBINSON TELLS ME HE'S READY TO PROCEED.

2 MR. ROBINSON: YOUR HONOR, BEFORE THAT I'D LIKE
3 TO MAKE A MOTION TO DISMISS THE PLAINTIFFS' COMPLAINT AS TO
4 ALL INVOICES WHICH HAVE THE PLAINTIFFS' NAME ON IT. I CAN
5 ELABORATE. THESE PRODUCTS WERE ORDERED BY THE PLAINTIFF,
6 ROBIN JOHNSON. MS. JOHNSON TOLD THE SUPPLIER WHOSE NAME TO
7 PUT ON THE BILLS. SHE GAVE THEM HER NAME AND HER COMPANY
8 NAME AND THAT IS WHO THE BILLS WERE SENT TO AND SHOULD NOT
9 BE HEARD TO COMPLAIN NOW THAT SOMEBODY ELSE'S NAME SHOULD
10 HAVE BEEN PUT ON THAT BILL. THANK YOU.

11 MS. QUINN: YOUR HONOR, I THINK THE TESTIMONY
12 WAS CLEAR THAT THESE BILLS WERE FOR MEDICAL SURGICAL
13 SUPPLIES. THIS WAS WHAT THE DEFENDANT'S COMPANY PURCHASE
14 WAS. ALSO, IN PARTICULAR ONE OF THE BILLS ACTUALLY HAD THE
15 DEA LICENSE NUMBER THAT'S AFFILIATED WITH THE DEFENDANT.

16 THE COURT: ALL RIGHT. I'M GOING TO DENY THE
17 MOTION AT THIS TIME.

18 MR. ROBINSON: YES, SIR. ALL RIGHT, WE WILL
19 CALL THE DEFENDANT ROBERT LITTLE TO THE STAND.

20 THE COURT: ALL RIGHT.

21 ROBERT LITTLE, DEFENDANTS' WITNESS, SWORN:

22 DIRECT EXAMINATION

23 BY MR. ROBINSON:

24 Q. YOUR NAME IS ROBERT LITTLE, ISN'T IT?

25 A. YES, SIR.

1 Q. AND YOU GO BY MAX?

2 A. THAT'S MY MIDDLE NAME, YES.

3 Q. SO MR. LITTLE, WHERE DO YOU LIVE?

4 A. 110 ALPEN ROAD IN EASLEY. IN ANDERSON COUNTY.

5 Q. OKAY. AND WHAT IS YOUR OCCUPATION AT THIS TIME?

6 A. I'M RETIRED.

7 Q. OKAY. WERE YOU PREVIOUSLY IN THE PHARMACEUTICAL AND
8 MEDICAL SUPPLY SALES BUSINESS?

9 A. I WAS.

10 Q. OKAY. AND WHEN DID YOU BECOME INVOLVED IN THAT LINE
11 OF WORK?

12 A. AS OWNERSHIP, IN PERHAPS 2001-2002.

13 Q. AND WHAT WAS THE NAME OF YOUR COMPANY?

14 A. I WAS HALF OWNER IN CQI ONCOLOGY.

15 Q. AND DID YOU PURCHASE THE OTHER HALF INTEREST IN
16 ONCOLOGY?

17 A. I DID, IN I THINK 2011 OR 2012, SOMEWHERE AROUND
18 THERE. YEAH, 2011 I BELIEVE IT WAS.

19 Q. DID YOU HAVE ANOTHER COMPANY THAT WE'LL CALL PHARMACY
20 SERVICES, MR. LITTLE?

21 A. PHARMACY SERVICES IS BASICALLY A COMPANY THAT WHERE I
22 WORKED AS A PHARMACIST FOR RX HEALTHCARE AND ALTEC
23 MEDICAL. I WAS BASICALLY AN INDEPENDENT CONTRACTOR.

24 Q. I HAVE DEFENDANT'S EXHIBIT 3 HERE WHICH WAS A PRINTOUT
25 FROM THE SECRETARY OF STATE AS TO ONCOLOGY AND THAT

1 SHOWS THAT THE COMPANY WAS FORMED WITH THE SECRETARY
2 OF STATE BACK IN 1999, IS THAT CORRECT?

3 A. YES.

4 Q. BUT I THINK YOU SAID THAT YOU PURCHASED THE COMPANY A
5 FEW YEARS LATER?

6 A. YES, CORRECT.

7 Q. HAVE YOU BEEN THE SOLE OWNER OF ONCOLOGY SINCE EARLY
8 2000?

9 A. I WAS THE SOLE OWNER STARTING, I THINK IN 2011. I
10 ONLY OWNED HALF OF IT IN 2001 OR 2002.

11 Q. ALL RIGHT. SO IN 2011 YOU --

12 A. I BECAME SOLE OWNER OF ONCOLOGY, YES, SIR.

13 Q. ALL RIGHT. AND THERE'S A SEPARATE COMPANY KNOWN AS
14 CQI PHARMACY SERVICES, ISN'T THERE?

15 A. YES.

16 Q. AND I'VE GOT A COPY OF DEFENDANTS' EXHIBIT NUMBER 2
17 AND THAT SHOWS PHARMACY SERVICES IS ON FILE AND IN
18 GOOD STANDING WITH THE SECRETARY OF STATE, DOESN'T IT?

19 A. YES.

20 Q. THAT SAYS -- WHEN IS THE FILE DATE ON THAT, MR.
21 LITTLE?

22 A. MARCH 23RD, 2011.

23 Q. WERE YOU EVER CO-OWNER OF PHARMACY SERVICES?

24 A. NO, SIR.

25 Q. AND THIS PRINTOUT SHOWS THAT ROBIN JOHNSON WAS THE

1 REGISTERED AGENT?

2 A. YES, SIR.

3 Q. AND WAS SHE THE OWNER OF PHARMACY SERVICES?

4 A. PHARMACY SERVICES, NO.

5 Q. PHARMACY?

6 A. CQI PHARMACY?

7 Q. YES.

8 A. SHE WAS THE OWNER.

9 Q. TO YOUR KNOWLEDGE WAS ROBIN JOHNSON THE ONLY OWNER?

10 A. YES.

11 Q. WAS THERE A PREVIOUS CO-OWNER THAT MIGHT HAVE BEEN
12 BOUGHT OUT?

13 A. NOT OF THAT COMPANY, NO, SIR.

14 Q. OKAY. AND ARE THESE SEPARATE COMPANIES, MR. LITTLE?

15 A. YES.

16 Q. DID THE TWO COMPANIES DO BUSINESS IN THE SAME
17 LOCATION?

18 A. WE DID.

19 Q. OKAY. AND WHAT KIND OF PRODUCTS OR WHAT DID ONCOLOGY
20 DO? YOUR COMPANY.

21 A. ONCOLOGY, WE BOUGHT MEDICAL SUPPLIES AND WE SOLD THEM.

22 Q. ALL RIGHT. AND WHAT KIND OF BUSINESS DID PHARMACY
23 SERVICES DO?

24 A. THEY BOUGHT MEDICAL SUPPLIES AND PHARMACEUTICALS AND
25 RESOLD THEM.

1 Q. WOULD IT REQUIRE A SPECIFIC LICENSE TO SELL
2 PHARMACEUTICAL PRODUCTS?

3 A. IT DOES. YOU'D HAVE TO HAVE A LICENSE TO BE ABLE TO
4 DO THAT. IT WOULD HAVE TO BE A NON-DISPENSING
5 WHOLESALE LICENSE OR SOME TYPE OF A NON-DISPENSING
6 LICENSE FROM THE STATE, FROM THE PHARMACY BOARD.

7 Q. DID PHARMACY SERVICES HAVE A LICENSE TO SELL
8 PHARMACEUTICAL PRODUCTS?

9 A. YES.

10 Q. DID ONCOLOGY SERVICES HAVE A LICENSE TO SELL
11 PHARMACEUTICALS?

12 A. WE DID NOT.

13 Q. SO WE'LL COME BACK TO THESE INVOICES BUT IF THESE
14 INVOICES ARE FOR PHARMACEUTICAL PRODUCTS, WOULDN'T
15 THOSE HAVE TO BE FOR PHARMACY SERVICES?

16 A. YES, SIR.

17 Q. MR. LITTLE, WAS ROBIN JOHNSON WORKING FOR YOU OR YOUR
18 COMPANY BEFORE THE SALE?

19 A. SHE WAS.

20 Q. SHE TESTIFIED I BELIEVE THAT SHE WORKED THERE FOR
21 APPROXIMATELY 20 YEARS.

22 A. YES, I'M NOT SURE HOW MANY YEARS. I KNOW THAT WE
23 STARTED HAVING AN EMPLOYER-EMPLOYEE RELATIONSHIP IN
24 AROUND 2001-2002.

25 Q. AND THEN AT SOME POINT DID YOU BEGIN TO DISCUSS THE

1 SALE OF THE BUSINESS TO HER?

2 A. NO, SHE STARTED ANOTHER COMPANY IN 2011 BUT I NEVER
3 DISCUSSED SELLING IT TO HER. YOU KNOW, SHE DID MOST
4 OF THE MANAGEMENT OF RUNNING OF IT OR SHE WAS THE ONE
5 PERSON PRESENT AT THE LOCATION ALL THE TIME.

6 Q. AND THAT OTHER COMPANY, WHAT WAS THAT?

7 A. SHE WAS ALWAYS -- THE OTHER COMPANY. ARE YOU TALKING
8 ABOUT THE PHARMACY COMPANY?

9 Q. YES.

10 A. SHE FORMED THAT IN 2011 TO GET A PHARMACY LICENSE AND
11 I GUESS I'D BE CONSIDERED AN EMPLOYEE. I THOUGHT WE
12 HAD SOMETHING ELSE BUT SHE -- I GUESS I WAS CONSIDERED
13 AN EMPLOYEE THERE.

14 Q. BUT THAT'S THE SAME COMPANY THAT WE'VE BEEN TALKING
15 ABOUT?

16 A. YES.

17 Q. THE PLAINTIFF, MS. JOHNSON, AND HER COMPANY PHARMACY
18 SERVICES?

19 A. YES.

20 Q. SO YOU NEVER WERE A CO-OWNER OF THAT PHARMACY
21 SERVICES?

22 A. NO, SIR.

23 Q. AND AT SOME POINT DID YOU BEGIN TO DISCUSS SELLING
24 ONCOLOGY TO ROBIN JOHNSON?

25 A. WELL, SHE TOLD ME THAT SHE -- SHE HAD A LEASE TO THE

1 BUILDING AND THEN SHE -- I WAS INFORMED IN A LETTER IN
2 MARCH, I THINK IT WAS IN MARCH OF 2013, THAT SHE AND
3 THE OTHER TWO EMPLOYEES WERE QUITTING AND GIVING ME A
4 TWO WEEKS NOTICE AND THEN SEVERAL WEEKS AFTER THAT WE
5 STARTED DISCUSSING THE SETTLEMENT. THROUGH HER
6 ATTORNEY SHE CONTACTED ME ABOUT SELLING IT.

7 Q. DID YOU RECEIVE A LETTER DATED APRIL 15TH, 2013 FROM
8 MS. JOHNSON TELLING YOU ---

9 A. YES, I GUESS IT WAS APRIL RATHER THAN MARCH. I
10 COULDN'T REMEMBER THE EXACT DATE. YES, I GOT A LETTER
11 STATING THAT SHE HAD TAKEN ME OFF OF HER -- I HAD HER
12 CHECKBOOK AND I WAS A CO-SIGNER ON HER CHECKBOOK AND
13 SHE HAD MY CHECKBOOK AND SHE WAS THE CO-SIGNER ON MY
14 CHECKBOOK. AT THE TIME OF THE LETTER SHE SAID THAT
15 SHE HAD TAKEN ME OFF AS CO-SIGNER AND I SHOULD RETURN
16 IT IMMEDIATELY AND SHE WOULD DO THE SAME FOR MINE, SHE
17 WOULD RETURN MY CHECKBOOK TO ME.

18 Q. AND DO YOU REMEMBER WHICH HAPPENED FIRST?

19 A. WELL, I GOT THE LETTER AND THEN I WENT AND TOOK HER
20 NAME OFF OF MY CHECKBOOK SINCE SHE TOOK MINE OFF OF
21 HERS.

22 Q. AND WHY DID YOU REMOVE HER NAME AS AN AUTHORIZED
23 SIGNER ON YOUR COMPANY'S ACCOUNT?

24 A. WELL, SHE HAD DONE THE SAME THING TO ME AND SO I
25 THOUGHT THAT I WOULD BE RESPONSIBLE FOR PAYING

1 EVERYTHING, ANY BILLS WERE MINE I WOULD PAY FOR IT OUT
2 OF MY CHECKBOOK AND BE RESPONSIBLE FOR IT SINCE SHE
3 WAS QUITTING.

4 Q. DID YOU DO THAT TO AVOID PAYING ANY DEBTS?

5 A. NO, SIR. I DID IT, YOU KNOW, JUST FOR ME TO HAVE THE
6 PAYMENT OF MY BILLS.

7 Q. DID YOU DO IT TO DEFRAUD HER IN THE SALE OF THE
8 BUSINESS?

9 A. NO, WE HADN'T EVEN DISCUSSED SELLING THE BUSINESS AT
10 THAT TIME.

11 Q. BUT YOU DID EXECUTE OR SIGN A CONTRACT WITH ROBIN
12 JOHNSON TO SELL ONCOLOGY TO HER OR HER COMPANY, DIDN'T
13 YOU?

14 A. I DID.

15 Q. MR. LITTLE, I'VE GOT A COPY OF A RESOLUTION THAT WAS
16 ATTACHED TO THE ORIGINAL PURCHASE AND SALE AGREEMENT.
17 I DON'T THINK IT WAS ATTACHED TO THE COPY THAT WAS
18 PREVIOUSLY SUBMITTED TO THE COURT. IS THAT YOUR
19 SIGNATURE ---

20 A. IT IS.

21 Q. --- ON THE RESOLUTION?

22 A. IT IS.

23 MR. ROBINSON: WE WOULD OFFER THIS AS THE
24 DEFENDANTS' NEXT EXHIBIT.

25 THE COURT: THAT IS A RESOLUTION AUTHORIZING THE

1 SALE OR WHAT IS IT?

2 MR. ROBINSON: YES, SIR, AND AUTHORIZING MR.
3 LITTLE TO EXECUTE THE DOCUMENTS?

4 THE COURT: OKAY.

5 (DEFENDANTS' EXHIBIT 4 IN EVIDENCE)

6 Q. MR. LITTLE, I WILL NOT GO THROUGH ALL OF THESE
7 INVOICES AGAIN, BUT HAVE YOU HAD AN OPPORTUNITY TO
8 LOOK AT THESE INVOICES?

9 A. I HAVE.

10 Q. AND THEY ARE ALL DIRECTED TO PHARMACY SERVICES?

11 A. MOST OF THEM.

12 Q. EXCEPT FOR A VERY FEW, RIGHT?

13 A. YES.

14 Q. AND CAN YOU TELL BY LOOKING AT THESE INVOICES THAT
15 WERE BILLED IN THE NAME OF PHARMACY SERVICES, SHOULD
16 THAT HAVE BEEN BILLED TO ONCOLOGY INSTEAD?

17 A. NOT THAT I CAN TELL, NO. I HAVE NO WAY OF KNOWING
18 WHEN THAT HAPPENED. I HAVE NO WAY OF KNOWING. THEY
19 ARE BILLED TO PHARMACY SERVICES SO I HAVE NO WAY OF
20 KNOWING. I DON'T HAVE ANY OF THE PAPERWORK OR
21 ANYTHING.

22 Q. AND WOULD IT BE SAFE TO ASSUME THAT IF IT WAS BILLED
23 TO PHARMACY SERVICES IT WAS ORDERED BY PHARMACY
24 SERVICES?

25 A. I GUESS BECAUSE NOBODY HAS EVER PROVIDED ME WITH

1 A. LIKE I SAY, I'VE NEVER GOTTEN ANYTHING THAT SHOWED
2 PROOF THAT THEY WERE PUT IN MY ACCOUNT, IN ONCOLOGY'S
3 ACCOUNT.

4 Q. DOES THE COMPANY ONCOLOGY SERVICES, DID IT FILE TAX
5 RETURNS IN THE PAST?

6 A. IT HAS, YES. WE DON'T DO BUSINESS ANYMORE SO I DON'T
7 FILE ANYMORE. BUT YES, WE DID FILE.

8 Q. AND AT THE TIME THAT THE COMPANY, THAT ONCOLOGY WAS
9 SOLD TO THE PLAINTIFF, ---

10 A. WE FILED TAX RETURNS.

11 Q. --- DID ONCOLOGY SERVICES FILE INCOME TAX RETURNS IN
12 THE COMPANY NAME FOR THAT YEAR?

13 A. YES, SIR.

14 Q. DO YOU BELIEVE THAT IF THERE IS ANY LIABILITY TO THE
15 PLAINTIFF, SHOULD THAT BE THE LIABILITY OF THE LLC OR
16 YOU PERSONALLY?

17 A. IT WOULD BE THE LLC BECAUSE IT WAS NOT MY PERSONAL
18 MONEY.

19 Q. THAT'S ALL THE QUESTIONS I HAVE, MR. LITTLE. IF YOU
20 WOULD ANSWER ANY FROM MS. QUINN.

21 A. OKAY.

22 CROSS EXAMINATION

23 BY MS. QUINN:

24 Q. YOU SAID THAT YOU WERE A PHARMACIST WITH PHARMACY
25 SERVICES?

- 1 Q. IT WAS YOUR CHECKBOOK.
- 2 A. I GOT A LETTER FROM MS. JOHNSON SAYING OR ASKING ME
- 3 THAT SHE HAD TAKEN MY NAME OFF HER CHECKBOOK AND —
- 4 Q. OKAY. THAT'S NOT MY QUESTION.
- 5 A. OKAY.
- 6 Q. MY QUESTION IS HOW DID YOU GO TO THE BANK AND REMOVE
- 7 HER FROM THE ACCOUNT?
- 8 A. I JUST WENT TO BB&T WITH THE COMPANY AND I WAS THE
- 9 AUTHORIZED PERSON ON BB&T'S ACCOUNT, ON MY ACCOUNT, SO
- 10 I JUST WENT AND HAD HER NAME REMOVED ONCE I GOT THE
- 11 LETTER.
- 12 Q. OKAY. SO IT WAS HER ACCOUNT?
- 13 A. THE ONE ACCOUNT WAS, YEAH.
- 14 Q. SO HOW DID YOU KNOW HOW MUCH MONEY WAS IN YOUR
- 15 ACCOUNT?
- 16 A. I DID KNOW HOW MUCH WAS IN THERE.
- 17 Q. OKAY. I THOUGHT YOU TESTIFIED THAT NOBODY EVER TOLD
- 18 YOU WHAT WAS DEPOSITED.
- 19 A. NO, I SAID THOSE PARTICULAR -- SHE'S SAYING THAT SHE
- 20 TOOK THE PROCEEDS FOR THOSE SALES AND PUT THEM IN,
- 21 I'VE GOT NO PAPERWORK THAT SHOWS THAT. NOTHING IS
- 22 ATTACHED TO ANYTHING THAT SHOWS YOU WHAT WENT WHERE.
- 23 Q. BUT IF THERE WAS A \$50,000.00 DEPOSIT MADE AND AN
- 24 \$18,000.00 DEPOSIT MADE, YOU SAW THOSE?
- 25 A. I SAW THOSE BUT I NEVER WAS SURE WHAT THAT WAS PAYING

1 FOR.

2 Q. OKAY. AND YOU TESTIFIED THAT YOU WEREN'T TRYING TO
3 AVOID ANY LIABILITIES. HAVE YOU PAID CARDINAL IN THE
4 THREE YEARS?

5 A. NO, I'VE NOT BECAUSE I'VE NEVER RECEIVED THAT I OWED
6 THEM THAT. THOSE INVOICES ARE NOT IN MY NAME AND I'VE
7 NEVER HAD ANY PROOF SHOWING ME THAT THOSE WERE MY
8 INVOICES.

9 Q. AND THE ASSETS, THAT BEING THE BANKING ACCOUNT, WHERE
10 IS THE MONEY NOW?

11 A. IN THE -- THEY PAID FOR BILLS. WHEN I RECEIVED MY
12 CHECKBOOK BACK IT WAS IN THE MINUS AND THEY ALL WENT
13 TO JUST PAYING INVOICES AND BILLS.

14 Q. YOU RETRACTED \$25,000.00 WORTH OF INVOICES?

15 A. UH-HUH (AFFIRMATIVE).

16 Q. AND THE MONEY -- THAT WAS DONE AFTER YOU SIGNED OR
17 PRIOR TO SIGNING THE AGREEMENT, IS THAT CORRECT?

18 A. I PUT A STOP PAYMENT IMMEDIATELY ON THEM, THE CHECKS,
19 AND IT TOOK THEM SEVERAL WEEKS TO PUT THEM BACK INTO
20 THE ACCOUNT.

21 Q. OKAY. AND DID YOU GIVE THAT MONEY TO MS. JOHNSON AS
22 BEING AN ASSET OF THE COMPANY?

23 A. NO, SHE DIDN'T PURCHASE MY CHECKBOOK. SHE PURCHASED
24 THE ASSETS. SHE DIDN'T PURCHASE THE MONEY. SHE JUST
25 PURCHASED THE FILE CABINETS, ALL THE HARD ITEMS INSIDE

1 THE COMPANY.

2 Q. YOU'RE TELLING ME MONEY ISN'T AN ASSET?

3 A. SHE DIDN'T PURCHASE THE MONEY IN THE ACCOUNT.

4 Q. DID YOU TELL HER WHEN YOU IMMEDIATELY WENT AND STOPPED
5 PAYMENT ON THOSE CHECKS?

6 A. NO. YOU CONTACTED ME ABOUT IT AND I TALKED TO YOU
7 ABOUT IT BUT BASED ON THE LETTER SHE SENT ME, I TURNED
8 AROUND AND DID THE SAME THING TO HER. SHE ASKED ME TO
9 SEND HER CHECKBOOK BACK IMMEDIATELY AND THAT SHE WOULD
10 DO THE SAME. IT TOOK ME ABOUT TWO WEEKS. I HAD TO
11 MAKE A CALL TO YOU TO GET MY CHECKBOOK BACK. IT CAME
12 BACK ABOUT TWO WEEKS LATER AFTER THE LETTER.

13 Q. AND YOU DIDN'T -

14 A. I DIDN'T PUT A STOP PAYMENT ON ANY CHECKS. I JUST
15 WENT AND HAD HER NAME REMOVED FROM THE CHECKING
16 ACCOUNT. I DIDN'T PUT A STOP PAYMENT ON THE CHECKS.

17 Q. OKAY. I THOUGHT YOU SAID YOU DID. I'M SORRY, I
18 MISSPOKE. THEN YOU WENT AND DID THAT PRIOR TO MAY THE
19 9TH?

20 A. YES.

21 Q. AND ROBIN DIDN'T KNOW?

22 A. I DON'T KNOW. I GUESS NOT.

23 Q. THANK YOU. NO FURTHER QUESTIONS.

24 MR. ROBINSON: NOTHING ON REDIRECT AND THAT
25 WOULD BE THE DEFENDANTS' CASE, YOUR HONOR.

1 THE COURT: ALL RIGHT. THANK YOU. YOU MAY STEP
2 DOWN, PLEASE. ANYTHING FURTHER ON BEHALF OF THE
3 PLAINTIFFS?

4 MS. QUINN: NOTHING FURTHER FROM THE PLAINTIFFS,
5 YOUR HONOR.

6 THE COURT: ALL RIGHT. THE PLAINTIFF AND
7 DEFENDANT, THAT IS, MS. JOHNSON AND MR. LITTLE, HAD A
8 LONGSTANDING RELATIONSHIP INVOLVING EITHER ONE OR BOTH OF
9 THESE BUSINESSES FOR SOME 20 YEARS, 15 TO 20 YEARS.
10 APPARENTLY THEY GOT ALONG REAL WELL AND AT SOME POINT,
11 PERHAPS STARTING SOMETIME IN APRIL OR PRIOR THERETO, MS.
12 JOHNSON AND MR. LITTLE ENTERED INTO A CONTRACT FOR THE SALE
13 OF MR. LITTLE'S BUSINESS, THAT'S CQI ONCOLOGY, AS I
14 UNDERSTAND IT. THAT CONTRACT WAS DRAWN UP BY MS. QUINN ON
15 BEHALF OF HER CLIENT, ROBIN JOHNSON. THE TERMS OF THE
16 CONTRACT ARE FAIRLY STRAIGHTFORWARD.

17 THE GIST OF THE CASE IS MS. JOHNSON SAID IT WAS
18 HER RESPONSIBILITY TO PAY INVOICES THAT WERE RECEIVED AND
19 THAT WHEN SHE RECEIVED THE INVOICE SHE WOULD WRITE A CHECK
20 TO PAY IT.

21 NOW THE PLAINTIFF'S CLAIM IS THAT EVEN THOUGH SHE
22 DID THAT THE DEFENDANT RETRACTED THESE LAST SERIES OF
23 CHECKS, STARTING SOMEWHERE PROBABLY PRIOR TO APRIL 15 AND
24 SHE SAID HE DID THAT BY GOING TO THE BANK AND REMOVING MS.
25 JOHNSON AS A SIGNATORY ON ONE OF THESE ACCOUNTS. ON THE

1 OTHER HAND, MS. JOHNSON REMOVED MR. LITTLE FROM AN ACCOUNT.

2 THERE WAS IN THE EXHIBITS OR IN SOME OF THESE
3 DOCUMENTS A CANCELLED CHECK SIGNED BY -- IT'S A CASHIER'S
4 CHECK PAYABLE TO ROBERT LITTLE FOR \$30,000.00. ROBERT
5 LITTLE ACKNOWLEDGED RECEIVING THAT ON MAY 9TH, 2013. THAT
6 WAS THE CONTRACT PURCHASE AMOUNT.

7 SUBSEQUENTLY, APPARENTLY MS. JOHNSON DISCOVERED
8 OR BECAME AWARE OF, BY QUESTIONS FROM VENDORS, THAT SHE HAD
9 PURCHASED THE VENDOR'S RIGHTS FROM MR. LITTLE AND NOW
10 THAT'S PART OF THE CONTRACT BUT SHE LATER LEARNED
11 APPARENTLY THAT THESE VENDORS HAD NOT BEEN PAID. SHE
12 THOUGHT THEY HAD BEEN PAID BECAUSE SHE HAD WRITTEN THE
13 CHECKS.

14 NOW, AS I PREVIOUSLY MENTIONED, MR. LITTLE
15 REMOVED MS. JOHNSON'S NAME FROM A BANK ACCOUNT AND MS.
16 JOHNSON REMOVED MR. LITTLE'S NAME FROM A BANK ACCOUNT BUT
17 MR. LITTLE SAID HE DID GO TO THE BANK TO TAKE MS. JOHNSON'S
18 NAME OFF OF HIS ACCOUNT. HIS ACCOUNT WAS CQI ONCOLOGY AND
19 APPARENTLY THEY HAD JOINT SIGNATURE ACCOUNTS AT SOME TIME
20 DURING MS. JOHNSON'S EMPLOYMENT. THEY COULD EACH SIGN ON
21 EITHER ACCOUNT.

22 THE DEFENDANT, ACCORDING TO THE COMPLAINT, HAD
23 THE BANK RETRACT ALL CHECKS THAT WERE WRITTEN CLAIMING THE
24 SIGNATORY OF MS. JOHNSON WAS UNAUTHORIZED. NOW WHEN YOU DO
25 THAT, AND I DON'T PRETEND TO BE AN EXPERT IN BANKING, BUT

1 DOESN'T SOMEONE HAVE TO GO TO THE BANK TO RETRACT A
2 SIGNATURE ON AN ACCOUNT BY WRITING OUT -- THE BANK HAS GOT
3 TO HAVE SOMETHING IT CAN RELY ON TO RETRACT A NAME ON AN
4 ACCOUNT. IS THAT THE WAY IT'S DONE?

5 MR. ROBINSON: YES, SIR. THAT'S WHAT HE DID.

6 THE COURT: BUT I DON'T HAVE ANYTHING THAT I'VE
7 SEEN FROM A BANK SHOWING THIS RETRACTION. WOULD THE BANK
8 HAVE SOME DOCUMENT SIGNED BY MR. LITTLE AND ALSO ONE SIGNED
9 BY MS. JOHNSON RETRACTING THEIR NAMES? HAVE I SEEN
10 ANYTHING --

11 MR. ROBINSON: NO, SIR.

12 THE COURT: -- IN WRITING FROM THE BANK?

13 MR. ROBINSON: NO, SIR.

14 THE COURT: WELL, AS I SAID, THAT'S THE GIST OF
15 THE CASE. ACCORDING TO THE INVENTORIES THAT HAVE BEEN
16 INTRODUCED OR THESE STATEMENTS OF ACCOUNT, MOST OF THEM --
17 THE INVOICE DATES RANGE FROM -- ONE OF THEM WAS MARCH 28TH
18 AND UP THROUGH APRIL 16 AND APRIL 28, I BELIEVE. THAT'S
19 ONE OF THE LAST ONES I HAD. APRIL 10, APRIL 16. THESE ARE
20 THE DATES OF THESE INVOICES THAT SUPPOSEDLY WERE PAID.
21 ANYWAY FROM MARCH THROUGH ABOUT THE MIDDLE OF APRIL.
22 THAT'S WHEN THESE INVOICES WERE DATED. THE CHECKS WERE
23 APPARENTLY WRITTEN SHORTLY AFTER THE INVOICE DATES TO PAY
24 THESE ACCOUNTS.

25 NOW THE CONTRACT THAT THEY ENTERED INTO WAS ON, I

1 BELIEVE, MAY THE 9TH, SUBSEQUENT TO THESE CHECKS BEING
2 WRITTEN THAT ARE BEING QUESTIONED AND THE RETRACTION
3 THEREOF.

4 AS I SAID, I DON'T HAVE ANYTHING FROM THE BANK
5 CONCERNING THE RETRACTION OF EITHER ACCOUNT BUT MS. JOHNSON
6 DID TESTIFY THAT WAS ONE OF HER DUTIES. WHEN SHE WAS
7 WORKING WITH MR. LITTLE FOR OVER 15 YEARS, PART OF HER
8 DUTIES WAS TO PAY THE INVOICES.

9 THERE'S BEEN SOME QUESTION ABOUT THE INVOICES ARE
10 ONLY TO CQI PHARMACY. WELL, ONE OR TWO OR ARE FOR ONCOLOGY
11 BUT MOST OF THEM ARE CQI PHARMACY. THE IMPLICATION WAS
12 THAT THAT WAS CQI PHARMACY. THAT WAS MS. JOHNSON'S
13 COMPANY. SHE WAS RESPONSIBLE. SHE PLACED THE ORDERS AND
14 ACKNOWLEDGED THAT. BUT SHE ALSO HAS TESTIFIED SHE PAID
15 THESE INVOICES OR THE MAJORITY OF THEM AND THEREFORE SHE
16 LOST -- AFTER THE SALE OF THE BUSINESS SHE DISCOVERED THESE
17 INVOICES AMOUNTING TO SOME \$25,000.00 OR \$27,000.00. SHE
18 PAID \$30,000.00 FOR THE CONTRACT.

19 AS MR. ROBINSON POINTED OUT, MS. JOHNSON
20 ACKNOWLEDGED THAT SHE RECEIVED THE ITEMS SPECIFIED IN THE
21 CONTRACT, THAT IS, THE VENDOR LIST, ASSETS, ET CETERA.

22 THERE IS NOTHING IN THERE SPECIFICALLY ABOUT
23 PAYING THE ACCOUNTS RECEIVABLE.

24 THERE IS AN INDEMNIFICATION. THAT'S ON PAGE 2,
25 PARAGRAPH 4. IT SAYS, "THE SELLER..." -- AND THAT'S MR.

1 LITTLE -- "...AGREES THAT HE WILL DEFEND, INDEMNIFY AND
2 HOLD PURCHASER HARMLESS FROM ANY AND ALL ACTIONS, CAUSES OF
3 ACTION, CLAIMS AND OR DEMANDS WHICH ARISE OR ARE ASSERTED
4 AS ARISING FROM SELLER'S CONDUCT PRIOR TO CLOSING."

5 NOW THAT'S SORT OF THE GIST OF THE CASE.

6 ALL RIGHT, I DO NOT HAVE AN ITEMIZED LIST OF ALL
7 OF THE INVOICES THAT WERE SPECIFIED OR TESTIFIED TO. I'VE
8 GOT INVOICES AND I HAVE A GENERAL CLAIM FOR ALL THE
9 INVOICES FOR \$25,000.00 TO \$27,000.00.

10 AT ANY RATE, I'M GOING TO AWARD THE PLAINTIFF THE
11 SUM OF \$20,000.00 FOR NON-PAYMENT OF INVOICES. I'LL ALSO
12 AWARD HER THE \$30,000.00 BECAUSE IN THE CONTRACT, UNDER THE
13 INDEMNITY AGREEMENT, HE WAS TO HOLD THE PURCHASER HARMLESS
14 OF ANY AND ALL CLAIMS ARISING OUT OF THE CONTRACT PRIOR TO
15 CLOSING. THESE INVOICES WERE PRIOR TO THE CLOSING BUT THE
16 CLAIMS WERE NOT MADE UNTIL SHORTLY THEREAFTER AND THEN IN
17 THE INDEMNITY AGREEMENT THE SELLER AGREED THAT HE WOULD
18 INDEMNIFY AND HOLD PURCHASER HARMLESS.

19 SO THAT WILL BE THE COURT ORDER. MS. QUINN, YOU
20 AND MR. ROBINSON GET TOGETHER AND PREPARE A PROPOSED -- OR
21 MS. QUINN, YOU MAY PREPARE A PROPOSED ORDER AND SEND A COPY
22 OF THAT TO MR. ROBINSON WHEN YOU SEND IT TO THE COURT.

23 MS. QUINN: THANK YOU, YOUR HONOR. MAY I ASK
24 FOR A --

25 MR. ROBINSON: THANK YOU, YOUR HONOR.

1 MS. QUINN: I'M SORRY, YOUR HONOR. I WANTED TO
2 MAKE SURE I WAS CLEAR ON YOUR RULING. THAT'S \$20,000.00
3 AND FOR \$30,000.00?

4 THE COURT: PARDON?

5 MS. QUINN: THAT'S \$20,000.00 AND \$30,000.00?

6 THE COURT: YES.

7 MS. QUINN: THANK YOU.

8 THE COURT: THE \$20,000.00 DUE TO THE RETRACTION
9 OF THE INVOICES AND \$30,000.00 FOR BREACH OF THE CONTRACT
10 UNDER THE INDEMNITY AGREEMENT. I JUST THINK THAT WHEN SHE
11 PURCHASED THESE, SHE WAS ENTITLED TO NOT HAVE TO ASSUME
12 THESE LIABILITIES THAT SHE'S TESTIFIED TO.

13 MS. QUINN: THANK YOU.

14 THE COURT: THAT WILL BE ALL.

15
16 END OF HEARING.
17
18
19
20
21
22
23
24
25

1 THE COURT: IS EVERYONE PRESENT THAT'S EXPECTED TO BE
2 HERE?

3 MR. ROBINSON: YES, SIR.

4 MS. QUINN: YES, YOUR HONOR. I DID HAVE A REPLY
5 TO THE MOTION FOR RECONSIDERATION THAT I WISH TO HAND UP.
6 I DIDN'T HAVE TIME TO FILE IT WITH THE COURT.

7 THE COURT: JUST A MINUTE. LET ME GET IT ON THE
8 RECORD FIRST.

9 MS. QUINN: YES, SIR.

10 THE COURT: THIS IS CASE 2013-CP-04-2228
11 ENTITLED ROBIN JOHNSON AND CQI PHARMACY SERVICES, LLC
12 VERSUS ROBERT LITTLE AND CQI ONCOLOGY/INFUSION SERVICES,
13 LLC.

14 THIS CASE WAS PREVIOUSLY TRIED AND AN ORDER WAS
15 ISSUED. THEREAFTER ATTORNEY JAMES M. ROBINSON FILED A
16 MOTION FOR RECONSIDERATION. A HEARING IS BEING HELD JUNE
17 21, 2016, ATTENDED BY ATTORNEY NATALIE J. QUINN ON BEHALF
18 OF THE PLAINTIFFS AND ATTORNEY JAMES M. ROBINSON ON BEHALF
19 OF THE DEFENDANTS.

20 THE COURT CONSIDERED A MOTION FOR RECONSIDERATION
21 FILED BY MR. ROBINSON. HE HAD SEVERAL REQUESTS IN HIS
22 MOTION. THE COURT ADVISED THE ATTORNEYS THAT HE WOULD HEAR
23 A MOTION ON THE ISSUE ONLY AS TO WHETHER OR NOT JUDGMENT
24 SHOULD BE ENTERED AGAINST THE DEFENDANT ROBERT LITTLE.
25 THAT IS, HE REQUESTED THAT IT BE ENTERED AGAINST DEFENDANT

1 CQI ONCOLOGY/INFUSION SERVICES ONLY, EXCLUDING THE
2 DEFENDANT ROBERT LITTLE.

3 ALL RIGHT, MR. ROBINSON. LET ME HEAR YOU ON THAT
4 ISSUE.

5 MR. ROBINSON: MAY IT PLEASE THE COURT, YOUR
6 HONOR, I HAVE ANOTHER COPY OF THE PURCHASE AND SALE
7 AGREEMENT THAT WAS ENTERED INTO EVIDENCE DURING THE TRIAL.

8 THE COURT: YES, SIR.

9 MR. ROBINSON: IN THE FIRST WHEREAS PARAGRAPH,
10 YOUR HONOR, THE AGREEMENT STATES THAT THE SELLER IS SELLING
11 CERTAIN ASSETS OF CQI ONCOLOGY/INFUSION SERVICES, LLC.
12 I'LL REFER TO THAT AS THE LLC.

13 IN THE SECOND WHEREAS PARAGRAPH IT ALSO SAYS
14 AGAIN SELLER DESIRES TO SELL AND THE PURCHASER DESIRES TO
15 PURCHASE FILES, CONTACTS, ET CETERA OF THE LLC.

16 IN PARAGRAPH NUMBER 1, YOUR HONOR, IT SAYS THE
17 SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE
18 FROM THE SELLER THE ASSETS OF THE LLC.

19 AND AT THE END OF THE FIRST PARAGRAPH IN NUMBER
20 1, AGAIN, PURCHASER AGREES TO PURCHASE THE ASSETS OF THE
21 LLC.

22 THOSE STATEMENTS ARE ALL VERY SIMILAR AND I THINK
23 THE REDUNDANCY PROVES THE POINT THAT THE SELLER WAS THE LLC
24 AND THE ASSETS THAT WERE BEING SOLD WERE OWNED BY THE LLC.

25 THERE'S NO OBLIGATION OR NO RESPONSIBILITIES PUT

1 UPON ROBERT LITTLE INDIVIDUALLY IN THIS CONTRACT. AGAIN,
2 THE ASSETS THAT WERE BEING SOLD WERE ASSETS OF THE LLC.

3 THE PURCHASER OBVIOUSLY KNEW THAT THEY WERE
4 DEALING WITH THE LLC AND PURCHASING ASSETS FROM THE LLC AND
5 CERTAINLY, YOUR HONOR, ROBERT LITTLE INDIVIDUALLY WAS ADDED
6 AS A PARTY OR SIGNATORY TO THIS CONTRACT. I CAN'T DENY
7 THAT, BUT THE REAL PARTY IN INTEREST IS THE LLC.

8 TO UNDERScore THAT, YOUR HONOR, ON THE VERY LAST
9 PAGE OF THE AGREEMENT IS A CORPORATE RESOLUTION AND THE
10 AGREEMENT AND THIS RESOLUTION WERE PREPARED BY THE
11 PLAINTIFF'S ATTORNEY, MS. QUINN, AND THIS RESOLUTION IS ON
12 BEHALF OF THE DEFENDANT LLC, AUTHORIZING THE SALE OF THE
13 ASSETS TO THE PLAINTIFF AND THEN MR. LITTLE IS AUTHORIZED
14 TO SIGN THE DOCUMENT TO EFFECTUATE THE SALE.

15 THAT UNDERSCORES THE FACT, YOUR HONOR, THAT WE
16 ARE DEALING WITH AN LLC. THE PLAINTIFF WAS WELL AWARE THAT
17 THE SELLER WAS THE LLC AND MR. LITTLE'S INVOLVEMENT IN THIS
18 WAS ON BEHALF OF THE LLC AND REQUIRED THIS RESOLUTION TO
19 CLARIFY HIS ROLE IN IT.

20 IN THE MOTION TO RECONSIDER, YOUR HONOR, ON PAGE
21 3, PARAGRAPH NUMBER 11, IT SETS FORTH SOUTH CAROLINA CODE
22 SECTION 33-44-303 CONCERNING THE DEBTS AND OBLIGATIONS OF
23 THE LLC AND THE MEMBERS THEREOF. YOUR HONOR, THAT IS VERY,
24 VERY STRONG LANGUAGE TO PROTECT THE MEMBERS OF THE LLC FROM
25 DEBTS OF THE LLC. I'M NOT GOING TO STAND HERE AND READ

1 THIS TO YOU, BUT THAT AGAIN IS VERY STRONG LANGUAGE TO
2 PROTECT THE MEMBERS FROM THE OBLIGATIONS OF THE LLC.

3 WE SUBMIT AGAIN THAT THE REAL PARTY IN INTEREST
4 WAS THE LLC AND ANY JUDGMENT RENDERED SHOULD BE AGAINST THE
5 LLC AND NOT THE INDIVIDUAL.

6 THANK YOU.

7 THE COURT: THANK YOU. NOW, MS. QUINN, YOU HAVE
8 A REPLY ---

9 MS. QUINN: I DO, YOUR HONOR, .

10 THE COURT: --- BRIEF OR MEMORANDUM?

11 MS. QUINN: YES, SIR.

12 THE COURT: DID YOU GIVE MR. ROBINSON A COPY OF
13 THAT?

14 MR. ROBINSON: NOT YET. I HAVEN'T SEEN THIS,
15 YOUR HONOR.

16 THE COURT: I HAVEN'T EITHER.

17 MS. QUINN: MAY I APPROACH?

18 THE COURT: YES, MA'AM.

19 (MS. QUINN APPROACHES BENCH AND HANDS REPLY TO
20 MOTION FOR RECONSIDERATION TO THE COURT.)

21 THE COURT: THANK YOU. ALL RIGHT. MS. QUINN,
22 I'LL BE GLAD TO HEAR FROM YOU ON THIS ISSUE.

23 MS. QUINN: THANK YOU, YOUR HONOR. I BELIEVE
24 THIS IS THE THIRD TIME THAT WE HAVE HEARD THIS ISSUE. IT
25 WAS IN A PRETRIAL MOTION, IT WAS DURING THE TRIAL AND THEN

1 THE POST TRIAL MOTION IMMEDIATELY AFTER, ALL OF WHICH WERE
2 DENIED.

3 THE DEFENDANT TESTIFIED THAT HE'S RETIRED. HE
4 WAS ASKED WHERE THE MONEY WAS IN THE CQI ACCOUNT AND THE
5 MONEY WAS GONE AND I BELIEVE HE'S TRYING TO HIDE BEHIND THE
6 INSOLVENT LLC.

7 THE PURCHASE AGREEMENT IN THE FIRST PARAGRAPH HAS
8 ROBERT LITTLE INDIVIDUALLY AND CQI REFERRED TO AS SELLERS
9 HEREIN. THE SIGNATURE PAGE WHERE ROBERT LITTLE SIGNED IT
10 INDIVIDUALLY SAYS SELLER ROBERT LITTLE WITH HIS SIGNATURE.
11 RIGHT UNDER THAT SELLER CQI BY ROBERT LITTLE, ITS MEMBER.

12 IN THE CONTRACT ON PAGE 2 WITH REGARD TO
13 PARAGRAPH 4 OF THE INDEMNIFICATION SECTION, "SELLER AGREES
14 THAT HE WILL DEFEND..." HE. NOT THE CORPORATION.

15 TESTIMONY WAS THAT IT WAS THE INDIVIDUAL ACTIONS
16 OF THE DEFENDANT WHICH HE CONTINUED TO BREACH AND WHICH
17 RESULTED IN THE PLAINTIFF'S DAMAGES.

18 WE BELIEVE THE COURT HAD KNOWLEDGE OF THAT AND
19 YOUR HONOR SAID THAT AT THE TIME OF THE HEARING AND WE
20 WOULD ASK THAT THE COURT DENY THIS MOTION AND WE ARE ALSO
21 ASKING FOR ATTORNEY'S FEES IN THE AMOUNT OF \$1,890.00 TO
22 DEFEND THE MOTION. I HAVE AN ATTORNEY FEE AFFIDAVIT TO
23 SUBMIT.

24 THE COURT: IS THERE ANYTHING IN THE CONTRACT
25 THAT AUTHORIZES ATTORNEY FEES?

1 MS. QUINN: NO, SIR. WE'RE JUST ASKING FOR THE
2 MOTION.

3 THE COURT: ALL RIGHT. NOW MR. ROBINSON IS
4 RELYING ON THIS SECTION 33-44-303 PROVIDING A MEMBER OR
5 MANAGER IS NOT PERSONALLY LIABLE BY ACTING AS A MEMBER OR
6 MANAGER.

7 NOW IN THE CONTRACT IT DOES START OUT BY AND
8 BETWEEN ROBERT LITTLE INDIVIDUALLY AND CQI ONCOLOGY, ET
9 CETERA. MR. LITTLE SIGNED IN ONE PLACE AS THE SELLER AND
10 HE SIGNED IN ANOTHER AS SELLER ROBERT LITTLE AND THEN HE
11 SIGNED IN ANOTHER PLACE SELLER, CQI ONCOLOGY SERVICES, LLC
12 BY ROBERT LITTLE, ITS MEMBER. MS. ROBIN JOHNSON SIGNED AS
13 A MEMBER OF CQI PHARMACY SERVICES. SO HOW ABOUT THAT CODE
14 SECTION?

15 MS. QUINN: AGAIN, I DON'T THINK THIS IS THE
16 FIRST TIME WE'VE SEEN THIS CODE SECTION. I BELIEVE THAT
17 WAS THE WHOLE CRUX OF THE DEFENDANT'S CASE BY TRYING NOT TO
18 MAKE HIM RESPONSIBLE FOR THE DEBTS. HE'S RESPONSIBLE FOR
19 BREACHING THE CONTRACT, YOUR HONOR. IT WAS HIS ACTIONS. I
20 DON'T THINK THAT HE DID ANYTHING IN THE CAPACITY TO PROTECT
21 HIMSELF UNDER THE CORPORATE VEIL AND I THINK IN THIS MOTION
22 ONE OF THE THINGS THAT'S NOT BEFORE THE COURT BUT I'LL
23 STATE BRIEFLY AND THERE WAS ALSO TESTIMONY THAT HE TOOK HER
24 OFF THE ACCOUNT WHEN SHE DID TAKE HIM OFF OF HER ACCOUNT.
25 SO THAT WOULD BE RETALIATION. SHE WAS STILL AN EMPLOYEE OF

1 HIS COMPANY, DEPOSITING FUNDS AND WRITING THE CHECKS. SO
2 ANY RETALIATION, THAT WOULDN'T BE A CORPORATE DECISION,
3 THAT WOULD BE AN INDIVIDUAL DECISION.

4 THE COURT: ALL RIGHT. MR. ROBINSON, I THINK
5 THE FIRST TIME -- WELL, LET ME DISCUSS IT WITH YOU A LITTLE
6 FURTHER. IT STARTS OUT BY AND BETWEEN ROBERT LITTLE
7 INDIVIDUALLY AND CQI. NOW ROBERT LITTLE DID SIGN AS
8 SELLER. HE ALSO SIGNED AS SELLER ON BEHALF OF CQI BY
9 ROBERT LITTLE, ITS MEMBER. ANY DISTINCTION THERE?

10 MR. ROBINSON: NOT OTHER THAN THE CODE SECTION,
11 YOUR HONOR. I CANNOT MAKE THAT GO AWAY -- WHAT IS IN BLACK
12 AND WHITE BEFORE US BUT THE CONTRACT WAS PREPARED BY MS.
13 QUINN ON BEHALF OF THE PLAINTIFF AND I THINK THAT THIS
14 ARGUMENT IS BEING MADE AFTER THE FACT. WE HAVE TO LOOK AT
15 THE TIME THE CONTRACT WAS ENTERED INTO AND WHAT OBLIGATIONS
16 OR RESPONSIBILITIES WERE INVOLVED IN THE CONTRACT WHEN IT
17 WAS SIGNED. THE ASSETS THAT WERE BEING SOLD -- THAT WAS
18 THE PURPOSE OF THE CONTRACT WAS FOR THE SALE OF ASSETS.
19 THE ASSETS BEING SOLD WERE THE ASSETS OF THE LLC.

20 THE COURT: ALL RIGHT. WHAT WAS THE CONNECTION,
21 IF ANY, OF MR. LITTLE TO THIS CQI ONCOLOGY? WHAT WAS HIS
22 CONNECTION TO THAT?

23 MR. ROBINSON: HE WAS A MEMBER OR I BELIEVE THE
24 MEMBER IN THE LLC.

25 THE COURT: WAS HE A CORPORATE OFFICER OR JUST A

1 MEMBER OF THE LLC?

2 MR. ROBINSON: A MEMBER. WITH AN LLC, YOUR
3 HONOR, YOU WOULD HAVE MEMBERS AS OPPOSED TO OFFICERS.

4 THE COURT: OKAY.

5 MR. ROBINSON: BUT I SUBMIT THAT THAT CODE
6 SECTION QUITE CLEARLY APPLIES TO MEMBERS OR MANAGERS.

7 THE COURT: EVEN THOUGH THE CONTRACT SAYS
8 OTHERWISE?

9 MR. ROBINSON: I CANNOT ---

10 THE COURT: THAT IS THE WAY IT'S WRITTEN.

11 MR. ROBINSON: --- DENY THAT THE CONTRACT, IN
12 THE FIRST PARAGRAPH, SAYS ROBERT LITTLE INDIVIDUALLY. BUT
13 I THINK YOU ALSO HAVE TO LOOK AT THE ASSETS THAT WERE BEING
14 SOLD.

15 THE COURT: ALL RIGHT. SO UNDER YOUR THEORY THE
16 ASSETS OF THE TWO COMPANIES HERE OR OF YOUR CLIENT ONCOLOGY
17 SERVICES ARE THE ASSETS THAT ARE BEING SOLD TO CQI?

18 MR. ROBINSON: YOUR HONOR, AND THEN IF YOU ARE
19 GOING TO PERHAPS DISTINGUISH BETWEEN THE LLC AND THE
20 INDIVIDUAL THEN YOU MIGHT LOOK AT WHAT THE LLC DID OR
21 RECEIVED VERSUS THE INDIVIDUAL AND, YOUR HONOR, I
22 UNDERSTAND THAT YOU WERE LIMITING THE MOTION TO THE ISSUE
23 OF INDIVIDUAL VERSUS LLC BUT I THINK THAT BRINGS IN THE
24 AMOUNT OF DAMAGES THAT WERE AWARDED, THE \$50,000.00. SOME
25 OF THAT WOULD BE ATTRIBUTABLE TO THE BILLS THAT WERE NOT

1 PAID. SOME OF THAT WOULD BE ATTRIBUTABLE TO THE CONTRACT
2 PRICE AND THE AGREEMENT AND IF -- YOUR HONOR AWARDED THE
3 DAMAGES WHICH INCLUDED THE \$30,000.00 SELLING PRICE BUT IF
4 YOU INCLUDE THAT YOU'RE SAYING THE PLAINTIFF GOT NOTHING
5 BUT THE PLAINTIFF DID GET THE BUSINESS, THE ASSETS OF THE
6 BUSINESS THAT WAS BEING SOLD. IF JUDGMENT IS ENTERED
7 AGAINST SOME PARTY FOR THE CHECKS THAT WERE NOT PAID, THAT
8 MAKES THE PLAINTIFF WHOLE BUT THEN THE PLAINTIFF STILL GOT
9 THE BUSINESS WHICH WAS WORTH SOMETHING. THERE WAS NO
10 TESTIMONY THAT THE BUSINESS WAS WORTHLESS AND THE PLAINTIFF
11 DIDN'T ASK FOR RECISION OF THE CONTRACT.

12 BUT IF YOU'RE GOING TO DISTINGUISH BETWEEN THE
13 INDIVIDUAL AND THE LLC, WHAT DID THE INDIVIDUAL DO VERSUS
14 WHAT DID THE LLC DO, MS. QUINN SAID IT WAS MR. LITTLE WHO
15 REMOVED THE PLAINTIFF AS A SIGNATORY ON THE CHECKING
16 ACCOUNT AND IF YOU LOOK AT IT THAT WAY THEN PERHAPS THE
17 DAMAGES ATTRIBUTABLE TO THE INDIVIDUAL SHOULD BE LIMITED TO
18 THE CONSEQUENCES OF THOSE ACTIONS WHICH WOULD BE THE CHECKS
19 WHICH WAS APPROXIMATELY \$25,000.00.

20 SO IF YOU'RE GOING TO DISTINGUISH BETWEEN THE
21 INDIVIDUAL AND THE LLC BUT ALSO HOLD THE INDIVIDUAL LIABLE,
22 I THINK YOU NEED TO LOOK AT WHAT THE INDIVIDUAL PERHAPS DID
23 AND ADJUST THE DAMAGES ACCORDINGLY.

24 THE COURT: IF I GRANTED YOUR MOTION AS TO THE
25 DEFENDANT ROBERT LITTLE, WOULD I NOT IN SOME SENSE BE

1 REWRITING THE CONTRACT DUE TO THE FACT THAT HE SIGNED IT AS
2 SELLER AND IT SAYS THE CONTRACT IS BETWEEN ROBERT LITTLE
3 INDIVIDUALLY AND CQI? NOW TO WHAT EXTENT CAN I LEGALLY OR
4 TO WHAT EXTENT WOULD I BE AMENDING THE PURCHASE AND SALE
5 AGREEMENT?

6 MR. ROBINSON: YOUR HONOR, I CANNOT MAKE THAT GO
7 AWAY. IT SAYS RIGHT THERE, ROBERT LITTLE INDIVIDUALLY. HE
8 SIGNED IT INDIVIDUALLY. AGAIN, IF YOU ARE GOING TO DO THAT
9 THEN LOOK AT WHAT SHE DID AND PERHAPS THE DAMAGES SHOULD BE
10 ADJUSTED ACCORDINGLY. \$25,000.00 INSTEAD OF \$50,000.00
11 AGAINST THE INDIVIDUAL.

12 THE COURT: WELL, I DIDN'T AGREE TO GO INTO THE
13 QUESTION OF DAMAGES BUT NOW IN LIGHT OF THAT, WHAT'S YOUR
14 RESPONSE TO THAT?

15 MS. QUINN: MY RESPONSE IS IN PARAGRAPH 2 ON
16 PAGE 2 OF THE CONTRACT AND I WAS TRYING TO FIND MY COPY OF
17 THE COURT EXHIBIT AND I COULDN'T FIND IT BUT I BELIEVE THE
18 \$30,000.00 CHECK WAS MADE OUT TO ROBERT LITTLE AND THAT
19 SHOULD BE ONE OF THE EXHIBITS IN THE FILE.

20 THE COURT: WELL, ACCORDING TO THE CONTRACT THE
21 PURCHASE PRICE SHALL BE THE SUM OF \$30,000.00 IN THE FORM
22 OF A CASHIER'S CHECK PAYABLE TO ROBERT LITTLE.

23 MS. QUINN: YES, YOUR HONOR. AND I THINK THAT
24 THAT KILLS THE ARGUMENT THAT IT'S ALL ABOUT THE COMPANY.
25 IT'S NOT.

1 THE COURT: HOW ABOUT THE QUESTION OF GIVING HIM
2 CREDIT AS TO HIM INDIVIDUALLY?

3 MS. QUINN: WELL, HE GOT THE \$30,000.00 CHECK
4 INDIVIDUALLY. I THINK THAT'S A GREAT ARGUMENT IF THE
5 CORPORATION GOT THE \$30,000.00 CHECK BUT ROBERT LITTLE GOT
6 THE \$30,000.00 CHECK.

7 THE COURT: WELL, MR. ROBINSON, I'LL GRANT YOU
8 THAT'S WHAT THE LANGUAGE IN 33-44-303 PROVIDES. BUT ON THE
9 OTHER HAND YOU'VE GOT A CONTRACT THAT HE SIGNED AND I DON'T
10 KNOW THAT I CAN MAKE THAT GO AWAY. WHEN I FIRST THOUGHT
11 ABOUT IT I WAS HOPING THAT MAYBE HE WAS A REGISTERED AGENT
12 OR WHATNOT THAT I HAD OVERLOOKED, BUT APPARENTLY NOT.

13 MR. ROBINSON, I'M GOING TO HAVE TO RESPECTFULLY
14 DECLINE OR DENY YOUR MOTION.

15 MR. ROBINSON: YES, SIR.

16 THE COURT: I ALSO, FOR THE RECORD, I'VE
17 CONSIDERED YOUR OTHER REQUESTS FOR RECONSIDERATION. I
18 THINK THESE HAVE BEEN THOROUGHLY COVERED IN THE TRIAL AND I
19 DENY THOSE.

20 WHILE I ACKNOWLEDGE THE EXISTENCE OF 33-44-303, I
21 DON'T KNOW THAT I CAN DO THAT IN THE FACE OF THIS CONTRACT
22 YOUR CLIENT SIGNED. WHETHER OR NOT HE GOT LEGAL ADVICE
23 PRIOR TO THIS, I DON'T KNOW. HE CERTAINLY WOULD HAVE HAD
24 AN OPPORTUNITY TO, I GUESS.

25 AT ANY RATE, YOU MADE A GOOD ARGUMENT, MR.

1 ROBINSON. IF I WAS COMFORTABLE IN REWRITING THIS CONTRACT
2 I WOULD DO SO, BASED ON THIS STATUTE, BUT AT THIS TIME I
3 DON'T SEE HOW I CAN AND NOT VIOLATE THE TERMS OF THE
4 CONTRACT.

5 MR. ROBINSON: THANK YOU. WILL THERE BE A
6 FORMAL ORDER?

7 THE COURT: THERE WILL BE AN ORDER DENYING YOUR
8 MOTION WE HEARD AS TO WHETHER OR NOT THE DEFENDANT ROBERT
9 LITTLE INDIVIDUALLY SHOULD BE EXCLUDED FROM THE JUDGMENT.
10 I HAVE DENIED THAT MOTION.

11 THE ORDER MIGHT PROVIDE BRIEFLY THAT THE
12 REMAINING PORTIONS OF THE ORDER OR THAT THE COURT HAS
13 CONFIRMED THE PRIOR ORDER.

14 MS. QUINN, I'M GOING TO ASK YOU TO PREPARE THE
15 ORDER THAT THE COURT HAS CONSIDERED THE ENTIRE MOTION FOR
16 RECONSIDERATION AND I FIND THOSE TO BE WITHOUT MERIT,
17 THEREFORE, THE ORDER AS ISSUED WILL BE AFFIRMED.

18 MS. QUINN: YES, SIR.

19 THE COURT: AND IF YOU WILL PROVIDE MR. ROBINSON
20 A COPY OF THE PROPOSED ORDER WHEN YOU SEND IT TO THE COURT,
21 PLEASE.

22 MS. QUINN: YES, SIR.

23 THE COURT: ANYTHING FURTHER AT THIS TIME?

24 MR. ROBINSON: NOTHING.

25 THE COURT: THANK YOU, MR. ROBINSON AND MS.

FILED-CLERK'S OFFICE
ANDERSON SC

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

2013 MAY 31 AM 9:18
COMMON PLEAS AND
GENERAL SESSIONS

PURCHASE AND SALE
AGREEMENT



This Purchase and Sale Agreement (hereinafter referred to as Agreement) is made and entered into this 9th day of May 2013 by and between Robert Little individually and CQI Oncology/ Infusion Services, LLC (hereinafter referred to as Seller) and CQI Pharmacy Services, LLC (hereinafter referred to as Purchaser).

WHEREAS Seller is selling to CQI Pharmacy Services, LLC, a South Carolina limited liability company, certain Assets of CQI Oncology/ Infusion Services, LLC including any and all furniture, office equipment, equipment, inventory and other personal items located at 104 Corporate Blvd., Suite 406, West Columbia, SC 29169; and

WHEREAS Seller desires to sell and Purchaser desires to purchase all contracts, files, client lists, contacts, vendor lists of CQI Oncology/Infusion Services, LLC.

NOW THEREFORE, in consideration of the mutual covenants and representation contained herein, the receipt and sufficiency of said mutual consideration being acknowledged, Seller and Purchaser agree as follows:

1. Purchase and Sale:

Subject to the terms and conditions of this Agreement Seller agrees to sell, convey and assign to Purchaser and Purchaser agrees to purchase from Seller the Assets of CQI Oncology/ Infusion Services, LLC located at 104 Corporate Blvd., Suite 406, West Columbia, SC 29169. Purchase further agrees to purchase all contracts, files, client lists, contacts, vendor lists of CQI Oncology/Infusion Services, LLC.

Seller agrees to take such reasonable steps as may be appropriate to affect the sale,

RF
Purchaser's Initials

RL
Seller's Initials

conveyance and assignment including, but not limited to Seller shall not interfere with any existing or future relationships that CQI Pharmacy Services, LLC has or may have with any and all companies, clients and/or vendors.

Seller represents and warrants that the Property is free and clear of any liens or encumbrances and that the Seller has rightful title to the Property. Seller hereby agrees to forever defend the title to the Property unto Purchaser, its successors and assigns, from and against all persons whomsoever.

The parties acknowledge that there is a similarity in the Corporate names that may cause confusion to third parties, including but not limited to the US Postal Service; and Seller agrees that he will not file for a change of address on the Corporate name, but shall file a change of address individually. Seller will take reasonable steps to notify third parties as to his change of address. Purchaser agrees to forward any mail received for Robert Little to his home address in Basley, SC; and Seller agrees to forward any mail he may receive for the benefit of Purchaser directly to Purchaser at 104 Corporate Blvd., Suite 406, West Columbia, SC 29169.

2. Purchase Price:

The purchase price shall be the sum of Thirty Thousand and no/100 (\$30,000.00) dollars in the form of a Cashier's Check payable to Robert Little.

3. The Closing:

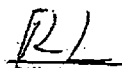
The closing shall take place on May 9, 2013 at or before 12:00 a.m. at the Law Offices of Quinn & Mason, 2309 Devine Street, Columbia, South Carolina 29205.

4. Indemnification:

Seller agrees that he will defend, indemnify and hold purchaser harmless from any and all actions, causes of action, claims and or demands which arise or are asserted as arising from



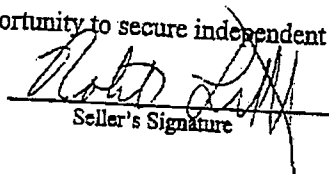
Purchaser's Initials


Seller's Initials

Seller's conduct prior to closing. Purchaser agrees that it will defend, indemnify and hold Seller harmless from any and all actions, causes of action, claims and or demands which arise or are asserted as arising from Purchaser's conduct prior to closing.

5. Preparation of Agreement:

Seller acknowledges that the Law Offices of Quinn & Mason prepared this Agreement for the benefit of the Purchaser. At no time has the Law Offices of Quinn & Mason represented nor rendered legal advice to Seller with regard to this transaction. Seller acknowledges that he has had ample opportunity to secure independent Counsel regarding this transaction.


Seller's Signature

6. Entire Agreement:

This is the entire Agreement between the parties superceding all prior Agreements and it may not be changed, modified or amended without such being reduced to writing and such writings signed by each of the parties hereto. Furthermore, the parties agree and acknowledge that the Employment Contract dated April 27, 2011 is hereby void and will not be binding upon CQI Pharmacy Services, LLC, Robin Johnson or Robert Little.

7. Time is of the Essence:

Time shall be of the essence as to all matters contained within this Agreement.

8. Successors and Assigns/ Assignment:

This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, personal representative, successors and assigns.

THIS SPACE IS INTENTIONALLY LEFT BLANK


Purchaser's Initials


Seller's Initials

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 9th
day of May 2013.

Witnesses:

Laura McLaughl
Natalie Quinn

Laura McLaughl
Natalie Quinn

Laura McLaughl
Natalie Quinn

Robert Little (seal)
Seller: Robert Little

Robert Little (seal)
Seller: CQI Oncology/Infusion Services, LLC
By: Robert Little, It's Member

Robin Johnson (seal)
Purchaser: CQI Pharmacy Services, LLC
By: Robin Johnson, It's Member

RT
Purchaser's Initials

RL
Seller's Initials



Invoice Number	Invoice Date	Account Number	Page
2-241-99061	Apr 16, 2013	2367-4277-6	1 of 5

FedEx Tax ID: 71-0427007
Store ID: Store #HFRL

Billing Address:

CQI ONCOLOGY INFUSION SER
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

Shipping Address:

CQI ONCOLOGY INFUSION SER HFRL
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

Invoice Questions?

Contact FedEx Revenue Services

Phone: (800) 622-1147 M-Sa 7-6 (CST)

Fax: (800) 548-3020

Internet: www.fedex.com

Invoice Summary Apr 16, 2013

FedEx Ground Services

Transportation Charges		79.12
Other Handling Charges		18.29
Performance Pricing Discount		-30.89
Total Charges	USD	\$66.52
TOTAL THIS INVOICE	USD	\$66.52

You saved \$30.89 in discounts this period!

Other discounts may apply.

*pd
4/16/13
4/16/13*



Detailed descriptions of surcharges can be located at fedex.com

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ANDERSON SC
2016 MAY 31 AM 9:18
COMMON PLEAS AND
GENERAL SESSIONS



Invoice Number	Invoice Date	Account Number	Page
2-241-99061	Apr 16, 2013	2367-4277-6	3 of 5

FedEx Ground Shipment Summary By Payor Type

FedEx Ground Shipments (Original)

Date	Shipments	Rated Weight lbs	Transportation Charges	Other Handling Charges	Ref. Cdn/Tax Credits/Other	Discounts	Total Charges
Ground-Prepaid							
03/21	1	4	8.10	0.38		-2.26	6.22
03/26	2	25	20.44	15.66		-8.76	27.34
03/29	1	6	9.01	0.38		-3.17	6.22
04/03	1	10	9.92	0.44		-3.98	6.28
04/05	3	33	31.75	1.43		-12.72	20.46
Ground-Prepaid Subtotal							\$66.52
Total FedEx Ground		8	78	\$79.12	\$18.29	\$30.89	\$66.52

Total This Invoice

USD

\$66.52



Invoice Number	Invoice Date	Account Number	Page
2-241-99061	Apr 16, 2013	2367-4277-6	5 of 5

Pickup Date: Apr 05, 2013

Cust. Ref.: NO REFERENCE INFORMATION

P.O. #

Payor: Shipper

Dept. #

* Net charge represents minimum package charge for this parcel.

Tracking ID	563 064915000702	Sender	Recipient	Transportation Charge	7.95
Service Type	Ppd, Domestic	Robin Johnson	ALPHA-MEDTHRIFT SCIENTIFIC CO.	Performance Pricing	-2.11
Zone	05	Robin Johnson	ALPHA-MEDTHRIFT SCIENTIFIC CO.	Fuel Surcharge	0.44
Packages	1	104 Corporate Blvd Ste 406	16352 104TH AVE	Total Charge	USD \$6.28
Rated Weight	3 lbs	West Columbia SC 29169	UNIT B		
Delivered	Apr 09, 2013		ORLAND PARK IL 60467-540052		

Pickup Date: Apr 05, 2013

Cust. Ref.: NO REFERENCE INFORMATION

P.O. #

Payor: Shipper

Dept. #

* Net charge represents minimum package charge for this parcel.

Tracking ID	563 064915000695	Sender	Recipient	Transportation Charge	8.42
Service Type	Ppd, Domestic	Robin Johnson	STEVE MEDELSON	Fuel Surcharge	0.44
Zone	04	Robin Johnson	IMPERIAL SURGICAL SUPPLY CORP	Performance Pricing	-2.58
Packages	1	104 Corporate Blvd Ste 406	7 NORTHERN BLVD	Total Charge	USD \$6.28
Rated Weight	5 lbs	West Columbia SC 29169	GREAT NECK NY 11021-404407		
Delivered	Apr 09, 2013				

Pickup Date: Apr 05, 2013

Cust. Ref.: NO REFERENCE INFORMATION

P.O. #

Payor: Shipper

Dept. #

Tracking ID	563 064915000689	Sender	Recipient	Transportation Charge	15.38
Service Type	Ppd, Domestic	Robin Johnson	ALPHA-MEDTHRIFT SCIENTIFIC CO.	Performance Pricing	-8.03
Zone	05	Robin Johnson	ALPHA-MEDTHRIFT SCIENTIFIC CO.	Fuel Surcharge	0.55
Packages	1	104 Corporate Blvd Ste 406	16352 104TH AVE	Total Charge	USD \$7.90
Actual Weight	24.9 lbs	West Columbia SC 29169	UNIT B		
Rated Weight	26 lbs		ORLAND PARK IL 60467-540052		
Delivered	Apr 09, 2013				

Prepaid Subtotal	USD	\$66.52
Total FedEx Ground	USD	\$66.52



P.O. BOX 105378
ATLANTA, GA 30348

dd
ck
4/9/13

Manage Your Account & View Your Usage Details	Account Number	Date Due
My Verizon at www.verizonwireless.com	215587568-00001	04/28/13
Address Changed? - go to vzw.com/changeaddress	Invoice Number	9702582543

20000546 02 AT 0.281 "AUTO T20.2473.28169-460001 E NSCR0203



CQI ONCOLOGY SERVICES
104 CORPORATE BLVD
STE 406-7344
WEST COLUMBIA, SC 29169-4600

Quick Bill Summary

Mar. 04 - Apr. 03

Previous Balance (see back for details)	\$163.88
Payment - Thank You	-\$163.88
Balance Forward	\$0.00
Monthly Charges	\$141.97
Usage and Purchase Charges	\$7.97
Verizon Wireless Surcharges and Other Charges & Credits	\$6.27
Taxes, Governmental Surcharges & Fees	\$9.71
Total Current Charges	\$165.92

Total Charges Due by April 28, 2013

\$165.92



Pay from Wireless	Pay on the Web	Questions:
3PMT (1/768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or 2517 from your wireless

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ANDERSON SC
2013 MAY 31 AM 9:18
COMMON PLEAS AND
GENERAL SESSIONS



CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

FILE

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 03/28/2013

INVOICE: 7015561682

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600COMMON PLEAS
GENERAL SESSION
2013 MAY 31 AM 9:15FILED-CLERK'S OFFICE
ANDERSON SC

PO/LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 031313TH					ORDER NUMBER: G000729996			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406 WEST COLUMBIA SC 29169-4600								
6	81	4	CS	DC14002	CATHETER RUBBERGLOVE SUCT K	N	68.370	273.48
8	80	10	CS	DC14010	CATHETER RUB BRONCH ASP GLO	N	57.240	572.40
SUB-TOTAL								845.88
ORDER PLACED BY: JOHNSON, ROBIN3753					8039360588			

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973TERMS OF PAYEE # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGETHE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	845.88
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095186

TOTAL DUE

845.88





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 03/28/2013

INVOICE: 7015361684

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
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PO NUMBER: 031113TH

ORDER NUMBER: G000727888

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

20	200	3	CS	23420-020	SPRAY PUMP SKIN PREP 4 OZ	N	62.201	186.60
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SUB-TOTAL 186.60

ORDER PLACED BY: JOHNSON_ROBIN3753 8039360588

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	186.60
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095126

TOTAL DUE

186.60





INVOICE
MEDICAL PRODUCTS AND SERVICES

Page 1 of 2

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 03/28/2013

INVOICE: 7015561689

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 032713TH					ORDER NUMBER: G000745895			
COI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406, WEST COLUMBIA SC 29169-4600								
1	10	10	CS	DC3582	SYRINGE SINGLE USE BULB SYRIN	N	26.500	265.00
2	20	15	CS	153504	BAG DRAINAGE CENTER ENTRY UR	N	48.400	726.00
3	30	4	CS	154004	URINARY SYSTEM SGL HOOK CLSD	N	75.302	301.21
5	50	35	BX	316	CATHETER LEGBAND ADULT	N	21.624	756.84
6	60	6	CS	800061	BIOCATHETER 16FR HYDROPHILIC	N	53.498	320.99
7	70	6	CS	DC8914X	CATHETER N SLEEVE 14FR SOLUTI	N	62.540	375.24
8	80	10	CS	D2865-12	BLADE B-P SURGICAL SZ15 CARB S	N	44.997	449.97
9	90	5	CS	D2865-15	BLADE B-P SURGICAL CARB S STER	N	44.997	224.99
11	110	10	CS	M1530-1	TAPE SURG MICROPORE 1INX10YD	N	36.994	369.94
12	120	10	CS	M1530-2	TAPE SURG MICROPORE 2INX10YD	N	36.994	369.94
13	130	10	CS	M1538-2	TAPE SURG DURAPORE 2IN X 10YD	N	60.102	601.02
14	140	10	CS	M1538-3	TAPE SURG DURAPORE 3IN X 10YD	N	63.282	632.82
SUB-TOTAL								5393.96
ORDER PLACED BY: JOHNSON, ROBIN3753					8039360588			

ORIGINAL INVOICE

Federal ID# 36-4095186

Continued Page: 2





Cardinal Health

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 2 of 2

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 03/28/2013

INVOICE: 7015561689

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER: # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	\$393.96
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095186

TOTAL DUE

\$393.96





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 03/29/2013

INVOICE: 7015638306

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 031313TH								
ORDER NUMBER: G000729996								
COI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406 WEST COLUMBIA SC 29169-4600								
6	60	6	CS	DC14002	CATHETER RUBBERGLOVE SUCT K	N	68.370	410.22
SUB-TOTAL								410.22

ORDER PLACED BY: JOHNSON, ROBIN3753

8039360588

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYEE # 11005448
NET 30 DAYS BOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE
SHIPPING/HNDLG
STATE TAX
LOCAL TAX

410.22
0.00
0.00
0.00

TOTAL DUE

410.22

ORIGINAL INVOICE

Federal Id# 36-4093186





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/01/2013

INVOICE: 7015703516

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 032513TH					ORDER NUMBER: 0000743523			
COI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406, WEST COLUMBIA SC 29169-4600								
13	130	5	CS	MPGX-35W	STAPLER SKIN PRECISE PGX DISP 3	N	190.608	953.04
14	140	5	CS	DC3572	CATHETER FEMALE KIT 8FR GLOV	N	87.768	438.84
18	180	4	CS	E2035TN	NEEDLE EPIDURAL 20GAX3.5IN	N	174.306	697.22
SUB-TOTAL								2089.10
ORDER PLACED BY: JOHNSON, ROBIN3753					8039360588			

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	2089.10
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095186

TOTAL DUE

2089.10





INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/01/2013

INVOICE: 7015703518

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
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PO NUMBER: 031813TH

ORDER NUMBER: G000734699

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

11	110	7	CS	DC4251	CATHETER BAKER ADULT JEJ 16FR	N	128.080	896.56
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SUB-TOTAL 896.56

ORDER PLACED BY: JOHNSON, ROBIN3753 8039360588

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290.

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	896.56
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal id# 36-4095186

TOTAL DUE

896.56





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/01/2013

INVOICE: 7015703521

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO/LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 032713TH					ORDER NUMBER: G000745895			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406, WEST COLUMBIA SC 29169-4600								
10	100	7	CS	900116A	FOLEY TRAY LUBRISIL IC PLUS 16F	N	145.824	1020.77
SUB-TOTAL								1020.77
ORDER PLACED BY: JOHNSON, ROBIN3753					8039360588			

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290.

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYEE: #11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	1020.77
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4085186

TOTAL DUE

1020.77





MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/02/2013

INVOICE: 7015728572

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

POL	LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
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PO NUMBER: 032013TH

ORDER NUMBER: GOOD737767

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406,
WEST COLUMBIA SC 29169-4600

11	110	5 CS	154002	BAG URINE 2000ML SNGL HOOK	N	53.191	265.96
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SUB-TOTAL	265.96
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ORDER PLACED BY: JOHNSON_ROBIN3753 8039360588

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

**CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.**

REMIT TO:

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE, MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	265.96
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal Id# 36-1095186

TOTAL DUE

265.96





INVOICE
MEDICAL PRODUCTS AND SERVICES

Page 1 of 2

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/02/2013

INVOICE: 7015728576

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
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PO NUMBER: 040113TH

ORDER NUMBER: G000750769

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

1	10	10	CS	DC3582	SYRINGE SINGLE USE BULB SYRIN	N	26.500	265.00
2	20	7	CS	DC8908X	CONTAINER CATHETER N SLEEVE	N	62.540	437.78
5	50	10	CS	772416	TRAY CATHETER URETHERAL 16FR	N	36.358	363.58
6	60	2	CS	DC4586	TRAP SPECIMEN TRAP 80CC	N	54.007	108.01
7	70	2	CS	M1530-1	TAPE SURG MICROPORE 1INX10YD	N	36.994	73.99
8	80	7	CS	M1530-2	TAPE SURG MICROPORE 2INX10YD	N	36.994	258.96
9	90	7	CS	M1538-2	TAPE SURG DURAPORE 2IN X 10YD	N	60.102	420.71
10	100	1	CS	M1538-0	TAPE SURG DURAPORE 1/2IN X10Y	N	63.282	63.28
11	110	8	CS	M1538-1	TAPE SURG DURAPORE 1IN X 10YD	N	60.102	480.82
13	130	1	CS	M1061	DRAPE SURGICAL STERI-DRAPE	N	206.064	206.06
14	140	3	CS	M1060	DRAPE SURGICAL STERI-DRAPE 51	N	136.019	408.06
15	150	10	CS	D2865-12	BLADE B-P SURGICAL SZ15 CARB S	N	44.997	449.97
16	160	4	CS	M1538-3	TAPE SURG DURAPORE 3IN X 10YD	N	63.282	253.13

SUB-TOTAL

3789.35

ORDER PLACED BY: JOHNSON_ROBIN3753

8039360588

ORIGINAL INVOICE

Federal ID# 36-1093186

Continued Page: 2





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 2 of 2

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/02/2013

INVOICE: 7015728576

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER: # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	3789.35
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal 104 36-4095786

TOTAL DUE

3789.35





INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/02/2013

INVOICE: 7015728583

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 040213TH					ORDER NUMBER: E001491703			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406, WEST COLUMBIA SC 29169-4600								
3	30	2	CS	DC3710	CATHETER X-RAY OPAQ RUB 16INC	N	24.308	48.62
ORDER PLACED BY: ROBIN JOHNSON							SUB-TOTAL	48.62
					8039360588			

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	48.62
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal Id# 36-4095186

TOTAL DUE

48.62





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/03/2013

INVOICE: 7015802321

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO/LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
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PO NUMBER: 022513TH

ORDER NUMBER: G000710167

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

14	140	1	CS	B072214	DRAIN FLUTE FULL FLAT 10MM	N	147.870	147.87
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SUB-TOTAL

147.87

ORDER PLACED BY: JOHNSON, ROBIN3753

8039360588

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	147.87
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4093186

TOTAL DUE

147.87



148



CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/03/2013

INVOICE: 7015802323

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO/LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 031313TH					ORDER NUMBER: G000729996			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406, WEST COLUMBIA, SC 29169-4600								
9	90	1	CS	21866-120	DISPOZ A BAG LARGE STER BARDI	N	79.780	79.78
ORDER PLACED BY: JOHNSON_ROBIN3753							SUB-TOTAL	79.78
					8039360588			

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973TERMS OF PAYER # 11005448
NET 30 DAYS FROM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGETHE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	79.78
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095186

TOTAL DUE

79.78





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/03/2013

INVOICE: 7015802327

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO/LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 032513TH					ORDER NUMBER: G000743523			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406 WEST COLUMBIA SC 29169-4600								
16	160	2	CS	DC91803	DRAIN PENROSE 18X.5 IN STER OPA	N	99.640	199.28
ORDER PLACED BY: JOHNSON,ROBIN3753							SUB-TOTAL	199.28
					8039360588			

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	199.28
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 35-4095185

TOTAL DUE

199.28





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/03/2013

INVOICE: 7015802330

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 032013TH					ORDER NUMBER: G000737767			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406 WEST COLUMBIA SC 29169-4600								
3	30	4	CS	DC3528	SYRINGE BULB TYPE IRRIGATION	N	24.433	97.73
7	70	12	CS	M1040	DRAPE SURGICAL STER DRAPE 13	N	81.832	981.98
10	100	4	CS	DC529	SYRINGE BAR/ULCER REUSABLE	N	20.988	83.95
ORDER PLACED BY: JOHNSON_ROBIN3753							SUB-TOTAL	1163.66
8039360588								

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	1163.66
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095186

TOTAL DUE

1163.66





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/03/2013

INVOICE: 7015802335

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO/LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 040113TH					ORDER NUMBER: G000750769			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406, WEST COLUMBIA SC 29169-4600								
12	120	1	CS	M3996	STAPLER SKIN PRECISE VISTA DISP	N	228.312	228.31
SUB-TOTAL								228.31
ORDER PLACED BY: JOHNSON, ROBIN3753					8039360588			

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905167
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGETHE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	228.31
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095185

TOTAL DUE

228.31





CardinalHealth

INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/04/2013

INVOICE: 7015851054

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
-------	------	-----	----	----------	----------------------	-----	------------	----------------

PO NUMBER: 040213TH

ORDER NUMBER: E001491703

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

2	20	2	CS	DC3734	CATHETER X-RAY OPAQ RUB 16INC	N	22.184	44.37
---	----	---	----	--------	-------------------------------	---	--------	-------

ORDER PLACED BY: ROBIN JOHNSON

8039360588

SUB-TOTAL

44.37

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448

NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	44.37
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-4095186

TOTAL DUE

44.37





INVOICE
MEDICAL PRODUCTS AND SERVICES

Page 1 of 1

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/05/2013

INVOICE: 7015930077

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

CQI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
PO NUMBER: 032013TH					ORDER NUMBER: G000737767			
CQI PHARMACY SERVICES LLC 104 CORPORATE BLVD STE 406, WEST COLUMBIA SC 29169-4600								
10	100	4	CS	DC529	SYRINGE BAR/ULCER REUSABLE	N	20.988	83.95
ORDER PLACED BY: JOHNSON_ROBIN3753					8039360588	SUB-TOTAL		83.95

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 905867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	83.95
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal ID# 36-1095186

TOTAL DUE

83.95





INVOICE
MEDICAL PRODUCTS AND SERVICES

Page 1 of 2

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/08/2013

INVOICE: 7015998597

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

PO LN	ITEM	QTY	UM	MATERIAL	MATERIAL DESCRIPTION	TAX	UNIT PRICE	EXTENDED PRICE
-------	------	-----	----	----------	----------------------	-----	------------	----------------

PO NUMBER: 040313TH

ORDER NUMBER: G000753830

COI PHARMACY SERVICES LLC
104 CORPORATE BLVD STE 406
WEST COLUMBIA SC 29169-4600

3	30	1	CS	900018	TRAY FOLEY URINE METER 18FR	N	119.059	119.06
6	60	5	CS	DC641	TUBE RECTAL DAVOL 30FR RED RU	N	86.623	433.12
11	110	1	CS	265724	CATHETER FOLEY SILICONE COAT	N	23.812	23.81
11	241	1	CS	265724	CATHETER FOLEY SILICONE COAT	N	23.812	23.81
12	120	2	CS	166816	CATHETER FOLEY 16FR 30CC SILIC	N	57.215	114.43
13	130	2	CS	0196L20	CATHETER FOLEY 20FR 5CC RED L	N	150.338	300.68
16	160	1	CS	0166V16S	CATHETER FOLEY 16FR 30CC 2WAY	N	47.738	47.74
19	190	1	CS	DC9982	T-TUBE DEAVER 5IN CROSSBAR 14	N	62.116	62.12
24	240	1	CS	DC3587	TRAY RACHEAL SUTION STERILE	N	102.820	102.82

ORDER PLACED BY: JOHNSON_ROBIN3753

8039360588

SUB-TOTAL

1227.59

ORIGINAL INVOICE

Federal ID# 36-4095186

Continued Page: 2





INVOICE

MEDICAL PRODUCTS AND SERVICES

Page 2 of 2

CUSTOMER: 11005448

BILL TO: 11005448

DATE: 04/08/2013

INVOICE: 7015998597

CHECK ON YOUR PAST DUE INVOICES AT WWW.CARDINAL.COM

CUSTOMER DOES NOT AND WILL NOT REDISTRIBUTE PRESCRIPTION
PHARMACEUTICAL PRODUCTS PURCHASED FROM CARDINAL HEALTH INTO THE SECONDARY MARKET.

REMIT TO:

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
PO BOX 903867,
CHARLOTTE NC 28290

SEND INQUIRES TO: (NO CHECKS)

CARDINAL HEALTH
MEDICAL PRODUCTS AND SERVICES
7000 CARDINAL PLACE, METRO 3
DUBLIN OH 43017-1091
(800) 320-3973

TERMS OF PAYER # 11005448
NET 30 DAYS EOM PROMPT PAY ACC
PAST DUE BALANCES ARE SUBJECT
TO A LATE PAYMENT CHARGE

THE PRICE SHOWN ON THIS INVOICE IS NET OF DISCOUNTS PROVIDED
AT THE TIME OF PURCHASE. SOME OF THE PRODUCTS LISTED ON
THIS INVOICE MAY BE SUBJECT TO ADDITIONAL DISCOUNTS. YOU
MAY HAVE AN OBLIGATION TO REPORT DISCOUNTS TO MEDICARE,
MEDICAID OR OTHER STATE HEALTH CARE PROGRAMS.

MERCHANDISE	1227.59
SHIPPING/HNDLG	0.00
STATE TAX	0.00
LOCAL TAX	0.00

ORIGINAL INVOICE

Federal Id# 36-4095186

TOTAL DUE

1227.59





Medical Specialties Distributors, LLC.

800 Technology Center Drive

Sloughton, MA 02072

Phone: 800.957.8400 Fax: 781.344.8320

Remit To:

Dept #1729

Medical Specialties Distr, LLC

PO Box 11407

Birmingham, AL 35246-1729

INVOICE

Invoice Number	
2663468	
Invoice Date	Page
4/10/2013	1 of 2
ORDER NUMBER	
2176957	

Bill To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

Ship To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

pd.
ck
4195
5,174.02
pd ck 4195

2016 MAY 31 AM 9:18
COMMON PLEAS
GENERAL SESSION
FILED-CLERKS OFFICE
ANDERSON SC

Customer ID	Customer License	PO Number	Terms	Due Date
104693	BC7751399	041013TH	Net 30	5/10/2013
Order Date	Pick Ticket No	Primary Salesrep Name	Taker	
4/10/2013	2630232	Tom Hrabak	ESTORE	
Quantities		UOM	Item ID	Item Description
Ordered	Shipped	Remaining	Unit Size	Unit Price

Delivery Instructions: See MARCUS For Ship Mode ***SHIP CASE QUANTITIES ONLY *** NO SPLIT SHIPMENTS
Only To Ship From GA !!

Carrier: UPS Ground		Tracking # 1Z3878900305973543		
6	6	0 CS100	BMPB3300	CS100
		1.0 N	MICROCLAVE CONNECTOR	1.0000
			100/CS CS	75.0000
				450.00
1	1	0 CS50	EMCS-50	CS50
		1.0 N	CLAVE MULTIDOSE VIAL ACCESS SPIKE	1.0000
			50/CS CS	49.5000
				49.50

For a copy of the Pedigree Documentation for items on this invoice email your request to: MSDPedigree@msdistributors.com

Total Invoice Lines: 2

Total Freight In: 0.00

Total Freight Out: 12.02

SUB-TOTAL: 499.50
TOTAL FREIGHT: 12.02
TAX: 0.00
AMOUNT DUE: 511.52
1.000000



ORIGINAL

***** Due 5/10/2013 *****



Medical Specialties Distributors, LLC.

800 Technology Center Drive

Stoughton, MA 02072

Phone: 800.967.6400 Fax: 781.344.8320

Remit To:

Dept #1729

Medical Specialties Distr, LLC

PO Box 11407

Birmingham, AL 35246-1729

INVOICE

Invoice Number	
2672727	
Invoice Date	Page
4/17/2013	1 of 2
ORDER NUMBER	
2182370	

Bill To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

Ship To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

Customer ID	Customer License	PO Number	Terms	Due Date
104693	BC7751399	041613TH	Net 30	5/17/2013
Order Date	Pick Ticket No	Primary Salesrep Name	Taker	
4/16/2013	2639859	Tom Hrabak	ESTORE	
Quantities			UOM	Item ID
Ordered	Shipped	Remaining	Unit Size	Item Description
				Pricing UOM
				Unit Price
				Extended Price

Delivery Instructions: See MARCUS For Ship Mode ***SHIP CASE QUANTITIES ONLY *** NO SPLIT SHIPMENTS
Only To Ship From GA II

Carrier: UPS Ground

Tracking # 1Z4785150310493163

Carrier: UPS Ground

Tracking # 1Z4785150310493172

25	25	0 CS100	CI000	CS100	75.0000	1,875.00
		100.0 N	CONNECTOR-CLAVE MALE LL	100.00		
		100/CS	CS			

For a copy of the Pedigree Documentation for items on this invoice email your request to: MSDPedigree@msdistributors.com

Total Invoice Lines: 1

SUB-TOTAL: 1,875.00

TAX: 0.00

AMOUNT DUE: 1,875.00

1.000000

ORIGINAL

***** Due 5/17/2013 *****



Medical Specialties Distributors, LLC.

800 Technology Center Drive

Sloughton, MA 02072

Phone: 800.987.6400 Fax 781.344.8320

Remit To:

Dept #1729

Medical Specialties Distr, LLC

PO Box 11407

Birmingham, AL 35246-1729

INVOICE

Invoice Number	
2673690	
Invoice Date	Page
4/17/2013	1 of 2
ORDER NUMBER	
2182370	

Bill To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

Ship To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

Customer ID	Customer License	PO Number	Terms	Due Date
104693	BC7751399	041613TH	Net 30	5/17/2013
Order Date	Pick Ticket No	Primary Salesrep Name	Taker	
4/16/2013	2639946	Tom Hrabak	ESTORE	
Quantities		UOM	Item ID	Pricing
Ordered	Shipped	Remaining	Unit Size	Unit Price
		Unit Size	Item Description	Extended Price

Delivery Instructions: See MARCUS For Ship Made ***SHIP CASE QUANTITIES ONLY*** NO SPLIT SHIPMENTS
Only To Ship From GA II

Carrier: UPS Ground

Tracking # 1Z0996480315788665

Carrier: UPS Ground

Tracking # 1Z0996480315788656

Carrier: UPS Ground

Tracking # 1Z0996480315788647

5	5	0 CS50	BMPB3302	CS50	62.5000	312.50
		1.0 N	SM-BR 7IN EXT SET MICROCLAVE CLAMP	1.0000		
			50/CS, CS			
18	18	0 CS100	BMPB3300	CS100	75.0000	1,350.00
		1.0 N	MICROCLAVE CONNECTOR	1.0000		
			100/CS CS			

For a copy of the Pedigree Documentation for Items on this invoice email your request to: MSDPedigree@msdistributors.com

Total Invoice Lines: 2

SUB-TOTAL: 1,662.50

TAX: 0.00

AMOUNT DUE: 1,662.50

1.000000

ORIGINAL

***** Due 5/17/2013 *****



Medical Specialties Distributors, LLC.

800 Technology Center Drive

Stoughton, MA 02072

Phone: 800.967.8400 Fax: 781.344.8320

Remit To:

Dept #1729

Medical Specialties Distr, LLC

PO Box 11407

Birmingham, AL 35246-1729

INVOICE

Invoice Number	
2671489	
Invoice Date	Page
4/16/2013	1 of 2
ORDER NUMBER	
2182370	

Bill To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

Ship To:

CQI PHARMACY SERVICES

104 CORPORATE BLVD. STE#406

WEST COLUMBIA, SC 29169

Customer ID	Customer License	PO Number	Terms	Due Date
104693	BC7751399	041613TH	Net 30	5/16/2013
Order Date	Pick Ticket No	Primary Salesrep Name	Taker	
4/16/2013	2638195	Tom Hrabak	ESTORE	
Quantities			UDM	Item ID
Ordered	Shipped	Remaining	Unit Size	Item Description
			Unit Price	Extended Price

Delivery Instructions: See MARCUS For Ship Mode ***SHIP CASE QUANTITIES ONLY *** NO SPLIT SHIPMENTS
Only To Ship From GA II

Carrier: UPS Ground

Tracking # 123878900306000725

Carrier: UPS Ground

Tracking # 123878900306000716

20	1	1 CS100	B	BMPB3300	CS100	75.0000	75.00
		1.0 N		MICROCLAVE CONNECTOR	1.0000		
		100/CS	CS				
39	14	0 CS100	C	C1000	CS100	75.0000	1,050.00
		100.0 N		CONNECTOR-CLAVE MALE LL	100.00		
		100/CS	CS				

For a copy of the Pedigree Documentation for items on this invoice email your request to: MSDPedigree@msdistributors.com

Total Invoice Lines: 2

SUB-TOTAL: 1,125.00

TAX: 0.00

AMOUNT DUE: 1,125.00

1.000000

ORIGINAL

***** Due 5/16/2013 *****

PLAINTIFF'S
EXHIBIT
6
4-19-2016



CQI ONCOLOGY INFUSION SVS
104 CORPORATE BLVD STE 406
S/L 6349

WEST COLUMBIA SC 29169-4600



CQI ONCOLOGY INFUSION SVS
104 CORPORATE BLVD STE 406
S/L 6349

WEST COLUMBIA SC 29169-4600 US

CONTACT:
PHONE NBR:

FILE

CUSTOMER SERVICE PHONE: 877 BRACCO9 (877-272-2269)
CUSTOMER SERVICE FAX: 866-272-1619

PLEASE REMIT TO:

PO Box 532411

CHARLOTTE NC 28290-2411

FREIGHT TERMS

PREPAID

SON 1261513-01-1

CUSTOMER PURCHASE ORDER NO.
041213RJ

TERMS
2X 20 NET 30

SHIP CUSTOMER NO.
20018200012

SOLD CUSTOMER NO.
20018200012

ENTERED BY
TXJACKSO

FOR SHIP POINT

PAGE
1

INVOICE DATE
04/12/13

PRODUCT CODE
141125

LOT NUMBER/EXP. DATE
2J14052

NDC

ISQUE-H 200 1X10X20ML VL
EXP DT: 10/31/2015 LOT QTY:
00270141125

MERCHANDISE TOTAL

PKG. SIZE
BX

QTY. ORDERED
2

QTY. SHIPPED
2

UNIT PRICE
168.78

EXTENSION
337.56

\$337.56

163

TOT. SHIPPED WEIGHT/QTY:
FREIGHT CHARGE ASSESSED

2.90

2

TOTAL

FILED-CLERK'S OFFICE
ANDERSON SC
2013 MAY 31 AM 9:09
COMMON PLEAS AND
GENERAL SESSIONS
\$337.56

**WINTER SHIPPING EFFECTIVE NOVEMBER 15TH THROUGH MARCH 31ST

DISTRIBUTION CENTER ADDRESS

IPS SCB
1910 DANIELSON PLACE
MEMPHIS

TN 38114

PLEASE SEE THE BACK OF THIS INVOICE FOR IMPORTANT INFORMATION
CONCERNING YOUR OBLIGATION TO REPORT DISCOUNTS.

INVOICE

CQI PHARMACY SERVICES, LLC

104 Corporate Blvd.
Suite 406
West Columbia, SC
29169
(803)936-0588

April 15, 2013
Robert O. Little
110 Alpen Rd.
Easley, SC
29642

62 to CQI
5/3/13



Dear Max,

On the advice of my attorney, I am forwarding documents which will effectively terminate our business relationship. Also on her advice, I have removed your name as a co-signer on the CQI Pharmacy Services, LLC checking account. As a result, you may no longer write checks out of that checkbook. Please return the checkbook to me immediately via Federal Express. In return, I will forward the checkbook for CQI Oncology Infusion Services, LLC to you.

I did not undertake these actions lightly or without due thought and serious consideration. As you know, I have felt for quite some time that some kind of change is necessary, and the timing now seems opportune to make that change.

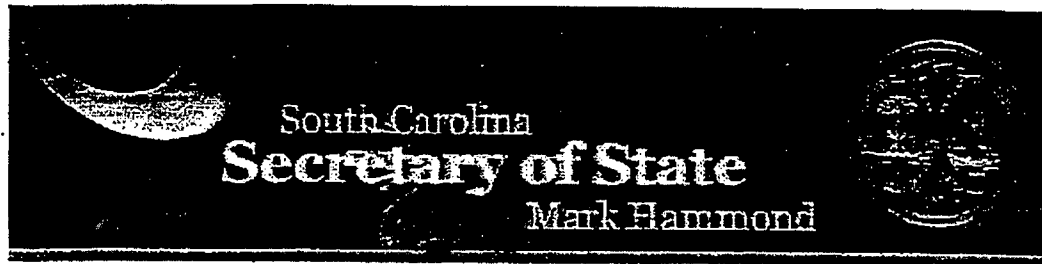
Please read these documents thoroughly and attentively. They contain very important information to which you will need to respond.

Sincerely,

Robin Johnson

Robin L. Johnson

FILED-CLERK'S OFFICE
ANDERSON SC
2013 MAY 31 AM 9:19
COMMON PLEAS AND
GENERAL SESSIONS

**CQI ONCOLOGY/INFUSION SERVICES, LLC**

Note: This online database was last updated on 10/29/2013 6:01:55 PM.
See our Disclaimer.



DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	ROBERT O LITTLE JR
ADDRESS:	237 W. CHURCH RD
CITY:	EASLEY
STATE:	SC
ZIP:	29642
SECOND ADDRESS:	

FILE DATE:	01/05/1999
EFFECTIVE DATE:	01/05/1999
DISSOLVED DATE:	//

FILED-CLERK'S OFFICE
ANDERSON SC
2016 MAY 31 AM 9:19
COMMON PLEAS AND
GENERAL SESSIONS

Corporation History Records

CODE	FILE DATE	COMMENT	Document
LLC Annual Report	04/16/2004	LLC ANNUAL REPORT-2004	
LLC Annual Report	04/04/2003	LLC ANNUAL REPORT-2003	Image
Agent	02/14/2002	CH AGT/ADD FR-WILLIAM G HARDEE & CH DES OFF ADD	Image
Domestic LLC	01/05/1999	DOMESTIC LIMITED LIABILITY (AT WILL)	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

CQI ONCOLOGY/INFUSION SERVICES, LLC

The undersigned being all of the members of CQI Oncology/Infusion Services, LLC, do waive any and all requirements of notice and enact the following Corporate Resolution:

Resolution:

BE IT RESOLVED

The limited liability corporations are authorized and directed to sell certain assets of CQI Oncology/Infusion Services, LLC to CQI Pharmacy Services, LLC, a South Carolina limited liability company.

Robert Little is authorized to sign all transactional documents to effectuate the referenced sale.

Natalie Quinn
Laura McLaughlin

CQI Oncology/Infusion Services, LLC

Robert Little
By: Robert Little
Its: Member



FILED-CLERK'S OFFICE
ANDERSON SC

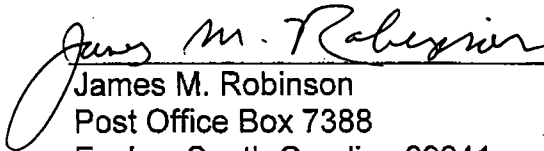
2016 MAY 31 AM 9:19

COMMON PLEAS AND
GENERAL SESSIONS

Certificate of Counsel

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

March 8, 2017



James M. Robinson
Post Office Box 7388
Easley, South Carolina 29641
(864) 859-7501
Attorney for Appellants

RECEIVED

APR 05 2017

SC Court of Appeals