

Lucas, Jessica

From: Kitchings, Jenny
Sent: Wednesday, October 31, 2018 12:43 PM
To: Lucas, Jessica
Cc: Allen, Claire
Subject: FW: EPS Advisor v Jan Fredman
Attachments: Document 1-Candy Fired June 2013.html; Document 2.pdf; Document 3-Disolution Agreement.pdf; Candy as lawyer-Document 6.pdf; Settlement emails-Fredman-Document 7.html; Cover Page to Documents sent to SC Court of Appeals.docx; Letter to Judge 2018.10.31.docx; Letter to Judge, PDF, Signed by Dameron.pdf

Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201
Ph: (803) 734-1891

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OCT 31 2018
SC Court of Appeals

From: David Dameron [mailto:dcdameron@gmail.com]
Sent: Wednesday, October 31, 2018 11:42 AM
To: Kitchings, Jenny <jkitchings@sccourts.org>
Cc: Candy Kern-Fuller <candy@upstatelawgroup.com>; Larry Brandt <larry@larrybrandt.com>
Subject: EPS Advisor v Jan Fredman

Dear Ms. Kitchings:

First and foremost, I ask for the court's forgiveness, if I am out of line approaching the court directly- but I am at a crossroads with Mrs. Kern-Fuller who represents to be EPS Advisors counsel, but before I filed bankruptcy in 2013 I fired her. (firing email attached Document 1). I don't know if you can assist me or not, but I have nowhere else to turn. I am having difficulty because Mrs. Kern-Fuller says I cannot fire her as counsel to EPS, but I had fired her long ago. I want Mrs. Kern-Fuller off the case. I don't want the matter appealed. I want to settle. I do not know how to get rid of her as she says I can't. I can't find an attorney to take the case because they know Mrs. Kern-Fuller is under federal investigation by the SEC and part of a federal lawsuit by veterans and she is on the news. Also, Mrs. Kern-Fuller took a lien on the judgement and she has nothing but 100% self-interest in her 40% plus costs fee when this case should be settled.

Can you tell me what I need to do or file?

For your consideration here are the following facts of the situation:

The matter before you on appeal with Jan Fredman, was a case prior to my filing for bankruptcy 11/07/2013, I had hired Mrs. Kern-Fuller to pursue in April 2010. Back then, she failed to mention the conflict of interest we had with her being my personal attorney and then becoming my corporate counsel, had I known I would have never hired her. Because around 2012-2013 Mrs. Kern-Fuller and I became estranged and she quit being my lawyer except she claimed she didn't have to let go of this contingency case against Jan Fredman. Mrs. Kern-Fuller even made a motion with the court to be removed as counsel on a matter with Schwab (motion attached Document 2). In this she claimed the conflict was due to issues between Plaintiff's. My confusion is, why did she demand to stay on the Fredman matter stating she owed it to EPS but now owes it to EPS to stay on this one. Her stating a duty on one legal matter and then dropping on another are conflicting and raise a question on why she refuses to stand down and not make a motion to be removed as counsel like she did on the Schwab case. The answer is money.

Part of the reason Mrs. Kern-Fuller acts this way is she bases the actions off a dissolution agreement (agreement attached Document 3) for the proposed sale of EPS to a man named Bob Guess. She proposed this agreement with my 10% business partner, Susan Lockwood. We never sold the business and therefore that agreement never became active. The agreement was drafted by Mrs. Kern-Fuller. Looking back at the conflicts between she and I, I believe the matter in which the document came to be are in question about its authenticity, but again, the business never sold, and the agreement is not valid. She built herself inside the agreement as counsel to pursue these actions and get paid and built provisions for Susan Lockwood. They use it to make decisions that are unethical.

On the Schwab matter, I had to go before Judge Cain to plead with the court to allow me to end the case because Mrs. Kern-Fuller wouldn't help me drop the matter. Judge Cain ruled in my favor in 2013 and allowed me the right to drop the case against Schwab. He also told my 10% business partner Susan Lockwood she could pursue her 10% interest on her own. The same she could do against Fredman, on her own.

With the Fredman matter I asked Mrs. Kern-Fuller to stop pursuing it as well in 2013 because after much consideration and further reflection, I realized the facts that happened with me and Mr. Fredman- pursuing the case put EPS at risk. The reason being Mrs. Lockwood and made poor decisions back then and mismanaged the firm including, but not limited to getting the power turned off. Those poor decisions put Mr. Fredman in the position to leave the firm and gave him a good defense as to why. That combined with the costs for pursuing the matter, and the risks of being counter-sued by Fredmen it was not in the best interest of EPS. Mrs. Kern-Fuller along with Susan Lockwood who is Mrs. Kern Fuller's close friend and paralegal-refused to get off the case and end the litigation. Mrs. Lockwood even filed a lawsuit against me in 2013 for failing to pursue the matter.

I filed for bankruptcy on 11/07/2013. Mrs. Lockwood and Mrs. Kern-Fuller were named as creditors. Mrs. Kern-Fuller pleaded with the trustee that this matter against Fredman was an asset. She clearly had a conflict being hired as the attorney by the trustee. The document which was filed hiring her claimed she had no adverse interest to the estate (Proof attached Document 6), she has personal issues with me and so does Susan Lockwood. However, the matter ended up in your court as an asset to the Trustee.

Now the case, has been reduced to roughly \$51,744.25 and that is being appealed by Mr. Fredman. This is exactly what I knew would happen. Even with a judgement, the Trustee abandoned the asset and now it is back in control of EPS. He knows there won't be any money left over. Mrs. Kern-Fuller is acting as an attorney for a company that tried to fire her in 2013-I did not re-hire her after the Trustee abandoned the asset. She did not notify me-(the 90% managing member as listed with the state) of the appeal or any action. She admittedly only spoke to Susan (who is only the 10% member with no operating agreement putting her in any authority). They did this and claim I breached my duty as the reason. Today I asked Mrs. Kern-Fuller to settle the matter with Mr. Fredman.(email attached Document 7) They offered \$15,000. I wanted her to accept, but she refused stating Mrs. Lockwood didn't agree (email included document 8). I then repeated Mrs. Lockwood has no authority to make the decisions and Mrs. Kern-Fuller still refuses to accept the offer.

I have tried to get her to act according to what I believe are the best interest for the company. Susan and I have IRS risks. I wish to settle the matter with Jan Fredman, but Mrs. Kern-Fuller has refused claiming my 10%

business partner Susan does not agree and claims I cannot unilaterally fire Mrs. Kern-Fuller to get someone else who will act accordingly. Even if could fire her, no other attorney will take this case. It isn't a case anymore it's in appeals. Mrs. Kern-Fuller took a lien on the judgement and she has nothing but 100% self interest in this matter. No other attorney will even take it on to file things for me because they know Mrs. Kern-Fuller is under federal investigation and she is on the news.

I have moved on with my life. I had a tough situation in business affairs and Mrs. Kern-Fuller was part of those decisions and having her involved in legal matters again has me nervous and frustrated. I want her out off this case and out of my legal matters, To do this we need to settle so EPS can pay the IRS and move forward.

Mr. Brandt's appeal is not bad. He has some very solid points, I believe there is a real risk EPS could get nothing. If we can settle for the \$15,000.00 he offered , that is acceptable to cover the exposures that EPS currently has with the IRS. I believe Mrs. Kern-Fuller only wants more to satisfy her own needs. EPS does have debtors, but this is an LLC and those matters have been addressed in bankruptcy court. The only person beyond IRS that stand to make any money is Mrs. Kern-Fuller-even the trustee knew that and abandoned the case. But she's too wrapped up with her friend, employee, and office tenant Susan Lockwood to see things straight for me and EPS and settle.

I don't know if you can assist me or not, but I thank you for your time. As a courtesy and even though I have no formal legal training, I'm try to avoid ex parte communication, I have CC'd all parties involved.

Sincerely,

David Dameron

Managing Member EPS Advisors, LLC

David Dameron



representation

David Dameron <dcdameron@gmail.com>
To: Candy <candy@upstatelawgroup.com>
Bcc: bobbie green <bobbiegailgreen@gmail.com>

Mon, Jun 3, 2013 at 8:36 PM

1. In regards to the substitution on the Schwab matter, should I decide to proceed (not sure its worth it at this point) substitute counsel will be in touch with you.
 2. Are you saying that you acted on Susan's authorization last week?
- Be clear that as Managing Member and as of July 27 the sole Member of EPS Advisors, take no more action.
3. I disagree with your assessment.
A past 10% owner and the 90% owner, now 100% Member and always the managing Member are not on equal standing. For example, it is my sole decision at this point to continue this lawsuit or not.

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On Mon, Jun 3, 2013 at 8:14 PM, Candy <candy@upstatelawgroup.com> wrote:

1. I have now been substituted in your personal matter.
2. My duties regarding EPS flow to BOTH partners with neither being greater than the other.
3. See #2 above.

Candy Kern-Fuller, Esq.
Upstate Law Group, LLC
200 East Main St
Eastley, SC 29640
864-855-3114
864-855-3446 Fax
www.upstatelawgroup.com

Sent from my iPhone

On Jun 3, 2013, at 8:08 PM, David Dameron <dcdameron@gmail.com> wrote:

1. Rather I signed consent or no, you stated you were going to withdraw- and that's what I understood you were going to do. You did not communicate that you were NOT going to implement this withdrawal.
2. IF I am your client, as you are claiming I am still, you have a duty to communicate to me before you take any action on my behalf. You failed to do so and this is not ok. Do not do this again.
3. I am and have always been the Managing Member AND majority Member Interest holder of the LLC. Susan has never held either a Manager role for the LLC, or status as the majority Member. Again, I demand you cease communication with Susan Lockwood. You are ONLY authorized to communicate with ME on these matters.

David

On Mon, Jun 3, 2013 at 6:49 PM, Candy <candy@upstatelawgroup.com> wrote:

- David,
- 1) I have only received a motion to substitute counsel on the Fredman matter NOT the Schwab matter;
 - 2) as you are aware, I represented EPS Advisors in addition to you personally. My duties in that EPS representation flow to both of the member partners of EPS;
 - 3) since you failed you sign the consent motions to withdraw, I continued (and continue on the Schwab matter) to be the attorney of record until relieved by the Court. Had you signed the motions, as I had requested, my representation would have ceased by now. However, by failing to do so, I have had to continue to do the minimum required until relieved by the court. In transitioning the case over to new counsel for EPS to new counsel, it was my duty to make sure new counsel knew of the existence of the agreement between the member partners, which impacted this litigation.
 - 4) Every time I have communicated with EPS' new counsel, I have copied BOTH partners. Ms. Lockwood has not been (and will not be) copied on ANY correspondence regarding your personal case. Furthermore, she has been Chinese walled from all your personal matters.
 - 5) I will forward the emails wherein I advised you that I needed you to consent for the withdrawals on the cases in litigation before I could cease acting on EPS' behalf.

Please let me know if you have any further questions or concerns.

Candy Kern-Fuller, Esq.
Upstate Law Group, LLC
200 East Main St
Eastley, SC 29640
864-855-3114
864-855-3446 Fax
www.upstatelawgroup.com

Sent from my iPhone

On Jun 3, 2013, at 6:21 PM, David Dameron <dcdameron@gmail.com> wrote:

- > Candy,
- >
- > Candy as you stated in multiple emails to me and others, you DO NOT represent me any further.
- >
- > You are not authorized to be acting on my behalf and I demand you stop.
- >
- > Last you stated you were going to file motions to withdraw and it appears you have not done that. You quit, and do not represent me.
- >
- > I demand all communication, actions and any representation by you that you represent me on anything cease. This includes ceasing any and all communication with Susan Lockwood on my matters.
- >
- > Although, Susan is a former partner you do not have authority to discuss these matters with anyone, but me.
- >
- > I request you forward all communications, notices or anything else you get related to my matters to me as you have repeatedly said you would when you quit. Not once have you indicated to me that you would take actions on my behalf, much less without communication with me prior to those actions.
- >
- > David Dameron

--
David Dameron

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David Dameron

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**PARTNERSHIP DISSOLUTION AGREEMENT BETWEEN
DAVID C. DAMERON AND SUSAN GREENE LOCKWOOD**

This Agreement (the "Agreement") is entered into by and between David C. Dameron ("Dameron") and Susan Greene Lockwood ("Lockwood").

WHEREAS, Dameron is the 90% owner of the business, EPS Advisors, LLC, and Lockwood is the 10% owner of said business;

WHEREAS, Dameron and Lockwood have decided that accounts and good will of the business of EPS Advisors, LLC shall be sold to Robert Guess and that Lockwood shall become an agent for Guess; and

WHEREAS, Dameron and Lockwood wish to document and formalize said agreement between them for the dissolution/sale of EPS Advisors, LLC;

THEREFORE, Dameron and Lockwood agree as follows:

- 1) This agreement shall be effective 6/30/2012;
- 2) Dameron shall remain solely responsible for the licensing and compliance requirements of the business of EPS Advisors, LLC through the effective date of this agreement;
- 3) Any agreement negotiated by Dameron for the sale anticipated by this agreement with Guess shall include that Lockwood be permitted to retain at least 90% of her net revenues as generated through her Registered Investment Adviser relationship with Guess and received after July 9, 2012. For purposes of this provision, "Net Revenues" shall be that amount received after July 9, 2012 by Guess as good funds to EPS Advisors, LLC from Lockwood's clients as billed from time-to-time. Lockwood shall be permitted to retain 100% of her revenues generated through Sage as a result of her transaction based business for which Sage is her broker-dealer. Such agreement shall also provide that Lockwood shall have the exclusive license, ownership and use of the name of EPS Advisors, LLC;
- 4) Dameron shall be solely responsible for and shall timely pay the existing debts of EPS Advisors, LLC, including but not limited to, GrandSouth Bank, Julie Collins, Rene McElveen, Beecher Lockwood, American Express credit card, CyberSolutions and Mark Swanson, CPA. Dameron shall defend, indemnify and hold Lockwood harmless from any actions or fines prosecuted against Lockwood by the City of Anderson or the County of Anderson for EPS Advisors, LLC. Dameron shall ensure that the documentation for the Collins' loans is created and presented to Collins no later than July 20, 2012. The parties further affirm that the terms of the Beecher Lockwood loan were 7% APR from the initial date of the loan until paid in full;

DL
7/27/12

DL
07/26/2012

- 5) Dameron shall provide to Candy Kern-Fuller, Esq., as counsel for EPS Advisors, LLC, all information necessary to prosecute EPS Advisors, LLC's claims against Jan Fredman and Charles Schwab on or before July 31, 2012, and Dameron shall pay the costs of said recovery. Any recovery shall first be paid to retiring the debts as listed in paragraphs four and five above. Any net proceeds remaining after said debts are retired, shall be split evenly between Dameron and Lockwood;
- 6) Dameron shall pay to Lockwood 10% of the purchase price paid by Robert Guess (if any) for the purchase of the accounts and good will of EPS Advisors, LLC and, as a partner, Lockwood shall be presented and shall sign all necessary agreements between Dameron and Guess for such sale;
- 7) Any such agreement with Guess shall provide Lockwood with regulatory and compliance support;
- 8) Lockwood shall have sole ownership of the web address and email addresses for EPSA (i.e. EPSAdvisors.com) and Dameron shall cease use of the same effective July 1, 2012;
- 9) Lockwood shall solely retain all personal property, intangibles and fixtures located at the premises at 299 E. Greenville Street, Anderson, South Carolina. Lockwood shall also retain 10% of the checking account balance of EPS Advisors as of July 9, 2012. Dameron shall transfer to Lockwood the State Farm Business policy for EPS Advisors, LLC as of the date of this Agreement;
- 10) This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.
- 11) This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of South Carolina.
- 12) Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- 13) This agreement may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. The parties agree not to make any claim at any time or place that this agreement has been verbally modified in any respect whatsoever. No waiver of any provision of this agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged. The parties acknowledge that this agreement may only be modified in writing signed by both parties.
- 14) The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

Handwritten: JY
7/27/12

Handwritten: JY
07/26/2012

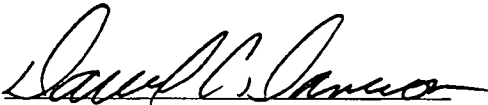
This agreement has been negotiated by and between the Parties and shall not be construed against any particular "drafter" of the agreement.

15) This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns. The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

16) This agreement shall permitted to be executed in several parts and a facsimile of this agreement shall be considered as valid as the original.

ACKNOWLEDGED AND AGREED TO BY:

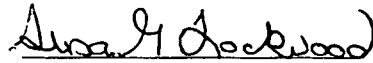
David C. Dameron



David C. Dameron
Party to Agreement

Date: 07/26/2012

Susan G. Lockwood



Susan G. Lockwood
Party to Agreement

Date: 7/27/12

SDA
7/27/12

Settlement Inbox x



David <dcdameron@gmail.com>
to Candy, Larry

Oct 30, 2018, 12:00 PM (12 hours ago)

Candy,

I am cc'ing Mr. Brandt in this matter, as I am preparing to get this matter resolved.

Please reach out via email and let's schedule a call with each other at a time my wife can be on the call as well. Bobbie Dameron has my permission to handle this call as her availability is greater than mine and she is my office assistant.

Please advise the date and time between each other and do not communicate without her or I being on the line.

Thank you.

David Dameron

Sent from my iPhone



larry@larrybrandt.com
to me, Candy

Oct 30, 2018, 12:18 PM (11 hours ago)

I am prepared to recommend to my client that he pay \$15,000.00 to settle this matter. Please advise as to what you two decide.

Larry C. Brandt
Attorney at Law
Larry C. Brandt, P.A.
3691 Blue Ridge Blvd.
P.O. Box 738
Wahalla, SC 29691
Office: (864)638-5406
Fax: (864)638-7873
larry@larrybrandt.com

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Sent Via Fax (803) 734-1839 and Email

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SC Court of Appeals

The Honorable Jenny Abbott Kitchings, Clerk
1220 Senate Street
Columbia, South Carolina 29201

RE: C.A. No.: 2013-CP-39-0434 Appellate Case #2017-002347

EPS ADVISORS, LLC VS. JAN FREDMAN and CLEMSON-EPS ADVISORS

Dear Ms. Kitchings:

First and foremost, I ask for the court's forgiveness, if I am out of line approaching the court directly- but I am at a crossroads with Mrs. Kern-Fuller who represents to be EPS Advisors counsel, but before I filed bankruptcy in 2013 I fired her. (firing email attached Document 1). I don't know if you can assist me or not, but I have nowhere else to turn. I am having difficulty because Mrs. Kern-Fuller says I cannot fire her as counsel to EPS, but I had fired her long ago. I want Mrs. Kern-Fuller off the case. I don't want the matter appealed. I want to settle. I do not know how to get rid of her as she says I can't. I can't find an attorney to take the case because they know Mrs. Kern-Fuller is under federal investigation by the SEC and part of a federal lawsuit by veterans and she is on the news. Also, Mrs. Kern-Fuller took a lien on the judgement and she has nothing but 100% self-interest in her 40% plus costs fee when this case should be settled.

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favor in 2013 and allowed me the right to drop the case against Schwab. He also told my 10% business partner Susan Lockwood she could pursue her 10% interest on her own. The same she could do against Fredman, on her own.

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did not re-hire her after the Trustee abandoned the asset. She did not notify me-(the 90% managing member as listed with the state) of the appeal or any action. She admittedly only spoke to Susan (who is only the 10% member with no operating agreement putting her in any authority). They did this and claim I breached my duty as the reason. Today I asked Mrs. Kern-Fuller to settle the matter with Mr. Fredman.(email attached Document 7) They offered \$15,000. I wanted her to accept, but she refused stating Mrs. Lockwood didn't agree (email included document 8). I then repeated Mrs. Lockwood has no authority to make the decisions and Mrs. Kern-Fuller still refuses to accept the offer.

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Sincerely,

/s/ David C. Dameron

David C. Dameron
Managing Member EPS Advisors, LLC

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

RECEIVED

OCT 31 2018

SC Court of Appeals

EPS Advisors, LLC,)
)
Plaintiff,)
)
v.)
)
Charles Schwab & Co., Inc., a wholly)
owned Subsidiary of Charles Schwab)
Corporation,)
)
Defendant.)
_____)

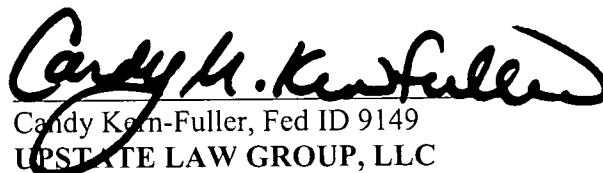
C.A. No.: 8:13--01237-TMC

MOTION FOR CONTINUANCE

COMES NOW COUNSEL FOR THE PLAINTIFF, who states as follows:

- 1) The undersigned remains counsel for the Plaintiff in the above referenced matter;
- 2) On 5/8/2013, the Defendant filed its Motion to Stay Litigation and Compel Arbitration and, Alternatively, to Dismiss Complaint;
- 3) On 6/5/2013, the undersigned moved to withdraw as counsel due to an actual conflict with the partners of Plaintiff and requested an extension of time for Plaintiff to find new counsel;
- 4) On 6/20/2013, this Court issued its Order instructing the Plaintiff to find new counsel and for said counsel to make an appearance on behalf of Plaintiff on or before 6/20/2013;
- 5) On 6/20/2013, David Dameron, Plaintiff's Managing Member, filed a letter with the Court requesting the Court afford Plaintiff additional time to find new counsel, among other relief;
- 6) On that date, 6/20/2013, the Court issued a second text order stating that "Plaintiff EPS Advisors, LLC, shall until July 2, 2013, to obtain new counsel and to have that counsel file a notice of appearance in this matter.";
- 7) On 7/9/2013, the Court issued an additional order setting a hearing on the undersigned's motion to withdraw as the attorney of record and extend time to respond to Defendant's motion to dismiss or stay the litigation;
- 8) The undersigned immediately forwarded the Court's notice of the hearing to the partners of Plaintiff via email;

- 9) On 7/10/2013, David Dameron forwarded the attached letter to the undersigned and asked that it be submitted to the Court and that the undersigned request a continuance of the hearing scheduled for 7/15/2013;
- 10) Pursuant to FCRCP 11, the undersigned consulted with both opposing counsel and the other partner of Plaintiff;
- 11) Opposing counsel, Lucas Asper, advised that he does not consent nor oppose Mr. Dameron's request;
- 12) Mr. Dameron's partner, Susan Greene Lockwood, indicated she opposed Mr. Dameron's request;
- 13) The undersigned does not oppose or consent to Mr. Dameron's request but is available to the Court at any time required by the Court;
- 14) The undersigned has emailed a copy of this motion to both partners of the Plaintiff and has also placed a copy of the same in the U.S. Mail t the homes of both partners of Plaintiff;



Candy Kern-Fuller, Fed ID 9149
UPSTATE LAW GROUP, LLC
200 E. Main Street
Easley, South Carolina 29640
(864) 855-3114
(864) 855-3446 (facsimile)
Candy@UpstateLawGroup.com

July 11, 2013

ATTORNEY FOR PLAINTIFF

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: **13-06675-hb**

ORDER ON APPLICATION TO EMPLOY

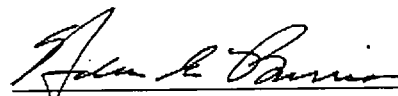
The relief set forth on the following pages, for a total of 2 pages including this page, is hereby ORDERED.

RECEIVED
OCT 31 2014
SC Court of Appeals

**FILED BY THE COURT
09/17/2014**



Entered: 09/17/2014


US Bankruptcy Judge
District of South Carolina

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)
)
David Craig Dameron,)
)
)
Debtor(s).)
_____)

Case No. 13-06675-B

Chapter 7

RECEIVED

OCT 31 2018

SC Court of Appeals

**ORDER AUTHORIZING EMPLOYMENT OF ATTORNEY FOR THE TRUSTEE ON A
CONTINGENCY FEE BASIS**

This matter is before the court upon the application of the trustee, Randy A. Skinner, for authorization to employ Chad L. Bacon with Foster Law Firm, LLC and Candy Kern-Fuller with Upstate Law Group, LLC as his attorneys in the above-captioned case.

After consideration of the trustee's application, and it appearing that Chad L. Bacon with Foster Law Firm, LLC and Candy Kern-Fuller with Upstate Law Group, LLC are attorneys duly admitted to practice in this court, that they hold or represent no interest adverse to this estate, that their employment is necessary and is in the best interest of the estate, it is

ORDERED that the trustee is authorized to employ Foster Law Firm, LLC and Upstate Law Group, LLC as attorneys for the trustee. The trustee and Upstate Law Group, LLC have agreed that the law firm will be employed on a joint contingency fee basis of forty percent (40%), which will be shared equally by Foster Law Firm, LLC and Upstate Law Group, LLC. The compensation of the attorneys shall be set by the court pursuant to 11 U.S.C. §330(a) and may be different than the agreement between the trustee and the attorneys.

AND IT IS SO ORDERED.

Cover Page to Documents sent to SC Court of Appeals

Document 1 Email of Dameron firing Candy Kern-Fuller as lawyer for EPS Advisors

Document 2 US District Court for SC C.A No 8:13—01237-TMC, Motion for Continuance

Document 3 Dissolution Agreement Between Dameron and Lockwood

Document 6 Candy hired by Trustee for EPS

Document 7 Settlement emails by Fredman

Letter to Judge A letter asking for help and trying to summarize everything.

RECEIVED
OCT 31 2018
SC Court of Appeals

Sent Via Fax (803) 734-1839 and Email

The Honorable Jenny Abbott Kitchings, Clerk
1220 Senate Street
Columbia, South Carolina 29201

RECEIVED
OCT 31 2018
SC Court of Appeals

RE: C.A. No.: 2013-CP-39-0434 Appellate Case #2017-002347

EPS ADVISORS, LLC VS. JAN FREDMAN and CLEMSON-EPS ADVISORS

Dear Ms. Kitchings:

First and foremost, I ask for the court's forgiveness, if I am out of line approaching the court directly- but I am at a crossroads with Mrs. Kern-Fuller who represents to be EPS Advisors counsel, but before I filed bankruptcy in 2013 I fired her. (firing email attached Document 1). I don't know if you can assist me or not, but I have nowhere else to turn. I am having difficulty because Mrs. Kern-Fuller says I cannot fire her as counsel to EPS, but I had fired her long ago. I want Mrs. Kern-Fuller off the case. I don't want the matter appealed. I want to settle. I do not know how to get rid of her as she says I can't. I can't find an attorney to take the case because they know Mrs. Kern-Fuller is under federal investigation by the SEC and part of a federal lawsuit by veterans and she is on the news. Also, Mrs. Kern-Fuller took a lien on the judgement and she has nothing but 100% self-interest in her 40% plus costs fee when this case should be settled.

Can you tell me what I need to do or file?

For your consideration here are the following facts of the situation:

The matter before you on appeal with Jan Fredman, was a case prior to my filing for bankruptcy 11/07/2013, I had hired Mrs. Kern-Fuller to pursue in April 2010. Back then, she failed to mention the conflict of interest we had with her being my personal attorney and then becoming my corporate counsel, had I known I would have never hired her. Because around 2012-2013 Mrs. Kern-Fuller and I became estranged and she quit being my lawyer except she claimed she didn't have to let go of this contingency case against Jan Fredman. Mrs. Kern-Fuller even made a motion with the court to be removed as counsel on a matter with Schwab (motion attached Document 2). In this she claimed the conflict was due to issues between Plaintiff's. My confusion is, why did she demand to stay on the Fredman matter stating she owed it to EPS but now owes it to EPS to stay on this one. Her stating a duty on one legal matter and then dropping on another are conflicting and raise a question on why she refuses to stand down and not make a motion to be removed as counsel like she did on the Schwab case. The answer is money.

Part of the reason Mrs. Kern-Fuller acts this way is she bases the actions off a dissolution agreement (agreement attached Document 3) for the proposed sale of EPS to a man named Bob Guess. She proposed this agreement with my 10% business partner, Susan Lockwood. We never sold the business and therefore that agreement never became active. The agreement was drafted by Mrs. Kern-Fuller. Looking back at the conflicts between she and I, I believe the matter in which the document came to be are in question about its authenticity, but again, the business never sold, and the agreement is not valid. She built herself inside the agreement as counsel to pursue these actions and get paid and built provisions for Susan Lockwood. They use it to make decisions that are unethical.

On the Schwab matter, I had to go before Judge Cain to plead with the court to allow me to end the case because Mrs. Kern-Fuller wouldn't help me drop the matter. Judge Cain ruled in my

favor in 2013 and allowed me the right to drop the case against Schwab. He also told my 10% business partner Susan Lockwood she could pursue her 10% interest on her own. The same she could do against Fredman, on her own.

With the Fredman matter I asked Mrs. Kern-Fuller to stop pursuing it as well in 2013 because after much consideration and further reflection, I realized the facts that happened with me and Mr. Fredman- pursuing the case put EPS at risk. The reason being Mrs. Lockwood and made poor decisions back then and mismanaged the firm including, but not limited to getting the power turned off. Those poor decisions put Mr. Fredman in the position to leave the firm and gave him a good defense as to why. That combined with the costs for pursuing the matter, and the risks of being counter-sued by Fredmen it was not in the best interest of EPS. Mrs. Kern-Fuller along with Susan Lockwood who is Mrs. Kern Fuller's close friend and paralegal-refused to get off the case and end the litigation. Mrs. Lockwood even filed a lawsuit against me in 2013 for failing to pursue the matter.

I filed for bankruptcy on 11/07/2013. Mrs. Lockwood and Mrs. Kern-Fuller were named as creditors. Mrs. Kern-Fuller pleaded with the trustee that this matter against Fredman was an asset. She clearly had a conflict being hired as the attorney by the trustee. The document which was filed hiring her claimed she had no adverse interest to the estate (Proof attached Document 6), she has personal issues with me and so does Susan Lockwood. However, the matter ended up in your court as an asset to the Trustee.

Now the case, has been reduced to roughly \$51,744.25 and that is being appealed by Mr. Fredman. This is exactly what I knew would happen. Even with a judgement, the Trustee abandoned the asset and now it is back in control of EPS. He knows there won't be any money left over. Mrs. Kern-Fuller is acting as an attorney for a company that tried to fire her in 2013-I

did not re-hire her after the Trustee abandoned the asset. She did not notify me-(the 90% managing member as listed with the state) of the appeal or any action. She admittedly only spoke to Susan (who is only the 10% member with no operating agreement putting her in any authority). They did this and claim I breached my duty as the reason. Today I asked Mrs. Kern-Fuller to settle the matter with Mr. Fredman.(email attached Document 7) They offered \$15,000. I wanted her to accept, but she refused stating Mrs. Lockwood didn't agree (email included document 8). I then repeated Mrs. Lockwood has no authority to make the decisions and Mrs. Kern-Fuller still refuses to accept the offer.

I have tried to get her to act according to what I believe are the best interest for the company. Susan and I have IRS risks. I wish to settle the matter with Jan Fredman, but Mrs. Kern-Fuller has refused claiming my 10% business partner Susan does not agree and claims I cannot unilaterally fire Mrs. Kern-Fuller to get someone else who will act accordingly. Even if could fire her, no other attorney will take this case. It isn't a case anymore it's in appeals. Mrs. Kern-Fuller took a lien on the judgement and she has nothing but 100% self interest in this matter. No other attorney will even take it on to file things for me because they know Mrs. Kern-Fuller is under federal investigation by the SEC and she is on the news.

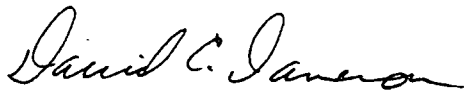
I have moved on with my life. I had a tough situation in business affairs and Mrs. Kern-Fuller was part of those decisions and having her involved in legal matters again has me nervous and frustrated. I want her out off this case and out of my legal matters, To do this we need to settle so EPS can pay the IRS and move forward.

Mr. Brandt's appeal is not bad. He has some very solid points, I believe there is a real risk EPS could get nothing. If we can settle for the \$15,000.00 he offered , that is acceptable to cover the exposures that EPS currently has with the IRS. I believe Mrs. Kern-Fuller only wants more to

satisfy her own needs. EPS does have debtors, but this is an LLC and those matters have been addressed in bankruptcy court. The only person beyond IRS that stand to make any money is Mrs. Kern-Fuller-even the trustee knew that and abandoned the case. But she's too wrapped up with her friend, employee, and office tenant Susan Lockwood to see things straight for me and EPS and settle.

I don't know if you can assist me or not, but I thank you for your time. As a courtesy and even though I have no formal legal training, I'm try to avoid ex parte communication, I have CC'd all parties involved.

Sincerely,

A handwritten signature in cursive script that reads "David C. Dameron".

David C. Dameron
Managing Member EPS Advisors, LLC