

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Appellate Case No. 2018-001264

Common Pleas Case No. 2008-CP-23-3665

RECEIVED

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SC Court of Appeals

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

v.

Capital Investment Funding, LLC, and Arthur M. Field, Defendants, of Whom Capital
Investment Funding, LLC, by and through its Receiver, Jerry T. Saad, is Respondent, and Arthur
M. Field is the. Appellant.

RETURN TO APPELLANT'S PETITION FOR WRIT OF SUPERSEDEAS

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by and through its Receiver, Jerry T. Saad

July 18, 2018

The Respondents in this matter, William F. Tomz and Francis W. Tomz, Individually and as Class Representatives, and Capital Investment Funding, LLC, by and through its Receiver, Jerry T. Saad, hereby file their Return to the Appellant Arthur M. Field's Petition for Writ of Supersedeas, which was filed on or about July 16, 2018 in the South Carolina Court of Appeals.

The Respondents oppose the relief which is requested by the Appellant, Arthur M. Field, in this matter. Specifically, the Respondents oppose the request that the Court of Appeals direct the Greenville County Circuit Court, The Honorable Edward W. Miller, to stay any execution of the Criminal Contempt Order filed in this matter on July 2, 2018, or any other penalty or sanction until after the Court of Appeals has issued Judgment on the appeal. The Respondents object to the request that the Court of Appeals specifically direct that The Honorable Edward W. Miller refrain from issuing any further Order for Appellant's arrest or other sanction. The Respondents also specifically object to the request by the Appellant Field and his counsel that the Court of Appeals order that an Appeal Bond be set for Appellant Field.

ARGUMENTS

The Appellant Arthur M. Field, during a hearing before The Honorable Edward W. Miller on November 27, 2017 in Greenville County, presented sworn testimony which was intentionally false and was properly found to be perjury. A Criminal Contempt Order was issued by Judge Miller on July 2, 2018.

As will be addressed in this Memorandum, the voluntary testimony of Arthur M. Field at the hearing on November 27, 2017 was false testimony which pertained to a fraudulent scheme by Appellant Arthur M. Field to obtain homeowner's insurance proceeds for a hail damage claim that, pursuant to the terms of the Global Settlement Agreement executed on February 24, 2017, which has been finally approved by the trial Court and the South Carolina Court of Appeals, were insurance proceeds required to be paid to the Receiver.

At the time of the November 27, 2017 hearing, which involved Court approval of the Mediated Settlement Agreement, the disputed insurance funds were being held in an escrow

account for the attorneys representing Allyson Field, who is Arthur Field's daughter. The Global Settlement Agreement explicitly stated that all insurance proceeds were to be paid to Capital Investment Funding, LLC.

Judge Miller's Order of December 1, 2017, which involved the above referenced hearing, contains the following language:

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

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

See Order of The Honorable Edward W. Miller dated December 1, 2017, which is attached as Exhibit 1 to this Memorandum, and Transcript of Hearing (testimony of Arthur M. Field) from November 27, 2017 hearing.

Subsequently on December 7, 2017, the matter was again before The Honorable Edward W. Miller, and on December 21, 2017, Judge Miller issued an Order which contained the following rulings pertaining to the insurance matter.

Insurance Claim Documentation for Thornblade Property

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

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

See Exhibit 2 to this Response, Order of Judge Miller entered December 21, 2017.

Subsequently, the Defendant Arthur M. Field attempted to file a *Pro se* appeal from Judge Miller’s Order dated December 21, 2017.

The Respondents in this matter moved to dismiss that Appeal and on April 5, 2018, The Honorable Paul E. Short, Jr., for the South Carolina Court of Appeals, issued an Order dismissing the Appeal. That Order, which is attached as Exhibit 3 to this Return, states:

ORDER

“After careful consideration, the Motion to Dismiss is granted.”

See SC Code Ann. § 14-3-330 (2017); *Mid-State Distributions, Inc. v. Century Importers, Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993) (holding that any judgment or decree, leaving some further act to be done by the court is interlocutory; but if it so completely fixes the rights of the parties that the court has nothing further to do in the action then it is final); *Hooper v. Rockwell*, 334 S.C. 281, 513 S.E.2d 358 (1999) (holding an appeal will not be entertained from an Order issued with the consent of the parties). The remittitur will be sent as required by Rule 221 (b) SCACR.

Following the December 21, 2017 Order, The Honorable Edward Miller scheduled and noticed a hearing to be held the first week in January of 2018, a week during which the legislature was not in session, to address the issues pertaining to the sworn testimony of Arthur Field, which is referred to in the Orders of December 1, 2017 and December 21, 2017. The Honorable Edward W. Miller issued notice to all counsel involved and the hearing was set for a Monday and the parties prepared for the hearing.

Late Friday afternoon before the scheduled hearing on Monday, attorney Micajah Caskey sent a letter to The Honorable Edward W. Miller in which he asserted that he had legislative

immunity under an Administrative Order which had previously been issued by The Honorable Donald Wayne Beatty, Chief Justice of the South Carolina Supreme Court.

Although the legislature was not in session on the Monday that the hearing Judge Miller had scheduled, Judge Miller allowed attorney Caskey the legislative immunity that he requested and advised that the hearing would be scheduled at another time.

In accordance with the dates which The Honorable Donald Wayne Beatty had set in his Administrative Order, The Honorable Edward W. Miller reset the hearing to inquire into the sworn testimony of Appellant Arthur M. Field on July 2, 2018, which was the first date upon which attorney Micajah Caskey was not able to assert legislative immunity. Attorney Caskey confirmed, by e-mail dated May 18, 2018, that he had no conflict with the July 2, 2018 hearing.

The Honorable Edward W. Miller wrote attorney Caskey about the July 2, 2018 date and attorney Caskey confirmed in writing that he had no conflict with that date.

On July 2, 2018, attorney Caskey appeared before Judge Miller, but Mr. Arthur M. Field did not make an appearance before the Court. Attorney Caskey was questioned on the record as to where Mr. Field was on the date of the hearing and attorney Caskey advised the Court that he did not know.

In point of fact, Respondents now having been advised that on June 14, 2018 Appellant met with Probation, Pardons and Paroles and obtained permission to be outside the jurisdiction of South Carolina from June 26, 2018 through July 4, 2018 for the purpose of conducting his disc jockey business in Charlottesville, Virginia and Asheville, North Carolina.

At the hearing on July 2, 2018, evidence was presented from State Farm Insurance Company representative, Gina Tate, and a number of exhibits were introduced before the Court with regard to the fraudulent scheme that Arthur Field had employed in order to prevent the

Receiver, Jerry Saad, from receiving the insurance proceeds for the hail damage claim to which the Receiver was entitled.

Among other testimony, the representative from the State Farm Agency in Greer, South Carolina, Marty Joiner, testified that after hail damage had been sustained on Mr. Field's residence, he contacted State Farm and requested that Capital Investment Funding, LLC, be removed as an additional insured from the insurance policy and that the proceeds for the hail damage claim be sent to Mr. Field, his wife and his daughter, who were insureds on the policy.

A copy of the multiple exhibits received from State Farm Insurance Company as a result of a Subpoena issued by the Respondents in this matter were introduced into evidence and those exhibits are attached as "Exhibit 4" to this Memorandum.

Additionally, Nick Francina, a real estate agent and inspector who had been retained by the Receiver, Jerry Saad, in this matter testified at the July 2, 2018 hearing Mr. Francina testified that when he inspected the Thornblade property on May 11, 2018, he noticed the damages that had been caused to the residence which was the result of the hailstorm damage in March of 2018. He also testified that he asked Appellant Arthur Field whether an insurance claim had been filed and Appellant Arthur Field refused to answer the question.

Subsequently, the Receiver inquired of State Farm the status of any claim for insurance proceeds as a result of the hail damage which had occurred at the Thornblade property in March of 2018 and learned that Capital Investment Funding, LLC had been deleted as an additional insured at the request of Appellant Arthur M. Field.

At the July 2, 2018 hearing, State Farm representative Gina Tate testified that, on or about November 28, 2017, the day after the November 28, 2017 hearing, the Appellant Arthur M. Field approached her and asked her to write a letter to the effect that Capital Investment Funding, LLC had been removed as an additional insured on the homeowner's policy for the Thornblade property

because of an omission by State Farm. The agent testified, in essence, that she would not issue such a letter and that Appellant Arthur M. Field told her that he would probably go to jail if she did not. The agent testified, under oath, that she refused to write the letter using the language that Arthur Field requested because it was not truthful.

At the conclusion of the hearing The Honorable Edward W. Miller issued an Order which found Arthur M. Field to be in criminal contempt of Court.

That Order is attached as "Exhibit 5" to this Return.

In his Order dated July 2, 2018, The Honorable Edward W. Miller found Appellant Arthur M. Field to be in criminal contempt of Court. The Order of Judge Miller contains the following language:

"On November 27, 2017, a hearing was held and Field made representations to this Court, under oath, regarding the underlying facts of this litigation. The November 27th hearing was adjourned and the matter continued until Field's representations could be verified. Another hearing was held on July 2, 2018 in which counsel for the Receiver presented testimonial and documentary evidence. Field failed to appear but was represented by counsel.

After hearing the evidence presented and comparing it to Field's remarks at the November 27th hearing, the Court finds that Field lied to the court and his conduct was 'calculated to obstruct, degrade, and undermine the administration of Justice.' *Brandt v. Gooding*, 368 S.C. 618, 628 630 S.E.2d 259, 264 (2006). Therefore, this Court holds that Field is in Direct Criminal Contempt of this Court.

This Court orders Field either be imprisoned in the South Carolina Department of Corrections for a period of six months or pay a fine of \$1 Million dollars made payable to the Receiver in this case, Jerry Saad, and the source of the funds must be traceable and verifiable to the satisfaction of this Court. Field must turn himself in to the Greenville County Detention Center at noon on July 3, 2018 to await transport to the South Carolina Department of Corrections, if he has not already paid the fine and provide the required source of those funds. Additionally, if Field fails to comply with this order a bench warrant will be issued for his arrest.

IT IS SO ORDERED."

At the hearing, as will be seen by the transcript of the July 2, 2018 hearing, which has been ordered by Appellant Field from the Court Reporter, the Court received a Motion from Appellant

Arthur M. Field's attorney, Micajah Caskey for the setting of an Appeal Bond. The Court issued a ruling from the bench that he considered Arthur M. Field, who was not present at the hearing, to be a flight risk and the Court refused to set an Appeal Bond.

On Tuesday, July 3, 2018, at 2:22:20 PM, Counsel for the Respondents received a copy of an email that attorney Caskey, Counsel for the Appellant Field, sent to Judge Miller which notified the Judge that the Appellant presented himself to Corporal Hall at the Greenville Detention Center before noon. (Judge Miller's Criminal Contempt Order required the Appellant to "turn himself in to the Greenville County Detention Center at noon on July 3, 2018, to await transport to the South Carolina Department of Corrections.") The email from the Counsel for the Appellant asked for further instructions.

We are informed that Judge Miller promptly contacted Corporal Hall and instructed her to direct the Appellant to immediately report to the proper authorities at the Greenville Detention Center for incarceration as ordered.

The Appellant did not report to the proper authorities at the Greenville Detention Center for incarceration as ordered.

On Thursday, July 5, 2018, at approximately 9:41 a.m., Agent Christopher Webb, Appellant's Probation Officer with the South Carolina Department of Parole, Probation and Pardon Services ("PPP") informed Respondent, the Receiver Jerry T. Saad, that he (Agent Webb) spoke with the Appellant that morning and advised him that because Appellant had not reported for incarceration as ordered, if he did not come to Agent Webb's Office, a bench warrant would be issued. Agent Webb inquired as to whether he should arrange for a Greenville County Deputy Sheriff to be at his office to apprehend the Appellant Field. Agent Webb was referred to the proper authorities at the Greenville Detention Center. Several hours later, Agent Webb informed the Receiver and the Court via email sent at 1:26 pm that Appellant reported to the Probation Office,

where he was detained and then transported to the Law Enforcement Center and booked on the criminal contempt order.

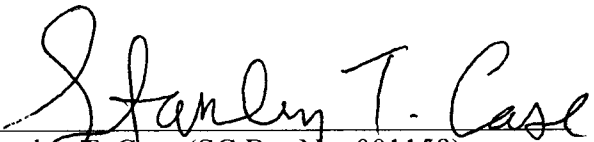
The Respondents are informed that The Honorable Edward W. Miller is in the process of scheduling a hearing on a Motion for Appeal Bond and has contacted attorney Micajah Caskey to schedule said hearing. Respondents respectfully request that this Court stay any action on the Petition for Writ of Supersedeas until a hearing has been scheduled and held before Judge Miller and an Order issued regarding the Appeal Bond requested by Mr. Caskey on behalf of his client, Arthur M. Field.

The Respondents assert that Field's intentional disobedience to the Order of the Court that he appear at noon on July 3, 2018 to turn himself in to the Greenville County Detention Center demonstrates that he is a flight risk and that no Appeal Bond should be approved.

The Respondents would also request that the Court of Appeals refuse to issue any ruling on the request for an Appeal Bond until the transcript from the July 2, 2018 hearing and all pertinent records are made available to the Court. The Respondents would request that the Court of Appeals take judicial notice of any office documents of "PPP" with regard to the whereabouts of Arthur M. Field on July 2, 2018 and that it take judicial notice of all correspondence of Arthur M. Field or his counsel to Probation, Pardon and Parole for a reasonable period of time prior to July 2, 2018 until Appellant Arthur M. Field was finally incarcerated on the afternoon of July 5, 2018.

For the foregoing reasons, the Respondents would respectfully request that the Court of Appeals deny all of the relief requested by Appellant Arthur M. Field in connection with his Petition for Writ of Supersedeas.

Respectfully submitted,



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Jerry T. Saad

July 18, 2018

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

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

ORDER

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

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

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

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

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

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

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

Allyson Field
Luke Burke, Esq.

Kathryn Taillon
Jeffrey P. Dunlaevy, Esq.

Regarding the Motion To Approve GSA

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

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

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

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

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

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

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

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

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

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

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

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

Regarding Plaintiffs' Motion To Comply-Field (Restitution)

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

Regarding Plaintiffs' Motion To Comply-Field (Insurance)

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

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

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

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

Regarding Plaintiffs' Motion to Compel Kirsten White

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

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

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

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

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

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

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

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

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

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

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



Greenville Common Pleas

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

So Ordered

s/ Edward W. Miller

1 STATE OF SOUTH CAROLINA
2 IN THE CIRCUIT COURT
3 COUNTY OF GREENVILLE

4 Willaims F. Tomz,
5 Plaintiff,

6 vs.

EXCERPT OF RECORD
2008-CP-23-3665

7 Capital Investment Funding, LLC,
8 Defendant.

9
10
11 November 27, 2017
12 Greenville South Carolina
Sworn Testimony of Arthur Field

13 B E F O R E:

14 The Honorable EDWARD W. MILLER
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1 MR. CASKEY: Your Honor, as I understand
2 it, the sequence of events was that the storm
3 event occurred. The insurance company sent out a
4 roofing expert to the home of their own volition.

5 When he inspected the home, he said that
6 they needed to make a claim -- that the Plaintiff
7 needed to make a claim -- Your Honor, maybe if I
8 just have Dr. Field testify directly.

9 THE COURT: If he wants to.

10 MR. CASKEY: As to this issue.

11 THE COURT: Mr. Field, raise your right
12 hand. Do you swear to tell the truth?

13 MR. FIELD: Yes, Your Honor, I do.

14 THE COURT: Okay, go ahead. State your
15 name.

16 MR. FIELD: Arthur Field, sir.

17 THE COURT: All right. What is it you
18 want to tell me?

19 MR. FIELD: Mr. Pillsbury called me and
20 said there's been a hailstorm. I wasn't there. I
21 said we will look into it.

22 THE COURT: What date was that?

23 MR. FIELD: Immediately after the
24 hailstorm, Your Honor.

25 THE COURT: Okay.

1 MR. FIELD: The Plaintiffs sent a roofing
2 expert and Mr. Francina to the property. We had
3 not made a claim because we didn't know how to
4 make a claim.

5 The roofing expert said you should make a
6 claim. We made -- forgive me. I have a mouth
7 problem, Your Honor, with my lips.

8 The roofing inspector said to -- we
9 called the insurance and we called a roofer, whose
10 name was Seth Parks. He worked with the building
11 adjuster, and the adjuster went through. It took
12 weeks for them to do this.

13 As soon as -- we had immediately put
14 Capital Investment Funding as an additional
15 insured on the policy. Somehow, when it renewed,
16 it wasn't there.

17 When the check was issued, I said to the
18 adjuster it needs to be cut to Capital Investment
19 Funding. We tried to stop the check. They would
20 not stop the check. They issued the check to
21 Alison Field who deposited it. It was issued in
22 May 17th. The bank cleared the check and the
23 proceeds were turned over to Mr. Bannister.

24 At all times, we had stood ready to give
25 them the money and to subrogate the balance of the

1 claim.

2 The only damage that has occurred is an
3 aggravation from the leak that was there. The
4 walls have been -- and the pictures I gave
5 Mr. Saad in November, 2016 have shown all this
6 damage.

7 The gentleman who built the house --

8 THE COURT: Wait a minute. You said you
9 submitted pictures to who?

10 MR. FIELD: Mr. Saad in November, 2016.

11 And when they first came to inspect the
12 house in March, we had pictures of all the damage,
13 showing all the damage that existed in the house
14 because the settlement agreement said the house
15 was accepted "as is."

16 In the interim, the air-conditioning
17 system broke, which they were responsible for but
18 we put in \$4,000 of a new air-conditioning system.

19 Your Honor, we've always tried to get
20 this roof fixed, because the balance of the claim
21 has to be made once the roof is finally done by
22 whomever they chose. So we've tried to get this
23 roof fixed.

24 And we gave them -- Mr. Bannister the
25 money as soon as the money cleared, Your Honor.

1 It's not like we're not trying to get it done.

2 THE COURT: It took two months for the
3 check to clear?

4 MR. FIELD: No. It took 12 -- I got the
5 bank statement. It took 14 days.

6 THE COURT: Well, I'm a little confused
7 because I thought I heard -- I was informed that
8 Bannister got a check July 14th.

9 MR. FIELD: No. That was a typo in their
10 letter. They got it in June. They've had it. As
11 soon as the check cleared, Alison went to the
12 bank, got a cashier's check, and gave to
13 Mr. Bannister's office. It's been there ever
14 since with instructions to deliver it to them.

15 We haven't -- we had just given to our
16 lawyers. The same with Mr. Rutherford. We begged
17 to get this done. It's in my interest to get it
18 done, Judge.

19 MR. BRANDT: I would only point out,
20 Your Honor, that until October 30th, \$415 of it
21 didn't get there. So it wasn't a check taken and
22 deposited and then delivered. All of it wasn't
23 delivered.

24 It clearly states in this agreement that
25 the property shall have such policies in the name

1 of CIF as a named insured and shall immediately
2 deliver to CIF a certificate and shall have all
3 proceeds of such policies and renewal to and be
4 paid directly to CIF. Now, this is a side bar,

5 THE COURT: Let me just ask you this.

6 MR. CASKEY: Yes, sir.

7 THE COURT: Your client just stated that
8 CIF was on the policy, and that, when it was
9 renewed, somehow they didn't get placed on the
10 policy.

11 So I'm going to request or I'm going to
12 order that you all contact this insurance company
13 and show that what he just told me is true and
14 correct.

15 It's very difficult, Mr. Caskey, to nail
16 down your client and what he says. But that was a
17 clear statement he made under oath, and I would
18 like -- I want to find out if it's true, because
19 he is now blaming the insurance company for not
20 including CIF on the renewal of the policy.

21 MR. FIELD: If I may, Your Honor?

22 THE COURT: Well, let me just tell you
23 Mr. Field, you're under oath.

24 MR. FIELD: I know.

25 THE COURT: Mr. Field, I'm not through

1 speaking. You're under oath. And if I find out
2 that you're misrepresenting facts to me, I will
3 take appropriate sanctions, and I will not be
4 light.

5 So speak to your attorney before you get
6 up and talk.

7 MR. CASKEY: Your Honor, Dr. Field is
8 going to take my advice and discontinue his
9 comments to the Court today. We will be happy to
10 comply with that instruction, Your Honor. That
11 being that we get the documentation from the
12 insurance company regarding the distribution of
13 proceeds, and --

14 THE COURT: Well, no, no, no. When CIF
15 was placed on the policy. And I -- because he
16 clearly stated that CIF was listed on the policy
17 and, when it was renewed, somehow they were not.

18 MR. CASKEY: And, Your Honor, if I may.
19 I have a copy of the declarations page which it is
20 noted here that it was amended March 14th of 2017
21 in which it identifies CIF as the mortgagee.

22 The named insureds here, which is, I
23 think, the problem in the distribution are
24 Arthur Field, Katie Talon, and -- it just says
25 Kate here. Okay, excuse me. Field, comma,

1 Arthur, and Alison and Talon, comma, Kate.

2 So I think, unless I misunderstood
3 Dr. Field's comments, the issue here was that CIF
4 was not named as an additional insured, even
5 though they were listed on the policy as the
6 mortgagee.

7 Nonetheless, Your Honor, we'll clear this
8 up.

9 THE COURT: Well, no. It's a moving
10 target. It's always a moving target.

11 MR. CASKEY: We're happy to get this
12 cleared up with the insurance company, Your Honor.

13 THE COURT: All right, great.

14 Mr. Pillsbury, I told you I would give
15 you chance to response to that. What is it that
16 you want to say?

17 MR. PILLSBURY: Your Honor, the first thing
18 is, he started with that I called him and left him a
19 message.

20 THE COURT: This would have been right
21 after the hailstorm in March.

22 MR. PILLSBURY: I do not talk to
23 Mr. Field on the phone for these very reasons.
24 Ever since there were some accusations made by
25 Miss Talon's counsel, I had discontinued any --

1 THE COURT: Direct communication.

2 MR. PILLSBURY: -- non-written communication.

3 THE COURT: Okay.

4 MR. PILLSBURY: So I never would have
5 called. Never would have left a message.

6 The issue that -- on March 14th --

7 THE COURT: Well, did you instruct an
8 inspector to go out there?

9 MR. PILLSBURY: There was -- as a result
10 of the March hearing, we were trying to get
11 something coordinated, and Mr. Saad was involved
12 in the trying to get those details arranged, but I
13 just need to touch on a little bit of the
14 background.

15 THE COURT: Wait. Did you send a roof
16 inspector out there as a result of the hail
17 damage?

18 MR. PILLSBURY: No.

19 THE COURT: Thank you. Okay. Go ahead.
20 What else do you want to tell me?

21 MR. PILLSBURY: On March 14th, 2017 at
22 10:38 a.m., I received the following email from
23 Mr. Field. "Please be advised that Capital
24 Investment Funding, LLC care of J. Saad has been
25 named as an additional insured on Alison Field's

1 homeowners policy with the policy number at
2 State Farm per the March 14, 2017 agreement.

3 That was his notification to us that CIF
4 had been listed as an additional insured.

5 What happened is in -- we eventually got
6 our home inspector to go out there who noted there
7 were problems with the roof and there may be a
8 potential hail damage claim.

9 At that point, we began to follow up
10 with, has the claim been filed, or what's the
11 status?

12 And on June the 2nd, I sent an email to
13 Mr. Field requesting the confirmation that CIF had
14 been listed as an additional insured.

15 We found out in records. We received
16 later from the State Farm agent that a claim had
17 been made by Mr. Field and Alison and that a check
18 had been written in May, and that check had been
19 deposited in a personal account.

20 And it wasn't until, I believe, about a
21 month later that a check for 17,000, even, was
22 written from Mr. Field to Mr. --

23 THE COURT. Bannister.

24 MR. PILLSBURY: -- Bannister's account.

25 THE COURT: Was that out of Mr. Field's

1 account?

2 MR. PILLSBURY: We believe. Is that --
3 yes. Oh, we have the check, Your Honor.

4 THE COURT: A cashier's check?

5 MR. BRANDT: The check is date June 12th,
6 2017 made payable to Mr. Bannister's trust
7 account.

8 THE COURT: June 12th.

9 MR. BRANDT: June 12th. That's the date
10 on the check.

11 THE COURT: I thought I just heard that
12 Bannister received it July 14th.

13 MR. BRANDT: I have a letter from
14 Mr. Bannister that states the check was dated
15 June 12th, but was not deposited in our trust
16 account until July 14, 2017 as we determine the
17 best course of action during that time. That's
18 his letter of September 6, 2017, to you,
19 Your Honor.

20 THE COURT: Yeah, okay.

21 MR. CASKEY: Your Honor, I certainly can
22 feel the Court's frustration on this matter, and
23 this issue in particular. And as much as we can
24 discuss, we're happy to, the events in the first
25 half of 2017.

1 Since our hearing on September 5th, or at
2 any time, the Plaintiffs have not made a request
3 to Mr. Bannister for these funds. And I think
4 that ultimately is the question that this issue
5 goes to, is whether or not, Arthur Field,
6 Kate Talon, and Kirstin White -- excuse me,
7 Alison, have tried to subvert the Court's order.
8 I don't think the records shows that. I think the
9 record shows the plaintiffs haven't asked for that
10 money Mr. Bannister's trust account.

11 THE COURT: Does your client have any
12 contact with Kirstin White? Do you know,
13 Mr. Caskey?

14 MR. CASKEY: Not regularly, Your Honor,
15 but Mr. Field tells me that, at Mr. Saad's
16 request, Mr. Field sent Miss White a text message
17 asking her to be in this hearing today -- I
18 apologize. My fault.

19 To contact Jerry Saad. But other than
20 that, no contact, Your Honor.

21 MR. BRANDT: If it please the Court, Your
22 Honor, Mr. Field is under oath, I would at least
23 like him to state for the record what his
24 communications have been with Miss White, if we
25 could, and particularly regarding this hearing.

1 THE COURT: Yeah. Just limit it to that.
2 Let him tell us.

3 MR. FIELD: As best I can recall,
4 Your Honor, I spoke with her once in the last
5 month about personal matters. I don't give her
6 any advice. I don't tell her about the hearings.
7 I left her a text saying there was a hearing, and
8 that's all. She and I don't communicate
9 anymore.

10 MR. BRANDT: I would like what date was
11 the text sent, and what was the substance of the
12 text? I mean, if it was, there is a hearing on
13 that date. We certainly notified her. We
14 attempted to call her. I think that's an
15 important component.

16 MR. FIELD: It was, there's a hearing.

17 THE COURT: When was it?

18 MR. FIELD: I actually sent her a text
19 yesterday saying, hearing tomorrow.

20 THE COURT: Any reply?

21 MR. FIELD: No. And I tried to call her
22 phone and it goes to voice mail and that's it.

23 (End of excerpt.)

24

25

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

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

ORDER

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

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

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

Insurance Claim Documentation for Thornblade Property

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

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

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

Contempt of Court for Kirsten White

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

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

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

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

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

Miscellaneous Items:

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

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

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

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

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

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

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

BUTLER, MEANS, EVINS & BROWN, PA

/s/ Stanley T. Case

Stanley T. Case

SC Bar No. 001158

P.O. Drawer 451

Spartanburg, SC 29304

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HENDERSON, BRANDT & VIETH, PA.

/s/ George Brandt, III

George Brandt, III

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360 E. Henry St., Suite 101

Spartanburg, SC 29302

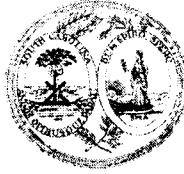
Office: 864-583-5144

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gbrandt@hbvlaw.com

Attorney for Plaintiffs

December _____, 2017
Greenville, South Carolina



Greenville Common Pleas

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

So Ordered

s/ Edward W. Miller

The South Carolina Court of Appeals

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

v.

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

Of which Capital Investment Funding, LLC, is a
Respondent,

And of whom Arthur M. Field is the Appellant.

Appellate Case No. 2018-000219

ORDER

After careful consideration, the motion to dismiss is granted. *See* S.C. Code Ann. § 14-3-330 (2017); *Mid-State Distributors, Inc. v. Century Importers, Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993) (holding that any judgment or decree, leaving some further act to be done by the court is interlocutory; but if it so completely fixes the rights of the parties that the court has nothing further to do in the action, then it is final); *Hooper v. Rockwell*, 334 S.C. 281, 513 S.E.2d 358 (1999) (holding an appeal will not be entertained from an order issued with the consent of the parties). The remittitur will be sent as required by Rule 221(b), SCACR.



FOR THE COURT

Columbia, South Carolina

FILED
April 5, 2018

cc:

Rodney F. Pillsbury, Esquire

George Brandt, III, Esquire

Micajah Pickett Caskey, IV, Esquire

Bradford Neal Martin, Esquire

Stanley T. Case, Esquire

Gene McCain Connell, Jr., Esquire

Exhibit 4

Return To The Petition For Writ of Supersedeas

The Documents following this cover page are the Exhibits that were presented to the Court at the July 2, 2018 Hearing.

The Exhibits are identified with the same exhibit numbers as referenced in the Hearing.

EXHIBITS

Exhibit 1, Global Settlement Agreement

Exhibit 2, Supplemental Documents Produced By State Farm – Copy of Pages 22 & 23

- *Timeline of Events*

Exhibit 3, Supplemental Documents Produced By State Farm – Copy of Page 19

- *State Farm Record "Update Follow Up" dated 3-14-17*

Exhibit 4, Supplemental Documents Produced By State Farm – Copy of Page 18

- *State Farm Record "Update Note" dated 3-22-17*

Exhibit 5, Supplemental Documents Produced By State Farm – Copy of Page 16

- *State Farm Record "Update Follow Up" dated 4-11-17*

Exhibit 6, Supplemental Documents Produced By State Farm – Copy of Page 14

- *State Farm Record "Update Follow Up" dated 5-11-17*

Exhibit 7, Supplemental Documents Produced By State Farm – Copy of Pages 7, 8, 9, 10, 11 & 12

- *State Farm Record "Update Follow Up" 6 pages / multiple dates*

Exhibit 8, Supplemental Documents Produced By State Farm – Copy of Page 3

- *State Farm Record "Update Note" dated 11-28-17*

Exhibit 9, Supplemental Documents Produced By State Farm – Copy of Page 21

- *State Farm Record "Letter To Arthur Field" dated 11-28-17*

Exhibit 10, Supplemental Documents Produced By State Farm – Copy of Page 109 (DVD)

- *State Farm Record "Declaration Page" dated 3-14-17*

Exhibit 11, Supplemental Documents Produced By State Farm – Copy of Pages 156 & 157 (DVD)

- *State Farm Record "Claims Check \$17,414.74" dated 5-17-17*

Exhibit 12, Supplemental Documents Produced By State Farm – Copy of Page 375 (DVD)

- *State Farm Record "Email from Arthur Field" dated 6-1-17*

Exhibit 13, Supplemental Documents Produced By State Farm – Copy of Page 12 (DVD)

- *State Farm Record "Screen Shot-Policy Details" dated 12-20-17*

Exhibit 14, Supplemental Documents Produced By State Farm – Copy of Pages 28 & 27 (DVD)

- *State Farm Record "Screen Shot-Inspection Report" dated 12-20-17*

Exhibit 15, Supplemental Documents Produced By State Farm – Copy of Page 25 & 26 (DVD)

- *State Farm Record "Screen Shot-Time Line" dated 12-20-17*

Exhibit 16, Supplemental Documents Produced By State Farm – Copy of Page 365 (DVD)

- *State Farm Record "Email from Marty Joiner Agency" dated 6-2-17*

Exhibit 1

Global Settlement Agreement

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

1. The Parties:

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

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

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

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

D. Entities formerly controlled by Field or family members

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

Initials 1 AF 2 KT 3 AK 4 GM 5 VS
Initials 6 AF 7 KT 8 AK 9 GM 10 VS 11 AF 12 KT 13 AK 14 GM 15 VS

Initials 12 AF 13 KT 14 AK 15 GM 16 VS
Initials 17 AF 18 KT 19 AK 20 GM 21 VS
Initials 22 AF 23 KT 24 AK 25 GM 26 VS 27 AF

2. The Properties:

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

3. Pending Actions:

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

4. Global Settlement Agreement ("Agreement") of All Matters Among All Identified Parties Herein:

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

Terms of Settlement:

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

Initials 1

2 AF 3 AW 4 MS

Initials 5

6 MS 7 AF 8 AW 9 MS 10 MS 11 MS 12 MS

Page 2 of 16

Initials 13

14 AF 15 AF 16 MS

Initials 17

18 MS 19 AF 20 MS 21 MS

Initials 22

23 MS 24 MS 25 MS 26 MS 27 MS

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

Therefore, within five (5) days of all parties executing this Agreement and tendering the fully executed Agreement to Counsel for CIF, who will hold such in trust pending court approvals, Arthur Field shall file a motion with the court seeking modification to the terms and conditions of his restitution, and, subject to the requirements of South Carolina law and subject to Arthur Field having been fully compliant with all the terms and conditions of his restitution previously ordered by the court from the date of such order until such time as the court modifies such restitution as requested hereunder, including but not limited to all payments required thereunder having been made without interruptions or stoppages, Plaintiffs and the Receiver, together with their attorneys and agents, hereby consent to the relief sought by Arthur Field to modify his restitution obligations previously ordered by the court, provided such modification is as follows:

- A. The total restitution ordered to be paid by Arthur Field shall be reduced to the sum of: (i) the amounts paid through the date the restitution order is modified, plus (ii) the fulfillment of all terms and obligations by Arthur Field and all parties set forth in Paragraphs 1.C. and 1.D of this Agreement; and
 - B. Upon all parties to this Agreement having fully performed their obligations hereunder, no further restitution shall be due from Arthur Field and all restitution obligations of Arthur Field shall be declared SATISFIED IN FULL; and
 - C. Upon all parties to this Agreement having fully performed their obligations hereunder, Arthur Field shall be granted permission to live in Florida.
9. Additionally, Rules to Show Cause were issued to Arthur Field by the Court within the Tomz matter in April and August, 2013, and in September 2016, hearings were conducted, and Orders were issued thereon on October 1, 2013, December 15, 2016, and January 12, 2017. Field has appealed the October 1, 2013 Order and that appeal is currently pending in the South Carolina Court of Appeals. Arthur Field has expressed that his willingness to participate in and be bound to the terms and conditions of this Agreement are contingent upon all such matters being dismissed in accordance with the motion to which the parties have agreed.

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Page 3 of 16

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Therefore, also within five (5) days of all parties executing this Agreement and tendering the fully executed Agreement to Counsel for CIF, who will hold such in trust pending court approvals, Arthur Field shall file a motion with the court seeking dismissal of all pending matters related to the Rule to Show Cause referred in this paragraph, and, subject to the requirements of South Carolina law, Plaintiffs and the Receiver, together with their attorneys and agents, will consent to the relief sought by Arthur Field in such motion.

10. In the event a court issues an order that denies Arthur Field's request for the modification to his restitution set forth in Paragraph 8 or issues an order that denies Arthur Field's Motion seeking dismissal of the pending matters as described in Paragraph 9, and/or otherwise imposes sanctions or penalties upon Arthur Field above and beyond fulfilling his obligations of this Agreement as set forth herein, then immediately upon the issuance of such order, this Agreement shall become immediately null and void, and all documents and monies previously delivered to be held in trust shall be returned to the parties as provided herein. Until such time of such occurrence, all parties to this Agreement are bound hereunder and may not modify any terms or conditions hereunder, and may not withdraw or terminate his or her or its participation hereunder.
11. In the event both courts issue orders granting the modification and dismissal sought as described in Paragraphs 8 and 9, then in such event, counsel of record shall file appropriate notices in each of the pending actions described in Paragraph 3 and will file a Joint Motion for Dismissal with the South Carolina Court of Appeals with regard to the pending appeal referenced in Paragraph 9 within five (5) days of having received the last of the two orders.
12. Within twenty-four (24) hours of full execution of this Agreement, Field shall allow a licensed home inspector and a certified appraiser to inspect the Thornblade Property. Neither the appraiser nor the home inspector will be accompanied by any attorneys or agents of the Receiver or the plaintiffs. Arthur Field and Kathryn Taillon shall cooperate with these parties so that they may conduct their appraisal and home inspection of the subject property. Arthur Field and Kathryn Taillon shall truthfully complete and sign real estate seller disclosure forms and shall advise these parties of any material matters about the premises and such shall constitute sufficient notice to the Receiver, CIF, and the Class as to known defects. Neither Allyson Field, nor Arthur Field, nor Taillon shall have any responsibility to cure such defects, but will permit Landlord (described below) to make such cures upon reasonable notice during reasonable business hours at Landlord's sole expense beginning any time after August 31, 2017, to assist in the sale of the premises.
13. After one week of the full execution of this Agreement, Kirsten White shall allow a licensed home inspector and a certified appraiser to inspect the Aldgate Way Property. Neither the appraiser nor the home inspector will be accompanied by any attorneys or agents of the Receiver or the plaintiffs. Kirsten White shall cooperate with these parties so that they may conduct their appraisal and home inspection of the subject property. Kirsten White shall truthfully complete and sign real estate seller disclosure forms and shall advise these parties of any material matters about the premises and such shall constitute sufficient notice to the Receiver, CIF, and the Class as to known defects. Kirsten White shall have no responsibility to cure such defects.

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14. Consideration Tendered By or On Behalf of Undersigned Parties

A. Thornblade Property

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

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Page 5 of 16

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

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

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

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

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

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

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

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

D. Aldgate Way Property

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

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Page 8 of 16

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- v. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall pay all property taxes and regime (home owners association, etc.) applicable to the Aldgate Way Property, and CIF shall pay all such taxes and regime fees thereafter and be solely responsible for such.
- vi. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, Kirsten White shall make and complete all routine interior repairs and shall pay all utility costs applicable to the Aldgate Way Property.
- vii. With the execution of this Agreement and until the effective time of transfer of the Aldgate Way Property, the Aldgate Way Property shall be free of all liens and encumbrances, except for the Pelican Note and Mortgage and the Trustee Note and Mortgage.
- viii. CIF and Kirsten White shall endeavor to close on the sale of the Aldgate Way Property no sooner than August 1, 2017 and no later than December 31, 2017 as follows:
- On or before May 1, 2017, Kirsten White shall engage the realtor of her choosing to list the Aldgate Way Property for immediate sale at any price above \$285,000, provided any such listing shall terminate no later than December 31, 2017.
 - In the event Kirsten White fails to engage a realtor to sell the Aldgate Way Property on or before May 1, 2017, or in the event the Aldgate Way Property is not sold by December 31, 2017, CIF may thereafter pursue the sale of the Aldgate Way Property without any interference from but with full cooperation of Kirsten White, and subject to the oversight of Judge Edward W. Miller, the presiding judge in the Tomz Case.
 - CIF shall arrange for and be responsible to pay for up to \$10,000 of repairs and fix up expenses deemed necessary to facilitate selling the property at a price comparable to similar properties on Aldgate Way or within 0.5 miles thereof. Such repairs shall be substantially completed by May 15, 2017, to enhance listing and sales price and to facilitate the sale of the Aldgate Way Property. Such repairs shall be made on reasonable notice during reasonable business hours and CIF or its agents shall obtain any necessary permits.
 - At the closing of the sale of the Aldgate Way Property (whether initiated by White before or by CIF after December 31, 2017), the gross sales proceeds shall be used to pay in the following order of priorities the following in amounts sufficient to satisfy and pay in full:
 - Seller's selling and closing costs (sales commissions and other closing costs and fees customarily paid by seller);
 - The White Note and Mortgage;
 - The Pelican Note and Mortgage;
 - The Trustee Note and Mortgage;
 - Reimbursement to CIF for amounts paid for actual, reasonable repairs and fix up costs as provided in Paragraph 14.D.viii.c.
 - Any repairs and fix up costs incurred but not paid by CIF before closing, repaid to such person(s) as shall have paid for such additional, necessary repairs upon presentation of actual receipts, with copies to CIF, Kirsten White, and closing attorney.
 - Payment to CIF for any unpaid rent due from Kirsten White as described in Paragraph 14.D.ix.c.
- In the event that, after paying these amounts in full, any gross sales proceeds remain to be disbursed, then 80% of such amounts remaining shall be paid to Kirsten White and 20% shall be paid to CIF.

- ix. With the execution of this agreement, CIF and Kirsten White shall execute the Lease attached hereto as **Exhibit 8**. The Lease will be held in trust by CIF counsel and will be effective and delivered to the Receiver immediately upon the Court's approval of the

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Page 9 of 16

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

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

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

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

E. Payments by Kathryn Taillon and or York Mortgage Funding

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

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

- i. Upon execution of this Agreement, Kathryn Taillon shall deliver to CIF counsel to be held in trust a bank certified check in the amount of \$15,000 made payable to CIF. Upon approval of the settlement by the Court, the funds shall be immediately delivered to the Receiver in further satisfaction of any CIF related direct, collateral or indirect claim against Taillon or any other person, whether made by CIF, or any other party hereto. In the event the Court declines approval of the settlement, the check or equivalent funds shall be returned to Kathryn Taillon.
- ii. Upon the execution of this agreement, Arthur Field and Kathryn Taillon will execute in recordable form the Note and Mortgage for the St. Augustine Property, attached hereto as **Exhibit 9 and Exhibit 10**, respectively, in favor of CIF, which is in the amount of \$105,000. The Note shall provide for 0.0% interest through December 31, 2017 and thereafter interest at a 3.0% annual rate compounded monthly and the entire balance of \$105,000 being due and payable in full on December 31, 2018, provided however that for every \$85 paid to CIF before December 31, 2017, the outstanding balance shall be reduced by an additional \$20. The Note and Mortgage will be held in trust by CIF counsel. In the event the Court declines approval of the settlement, the Mortgage and Note shall be null and void and shall be immediately (upon the Court's actions) returned as such to Arthur Field and Kathryn Taillon. In the event the Court approves the settlement, CIF Counsel will hold the Mortgage and Note in trust in anticipation of CIF receiving payment in full and complete satisfaction on or before December 31, 2017. In the event CIF does not receive payment in full payment on or before December 31, 2017, CIF counsel may have the mortgage recorded in St. John's Florida. All payments under the terms of this Note and Mortgage shall be on behalf of Kathryn Taillon, Arthur Field, and/or any entity related thereto as listed above. CIF shall release all *lis pendens* on all properties recorded in St. Johns County, Florida to enable the Arthur Field and Kathryn Taillon to acquire and remit such money to CIF, whether from personal funds, reverse mortgage, conventional mortgage, credit card loans or otherwise. Upon the execution of this Agreement and until the Note and Mortgage are paid in full, Arthur Field and Kathryn Taillon shall not allow any lien to be placed on the St. Augustine Property unless: (1) the lien is placed for the purpose of Arthur Field and or Kathryn Taillon borrowing money, the net proceeds of which are paid to CIF pursuant to their obligations under this Agreement, and the amount of the lien does not exceed the sum of 100% of the amounts paid to CIF plus costs incurred

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

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

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

H. Members of CIF Relinquish Limited Liability Company Membership

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

I. Other Conditions:

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

Initials 1

Initials 6

Page 12 of 16

Initials 12

Initials 17

Initials 22

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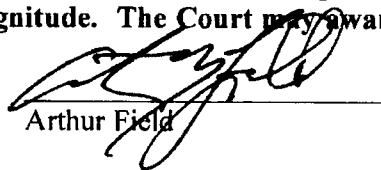
27

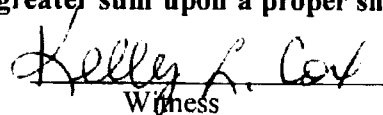
- Tomz Case, shall have sole and exclusive jurisdiction regarding any dispute related to the enforcement, performance or non-performance of any future obligation contained herein (including any integral components hereof).
- iii. To the extent any party is required to make any payment at any future date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

IMPORTANT ACKNOWLEDGMENT & DECLARATION BY ARTHUR FIELD

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

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


Arthur Field


Witness

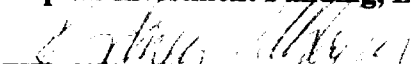
[Signature Pages to Follow]

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Initials 6 6 7 7 8 8 9 9 10 10 11 11 12 12

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

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

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


Rodney F. Pillsbury, Esq.

Pillsbury Law Firm, LLC

25 Mills Avenue

Greenville, SC 29605

Phone: (864) 241-9828

Email: Rodney@PillsburyFirm.Law

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


Gene M. Connell, Jr., Esq.

Kelahr, Connell & Connor, P.C.

Post Office Drawer 14547

Surfside Beach, SC 29587

Phone: (843) 238-5648

Email: gconnell@classactlaw.net

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


Stanley T. Case, Esq.

Butler Means Evins & Browne, P.A.

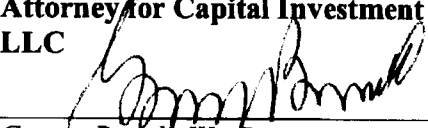
Post Office Drawer 451

Spartanburg, SC 29304

Phone: (864) 582-5630

Email: scase@butlermeans.com

4. **Attorney for Capital Investment Funding
LLC**


George Brandt, III., Esq.

Henderson Brandt & Veith, P.A.

360 East Henry Street, Suite 101

Spartanburg, SC 29302

Phone: (864) 582-2962

Email: gbrandt@hbvlaw.com

5. **Attorney for Capital Investment Funding LLC**


Christopher H. Westrick, Esq.

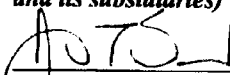
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.

5 Becker Farm Road Roseland, NJ 07068

Phone: (973) 994-1700

Email: CWestrick@carellabyrne.com

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


Jerry T. Saad, Court Appointed Receiver and
Manager

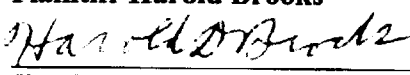
Jerry T. Saad, CPA, PA

1249 S. Pleasantburg Dr. Greenville, SC 29605

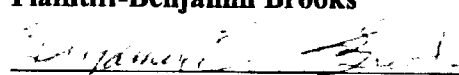
Phone: (864) 422-9949

Email: jerryasaad@charter.net

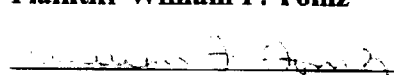
7. **Plaintiff-Harold Brooks**


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

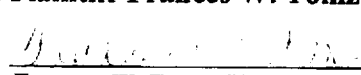
8. **Plaintiff-Benjamin Brooks**


Benjamin Brooks, Plaintiff, Individually

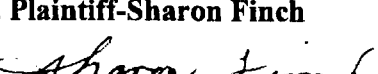
9. **Plaintiff-William F. Tomz**


William F. Tomz, Plaintiff, Individually

10. **Plaintiff-Frances W. Tomz**


Frances W. Tomz, Plaintiff, Individually

11. **Plaintiff-Sharon Finch**


Sharon Finch, Plaintiff, Individually

Signatures continue on next page

Initials 1  2  3  4  5 

Initials 6  7  8  9  10  11 

Page 14 of 16

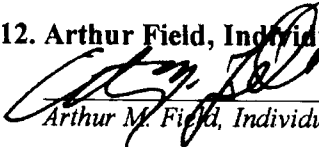
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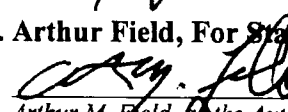
Initials 22  23  24  25  26  27 

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

12. Arthur Field, Individually

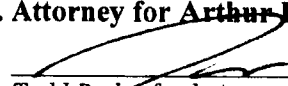

Arthur M. Field, Individually

13. Arthur Field, For Stated Entities

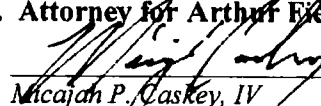

Arthur M. Field, as the Authorized Member or Manager
for the following current or former entities:

- | | |
|---------------------------------------|---|
| i. Aladdin's Café & Grill, LLC | ix. Epic Entertainment & Equipment Co., LLC |
| ii. Casimo, LLC | x. Mithril Funding, LLC |
| iii. Bolingbroke United (England) Ltd | xi. CIF TC, LLC |
| iv. Lion Financial, LLC | xii. Young Players Support Group, Inc. |
| v. Krondor Trading Co., LLC | xiii. RAAF Enterprises, LLC |
| vi. Bradford Financial Group, LLC | xiv. He Will Provide, LLC |
| vii. Monmouth Financial Group, Ltd | |
| viii. Carolina Pops Orchestra, Inc. | |
| ix. Epic Entertainment, LLC | |

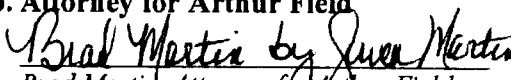
14. Attorney for Arthur Field


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

15. Attorney for Arthur Field


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

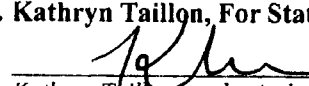
16. Attorney for Arthur Field


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

17. Kathryn Taillon, Individually

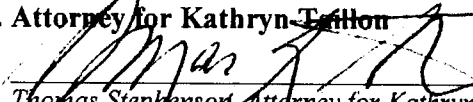

Kathryn Taillon, Individually

18. Kathryn Taillon, For Stated Entities Individually


Kathryn Taillon, as the Authorized Member or Manager
for the following current or former entities:

- | | |
|---------------------------------|--------------------------------|
| i. Blenheim Properties, LLC; | iv. York Mortgage Funding, LLC |
| ii. Bountiful Bingo, LLC; | v. Hakuna Industries, Inc. |
| iii. Pelican Way Financial, LLC | |

19. Attorney for Kathryn Taillon


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

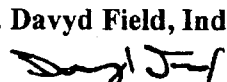
20. Allyson Field, Individually


Allyson Field, Individually

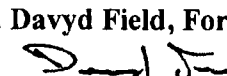
21. Attorney for Allyson Field


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

22. Davyd Field, Individually

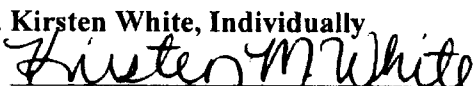

Davyd Field, Individually

23. Davyd Field, For Stated Entities


Davyd Field, as the Authorized Member or Manager for
the following current or former entities:

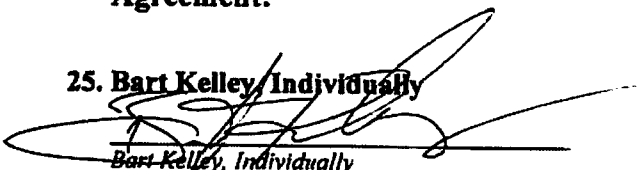
- | | |
|----------------|-------------------------------------|
| i. Trucom, LLC | ii. Capital Intrastate Funding, LLC |
|----------------|-------------------------------------|

24. Kirsten White, Individually

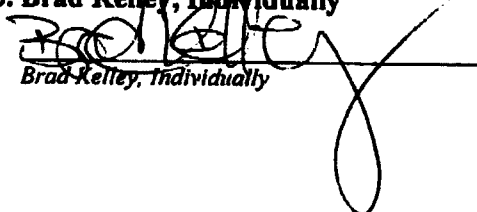

Kirsten White f/k/a Kirsten Ganit, Individually and as
Owner of Empire Document Service

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

25. Bart Kelley, Individually


Bart Kelley, Individually

26. Brad Kelley, Individually


Brad Kelley, Individually

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Initials 6 KL 7 KL 8 KL 9 KL 10 KL 11 KL 12 KL

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Initials 17 KL 18 KL 19 KL 20 KL 21 KL
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Exhibit 2

Supplemental Documents Produced By State Farm

Copy of Pages 22 and 23

Timeline of Events

Timeline of events- Arthur Field Homeowners

**Homeowners Policy #40-BM-E750-5 -Effective 12/13/2016 to 12/13/2017
Arthur & Allyson Field & Kate Taillon- (310 Thornblade Blvd Greer, SC 29650)**

03-14-2017 Heather Added CIF Per Arthur's request

03-22-2017 Arthur called in and spoke to Kim and said he was out of town and concerned that his home was damaged by hail the night before and wanted claims to go out and look for any damage for him. Kim advised him that he would have to file a claim in order for State Farm to go out to his home to check. She advised him if he was unsure to have a neighbor or family member to check on his home.

04-11-2017 Arthur spoke to Gina and requested that CIF be removed. (even though it was not documented Gina has stated that from what she can recall he expressed concern over CIF getting money from any claim he would file and they should not be on the policy).

05-11-2017 Arthur spoke to Heather and she transferred him to claims to file for the hail damage from the 03/21/2017 storm.

06-01-2017 Our office received a message from State Farm in Bloomington that Jerry from Capital Investment called to get information on policy and would like a call back. Misty got the message and spoke to Arthur since they were not listed anymore on the policy and Arthur stated for us to not call Jerry back and that he was in a lawsuit with Capital Investment and he did not want us speaking to them. That same day Jerry Saad called me (Marty) and I returned his call that evening. He stated that he was the SC District Court Appointed Receiver for CIF and they were in significant civil lawsuits with the Fields and Kathryn Taillon and that per the settlement agreement, they are required to be listed as additional insured or co-insured on the property. He also stated that he was aware of a significant claim on the home. I advised him that CIF was not listed on the policy and that I would have to speak with claims and underwriting to find out what we can and cannot do as far as emailing a letter to him about CIF not being listed on the HO policy.

06-02-2017 I received an email from Jerry and I let him know that I had already called claims and that going forward claims would communicate with Rodney Pillsbury and copy Jerry on the communications. This same day Arthur came into the office and spoke to Marg and asked the check be rewritten with Insured's name and additional interest name. Kim ended up calling claims a second time (I assume Marg left a message the first time (not in notes) and left a message again. Kim then called another claims number and spoke to Maureen in claims and Maureen stated that since Mr. Fields had already cashed the check they could not issue another check to him. Kim spoke to Arthur about the check being cashed and he said when the check is no longer on hold at First Citizens Bank that he would put it in an escrow account with his attorney on June 8. He said he had chosen a roofer, Two Loose Screws. He then asked that CIF be added back to the policy. Kim put in the change that it was per a court order.

06-08-2017 Regional requested more information on how to list CIF since Kim stated it was per a court order. Kim spoke to Arthur and he stated he would email her a copy of the tentative court order and stated that the agreement said CIF needed to be listed but it was still subject to approval by the circuit court.

06-12-2017 Kim received a copy of the court order and emailed it to Gina since Gina deals with Homeowners Insurance more than she does. Gina emailed Arthur and let him know that in her opinion, that he needed to have a contents policy and that CIF should have an RDP. She stated that he needed to consult his attorney for clarification on how to proceed. Arthur sent back an email to Gina that her opinion was incorrect and that Allyson Field is the owner and Kathryn and Arthur are guests and that the agreement was still fully conditional on court approval by at least 2 if not 4 courts. Gina explained that since this was a legal agreement that we would not interpret it but let him tell us what he wanted to do since we are not attorneys. Arthur also said his daughter was meeting with her attorney the next day and that they would get back with us on how to proceed with the CIF issue.

09-12-2017 Arthur called in and spoke to Gina to ask if we had been subpoenaed to be in court that day. She told him that we had not. He asked again if he was handling right by the papers he had sent us in the past. Gina explained again, in her opinion, that he has the wrong type of policy and he should only be insuring his contents but he needed to speak to his attorney for clarification.

11-28-2017 Arthur came into the office with his wife and requested a letter for the court to show CIF was added, deleted and then added back. He asked Gina to use the word omitted instead of deleted but we declined the wording as it was incorrect.

11-29-2017 Gina called Mr. Fields to let him know he could pick up the letter he had requested. Mr. Field also mentioned that he has issues with his bathroom & that CIF is requesting that he turn in a claim but he said he did not want to commit insurance fraud. Gina asked him what the issue was and he said it was deteriorating due to age. She explained she would send him to claims if he wanted since she did not have an adjusters license but typically that deterioration due to age would not be covered but claims would be the one to make a decision. He said he did not want another claim against him and declined to be sent to claims.

***Claim Check amount \$17,414.74

Exhibit 3

Supplemental Documents Produced By State Farm

Copy of Page 19

State Farm Record “Update Follow Up” dated 3-14-17

Update Follow-up

Activity ID: 21249150801
Customer: ARTHUR FIELD
Due on:
High priority: No
Line of business: Fire
Category: Change
Assigned to: Heather A Appleby
AGCY/HO - HOMEOWNERS 40-BM-E750-5 F
Description: Necho
Status: Complete
Remarks:
Old remarks: MTG/40-BM-E750-5 F
ADDED ADDITIONAL INTEREST PER ARTHUR'S REQUEST
Status: Complete
Category: Change
Assigned to: Heather A Appleby
03-14-2017 10:20:40AM EDT - Heather A Appleby/EXNP/40-1462 AGCY

Exhibit 4

Supplemental Documents Produced By State Farm

Copy of Page 18

State Farm Record “Update Note” dated 3-22-17

Update Note

Activity ID: 21276741851

Customer: ARTHUR FIELD

Category:

Line of business: Fire

Assigned to: Kim D Keyes

AGCY

Description: Arthur is out of town, concerned about damage at his home

Remarks:

Old remarks: I suggested that he call a neighbor or family member to have them check out his home. I explained an adjuster goes out once a claim is filed and he does not know if there is damage

Status: Complete

Assigned to: Kim D Keyes

03-22-2017 09:40:41AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Exhibit 5

Supplemental Documents Produced By State Farm

Copy of Page 16

State Farm Record “Update Follow Up” dated 4-11-17

Update Follow-up

Activity ID: 21346333331

Customer: ARTHUR FIELD

Due on:

High priority: No

Line of business: Fire

Category: Change

Assigned to: Gina Tate

AGCY/HO - HOMEOWNERS 40-BM-E750-5 F

Description: Necho REMOVED MORTGAGEE PER ARTHUR

Status: Complete

Remarks:

Old remarks: MTG/40-BM-E750-5 F

Status: Complete

Category: Change

Assigned to: Gina A Tate

04-11-2017 02:59:54PM EDT - Gina Tate/ID6Y/40-1462 AGCY

Exhibit 6
Supplemental Documents Produced By State Farm
Copy of Page 14

State Farm Record “Update Follow Up” dated 5-11-17

Update Follow-up**Activity ID:** 21450267431**Customer:** ARTHUR FIELD**Due on:****High priority:** No**Line of business:** Fire**Category:** Claim**Assigned to:**

AGCY/Homeowners Policy 40-BM-E750-5

Description: Fire Catastrophe Loss Report - FIELD**Status:** Complete**Remarks:****Old remarks:** Changed Status from: Incomplete to: Complete
05-11-2017 02:05:26PM EDT - Heather A Appleby/EXNP/40-1462 AGCY**Policy#:** 40-BM-E750-5**Policyholder:** ARTHUR FIELD**Phone: (H)** (864) 419-8609**(H)** (864) 234-2130**NOTICE:** LOSS REPORT PHONE NUMBER(S) DIFFER FROM THE ABS
CUSTOMER INFORMATION**Phone: (C)** (864) 419-6609**Date of Loss:** 03/21/2017**Location:** 310 Thornblade Blvd, Greer, SC 29650-4430**Severity:** Light damage**Facts:** hail storm was dmg by hail**Remarks:** Reported By Insured**If you have any questions regarding this claim, please contact your local
CSO or Claims Central.****Call type:** Claim**Category:** Claim

05-11-2017 01:30:06PM EDT - Eliana Iniguez/EPP7/CLMS

Exhibit 7
Supplemental Documents Produced By State Farm
Copy of Pages 7, 8, 9, 10, 11 & 12

State Farm Record "Update Follow Up"
6 pages / multiple dates

Update Follow-up

Activity ID: 21518534991
Customer: ARTHUR FIELD
Due on:
High priority: No
Line of business: Fire
Category:
Assigned to: Kim D Keyes
AGCY
Description: HO claims- copy of emails in kk05 & in an email folder
Status: Complete
Remarks:
Old remarks: System Changed Due on from: 06-13-2017 to: [blank]
Changed Status from: Incomplete to: Complete
06-14-2017 10:50:04AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:
HO just issued with additional interest CFI added!
06-13-2017 01:05:51PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Changed Due on from: 06-12-2017 to: 06-13-2017
06-12-2017 11:26:44AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:
Waiting on reply
06-12-2017 11:22:13AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:
Gina emailed Arthur today 6/12/17
06-12-2017 11:21:49AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Changed Description from: Lm for Claims- HO claims- copy of emails in
kk05 to: HO claims- copy of emails in kk05 & in an email folder
06-12-2017 11:20:52AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:
Received a copy of the court order and it is pages & pages long. I gave
the printed document to Gina
06-12-2017 11:16:50AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:
Arthur has not sent copy of court order yet. Something needs to be to UW
to complete this change
Changed Due on from: 06-09-2017 to: 06-12-2017
06-09-2017 03:54:45PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:
I have spoken to fire service and uw and no one can determine how a
"court order" should be listed, for example Loss Payee, mortgagee etc. So
I called Arthur and spoke to him regarding the issue. He will email a copy
of the tentative court order tomorrow to be attached in pt
Changed Due on from: 06-08-2017 to: 06-09-2017
06-08-2017 11:49:52AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

FIRE POLICY TRANSACTIONS - STREAMED

SOUTH CAROLINA PERSONAL LINES

AGT/AFO:

1462/FA21

F 40-BM-E750-5 HO - HOMEOWNERS EFF/EXP: 12-13-16 12-13-17 STATUS: 01

MPP NO: 1486-4756-27

FIELD, ARTHUR & ALLYSON &
TAILLON, KATE

CHGS INCL: MTG,RMKS

310 THORNBLADE BLVD
GREER SC 29650-4430

INS PH: BUS (864) 234-2130

EFF DATE: (06-02-17) RECD DATE: (06-05-17) WRTN DATE: (06-02-17) TIME:(04:02P)

ADDITIONAL INTEREST CHANGES STREAMED

RENEWAL BILL TO: () END BILL TO: ()

ADD SUBSET #: () (CAPITAL INVESTMENT

FUNDING)(N)

TYPE: (ADDL INT

() (LLC CO J SAAD

)(N)

(1249 S PLEASANTBURG DR

)(A)

() ()

() ()

LOAN #: ()

(GREENVILLE

SC 29605-1353)(C)

REMARKS

THE ADDITIONAL INTEREST MUST BE ADDED PER A COURT ORDER

SOURCE: ECHO AGT JOINER, Marty

PHONE: 864-877-1032

INITIALS: (KK)

06-08-2017 11:48:17AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Be sure CIF is added to HO f/u pended

06-07-2017 02:38:23PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Melissa left me a message confirming that she did receive all of the emails and asked if CIF has been added as an additional insured.

I returned her call to say that yes they have been added as an additional insured on the HO policy

06-07-2017 02:37:50PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

I left a message for Melissa Blow HQ73 also to confirm that she sees emails uploaded into claim from CIF

Changed Due on from: 06-07-2017 to: 06-08-2017

06-07-2017 02:09:58PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

LM on vmail to confirm that all emails were received

Changed Due on from: 06-06-2017 to: 06-07-2017

06-06-2017 11:34:27AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Mr. Field confirmed that he received email with dec page, saved in mail folder also

06-06-2017 11:27:25AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

I sent another dec page to Arthur and copied emails to Kaitlyn B and Stephenson

06-05-2017 04:39:09PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Per Arthurs email request, I emailed him the declarations page to the email address from the email he sent out

06-05-2017 03:56:59PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Changed Description from: Lm for Claims- HO claims to: Lm for Claims- HO claims- copy of emails in kk05

06-05-2017 02:47:40PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Received a message on vmail from Melissa Bow, Brian Hart's manager 312-282-1366. I returned her call and uploaded copy of all emails into claim documents. F/u pending to be sure they can see claim documents that were uploaded.

06-05-2017 02:47:14PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Received a cb from Brian. He will speak to his manager regarding the handling of this matter. Have not sent emails to Brian yet. Waiting on his response.

Changed Due on from: 06-02-2017 to: 06-06-2017

06-05-2017 11:13:59AM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

per Conversation with Marg, I am forwarding Marty's emails to claims, specifically to Brian Hart snzz

06-02-2017 04:52:10PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

I have spoken to Arthur Field regarding the check being cashed. He said when the check is no longer on hold at the 1st citizens bank, he will have it put in an escrow account with his attorney on June 8th. He has chosen a roofer. Two Loose Screws-Seth Parks will do the repairs. He asked that this info be documented. He has also requested that the additional insured be added back on so this has been entered as a pt.

06-02-2017 04:12:54PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Left a second message for claims at 1 pm then called another claims phone number to get someone on the line.

Per Maureen in claims, check was cashed so they are unable to issue anything

06-02-2017 02:39:33PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Changed Description from: Lm for Claims to: Lm for Claims- HO claims

06-02-2017 01:54:54PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

Mr. Field came in today and spoke with Marg and wants check to be

rewritten with insured's name and additional interest name. The "mortgagee" that was removed should have been additional insured

Necho REMOVED MORTGAGEE PER ARTHUR

MTG/40-BM-E750-5 F

Status: Complete

Category: Change

Assigned to: Gina A Tate

04-11-2017 02:59:54PM EDT - Gina Tate/ID6Y/40-1462 AGCY

06-02-2017 01:54:41PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Added New Remarks:

I left a message for claims regarding the check that was written for the HO claim. It was made out to insured's but not the additional insured that was on the policy at the time of the claim.

We have received calls & emails from the additional insured, that is no longer on the HO policy as Mr. Field removed the additional insured on April 11 per ABS notes see below

Good morning Jerry.

Thank you for the informative email I have already put in a call to our claims dept.. Going forward, I will or our claims dept. will communicate with Rodney Pillsbury and copy you on these communications.

Thank you.

Marty Joiner

Web: www.martyjoiner.com

B: (864) 877-1032

F: (864) 672-0661

From: Jerry Sead [mailto:jerrysaad@saadandmanios.com]

Sent: Friday, June 02, 2017 8:40 AM

To: marty@martyjoiner.com

Cc: "Rodney Pillsbury" (RPillsbury@prlawpa.com)

<RPillsbury@prlawpa.com>; 'Buck Brandt' (gbrandt@hbvlaw.com)

(gbrandt@hbvlaw.com)' <gbrandt@hbvlaw.com>; Bruce Bannister

<BBannister@bannisterwyatt.com>; 'Arthur Field

(arthurfield424@hotmail.com)' <arthurfield424@hotmail.com>; "Gene

Connell" (gconnell@classactlaw.net)' <gconnell@classactlaw.net>

Subject: CIF-310 Thornblade Blvd - CIF Is Not A Named Insured On Field's Home Owner Insurance Policy

Good Morning Mr. Joiner:

Thank you for returning my call last night.

As I stated last night:

I am the SC District Court Appointed Receiver for Capital Investment Funding, LLC (CIF).

In connection with significant civil lawsuits brought by CIF as plaintiff,

Arthur Field, Kathryn Tallon, and Allyson Field are parties to a settlement agreement with CIF.

The settlement agreement requires the insurance policy for the house at 310 Thornblade Blvd, Greer, SC add CIF as an additional insured or co-insured.

In his 3-14-17 email to CIF's attorney, Rodney Pillsbury, Arthur Field stated (see copy of his email to Mr. Pillsbury below).

Please be advised Capital Investment Funding, LLC, c/o J. Saad, 1249 S Pleasantburg Dr 29605 has been named as an additional insured on Allyson Field's HO policy #40-BM-#750-5 (State Farm), as of 3/14/17 per par 14 A(ii) of the Agreement.

I am aware that a significant insurance claim has been filed by Arthur Field, Kathryn Tallon and or Allyson Field regarding a hail storm that occurred on or about March 21, 2017 and that claim is pending.

In our conversation last night, you advised me that CIF was not named as an additional insured or co-insured party. That information was consistent with the information the State Farm insurance adjuster and claims administrator told me in phone calls I made earlier yesterday morning.

Based on the above, Mr. Field made a material misrepresentation and a false statement regarding the status of the insurance, which I view as a material breach of the Settlement Agreement.

I have copied parties that I view as proper to have this information and seek immediate response and action regarding this matter.

Importantly, I ask that all future communications regarding this matter be directed to CIF's attorney, Rodney Pillsbury, but kindly copy me on all such correspondence.

If you have any question, again contact Rodney Pillsbury.

Jerry T. Saad

Court Appointed Receiver for Capital Investment Funding, LLC

1249 / 1251 South Pleasantburg Dr Greenville SC 29605

Cell: (864) 907-1300 Office: (864) 277-9600 Fax: (864) 422-9949

CONFIDENTIALITY NOTICE: This e-mail is intended only for the addressee named above. It contains information that is privileged, confidential or otherwise protected from use and disclosure. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, or dissemination of this transmission, or taking of any action in reliance on its contents, or other use is strictly prohibited. If you have received this transmission in error, please reply to the sender listed above immediately and permanently delete this message from your inbox. Thank you for your cooperation.

From: Rodney Pillsbury [mailto:Rodney@PillsburyFirm.law]

Sent: Friday, May 26, 2017 1:52 PM

To: Jerry Saad <jerysaad@charter.net>; 'scase

(scase@butlermeans.com)' <scase@butlermeans.com>

Subject: FW: Insurance policy re 310 Thornblade Blvd Greer

Thanks,

Rodney Pillsbury

From: Arthur F [mailto:arthurfield424@hotmail.com]
Sent: Tuesday, March 14, 2017 10:38 AM
To: Rodney Pillsbury <Rodney@PillsburyFirm.law>; Bruce Bannister
<bbannister@bannisterwyatt.com>; Stan Case
<scase@butlermeans.com>; gconnell@classactlaw.net; Buck Brandt
<gbrandt@hbvlaw.com>; Kaithlyn Bouchillon
<KBouchillon@bannisterwyatt.com>; Jerry Saad <jerrysaad@charter.net>
Subject: Insurance policy re 310 Thornblade Blvd Greer
Please be advised Capital Investment Funding, LLC, c/o J. Saad, 1249 S.
Pleasantburg Dr, 29605, has been named as an additional insured on
Allyson Field's HO policy #40-BM-#750-5 (State Farm), as of 3/14/17 per
par 14 A(ii) of the Agreement.
Arthur

The foregoing message or any attachments do not constitute the giving of
any legal, tax or financial advice to any person. All persons are
reminded to review items carefully and consult with counsel if applicable.
No privileges are waived by this communication.
06-02-2017 01:48:24PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Changed Description from: Call fire uw to: Lm for Claims
06-02-2017 01:25:03PM EDT - Kim D Keyes/TR67/40-1462 AGCY

let them know what is going
Due on: 06-02-2017
Assigned to: Kim D Keyes
06-01-2017 05:26:37PM EDT - Kim D Keyes/TR67/40-1462 AGCY

Exhibit 8
Supplemental Documents Produced By State Farm
Copy of Page 3

State Farm Record “Update Note” dated 11-28-17

Update Note

Activity ID: 22136203071**Customer:** ARTHUR FIELD**Category:** Other**Line of business:** Fire**Assigned to:** Gina Tate
AGCY**Description:** Homeowners ongoing issues- new claim - letter to court, etc- Send to Gina or Marty-**Remarks:****Old remarks:** Added New Remarks.

see Gina batch for copy of letter for CIF that the home is not insurable with SF with existing hail damage
12-04-2017 11:33:03AM EST - Gina Tate/ID6Y/40-1462 AGCY

Mr. Field came by the office and has requested a letter to the court to show that Capital Investment Funding was added, then deleted and then added. He asked me to use the word omitted instead of deleted but from the memory and the notes they were not omitted but Mr. Field requested they be removed. I typed the letter and we notarized it and a copy is in my batch. I called to let Mr. Field know and he wanted to know if he would be happy with the letter. I explained that I typed the letter as requested and had no reason to believe he would not be happy with the letter. He then said his bathroom has issues and that CIF or someone is requesting he turn in a claim and that he does not want to commit insurance fraud. I explained that it was never the right choice to commit insurance fraud and I certainly advised against it. He asked if the shower/bathroom issue would be covered if it was because of age and deterioration from wear and age. I explained that normally that is not something that would be covered and it may come under a warranty. I did explain that I do not have an adjusters license and could not tell him anything for sure and could send him to claims if he wanted further answers. He said he did not want that because it would count against him and I told him that if claims got involved that it does count as a claim. He declined to do that and said that he would pick up the letter today. He said the biggest issue is the roof is not fixed and he has proof he told CIF that the money is in hold waiting to find out what to do. I told him that the issue was between CIF and him and that I could not really comment on anything about their personal emails and correspondence.

Status: Complete**Category:** Other**Assigned to:** Gina A Tate

11-28-2017 11:28:05AM EST - Gina Tate/ID6Y/40-1462 AGCY

Exhibit 9
Supplemental Documents Produced By State Farm
Copy of Page 21

State Farm Record "Letter To Arthur Field"
dated 11-28-17

November 28, 2017

Arthur & Allison Field
& Kate Tallon
310 Thornblade Blvd
Greer, SC 29650-4430

To Whom It May Concern:

State Farm currently insures the home located at 310 Thornblade Blvd Greer, SC 29650. The policy number is #40-BM-E750-5F. The effective dates run from December 13, 2017 until December 13, 2018.

On 03/14/2017 Capital Investment Funding was added to the Homeowners policy and then removed effective 04/11/2017. On 06/02/2017 their interest was added back to the policy.

Sincerely,

Gina Tate
Marty Joiner Agency
State Farm Insurance Companies
864-877-1032

In the County of _____, State of _____, On this _____ Day of _____, _____
before me, the undersigned Notary Public personally appeared _____, personally known
to me, proved to me through documentary evidence, or identified by a credible witness to be the person
named in foregoing, and executed the same.

Notary Signature

Printed name

My Commission expires

Exhibit 10
Supplemental Documents Produced By State Farm
Copy of Page 109 (DVD)

State Farm Record “Declaration Page” dated 3-14-17

Named Insured

AT1

H-27-1482-FA21

H F

FIELD, ARTHUR & ALLYSON &
TAILLON, KATE
310 THORNBLADE BLVD
BREER SC 29688-4438

DECLARATIONS PAGE

AMENDED MAR 14 2017

Policy Number 40-BM-E780-5

Policy Period 12 Months Effective Date DEC 18 2016 Expiration Date DEC 18 2017
The policy period begins and ends at 12:01 a.m. standard time at the residence premises.

Mortgages

CAPITAL INVESTMENT
FUNDING LLC
CO J SAAD
1249 S PLEASANTBURG DR
GREENVILLE SC 29605-1353

HOMEOWNERS POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgage/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Residence Premises
Same as Insured's Address

Your policy is amended MAR 14 2017
1ST MORTGAGEE ADDED

COUNTY: GREENVILLE Zone: 62

Coverages & Property

SECTION I		Limits of Liability
A	Dwelling	\$ 1,012,300
B	Dwelling Extension up to	\$ 759,225
C	Personal Property	Actual Loss Sustained
SECTION II		
L	Personal Liability (Each Occurrence)	\$ 500,000
M	Damage to Property of Others	\$ 500
	Medical Payments to Others (Each Person)	\$ 5,000

Inflation Coverage Index: 220.3

Deductibles - Section I

All Losses \$ 10,000

In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Loss Settlement Provision (See Policy)
A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

Forms, Options, & Endorsements
Homeowners Policy
Homeowners Policy Endorsement
Special Limits - Money/Li
Back-Up Dwelling/Used Property
Amendatory Endorsement
Actual Cash Value Endorsement
Increase Dwig Up to \$ 202,460
Ordinance/Law 10%/& 101,230

EP-7955
EL-3524
EL-6268
EL-6706.4
EL-2340
EL-3650
Option ID
Option OL

Endorsement Premium

NONE

Discounts Applied:
Home Alert
Home/Auto
Utility Rating Cr
Claim Record

Other limits and exclusions may apply - refer to your policy
our policy consists of this page, any endorsements
id the policy form. Please keep these together.

2-7001.8C

0000 251 I

Prepared MAR 22 2017

MARTY JOINER
864-877-1082

885-7088

885-7088.1 Rev. 10-2016 (7/2016)

Exhibit 11
Supplemental Documents Produced By State Farm
Copy of Pages 156 & 157 (DVD)

State Farm Record “Claims Check \$17,414.74”
dated 5-17-17

State Farm FIRE AND CASUALTY COMPANY

FIRE

WCS DEPLOYED SC P08539PCL306

WELLS FARGO BANK, N.A. 64-9757612
SAVANNAH, GA

CLAIM NO 40-1600-9A3
LOSS DATE 03 21 2017

INSURED FIELD, ARTHUR & ALLYSON &

EXACTLY SEVENTEEN THOUSAND FOUR HUNDRED FOURTEEN AND 74/100 DOLLARS

Pay to the
Order of ALLYSON FIELD & ARTHUR FIELD & KATE TAILLON

\$ 17,414.74

DATE 05-17-2017

Michael J. Taylor
AUTHORIZED SIGNATURE
Janet Taylor
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK. HOLD AT AN ANGLE FOR VIEWING.

⑈2717139514⑈ ⑈06120975612079900091229⑈

1 27 139514 J

MUST BE ENDORSED BY ALL PAYEES

[Handwritten signature]
To: *[Handwritten signature]* From: *[Handwritten signature]*
B. *[Handwritten signature]* DEBITED TO THE CREDIT OF
C. *[Handwritten signature]* DEBITED TO THE CREDIT OF

Branch: 441 - Greenville Parkway

Seq: 74

Batch: 83644b

Date: 05/31/17

Seq: 00074 05/31/17 Batch 836.44b

Exhibit 12
Supplemental Documents Produced By State Farm
Copy of Page 375 (DVD)

State Farm Record “Email from Arthur Field”
dated 6-1-17

From: Arthur F <arthurfield424@hotmail.com>
Sent: Thursday, June 1, 2017 11:30 AM
To: Kaitlyn Bouchillon; HOME CLMS-FIRECLAIMS; misty@martyjoiner.com; Bruce Bannister; Kate Taillon
Subject: Claim #4016009R3 Allyson Field date of loss 3.21.17 check issue

As discussed with inspector Brian Hart, State Farm claims dept and the Joiner agency over the last few weeks and again on June 1, the property owned by Allyson Field at 310 Thornblade Blvd., Greer, SC was damaged by hail. To obtain the inspection by S.F., the Joiner agency advised us to have a roofer provide a contract for repair. This was done and Mr. Hart inspected the roof. Joiner agency added CIF as additional insured, but then it was apparently removed by the company when the policy renewed, since CIF is not a mortgagee. State Farm issued a check for the first portion of the claim, but made it payable to Allyson Field, Arthur Field and Kathryn Taillon. There is a tentative settlement agreement not yet court approved which provides that CIF gets the proceeds. However, the roof needs repair now, and should the settlement not go forward and should additional weather damage be incurred, Allyson Field will directly suffer and the cost of repair increase. Since the roofer is pressing to begin, the check was deposited as advised by State Farm, since there is a 10 day hold on the funds. Allyson informs me she intends to begin roof and gutter repair asap. The roofer will be on-site 6/2. Please advise how w and/or Allyson should proceed. Thank you.

Arthur

The foregoing message or any attachments do not constitute the giving of any legal, tax or financial advice to any person. All persons are reminded to review items carefully and consult with counsel if applicable. No privileges are waived by this communication.

Exhibit 13
Supplemental Documents Produced By State Farm
Copy of Page 12 (DVD)

*State Farm Record “Screen Shot-Policy Details”
dated 12-20-17*

FIRE

Claim Number: 40-1600-9R3

RBZ00016

NP - Jessica Pears (M33S)	
NP - Nicole Chmelka (H3G9)	
OP - Candace Antonio (KKSH)	
OP - Cassidy Johnson (TG75)	
OP - Ian Ebling (E2HO)	
OP - Janice Chidester (CZMK)	
OP - Jill Manns (HXY0)	
OP - Lois Avallone (AA0B)	
OP - Magalie Hall (DI3B)	
OP - Mark C Harrison (BNYH)	
OP - Mitzie Patterson (K8DK)	
SPNA - Fire SALIR Team	
SPNAMGR - MGR SALIR Shared Manager Team	
Named Insured(s)	
35 / 001 Wnd/Hall Bldg	
CH - Joel E Hammond (ED8K)	Status: Reopened - 12-20-2017
CSA - Fire Claims Support Unit	
MGR - Harrison, Mark C ECR Manager Team	
ALLYSON FIELD(Named Insured)	
ARTHUR FIELD(Named Insured)	
KATE TAILLON(Named Insured)	

POLICY DETAILS	
Policy Information	
Policy Region: 27-GEORGIA-S. CAROLINA	Effective Date: 12-13-2016
Company: State Farm Fire and Casualty Company	Expiration Date: 12-13-2017
Policy Number: 40-BM-E750-5	Cancel Effective Date:
Policy Type: HO - HOMEOWNERS	Coverage Cease Date:
Policy Source: PMR/FMR	ReinstateDate:
Agent Name: JOINER, JULIAN MARTIN	Agent Code: 1462
Preferred Name: MARTY	Phone: (864) 877-1032
Messages	
Status:	
Regional:	
Insured Information	
Insured Name: FIELD, ARTHUR & ALLYSON & TAILLON, KATE	
Address: 310 THORNBLADE BLVD GREER SC 296504430	Location:

ADDITIONAL POLICY DETAILS					
Claim Number	Date of Loss	COL	Claim History	Comment Cd	RCB Paid
40-8Q84-198	06-07-2016		Catastrophe No		
Additional Details					
PACE: P-221.8#		Trans: BBBB		Policy Assigned Date:	
City: 000		Reinsurance:		Self Retained:	

Date: 12-20-2017

Page 11

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

Exhibit 14
Supplemental Documents Produced By State Farm
Copy of Pages 28 & 27 (DVD)

***State Farm Record “Screen Shot-Inspection Report”
dated 12-20-17***

FIRE

Claim Number: 40-1600-9R3

RBZ00015

dedt \$10,000.00

05-16-2017 - 5:31 PM CDT

Performer: Hart, Brian R

Office: WDSCCOL

File Note: INSPECTION REPORT I inspected loss w/ Mr. Field an

Participant:

COL / Line (Participant):

Category: Investigation

Sub Category:

INSPECTION REPORT

I inspected loss w/ Mr. Field and roofer Seth Parks (2 loose screws Roofing) on 5/16/17. Photos uploaded to file by Brian Hart with this inspection report on this date 5/16/17.

Dwelling Roof: Hail damage to 30 yr lam shingles, approx. 15 yrs old. 6+ hail hits in test squares on all directional slopes, makes whole roof R&R warranted. Roof is 2 story very steep. R&H used. Copper roof over bay window taken out of Total sqrs on roof and estimated separately, copper flashing damaged thruout. Chimney tops are not copper.

Aerial Measurements:

EV was used. Pitch is accurate and measurement confirmed. 3 different steep charges are warranted.

Dwelling Exterior:

Inspection of exterior found hail damage, to include all gutters; no damg found on dwn spouts under eaves.

Front Elevation -mail box

Right Elevation -none

Rear Elevation -wood fascia and soffit damaged when section of gutter blew down

Left Elevation -none

Dwelling Interior: No damage

Dwelling Extension: No damage

Personal Property: No damage

Prior Losses: none related, 6/7/16 was a vndism claim

O&P: none warranted, no complexity of trades

Depreciation: damaged items in avg. condition. depreciation taken based on age/useful life

Sub/Salvage: No sub - weather related only. No salvage on damaged bldg. Items

Utilized SF Roofing/Exterior Scope Sheet for this inspection

SUMMARY

I discussed scope, estimate, deductible, depreciation, EBRCB's, statefarm.com, & claims process w/ Mr. Field & settled scope of loss at time of inspection. Roofer Seth Parks agreed w/ scope

05-12-2017 - 11:53 AM CDT

Performer: Hart, Brian R

Office: WDSCCOL

File Note: QFC

Participant:

COL / Line (Participant):

Category: Contact

Sub Category:

Reviewed new claim. Contacted and spoke to Mr. Field, named insured Reviewed the policy deductible. Explained the claims process and the policy coverage. Confirmed the DOL. Wind and hail damage to roof Explained the inspection process, ACV, RCB's, deductible, structural damage claim process and online claim service. Confirmed No mortgage company.

Prior claims: None related

Scheduled inspection for 5/16 Tues. 9am

COVERAGE: COL 35

FACTS: As described above

EXTERIOR DAMAGE: roof

ONE OR TWO STORY: 2 story

ROOFING/SIDING TYPE: comp

STEEP: Yes

AGE OF ROOF/SIDING-NUMBER OF LAYERS: not sure

OTHER INFORMATION:

Date: 12-20-2017

Page 11

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

FIRE

Claim Number: 40-1600-9R3

RBZ00015

Called and discussed estimate w/ Mr. Fields, explained RCB's and ACV paymnt.

05-17-2017 - 2:27 PM CDT

Performer: Jones, Kim D

Office: WDSCCOL

File Note: file authority

Participant: ARTHUR FIELD, ALLYSON FIELD,
KATE TAILLON

COL / Line (Participant): 35 / 001 (Named Insured(s))

Category: Authority

Sub Category:

TL review -

File authority granted in the amount of \$32,190.14.

- Cov A: SF estimate \$42,190.14
- Deductible: <\$10,000.00>

05-17-2017 - 12:51 PM CDT

Performer: Hart, Brian R

Office: WDSCCOL

File Note: AuthorityCOL:35Comment Code:HLAmount Requested:\$42

Participant:

COL / Line (Participant):

Category: Authority

Sub Category:

Authority

COL:35

Comment Code:HL

Amount Requested:\$42,190.14

Cov A:\$42,190.14

Cov B:n/a

Cov C:n/a

Additional Information: went out and confirmed copper roof over bay window in front, also added an extra chimney top and flashing (total of 3)

05-18-2017 - 6:16 PM CDT

Performer: Jones, Kim D

Office: WDSCCOL

File Note: file review

Participant: ARTHUR FIELD, ALLYSON FIELD,
KATE TAILLON

COL / Line (Participant): 35 / 001 (Named Insured(s))

Category: Authority

Sub Category:

TL review -

Brian:

- Please verify that the metal roofing is copper; as it appears to be regular metal roofing in the photos. Also, it appears that this would be standing seam metal. Should the metal roofing line item read MTL SSRFG or RFG COPS?
- Please apply depreciation to the metal roofing line item.
- Please make the necessary revisions and then re-submit the authority request. Thank you.

05-16-2017 - 5:35 PM CDT

Performer: Hart, Brian R

Office: WDSCCOL

File Note: AuthorityCOL: 35Comment Code:HailAmount Requested:

Participant:

COL / Line (Participant):

Category: Authority

Sub Category:

Authority

COL: 35

Comment Code:Hail

Amount Requested:\$41,494.10

Cov A:\$41,494.10

Cov B:\$0

Cov C:\$0

Additional Information:

depr. \$13,858.43

Date: 12-20-2017

Page 10

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

Exhibit 15
Supplemental Documents Produced By State Farm
Copy of Pages 25 & 26 (DVD)

State Farm Record “Screen Shot-Time Line”
dated 12-20-17

recd arcf Jerry Saad for copy of draft endorsed

07-20-2017 - 10:53 AM CDT

Performer: Chidester, Janice

Office: WSTEDALO

File Note: Contact

Participant: ALLYSON FIELD

COL / Line (Participant): 35 / 001 (Named Insured(s))

Category: Contact

Sub Category:

RCF Agt Joiner who stated AI was added to policy after the claim was filed - Capital Investment Funding. they should have been on the policy as an AI, NI is affiliated with Capital Investment Funding; in trouble for inappropriate handling of customers funds. Advised we do not get updates once claim filed. Agt Joiner stated they were on policy previously but Mr Field had them removed. AI is requesting info on the claim and Mr Field told Agt to not provide any info. Agt is sending in a copy of the Court Order; Agt stated he is not comfortable now; advised that a Mtg has every right to request info on a claim just as an AI-he u/s. Advised I will get them added to the claim as an AI. Agt Joiner advised that NI has a lawyer as well as the AI; advised we will not get between their quarrels, we will handle as legally required. Rcv'd copy of the email showing the Court Order, dropped in file.

Agt also stated he will have Jerry Saad call in to speak with claims - u/s.

Added Capital Investment Funding LLC as AI per Court Order

06-07-2017 - 1:55 PM CDT

Performer: Blow, Melissa

Office: WDGAKENN

File Note: Received message from Kim. Policy has been updated

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Received message from Kim. Policy has been updated with CIF as additional interest

06-07-2017 - 1:27 PM CDT

Performer: Blow, Melissa

Office: WDGAKENN

File Note: Received call from agent staff Kim. Called back an

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Received call from agent staff Kim. Called back and left a message to confirm that we received documents of emails on 6/5 and file has been notated.

06-05-2017 - 12:21 PM CDT

Performer: Blow, Melissa

Office: WDGAKENN

File Note: Submitted UR Document Request for the following:

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Submitted UR Document Request for the following:

ADDITIONAL POLICY NOTES EXIST. CONTACT UNDERWRITING.

Date: 3/22/2017

06-05-2017 - 12:15 PM CDT

Performer: Blow, Melissa

Office: WDGAKENN

File Note: Spoke to Kim at agent's office. She went over the

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Spoke to Kim at agent's office. She went over the following timeline.

3/14: Mr. Field added CIF to policy as additional insured

3/22: Mr. Field called and stated he may have storm damage

3/22: Policy was updated/issued with additional insured

4/11: Insured called and had CIF removed. Kim stated per UR. no documentation required to remove.

4/21: Updated policy was issued without additional insured

5/11: Insured filed a claim (No additional insured listed)

5/17: Payment was issued to insured

6/2: Draft was paid/deposited

Kim stated after draft was deposited, Mr. Field asked if draft could be reissued with additional insured listed. He was advised once draft paid, can't stop pay. Kim stated she now has email from CIF asking to be included on future claims/conversations/payments. CIF has not made a request for indemnification already paid to the named insureds. Kim is uploading emails to this claim in case there are additional payments.

Date: 12-20-2017

Page 8

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

FIRE

Claim Number: 40-1600-9R3

RBZ00015

Claim is currently closed. Will need to review documentation to determine if CIF will need to be added to future payment if insured requests RCBs. No further action at this time.

06-02-2017 - 1:26 PM CDT

Performer: Hogan, Maurene C

Office: WHRUASST

File Note: AO Contact

Participant: ARTHUR FIELD, ALLYSON FIELD,
KATE TAILLON

COL / Line (Participant): 35 / 001 (Named Insured(s))

Category: Claim Note

Sub Category:

Phones

- IC call from AO Kim (TR67) stating the NI wanted a stop pay and reissue w/ additional interest
- Advised AO that the check is paid
- AO stated that the additional interest is suppose to be on it
- Reviewed Loss reporting; there was not an additional interest
- AO said they removed it right after he opened claim but did not have documentation
- Explained the only way the NI can go backwards is to place the money in a cashier check with all names and get it endorsed properly

06-01-2017 - 9:26 PM CDT

Performer: Hart, Brian R

Office: WDSCCOL

File Note: Pending: RCB's

Participant:

COL / Line (Participant):

Category: Pending

Sub Category:

Pending: RCB's

06-01-2017 - 12:29 PM CDT

Performer: Hart, Brian R

Office: WDSCCOL

File Note: called Mr. Field, He explained situation w/ lien ho

Participant: ARTHUR FIELD

COL / Line (Participant):

Category: Claim Note

Sub Category:

called Mr. Field, He explained situation w/ lien holder, I explained until they are put into file as a participant by AO I can't put them on draft.

Pending: instructions from AO or HRU

06-01-2017 - 11:19 AM CDT

Performer: Patterson, Mitzie

Office: WHRUATL

File Note: Phone Message

Participant: ARTHUR FIELD

COL / Line (Participant): 35 / 001 (Named Insured(s))

Category: Claim Note

Sub Category:

Please call PH, Arthur today, 06/01/17, if feasible at number ending with #2130 in profile to discuss pending lawsuit that may require the entity to be added to draft issued and he may need a stop pay. PH was asked to send in documentation on the lawsuit to claim file.

06-01-2017 - 11:17 AM CDT

Performer: Patterson, Mitzie

Office: WHRUATL

File Note: Contact

Participant: ARTHUR FIELD

COL / Line (Participant): 35 / 001 (Named Insured(s))

Category: Claim Note

Sub Category:

Working phones:

- RCF PH, Arthur with Misty (SFMG), Staff at AO, on conference regarding draft payment received that PH had deposited to his bank yesterday. PH stated that there is a lawsuit that is pending a settlement agreement with another entity and PH that does not have a financial interest in property, however, he has concerns that the entity may need to have been added to the draft as a payee. The home is owed by his daughter and he and his wife do have personal property in home and that's why they are also listed on the policy
- CS informed PH and Misty that CO Hart will need to be contacted regarding the matter. However, in the interim, PH will need to send in some documentation from lawsuit referencing any language stating to add entity as a payee on draft. PH will email the documentation
- CS sent phone message note for CO Hart to call back PH and discuss matter further

05-17-2017 - 8:20 PM CDT

Performer: Hart, Brian R

Office: WDSCCOL

File Note: Pending: RCB's Called and discussed estimate w/ Mr

Participant:

COL / Line (Participant): 35 / 001 (Named Insured(s))

Category: Pending

Sub Category:

Pending: RCB's

Date: 12-20-2017

Page 9

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

Exhibit 16
Supplemental Documents Produced By State Farm
Copy of Page 365 (DVD)

***State Farm Record “Email from Marty Joiner Agency”
dated 6-2-17***

Good Afternoon Brian,

I am uploading the emails to advise you as to what has been received by our office regarding the claim. Please feel free to follow up as you deem appropriate. The claim check for repairs was made out to the insured's only, as Mr. Field had the additional insured/mortgagee removed before he filed the claim. The additional insured has been in contact with us. The following is a timeline of events to briefly give you an overview leading up to the emails below.

3/14/17 MITG/40-BM-E750-S F

ADDED ADDITIONAL INTEREST PER ARTHUR'S REQUEST

3/22/2017 Arthur is out of town, concerned about damage at his home

3/22/2017 BOD Policy Issued and Mailed from ISC AGCY/HO - HOMEOWNERS 40-BM-E750-5

4/11/2017 AGCY/HO - HOMEOWNERS 40-BM-E750-S F Necho REMOVED MORTGAGEE PER ARTHUR

04/21/2017 AGCY/HO - HOMEOWNERS 40-BM-E750-5 Policy Issued and Mailed from ISC

5/11/2017 Fire Catastrophe Loss Report - FIELD

06/01/2017 Added New Remarks:

Per Arthur & he said do not call Jerry back. He is a lawsuit w/ Capital Investment & he asked that we not call Jerry back.

06/02/2017 Arthur came into the office and spoke to Marg

06/02/2017 Arthur called, discussed situation-Necho ADDED ADDITIONAL INSURED PER ARTHUR'S REQUEST

Thank You,

Kim Keyes
Marty Joiner Agency
40-1462

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiffs,

vs.

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

Defendants.

IN THE COURT OF COMMON PLEAS

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

CRIMINAL CONTEMPT
ORDER18 JUL 2 PM3:50
Paul Wickensmeyer COC GVL SC

This matter is before the Court pursuant to a Rule to Show Cause as to Arthur Field. On November 27, 2017, a hearing was held and Field made representations to this Court, under Oath, regarding the underlying facts of this litigation. The November 27th hearing was adjourned and the matter continued until Field's representations could be verified. Another hearing was held on July 2, 2018, in which counsel for the Receiver presented testimonial and documentary evidence. Field failed to appear but was represented by counsel.

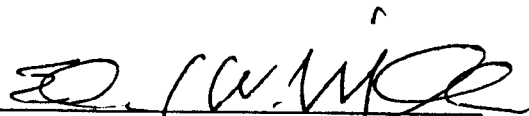
After hearing the evidence presented and comparing it to Field's remarks at the November 27th hearing, the Court finds that Field lied to the court and his conduct was "calculated to obstruct, degrade, and undermine the administration of Justice." *Brandt v. Gooding*, 368 S.C. 618, 628, 630 S.E.2d 259, 264 (2006). Therefore, this Court holds that Field is in Direct Criminal Contempt of this Court.

This Court orders Field either be imprisoned in the South Carolina Department of Corrections for a period of six months or pay a fine of \$1 Million dollars made payable to the Receiver in this case, Jerry Saad, and the source of the funds must be traceable and verifiable to

the satisfaction of this Court. Field must turn himself in to the Greenville County Detention Center at noon on July 3, 2018 to await transport to the South Carolina Department of Corrections, if he has not already paid the fine and provided the required source of those funds. Additionally, if Field fails to comply with this order a bench warrant will be issued for his arrest.

IT IS SO ORDERED.

July 2, 2018


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

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Appellate Case No. 2018-001264

Common Pleas Case No. 2008-CP-23-3665

RECEIVED

JUL 18 2018

SC Court of Appeals

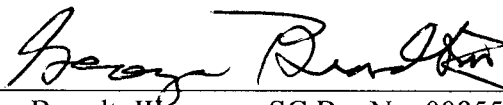
William F. Tomz and Francis W. Tomz, Individually
and as Class Representatives, ... Respondents,

v.

Capital Investment Funding, LLC, and Arthur M. Field, Defendants, of Whom Capital
Investment Funding, LLC, by and through its Receiver, Jerry T. Saad, is Respondent, and Arthur M.
Field is the. Appellant.

**PROOF OF SERVICE OF RETURN TO
APPELLANT'S PETITION FOR WRIT OF SUPERSEDEAS**

The undersigned certifies that on July 18, 2018, via U.S. Postal Service First Class Mail,
a copy of the Return to Petition for Writ of Supersedeas was served on all parties listed below.
101, Spartanburg, South Carolina, and is a person of such age and discretion as to be competent to
serve papers.



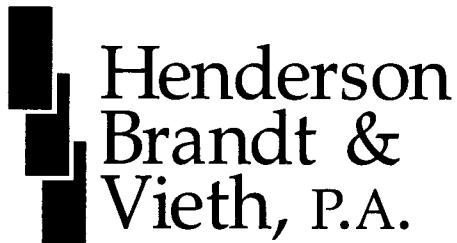
George Brandt, III SC Bar No. 00855
HENDERSON, BRANDT & VIETH, P.A.
360 E. Henry St., Suite 101
Spartanburg, SC 29302
Office: 864-583-5144
Facsimile: 864-582-2927
gbrandt@hbvlaw.com
Attorney for Respondent, Capital Investment
Funding, LLC, by and through its Receiver,
Jerry T. Saad

July 18, 2018

ADDRESSEES:

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*Also licensed in North Carolina

Attorneys At Law

July 18, 2018

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RECEIVED
JUL 18 2018
SC Court of Appeals

Re: William Tomz v. Capital Investment Funding, LLC
Common Pleas Case No. 2008-CP-23-3665
Appellate Case No. 2018-001264

Dear Ms. Kitchings:

Please find enclosed the original and six copies for filing with the Court of Respondents' Return to Petition for Writ of Supersedeas in the above captioned matter. Also included is a copy to be clocked for our records. Thank you, as always, for your assistance. If you need additional information, please do not hesitate to contact my office.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Brandt, III".

George Brandt, III
For: HENDERSON, BRANDT & VIETH, P.A.
Direct Line: 864-583-5144
Fax Line: 864-582-2927
E-Mail: gbrandt@hbvlaw.com

GB,III/msl

Enclosures