

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Hon. S. Jackson Kimball, III
York County Master in Equity

RECEIVED
JAN 22 2019
SC Court of Appeals

Appellate Case No. 2018-000411

Suzette LeFebvre.....Appellant

vs.

Blanco GmbH+CO.KG.....Respondent

APPENDIX TO RECORD ON APPEAL

January 17, 2019

P. John Freeman
Halford Niemiec & Freeman, L.L.P.
238 Rockmont Drive
Fort Mill, South Carolina 29708
803-547-6618
803-547-6638 (fax)

Other Counsel of Record:
Robert A. Bernstein
Bernstein & Bernstein, P.A.
5418-B Rivers Avenue
Charleston, SC 29413-0519
Attorney for Respondent

APPENDIX INDEX

Stipulation of Facts.....244

STATE OF SOUTH CAROLINA)
)
 COUNTY OF YORK)
)
 Suzette LeFebvre,)
)
) Plaintiff,)
)
 vs.)
)
 Blanco GmbH+CO., KG.,)
)
) Defendant.)

IN THE COURT OF COMMON PLEAS
 CASE NO. 2017-CP-46-1149

STIPULATION OF FACT

FILED-RECEIVED
 2018 JAN 16 PM 12:32
 DAVID HAMILTON
 C.C.P. & GS
 YORK COUNTY, SC

The parties hereto hereby stipulate to the following facts:

1. On May 23, 2007, the property known as 419 York Southern Road (hereinafter the PROPERTY) was deeded to Vito Antonio Laera; a true and correct copy of the deed of the PROPERTY to Vito Antonio Laera is attached hereto as Exhibit "A" to this Stipulation.
2. The Plaintiff claims an interest in the PROPERTY by reason of her marital relationship to and with Vito Antonio Laera pursuant to S.C. Code Ann. §20-3-610.
3. On March 26, 2014, the Plaintiff filed a Complaint for divorce against Vito Antonio Laera in the Family Court for York County, South Carolina, bearing docket number 2014-DR-46-623 (hereinafter the FAMILY COURT ACTION); a true and correct copy of the civil coversheet, Summons and Complaint in the FAMILY COURT ACTION are attached hereto as Exhibit "B" to this Stipulation.
4. On October 3, 2014, the Defendant filed an exemplified copy of a foreign judgment against Vito Antonio Laera in the York County Court of Common Pleas, bearing docket number 2014-CP-46-3272 (hereinafter the FOREIGN JUDGMENT ACTION); a true and correct copy of the civil coversheet, Notice of Filing of Foreign Judgment, Affidavit in Support and the Foreign Judgment in the FOREIGN JUDGMENT ACTION are attached hereto as Exhibit "C" to this

Stipulation.

5. On October 31, 2014, the Court entered a final order of Decree of Divorce in the FAMILY COURT ACTION; a true and correct copy of the Decree of Divorce in the FAMILY COURT ACTION is attached hereto as Exhibit "D" to this Stipulation.

6. No person or party to the FAMILY COURT ACTION filed or recorded a notice of the pendency of the FAMILY COURT proceedings in the York County Court of Common Pleas, i.e., a lis pendens, prior to the entry of the Decree of Divorce in the FAMILY COURT ACTION.

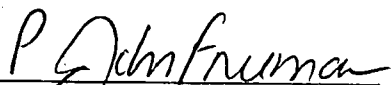
7. On January 7, 2015, Vito Antonio Laera deeded the PROPERTY to himself and the Plaintiff, which was recorded with the York County Clerk of Court on January 16, 2015 and recorded in Book 14617, Pages 86 - 88; a true and correct copy of the January 7, 2015 deed to the PROPERTY is attached hereto as Exhibit "E" to this Stipulation.

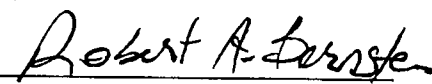
8. On May 16, 2016, Vito Antonio Laera deeded his remaining interest in the PROPERTY to the Suzette Lefebvre Trust N/A, which was recorded with the York County Clerk of Court on May 16, 2016 and recorded in Book 15656, Pages 170 - 172; a true and correct copy of the May 16, 2016 deed to the PROPERTY is attached hereto as Exhibit "F" to this Stipulation.

WE SO STIPULATE!

HALFORD, NIEMIEC AND FREEMAN, LLP

BERNSTEIN & BERNSTEIN, P.A.


Matthew R. Niemiec
P. John Freeman, Jr.
238 Rockmont Dr.
Fort Mill, SC 29708
(803) 547-6618; (803) 547-6638 (fax)
matt@fortmilllaw.com;
jfreeman@fortmilllaw.com
ATTORNEYS FOR PLAINTIFF


Robert A. Bernstein
5418-B Rivers Avenue
North Charleston, SC 29406-6129
(843) 529-1111; (843) 529-0035 (fax)
rbernstein@bernsteinpa.com
ATTORNEYS FOR DEFENDANT

January 8
December 28, 2018

December 28th, 2017

environmental condition or quality of the Property, permitted development, the use to which the Property may be put or any other matter or thing affecting or pertaining to the Property, and except for Grantor's warranty contained in this deed and Grantor's specific representations and warranties contained in that certain Agreement for Purchase and Sale of Real Property dated on or about December 27, 2006, as amended (collectively, the "Contract") by and between Grantor and Grantee, Grantee hereby expressly acknowledges and agrees that its acceptance of this conveyance of the Property is "as-is" and "with all faults." Except for Grantor's warranty contained in this deed and Grantor's specific representations and warranties contained in the Contract, Grantor hereby disclaims any and all warranties, express or implied, with respect to the condition or habitability of the Property, including without limitation any warranties of merchantability or fitness for a particular purpose.

And Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the premises unto Grantee, its successors and assigns against the Grantor and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

[SIGNATURE PAGE FOLLOWS]

CLT 1024613v6

BK09264 P00047

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

STERLING PROPERTIES OF THE
CAROLINAS, LLC,
a South Carolina limited liability company

Charles H. Cranford
Signature of Witness #1

Charles H. Cranford
Print Name of Witness #1

By: *Jerry Pettus Jr*
Print Name: Jerry Pettus Jr
Title: Member

Cynthia E. Bobersky
Signature of Witness #2

Cynthia E. Bobersky
Print Name of Witness #2

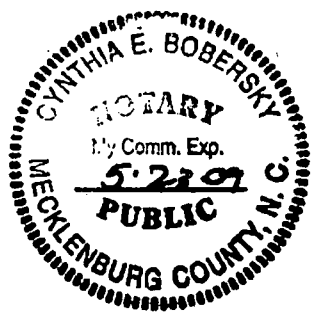
(Notary Acknowledgment appears on the next page.)

Personally appeared before me, Charles H. Cranford (First Witness) and made oath that he/she saw the within named STERLING PROPERTIES OF THE CAROLINAS, LLC, a South Carolina limited liability company, by Jerry Pettus, Jr., its Member, execute and deliver the within written Deed, as the act and deed of the limited liability company, and that he/she with Cynthia E. Bobersky (Second Witness) witnessed the execution thereof.

Sworn to before me this 23
day of May, 2007.

CH Cranford
First Witness

Cynthia E. Bobersky
Notary Public for NC
My Commission Expires 5-23-09



[NOTARY SEAL]

CLT 1024613v6

BK09264 P00049

FROM
STERLING PROPERTIES OF THE CAROLINAS, LLC,
a South Carolina limited liability company,
TO
VITO ANTONIO LAERA

Legal Description

All that certain piece, parcel or lot of land, lying and being situate in Fort Mill, York County, South Carolina, containing 6.539 acres, more or less, more particularly described and shown on Survey entitled "Sterling Properties of the Carolinas, LLC" prepared by Hucks and Associates, PC dated December 8, 1999, and being described in that certain deed from Ciba-Geigy Corporation to Jerry H. Pettus, Sr., Eleanor P. Pettus and Jerry Pettus, Jr., dated August 19, 1994, recorded August 23, 1994, Book 1078 at Page 306, Office of the Clerk of Court for York County, South Carolina.

DERIVATION: This is the identical real property conveyed to Sterling Properties of the Carolinas, LLC by deed of Jerry H. Pettus, Sr. and Eleanor P. Pettus and Jerry H. Pettus, Jr. recorded December 15, 1999 in Book 2961 at Page 192, RMC Office for York County, SC.

CLT 1024613v6

BK09264 PG0050

FROM
STERLING PROPERTIES OF THE CAROLINAS, LLC,
a South Carolina limited liability company,
TO
VITO ANTONIO LAERA

Item numbers e. through h. contained in Schedule B-Section II of Security Title Guarantee Corp. of Baltimore Commitment No. 897487 dated February 12, 2007.

The "Right-of-Way" as defined in paragraph 1 of that certain Option and Lease Agreement dated June 26, 1998 between and among Jerry H. Pettus, Sr. and Eleanor P. Pettus and Jerry H. Pettus, Jr. and Heidi O. Pettus and Gearon Communications, a division of American Tower Systems, L.P.

That certain Lease Agreement dated on or about December 10, 2004 by and between Grantor and P. Kaufmann, Inc., as the same may have been amended from time to time.

CLT 1024613v6

BK09264 P00051

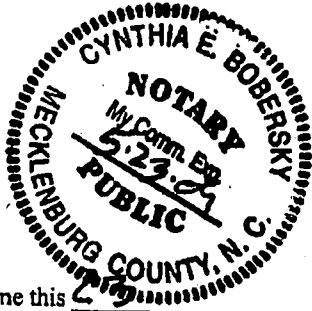
COUNTY OF YORK
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 419 York Southern Road, in Fort Mill, York County, South Carolina, being identified as County Tax Map Number 728-00-00-030, was transferred by STERLING PROPERTIES OF THE CAROLINAS, LLC, a South Carolina limited liability company, to Vito Antonio Laera on May 29, 2007.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as transfer for consideration paid or to be paid in money or money's worth
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information): _____
(If exempt, skip items 4-7 and go to item 8.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth.
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: -0-.
6. The deed recording fee is computed as follows:

| | |
|---|----------------|
| (a) Place the amount listed in item 4 above here: | \$2,000,000.00 |
| (b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.) | \$ 0.00 |
| (c) Subtract Line 6(b) from Line 6(a): | \$2,000,000.00 |
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$7,400.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as _____ of Seller.

CLT 1024613v6

BK 09264 P0052



STERLING PROPERTIES OF THE CAROLINAS, LLC, a South Carolina limited liability company

By: [Signature]
Name: Jerry Pettus Jr.
Title: Member

SWORN to before me this 2 day of May, 2007.

[Signature]
Notary Public for NC
My commission expires: 5.23.09

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;

CLT 1024613v6

BK09264 PG0053

beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Suzette Lefebvre

vs.

Vito Antonio Laera

IN THE FAMILY COURT
16TH JUDICIAL CIRCUIT

FILED-RECEIVED

2014 MAR 26 PM 4:38

FAMILY COURT COVERSHEET

ORIGINAL

DAVID HAMILTON
FAMILY COURT

Case No. 2014-DR-46-623

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for docketing purposes for the Clerk of Court and must be signed and dated, and filled out completely. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

Submitted by: P. John Freeman
Address: 238 Rockmont Drive
Fort Mill, SC 29708
Email: jfreeman@fortmilllaw.com

SC Bar #: 64178
Telephone #: 803-547-6618
Fax #: 803-547-6638
Other: _____



DOCKETING INFORMATION (Check one box below if filing in a Mandatory Mediation County)

- This case is subject to MEDIATION pursuant to the Family Court Alternative Dispute Resolution Rules.
- This case is exempt from ADR (certificate attached).

Nature of Action Codes
(Check One)

Marital Dissolution

- Divorce (110)
- Annulment (120)
- Separate Support and Maintenance (130)
- Registration of Foreign Divorce Decree - without support/custody (190)
- Registration of Foreign Divorce Decree - with support/custody (191)
- Marital Dissolution - Other (199) _____

Abuse and Neglect

- Abuse and Neglect - Child (210)
- Abuse and Neglect - Adult (220)
- Abuse and Neglect - Other (299) _____

Juvenile Delinquency

- Truancy (311)
- Incurable (312)
- Runaway (313)
- Criminal Offense (320)
- Juvenile Delinquency - Other (399) _____

Protection from Domestic Abuse

- Domestic Abuse - Intimate Partner (410)
- Domestic Abuse - Minor (420)
- Registration of Foreign Order of Protection (490)
- Domestic Abuse - Other (499) _____

Support

- Child Support - Private (501)
- Child Support - Administrative Process (502)
- Child Support - Judicial Process (503)
- Registration of Foreign Order of Support (504)
- UIFSA - Outgoing (505)
- UIFSA - Incoming (506)
- Modification of Child Support - Private (507)
- Modification of Child Support - DSS (508)
- Modification of Alimony (525)
- College Expenses (530)
- Support - Other (599) _____

Custody/Visitation

- Child Custody/Visitation (610)
- Modification of Custody/Visitation (615)
- Registration of Foreign Child Custody Order (690)
- Custody/Visitation - Other (699) _____

Miscellaneous Actions

- Name Change (710)
- Correction/Birth Record (720)
- Judicial Bypass (730)
- Adoption (740)
- Foreign Adoption (741)
- Post Dissolution Equitable Distribution (750)
- Paternity - Private (761)
- Paternity - DSS (762)
- Termination of Parental Rights - Private (771)
- Termination of Parental Rights - DSS (772)
- Miscellaneous Actions - Others (799) _____

Submitting Party Signature:

P. John Freeman

Date: 3/26/14

Custodial Parent (if applicable):

[Signature]

Note: Frivolous civil proceedings are subject to sanctions pursuant to Rule 11, SCRPC and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et seq.

SCCA 467 (6/2013)

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York Counties.

SUPREME COURT RULES REQUIRE MEDIATION OF ALL CONTESTED DOMESTIC RELATIONS ACTIONS. IF THE DOCKETING INFORMATION ON PAGE 1 OF THIS COVERSHEET INDICATES THAT THIS CASE IS SUBJECT TO MEDIATION YOU ARE NOTIFIED THAT MEDIATED SETTLEMENT CONFERENCES ARE REQUIRED IN THIS CASE, AND THAT THE COURT-ANNEXED ADR RULES SHALL APPLY TO ALL CASES IN WHICH MEDIATION IS REQUIRED. FOR ADDITIONAL INFORMATION CONCERNING THE PROCESS AND TIME FRAMES, PLEASE CONSULT THE ADR RULES. KEY SECTIONS OF THE RULES ARE IDENTIFIED BELOW.

CONTESTED ACTIONS INVOLVING CUSTODY AND VISITATION

| | |
|-------------------------|---|
| Rule 3 | Actions Subject to ADR |
| Rule 4(d)(1)(3)(4) &(5) | Appointment of Mediator by Family Court |
| Rule 5(g) | Scheduling in Family Court |
| Rule 6(g) | Agreement in Family Court |
| Rule 7(f) | Reporting Results of Conference |
| Rule 9 | Compensation of Neutral |

ALL OTHER CONTESTED ACTIONS

| | |
|-------------------------|---|
| Rule 3 | Actions Subject to ADR |
| Rule 4(d)(2)(3)(4) &(5) | Appointment of Mediator by Family Court |
| Rule 5(g) | Scheduling in Family Court |
| Rule 6(g) | Agreement in Family Court |
| Rule 7(f) | Reporting Results of Conference |
| Rule 9 | Compensation of Neutral |

Indigent Cases: Where a mediator has been appointed, a party may move before the Chief Judge for Administrative Purposes to be exempted from payment of neutral fees and expenses based upon indigency. Applications for indigency shall be filed no later than ten (10) days after the ADR conference has been concluded. Determination of indigency shall be in the sole discretion of the Chief Judge for Administrative Purposes.

Please Note: Attendance at mediated settlement conferences is mandatory. You must comply with the Supreme Court rules regarding court-ordered mediation. Failure to do so may affect your case and may result in sanctions.

Note: Frivolous civil proceedings are subject to sanctions pursuant to Rule 11, SCRPC and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et seq.

SCCA 467 (6/2013)

ORIGINAL

STATE OF SOUTH CAROLINA - RECEIVED FAMILY COURT OF THE COUNTY OF YORK 2014 MAR 26 PM 4:38 16th JUDICIAL CIRCUIT

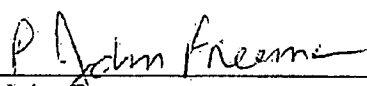
| | | |
|---------------------|---|-------------------------|
| Suzette Lefebvre, | DAVID HAMILTON FAMILY COURT) YORK COUNTY, SC) | SUMMONS |
| Plaintiff, |) | |
| v. |) | FILE NO. 2014-DR-46-623 |
| Vito Antonio Laera, |) | |
| Defendant. |) | |

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully Submitted,

HALFORD, NIEMIEC & FREEMAN, LLP



P. John Freeman
238 Rockmont Drive
Fort Mill, South Carolina 29708
Telephone: 803-547-6618
Facsimile: 803-547-6638

ATTORNEY FOR THE PLAINTIFF

March 26, 2014
Fort Mill, South Carolina

ORIGINAL

STATE OF SOUTH CAROLINA RECEIVED IN THE FAMILY COURT OF THE
YORK COUNTY 2014 MAR 26 PM 4:38 SIXTEENTH JUDICIAL CIRCUIT

Suzette LeFebvre,
Plaintiff,

DAVID HAMILTON
FAMILY COURT
YORK COUNTY, SC

vs.

COMPLAINT

Vito Antonio Laera,

Defendant.

File Book #2014-DR-46-623

TO: THE DEFENDANT ABOVE-NAMED:

COMES NOW the Plaintiff, Suzette LeFebvre, and complains of the acts and/or omissions of Defendant, Vito Antonio Laera, in the following particulars, *to wit*:

1. *Jurisdiction and Venue.* The defendant is a citizen and resident of York County, South Carolina, and has been so for a period in excess of twelve months immediately preceding the commencement of this action. The statutory basis of jurisdiction is S.C. Code Ann. §20-3-30.
2. *Marriage.* The parties were married May 19, 2001 and are husband and wife.
3. *Children.* Two (2) children were born to the marriage of the parties, *to wit*: [REDACTED] born [REDACTED] and [REDACTED] born [REDACTED]
4. *Lack of Collusion.* The parties have not colluded and the act or acts complained of by the Plaintiff were not done with the knowledge or assent of the plaintiff for the purpose of obtaining a divorce.
5. *Adultery.* The Defendant is committing adultery. The Defendant has had inclination and opportunity to commit adultery and, in fact, has engaged in and committed adultery during the course of the parties' marriage, and continued to engage in the same since he

moved out of the marital residence. The Plaintiff is entitled to a divorce on the grounds of adultery.

6. *Separation.* The parties have lived separate and apart since December 7, 2012.
7. *One Year's Continuous Separation.* In the alternative, the Plaintiff would show she is entitled to a divorce on the grounds that the parties have not cohabitated as husband and wife in over one (1) year and have lived separate since the separation date set forth above.
8. *Child Custody.* The Plaintiff is the fit and proper person to maintain custody of the minor children herein. The best interests of the minor children would be served by sole custody to the Plaintiff. The minor children have been in the primary care and custody of the Plaintiff since the parties separated. The Defendant has had regular contact with the minor children.
9. *Child Support.* The minor children herein rely on both parents for the necessities of life. Both parties are fit and capable of earning an income. The Plaintiff needs the financial support of the Defendant. The Plaintiff requests child support from the Defendant as determined by the South Carolina Department of Social Services Guidelines.
10. *Equitable Apportionment of Property.* The parties acquired real and personal property during their marriage. The parties acquired debts during their marriage. The parties are entitled to an equitable apportionment of their marital property and marital debts.
11. *Alimony.* The Plaintiff believes she is entitled to permanent periodic alimony and hereby requests the same.

12. *Attorney's Fees and Suit Money.* The Plaintiff cannot afford to pay her attorney. The Plaintiff has a meritorious cause of action. The necessity of this proceeding resulted from the Defendant's conduct. The Plaintiff is entitled to recover her attorney's fees and costs.
13. *Discovery.* The ability of the parties to prepare their cases, judicial economy, and the ends of justice will be served by this court allowing each party all discovery available under Rules 26-37, SCRCP.
14. *Guardian ad Litem.* Should the Defendant claim custody, the appointment of a guardian ad litem may be needed to protect the interests of the minor child during this litigation.
15. *Temporary and Pendente Lite Relief.* The Plaintiff will suffer irreparable harm unless she is granted temporary relief including sole custody of the minor children herein, child support, temporary and permanent support and maintenance, use of property as an incident of support, injunctive relief, appointment of a guardian ad litem if the Court deems necessary, discovery, and attorney's fees.

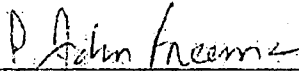
WHEREFORE, the Plaintiff prays for a Decree of Divorce and for the following temporary and permanent ancillary and collateral relief:

- a. Sole custody of the parties' minor children;
- b. Child support as determined by the SC DSS guidelines;
- c. A Divorce on the grounds of the Defendant's adultery;
- d. In the alternative, a divorce on the grounds of a one years' continuous separation;
- e. An equitable apportionment of all marital property and debts acquired by the parties during their marriage;
- f. Permanent periodic alimony and temporary support and maintenance;
- g. If necessary, as stated above in Paragraph Fourteen (14), appointment of a guardian *ad litem* to protect the interests of the minor child of the parties;

- h. Attorney's fees, costs and suit money in a reasonable sum;
- i. Allowance to each party of all discovery available under Rules 26-37, SCRPC.
- j. Such other and further relief as the Court might deem just and proper.

RESPECTFULLY SUBMITTED,

HALFORD, NIEMIEC & FREEMAN, LLP



P. John Freeman
238 Rockmont Drive
Fort Mill, South Carolina 29708
Telephone: 803-547-6618
Facsimile: 803-547-6638

ATTORNEYS FOR THE PLAINTIFF

March 26, 2014.

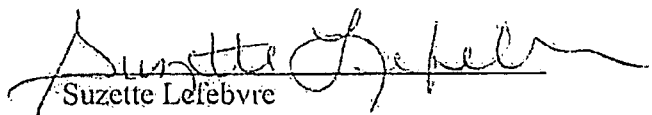
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STATE OF SOUTH CAROLINA
COUNTY OF YORK

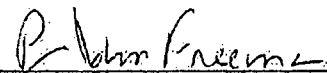
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DAVID HAMILTON
FAMILY COURT
YORK COUNTY, SC

Suzette Lefebvre, being duly sworn, says that she is the Plaintiff herein, and that she has read the foregoing Complaint and knows the contents thereof; that the same is true of her own knowledge, except as to the matters therein stated to be alleged on information and belief; and to those matters she believes them to be true.


Suzette Lefebvre

SWORN to and subscribed before me)
this 26th day of March, 2014)


Notary Public for South Carolina)
My Commission Expires: 5/15/19)

STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE FAMILY COURT

ORIGINAL

Suzette Lefebvre,
 Plaintiff

FILED-RECEIVED
2014 MAR 26 PM 4: 38

CASE NO.
2014-DR-46- 623

v.

DAVID HAMILTON MOTION AND ORDER INFORMATION
FAMILY COURT FORM AND COVER SHEET
YORK COUNTY, SC

Vito Antonio Laera,
 Defendant.

| | |
|---|---|
| Plaintiff's Attorney: P. John Freeman, Bar No. 64178 Address: 238 Rockmont Drive Fort Mill, SC 29718 phone: 803-547-6618 fax: 803-548-6638 e-mail: jfreeman@fortmilllaw.com other: | Defendant's Attorney: , Bar No. Address: phone: fax: e-mail: other: |
|---|---|

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

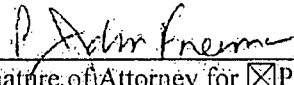
SECTION I: Hearing Information

Nature of Motion: Divorce
 Estimated Time Needed: 15 minutes Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

Written motion attached
 Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


 Signature of Attorney for Plaintiff / Defendant

March 26, 2014
 Date submitted

SECTION III: Motion Fee

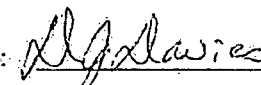
PAID - AMOUNT:
 EXEMPT: Rule to Show Cause in Child or Spousal Support
 (check reason) Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRPC)
 Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions.
 Name of Court Reporter:
 Other: Final Hearing

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.
 Other:

JUDGE _____
 CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by:  _____ Date Filed: 3/26/2014

MOTION FEE COLLECTED: 85
 CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA
COUNTY OF YORK

FILED - RECEIVED
2014 MAR 26 PM 4:50

FAMILY COURT OF THE
SIXTEENTH JUDICIAL CIRCUIT

ORIGINAL

Suzette Lefebvre,
Plaintiff,

vs.

Vito Antonio Laera,
Defendant.

DAVID HAMILTON
FAMILY COURT
YORK COUNTY, SC

NOTICE OF MOTION AND
MOTION FOR TEMPORARY
RELIEF

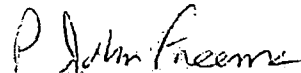
File Book #2014-DR-46- 623

TO: THE DEFENDANT ABOVE NAMED:

COMES NOW, the above-named Plaintiff, by and through his undersigned attorney, and moves on the tenth day hereafter, or as soon thereafter as possible, for the temporary relief set forth in the Complaint, including but not limited to, sole custody of the parties' minor children, child support as determined by the SC DSS guidelines, an equitable apportionment of all marital property and debts acquired by the parties during their marriage, permanent periodic alimony and temporary support and maintenance, if necessary, appointment of a guardian ad litem to protect the interests of the minor child of the parties, attorney's fees and suit money in a reasonable sum and allowance to each party of all discovery available under Rules 26-37, SCRCP.

Respectfully Submitted,

HALFORD, NIEMIEC & FREEMAN, LLP



P. John Freeman
238 Rockmont Drive
Fort Mill, SC 29708
Telephone: 803-547-6618
Facsimile: 803-547-6638

ATTORNEY FOR THE PLAINTIFF

March 26, 2014
Fort Mill, South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE FAMILY COURT OF THE
JUDICIAL CIRCUIT

Suzette Lefebvre

Plaintiff,

Vito Antonio Laera

Defendant,

FILED-RECEIVED

OCT 24 10:20

DAVID W. BELL
CLERK OF COURT
YORK COUNTY, SC

FINANCIAL DECLARATION
OF Suzette Lefebvre

Case No: 2014 - DR - 46 - 623

HUSBAND/FATHER:

Address:

Age:

Occupation:

Employer:

Employer Address:

WIFE/MOTHER:

Address: 1516 Glenn Valley Drive, Matthews, NC 28105

Age: 44

Occupation: House Wife

Employer:

Employer Address:

| Gross Monthly Income | Husband/Father | Wife/Mother |
|---|----------------|------------------|
| Principal Earnings from Employment ¹ | | |
| Overtime, Tips, Commission, Bonuses ² | | |
| Pensions, Retirement, and Annuities income | | |
| Additional Employment income | | |
| Social Security Benefits (SSA) and VA Benefits | | |
| Disability and Worker's Compensation Benefits | | |
| Unemployment and AFDC | | |
| Spousal or Child Support (from other marriage/relationship) | | 15,000.00 |
| Dividends, Interest, Trust Income, and Capital Gains | | |
| Rental Income and Business Profits | | 12,565.00 |
| Other (Specify): | | |
| TOTAL GROSS MONTHLY INCOME | | 27,565.00 |

| Payroll Deductions from Monthly Income | Husband/Father | Wife/Mother |
|--|----------------|------------------|
| Federal Income Tax ³ | | |
| State Income Tax | | |
| Social Security and Medicare Tax (FICA) | | |
| Self-Employment Tax | | |
| Health and Dental Insurance (Adult) | | |
| Health and Dental Insurance (Child) | | |
| Union Dues | | |
| Voluntary Retirement Contribution (401(k), 457, IRA) | | |
| Mandatory Retirement Contribution | | |
| Savings Plan | | |
| Other (Specify): | | |
| TOTAL MONTHLY DEDUCTIONS | | |
| NET MONTHLY INCOME ⁴ | | 27,565.00 |

Estimate monthly expenses: (Specify which party is the custodial parent and list name and relationship of all members of household)
SCCA 430 (4/08) 1 of 5

whose expenses are included.

| MONTHLY EXPENSES ⁵ | Husband/Father | Wife/Mother |
|--|----------------|------------------|
| Residential Rent Payment | | 0 |
| Note or Mortgage Payment on Residence(s) | | 3,400.00 |
| Food and Household Supplies ⁶ | | 1,600.00 |
| Utilities, Water, and Garbage Collection | | 750.00 |
| Telephone and Cellular Phone | | 400.00 |
| Medical, Dental and Disability Insurance Premiums (not deducted from paycheck) | | 1,250.00 |
| Child Support (from other relationship) | | 600.00 |
| Work Related Day Care | | 0 |
| Spousal Support (from prior marriage) | | 0 |
| Auto Payment | | 0 |
| Auto Insurance, taxes, gasoline, and maintenance ⁷ | | 450.00 |
| SUBTOTAL: <input type="text"/> | | |
| Real Property Tax on Residence(s) | | 800.00 |
| Maintenance for household ⁸ | | 500.00 |
| Adult Clothing | | 150.00 |
| Children's Clothing ⁹ | | 300.00 |
| Cable Television, Satellite, and Internet/Online Services | | 400.00 |
| Laundry and Dry Cleaning ¹⁰ | | 100.00 |
| Medical and Dental Expenses (not paid by insurance) | | 200.00 |
| Prescriptions, Glasses, and Contacts (not paid by insurance) | | 100.00 |
| Children's incidental expenses ¹¹ | | 300.00 |
| School lunches, supplies, field trips, and fees ¹² | | 350.00 |
| Entertainment ¹³ | | 1,200.00 |
| Adult Incidental expenses ¹⁴ | | 12,564.62 |
| All Installment payments ¹⁵ | | 0 |
| SUBTOTAL: <input type="text"/> | | |
| TOTAL MONTHLY EXPENSES | | 25,414.62 |

Installment Loan Payments Section

| Creditor | For | Monthly Payment | Balance | Owed by ¹⁶ |
|----------|-----------------------|-----------------|------------|-----------------------|
| US Bank | Mortgage on Warehouse | 12,564.62 | 955,000.00 | Husband |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Other Debts and Obligations *not* payable in monthly installments

| Creditor | For | Date Payable | Balance | Owed by ¹⁶ |
|----------|-----|--------------|---------|-----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Are you currently in Bankruptcy? YES NO

Are any obligations listed above, including mortgage and note payments, in arrears? YES NO

If yes, please list the obligations in arrears.

All Marital Property Known to Parties

| Assets: | Husband/Father | Wife/Mother | Joint |
|--|---------------------|---------------------|-----------|
| Cash and Money in Checking Account(s) ¹⁷ | 1,000,000.00 | 42,500.00 | |
| Money in Savings Account(s), Credit Union, Money Mkt, or Cert. of Dep. | | | |
| Value of Voluntary Retirement Account(s) | 64,000.00 | 18,000.00 | 44,000.00 |
| Value of Pension Account | | | |
| Value of Publicly Held Stocks, Bonds, Securities, Mutual Funds ¹⁸ | | | |
| Value of Privately Held Stocks and Other Business | 5,000,000.00 | | |
| Value of Real Estate - Net of Mortgage Balances ¹⁹ | TBD | TBD | TBD |
| Value of All Other Property ¹⁷ | Please See Attached | Please See Attached | |
| TOTAL ASSETS | TBD | TBD | TBD |

Any Non Marital Property Known to Parties

| Description of Asset | Title Owner | Date of Acquisition | Source of Funds to Acquirer | Estimate Present market Value |
|----------------------|-------------|---------------------|-----------------------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If total assets are less than \$300,000.00, sign and have notarized.

If total assets are greater than \$300,000.00, itemize assets by completing additional sections below and sign and have notarized.

Financial Accounts Section¹⁸

| Owner | Name of Institution | Type of Account | Balance |
|-----------|---------------------|-----------------|----------|
| Plaintiff | Bank of America | Checking | 6,500.00 |
| | | | |
| | | | |
| | | | |

Voluntary Retirement Accounts and Pension Accounts Section

| Type of Account | Value |
|--------------------------------|-------|
| AXA Equitable | TBD |
| Alliance Bernstein Investments | TBD |
| | |
| | |

Publicly Held Stocks, Bonds, Securities, Mutual Funds Section (Non-Retirement)¹⁹

| Name of Company | Number of Shares/Type of Account | Value |
|-----------------|----------------------------------|-------|
| | | |
| | | |
| | | |
| | | |

Real Estate Section²⁰

| Owner | Address | Value | Mortgage Balance | Mortgage Equity |
|-----------|---|--------------|------------------|-----------------|
| Defendant | 1516 Glenn Valley Drive Matthews, NC 28105 | 875,000.00 | 675,000.00 | 200,000.00 |
| Defendant | 2513 Ashbywoods Drive Matthews, NC 28105 | 249,000.00 | 209,000.00 | 40,000.00 |
| Defendant | 419 York Southern Road Fort Mill, SC 29715 | 2,250,000.00 | 900,000.00 | 1,350,000.00 |
| Both | 5960 SW 32 Terrace Fort Lauderdale, FL 33312 | 275,000.00 | 0 | 275,000.00 |
| | | | | |

Junette L. Lafarre
Signature

Sworn to before me this 24th of Oct,
2014

P. Ann Freeman (SEAL)
Notary Public for South Carolina
My commission expires: 5/15/14

1. A recent paystub should be attached to the Financial Declaration. To compute Principal Earnings from Employment, first determine whether you are paid semi-monthly, biweekly, or weekly. If you are paid semi-monthly, multiply the gross amount of your pay check by two. If you are paid biweekly, multiply the gross amount of your pay check by 26 and then divide by 12. If you are paid weekly, multiply the amount of your paycheck by 52 and divide by twelve. Round to the nearest whole dollar.
2. To compute Overtime, Tips, Commission, and/or Bonuses, take an average of your monthly earnings from overtime, tips, commission, bonuses, etc. from the past three years or the length of employment if employed less than three years (including this year).
3. To compute State, Local, and Social Security Tax deductions, use the same formula used to compute principal earnings in endnote 1 above, or consult or have your attorney consult an accountant.

4. Net monthly Income is equal to Total Gross Monthly Income minus Total Monthly Deductions.
5. Do not include any expense in the Monthly Expenses section that has already been included in the Deductions from Gross Monthly Income on page one of the Declaration.
6. Food Expense is to include the cost of groceries, toiletries, cleaning supplies, and casual eating out.
7. Auto Expenses are to include gasoline, oil changes, tune-ups, tire replacement, maintenance, and related items.
8. Maintenance for Household is to include appliance and household repairs, landscaping, house cleaning, pest control, pool service, alarm service, and other related items.
9. Clothing Expense is to include shoes and clothing purchases, clothing repair and alterations, and related items.
10. Laundry Expense is to include the cost of laundry service, dry cleaning, and related items.
11. Children's Incidental Expenses are to include allowance, summer camp, nursery school, baby sitters, lessons, activities, participatory sports, and related items.
12. School Expense is to include tuition, supplies, field trips, dues, tutors, locker rentals, school lunches, and other related items.
13. Entertainment is to include movies, theater, vacations, sporting events, compact discs, digital video discs, and related items.
14. Adult Incidental Expenses are to include cosmetics, hair and nail care, books, magazines, newspapers, business dues, memberships, pets, charity, religious dues or tithes, gifts, bank charges, hobbies, and related items.
15. All Installment Loan Payments is the total amount itemized in Installment Loan Payments Section, which should include all loan payments not already listed as a monthly expense. Examples: home equity loan, credit cards, etc.
16. Indicate which spouse legally owes the payment (husband, wife, or joint).
17. Other property is to include automobiles (minus loan balance), boats (minus loan balance), furniture, furnishings, china, silver, jewelry, collectibles, and other personal property.
18. Itemize Financial Accounts such as checking, savings, credit union, money market, or certificate of deposit accounts in the Financial Accounts Section.
19. Itemize Publicly Held Stocks, Bonds, Securities, Stock Options and Mutual Funds (excluding retirement accounts) in the Publicly Held Stocks, Bonds, Securities, Mutual Funds Section.
20. Itemize each parcel of Real Estate in the Real Estate Section.

STATE OF SOUTH CAROLINA

COUNTY OF YORK

BLANCO GMBH+CO. KG,

Plaintiff(s)

vs.

Vito Antonio Laera, VLANCO INDUSTRIES, LLC, G-TECH-1, Inc., Robert Johnson, Joseph Napolitano and Vilanco Industries, Inc.

Defendant(s)

Submitted By: Anthony D. Hoefler

Address: 207 N. Washington St.

P.O. Drawer 730 Sumter, S.C. 29151

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014-CP - 46-03218



DAVID HAMILTON
CLERK OF COURT
YORK COUNTY

2014 OCT -3 PM 12:49

FILED-RECEIVED

SC Bar #: 2341
Telephone #: 803-773-8431
Fax #: 803-775-9011
Other:
E-mail: lwhhd@fte-i.net

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. [X] NON-JURY TRIAL demanded in complaint.
This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
[X] This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 -CP-, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)

Submitting Party Signature: [Signature]

Date: September 29, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

IN THE COURT OF COMMON PLEAS

2014CP4603372

BLANCO GMBH+CO. KG,)

Plaintiff)

vs)

Vito Antonio Laera, VLANCO INDUSTRIES, LLC,)

G-Tech-1, Inc., Robert Johnson, Joseph Napolitano)

and Vilanco Industries, Inc.,)

Defendants.)

NOTICE OF FILING OF
FOREIGN JUDGMENT

DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

2014 OCT - 3 PM 12:49

FILED-RECEIVED

TO: VITO ANTONIO LAERA, DEFENDANT.


YOU WILL PLEASE TAKE NOTICE That Plaintiff above named, by its undersigned attorneys, has filed the Foreign Judgment, a certified copy of which is attached hereto and made a part hereof, with the Clerk of this Court.

YOU WILL PLEASE TAKE FURTHER NOTICE That you have thirty (30) days from the date of the receipt of this notice to seek relief from the enforcement of this Judgment and that if the Judgment is not satisfied and no relief is sought within that thirty (30) days, the said judgment will be enforced in this State in the same manner as a Judgment of this State.

Plaintiff: BLANCO GMBH+CO. KG,
c/o Steven Mitnick, Esq.
SM Financial Services Corporation
Post Office Box 429
Frenchtown, New Jersey 08825

Clerk of Court: Honorable David Hamilton
Clerk of Court, York County
Post Office Box 649
York, South Carolina 29745-0649

LEVI, WITTENBERG, HARRITT,
HOEFER & DAVIS

By 
Attorneys for Plaintiff
207 N. Washington Street
P. O. Drawer 730
803 773 8431

Sumter, South Carolina

Sept. 29, 2014.

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

IN THE COURT OF COMMON PLEAS

2014CP4603272

BLANCO GMBH+CO. KG,)

Plaintiff)

vs)

AFFIDAVIT

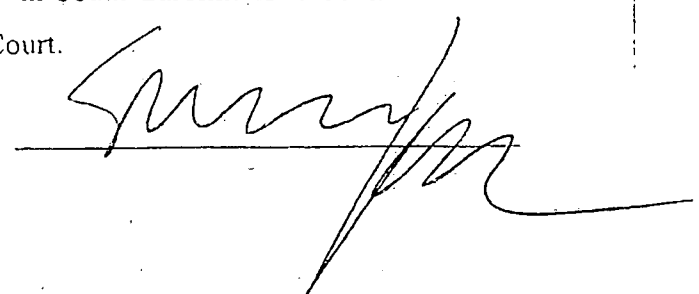
Vito Antonio Laera, VLANCO INDUSTRIES, LLC,)
G-Tech-1, Inc., Robert Johnson, Joseph Napolitano)
and Vilanco Industries, Inc.,)

Defendants.)

FILED-RECEIVED
2014 OCT -3 PM 12:49
DAVID HAMILTON
C.C.D. CLERK
YORK COUNTY, SC

Personally appeared before me, Steven Mitnick, Esq., who, first being duly sworn, on oath, states that she/he is the attorney of record for the Plaintiff in the judgment heretofore obtained in the State of Florida against the above named Defendants, as appears by reference to the attached Exemplification of the said judgment, along with Abstract of same, to which reference is craved for the full itemization of the said judgment and that he makes this Affidavit pursuant to Section 15-35-900, et seq., 1976 Code of Laws of South Carolina, as amended for the purpose of enforcing Plaintiff's judgment in the County and State captioned above:

The Plaintiff above named obtained a judgment on January 21, 2014, against Defendant above named for a principal amount of Six Hundred Thousand and 1/100 (\$600,000.00) Dollars plus attorney's fees in the amount of Two Hundred Twenty-Seven Thousand Three Hundred Eighty-Seven and 00/100 (\$227,387.00) Dollars, non-taxable costs in the amount of Six Thousand Four Hundred Seventy-Seven and 56/100 (\$6,477.56) Dollars and taxable costs in the amount of Seven Hundred Sixty-Nine and 75/100 (\$769.75) Dollars, that the said judgment is final; that it is not further contested and is unsatisfied; that the statutory judgment interest rate in Florida accrues at 4.75% per annum on the aforesaid unpaid principal from January 21, 2014, until the said judgment is docketed, indexed, and rendered enforceable in the State of South Carolina in the same manner as a judgment of that State, and that said principal sum plus accruing interest as aforesaid, plus the costs of filing this judgment in South Carolina is to be the amount that will be docketed and indexed in the office of the Clerk of this Court.



SWORN to before me this 23rd
day of September, A. D., 2014

Judith Anne Adams
Notary Public for the State of New Jersey
My Commission Expires: Sept 6 2015

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 12-61580-CIV-LENARD

BLANCO GMBH + CO. KG,
Plaintiff,

vs.

VLANCO INDUSTRIES, LLC, et al.,
Defendant.

AMENDED CLERK'S ENTRY OF FINAL JUDGMENT

Pursuant to Fed. R. Civ. P. 58 and the Court's Order directing Clerk to enter an Amended Judgment (DE 264), this Amended Final Judgment is entered in favor of Plaintiff Blanco GmbH+Co. KG and against Vito Antonio Laera, Vilanco Industries, LLC, G-Tech-I, Inc., Robert Johnson, Joseph Napolitano, and Vilanco Industries, Inc., jointly and severally, for liquidated damages in the amount of \$600,000.00, attorneys' fees in the amount of \$227,387.00, non-taxable costs in the amount of \$6,477.56, and taxable costs in the amount of \$769.75.

DONE AND ORDERED this 24th day of June, 2014 in the Southern District of Florida.

Steven Larimore
Clerk of Court

BY: s/ Deloris McIntosh
Deputy Clerk

| | |
|---|--------------|
| Certified to be a true and correct copy of the document on file | |
| Steven M. Larimore, Clerk, U.S. District Court Southern District of Florida | |
| By: <u>[Signature]</u> | Deputy Clerk |
| Date <u>6/30/14</u> | |

2014CP4603272

UNITED STATES DISTRICT COURT

SOUTHERN

District of

FLORIDA

EXEMPLIFICATION CERTIFICATE

FILED-RECEIVED
2014 OCT - 31 PM 12:49
DAVID H. WILSON
C.C.C. & S.C.
YORK COUNTY, SC

I, Steven M. Larimore, Clerk of this United States District Court, keeper of the records and seal, certify that the attached documents:
Case Number 12-CV-61580 DE# 265 Amended Clerk's Entry of Final Judgment

are true copies of records of this Court.

In testimony whereof I sign my name and affix the seal of this Court, in this District, at Fort Lauderdale on 6/30/2014

Steven M. Larimore
City
Clerk

[Signature]
(By) Deputy Clerk

I, Joan A. Lenard, a Judicial Officer of this Court, certify that Steven M. Larimore, named above, is and was on the date noted, Clerk of this Court, duly appointed and sworn, and keeper of the records and seal, and that this certificate, and the attestation of the record, are in accordance with the laws of the United States.

7/7/14
Date

[Signature]
Signature of Judge
United States District Court Judge
Title

I, Steven M. Larimore, Clerk of this United States District Court, keeper of the seal, certify that the Honorable Joan A. Lenard, Judge

named above, is and was on the date noted a Judicial Officer of this Court, duly appointed, sworn and qualified, and that I am well acquainted with the Judge's official signature and know and certify the above signature to be that of the Judge.

In testimony whereof I sign my name, and affix the seal of this Court at Fort Lauderdale in this State, on 6/30/2014

Steven M. Larimore
City
Clerk

[Signature]
(By) Deputy Clerk

AO 451 (Rev. 01/09) Clerk's Certification of a Judgment to be Registered in Another District

UNITED STATES DISTRICT COURT

RECEIVED
USDC, CLERK GREENVILLE, SC

for the

Souther District of Florida

2014 APR -7 PM 1:53

6:14-107

BLANCO GMBH + CO. KG)

Plaintiff)

v.)

VLANCO INDUSTRIES, LLC, G-TECH-I, INC., et.al)

Defendant)

Civil Action No. 12-61580-CIV-ROSENBAUM/HUNT

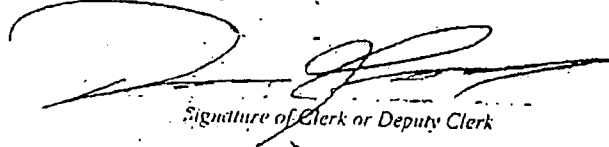
CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 01/21/2014

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending.

Date: 3/21/14

CLERK OF COURT



Signature of Clerk or Deputy Clerk

SAO 132 (Rev. 12/03) Exemplification Certificate

RECEIVED
USOC CLERK GREENVILLE, SC
2014 APR -7 PM 1:58

UNITED STATES DISTRICT COURT

District of _____

EXEMPLIFICATION CERTIFICATE

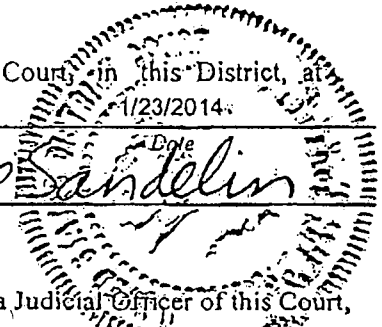
I, Steven M. Larimore, Clerk of this United States District Court, keeper of the records and seal, certify that the attached documents:

are true copies of records of this Court.

In testimony whereof I sign my name and affix the seal of this Court in this District, at Fort Lauderdale on 1/23/2014

Steven M. Larimore
Clerk

Robin S. Rosenbaum
(By) Deputy Clerk



Robin S. Rosenbaum, a Judicial Officer of this Court, certify that Steven M. Larimore, named above, is and was on the date noted, Clerk of this Court, duly appointed and sworn, and keeper of the records and seal, and that this certificate, and the attestation of the record, are in accordance with the laws of the United States.

1/23/2014
Date

Robin S. Rosenbaum
Signature of Judge
U.S. District Judge
Title

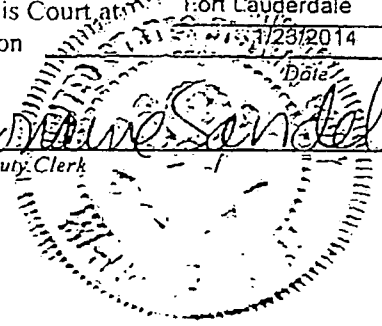
Steven M. Larimore, Clerk of this United States District Court, keeper of the seal, certify that the Honorable Robin S. Rosenbaum, Judge

named above, is and was on the date noted a Judicial Officer of this Court, duly appointed, sworn and qualified, and that I am well acquainted with the Judge's official signature and know and certify the above signature to be that of the Judge.

In testimony whereof I sign my name, and affix the seal of this Court at Fort Lauderdale in this State, on 1/23/2014

Steven M. Larimore
Clerk

Robin S. Rosenbaum
(By) Deputy Clerk



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 12-61580-CIV-ROSENBAUM/HUNT

BLANCO GMBH + CO. KG,

Plaintiff,

v.

VLANCO INDUSTRIES, LLC, G-TECH-I, INC.,
and VITO ANTONIO LAERA,

Defendants.

**AMENDED ORDER ADOPTING MAGISTRATE JUDGE'S REPORT AND
RECOMMENDATION**

This matter is before the Court on Plaintiff's Motion to Re-open and for an Order to Show Cause [ECF No. 79], Plaintiff's Second Motion for Order to Show Cause [ECF No. 95], Defendant's Motion for Order to Show Cause [ECF No. 125], Plaintiff's Motion for Preliminary Injunction [ECF No. 126], Plaintiff's Motion for Default Judgment [ECF No. 153], and Defendant's Motion for Default Judgment [ECF No. 157], which were previously referred to the Honorable Patrick M. Hunt for a Report and Recommendation. Judge Hunt issued a Report and Recommendation on all of the Motions [ECF No. 185], and Defendant Laera has filed objections to the Report and Recommendation [ECF No. 189]. Plaintiff has also filed Objections [ECF No. 188]. For the reasons set forth below, the Court overrules Defendant's Objections, sustains in part and overrules in part Plaintiff's Objections, and adopts Judge Hunt's Report and Recommendation.

I. Background

Plaintiff Blanco GmbH+Co. KG brought this action against Defendants Vlanco Industries, LLC, G-Tech-I, Inc., and Vito Antonio Laera, asserting claims for trademark infringement, cyber-

squatting, and unfair competition. The parties ultimately reached a settlement, and the Court entered a Final Judgment Upon Consent [ECF No. 76], in which the Court retained jurisdiction to enforce the terms of the parties' agreement. The various motions addressed by the Report and Recommendation relate to various issues arising after entry of the Consent Judgment.

II. Discussion

A. Plaintiff's Emergency Motion for Preliminary Injunction [ECF No. 126]

Plaintiff moved for the entry of a preliminary injunction on the grounds that Laera purportedly impersonated Plaintiff and its intellectual property counsel, Franka Kuschnirek, by changing the domain-name account of a GoDaddy domain name registrar to falsely reflect Plaintiff and Kuschnirek as the account owners. *See* ECF No. 126. Judge Hunt recommended that the Motion be denied because Plaintiff failed to satisfy the elements necessary for a preliminary injunction. The Court agrees. In particular, Plaintiff has failed to show that it lacks an adequate remedy at law or that it will suffer irreparable injury if its motion is not granted.

The purpose of a preliminary injunction is to restrain conduct "in those extraordinary situations where irreparable injury might result from delay or inaction." *Alabama v. U.S. Army Corps of Engineers*, 424 F.3d 1117, 1133 (11th Cir. 2005) (citing *United Bonding Ins. Co. v. Stein*, 410 F.2d 483, 486-87 (3d Cir. 1969)). Because its sole function is to forestall future harm, injunctive relief is "completely at odds with a sanction for past conduct that may be addressed by adequate remedies at law." *Id.* As such, even if Defendant wrongfully impersonated Plaintiff, no indication exists that Defendant's alleged wrongdoing is ongoing. Thus, no threat of irreparable injury exists. To the extent that Plaintiff seeks relief from any harm imposed by Defendant's past conduct, Plaintiff

may pursue a legal remedy; hence, equitable relief is barred. Plaintiff's Motion for Preliminary Injunction is therefore denied.

B. Plaintiff's Motions for Contempt [ECF Nos. 79, 95]

1. Plaintiff's Motion to Re-Open and for an Order to Show Cause [ECF No. 79]

Plaintiff requests that the Court find Defendants in contempt of the parties' Consent Judgment. ECF No. 79. In this regard, Plaintiff avers that Defendants (i) filed three applications with the United States Trademark Office containing prohibited designations; (ii) registered fifty-five new domain names containing prohibited designations; (iii) re-directed a number of domain names to a website using the prohibited designation "BLANCO;" and (iv) refused to cooperate in the transfer of certain domain names and transferred ownership of such domain names to third parties. ECF No. 79 at 2-3. In the Report and Recommendation, Judge Hunt found that Plaintiff presented sufficient evidence showing that Defendants, or persons acting in concert with Defendants, violated, and continue to violate, the terms of the Consent Judgment. The Court agrees with Judge Hunt's determination.

The Consent Judgment provides, in pertinent part, that

2. Defendants, their officers, servants, agents, employees, attorneys, and representatives, and/or anyone acting in active concert or participation with any or all of them, are hereby permanently restrained and enjoined from actively engaging in any of the following acts:
 - (a) applying to register with the U.S. Trademark Office and/or using the Infringing Marks and/or any other slogan, name, or mark confusingly similar to the BLANCO Marks, including, without limitation, VALANCO, VIANCO, VLANCO, or BLANCO, but excluding VILANCO and VALCO, which the Defendants may use

...

(c) registering any domain name which consists of or incorporates any slogan, name or mark confusingly similar to the BLANCO Marks, including, without limitation VALANCO, VIANCO, VLANCO, or BLANCO, but excluding VILANCO and VALCO, which the Defendants may use

ECF No. 76 at 2-3. After entry of the Consent Judgment, a third party, Robert Johnson, filed trademark applications that included the term "VLANCO" and registered domain names containing the terms "BLANCO," "VIANCO," and "VLANCO"—all of which constitute prohibited designations under the Consent Judgment.

According to Plaintiff, Robert Johnson is either an alias of Laera or a person acting in concert with Laera. In support of this contention, Plaintiff notes that Johnson's pending trademark applications are virtually identical to those originally filed by Defendants. Indeed, several of the specimens attached to Johnson's applications contain photographs that match those of Defendants' products included in the parties' Stipulation of Settlement and in Plaintiff's original Complaint. *See e.g.*, ECF No. 2-3; ECF No. 79-6; and ECF No. 79-8. Interestingly, the address listed for Robert Johnson in the trademark applications belongs to a leasing office, and no record exists of a Robert Johnson having lived or worked there.

As further evidence of Defendants' relationship with Robert Johnson, Plaintiff points to Defendants' redirection of their former domain names. The Consent Judgment required the registrars of Defendants' infringing domain names to transfer ownership of the domain names to Plaintiff. ECF No. 76 at 7. The Stipulation of Settlement, in turn, required Plaintiff to redirect those domain names to an IP address provided by Defendants for a limited transition period. ECF No. 79-

6 at 6. The IP address provided by Laera, however, redirects users to "blancoamerica.us," a domain name registered to Robert Johnson.

Finally, Robert Johnson is currently listed as the registered agent for Defendant Vilanco Industries, LLC.¹ Laera initially formed the company and was its manager and authorized representative. A Google search of "Vito Laera and Robert Johnson" also revealed a now-inactive Facebook page for "ViLanco-Vito Laera and Company," which stated: "We ship internationally. Ask for Robert Johnson." ECF No. 79-2.

The Court agrees with Judge Hunt that Plaintiff has satisfied its burden of establishing a prima facie case of contempt. "A party seeking civil contempt bears the initial burden of proving by clear and convincing evidence that the alleged contemnor has violated an outstanding court order." *Commodity Futures Trading Com'n v. Wellington Precious Metals, Inc.*, 950 F.2d 1525, 1529 (11th Cir. 1992). Whether or not Robert Johnson is merely an alias—although the facts strongly suggest that he is—ample support exists for the notion that Robert Johnson was at least an agent of Defendants and acted in concert with Laera, and the actions undertaken by them are clear violations of the Consent Judgment. Indeed, it appears that Defendants were utilizing Robert Johnson in order to attempt to circumvent the Consent Judgment.

Once a prima facie showing of contempt has been made, the burden shifts to the contemnor to show that he was unable to comply with the Court's order. *See Commodity Futures Trading*

¹ In January 2013, Defendant changed its name from "Vlanco Industries, LLC," to "Vilanco Industries, LLC." See Articles of Amendment to Articles of Organization, www.sunbiz.org.

Com'n, 950 F.2d at 1529. In Laera's opposition brief to Plaintiff's Motion, Laera stated simply that he had "no information or belief" on the subject. See ECF No. 132 at 47. Additionally, he did not raise the issue in his Objections to the Report and Recommendation. The corporate Defendants have filed no response to Plaintiff's motion, and Judge Hunt therefore recommended that the Court grant Plaintiff's Motion for Default. See ECF No. 153. Because Laera and the corporate Defendants have failed to rebut Plaintiff's showing, the Court concurs with Judge Hunt that Defendants are in contempt of the Consent Judgment.

2. Plaintiff's Second Motion for an Order to Show Cause [ECF No. 95]

Plaintiff then filed a Second Motion for Contempt, alleging further violations of the Consent Judgment by Laera and third parties Joseph Napolitano, Vilanco Industries, Inc., and Robert Johnson. In particular, Plaintiff avers that Laera, in concert with these non-parties, sought to evade the Consent Judgment by filing an ancillary lawsuit and assigning certain trademark rights.

On May 21, 2013, Joseph Napolitano and Vilanco Industries, Inc., instituted an action against Laera in the United States District Court for the District of South Carolina. ECF No. 95-4. In that lawsuit, Joseph Napolitano and Vilanco Industries, Inc., sought a judgment against Laera for the same rights to the trademark and domain names that are encompassed in the Consent Judgment. The basis for the lawsuit involved several license agreements—executed after the commencement of this lawsuit—that purported to grant a license from Laera to Vilanco Industries, Inc., to use numerous trademarks and domain names that are the subject of the present action.

Plaintiff posits that the South Carolina lawsuit was merely an attempt by Laera to obtain an order allowing him to use the trademarks that he had been prohibited from using by the Consent Judgment. In support of this assertion, Plaintiff provides evidence that demonstrates a clear relationship between Laera, Joseph Napolitano, and Vilanco Industries, Inc. Specifically, Laera was the company's incorporator and was listed as the president and registered agent of Vilanco Industries, Inc., in various corporate documents, including the Articles of Dissolution. *See, e.g.*, ECF Nos. 95-5, 95-6. Joseph Napolitano also appears to be an officer of Vilanco Industries, Inc. ECF No. 95-7. The Florida address associated with both Joseph Napolitano and Vilanco Industries, Inc., is Laera's Florida homestead property, and the mailing address provided in the company's Annual Report corresponds to a property owned by Laera. *See* ECF No. 185 at 24. Based on these affiliations, Plaintiff maintains that Joseph Napolitano is an alias of Laera's, and the lawsuit was actually brought by Laera against himself in an effort to retain rights to the use of the prohibited designations.

In light of the evidence provided by Plaintiff, Judge Hunt determined that the South Carolina action was a subversive tactic designed to shirk the terms of the parties' settlement agreement. Judge Hunt noted that compelling evidence existed supporting the notion that Joseph Napolitano was merely an alias, but regardless, Plaintiff had presented enough evidence demonstrating that Joseph Napolitano and Vilanco Industries, Inc., had actual notice of the Consent Judgment and acted in concert with Laera in violating its terms. Moreover, Laera provided insufficient explanation for the license agreements and the ancillary lawsuit, and Laera did not address the issue in his Objections

to the Report and Recommendation. As a result, the Court agrees that Laera, Joseph Napolitano, and Vilanco Industries, Inc., are in contempt of the Consent Judgment.²

Plaintiff has also presented evidence that Laera assigned a fifty-percent ownership interest in twenty-four trademarks to Robert Johnson, in violation of the parties' Stipulation of Settlement. This, along with the other evidence of Robert Johnson's affiliation with Laera, led Judge Hunt to again appropriately conclude that Robert Johnson had notice of the Consent Judgment and acted in concert with Laera in violating its terms.

3. Damages

The Consent Judgment provides for \$150,000 in liquidated damages per violation. ECF No. 76 at ¶ 10. Judge Hunt noted that "the evidence strongly indicates that [Laera] has been using fake names, shell companies, and subversive tactics to violate [the] agreement" and recommended that the Court award Plaintiff \$150,000 per categorical violation. In this regard, Judge Hunt divided the violations into four categories, amounting to a total of \$600,000 in liquidated damages, exclusive of attorney's fees and costs, for which Defendants, Robert Johnson, Joseph Napolitano, and Vilanco Industries, Inc., are jointly and severally liable. See ECF No. 185 at 33. Judge Hunt concluded that injunctive relief is unnecessary because the Consent Judgment already prohibits the conduct that Plaintiff seeks to enjoin. He further recommended that the Court direct the Registrars and Registries

² A non-party may be held in contempt where the non-party violated an order in active concert or participation with a named party and had actual notice of the enjoined acts. See Rule 65, Fed. R. Civ. P.; see also *Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14 (1945) ("[Parties] may not nullify a decree by carrying out prohibited acts through aiders and abettors, although they were not parties to the original proceeding.").

of the domain names containing prohibited designations identified in the Consent Judgment to transfer ownership of the domain names to Plaintiff and that the Court direct the United States Trademark Office to comply with the Consent Judgment and enter judgment in favor of Plaintiff in the opposition/cancellation proceedings identified in Schedule A of the Consent Judgment. The Court finds that the relief recommended is appropriate.

In its Objections to the Report and Recommendation, Plaintiff requests that the Court also direct the United States Trademark Office to abandon with prejudice the three pending trademark applications filed by Robert Johnson. As the Court has determined those applications to be in violation of the Consent Judgment, the Court grants Plaintiff's request. Plaintiff also asks the Court to award injunctive relief with respect to the license agreements between Laera, Vilanco Industries, Inc., and Joseph Napolitano. But such relief is unnecessary because the license agreements are already in direct violation of the Consent Judgment. As the conduct has previously been enjoined, no additional injunction is required.

Finally, the Court agrees with Judge Hunt that Plaintiff must continue to abide by the terms of the Consent Judgment. Despite Defendants' actions in this matter, the Court finds no good cause to relieve Plaintiff of its obligations at this time.

D. Defendant Laera's Motion for an Order to Show Cause [ECF No. 125]

Laera asserts that Plaintiff failed to abide by the terms set forth in the Consent Judgment. Specifically, Laera appears to contend that Plaintiff wrongfully challenged Laera's use of certain designations because he believes that the Consent Judgment allows him to register any name or mark "confusingly similar to 'VILANCO and 'VALCO.'" See, e.g., ECF No. 125 at 4, 10, 11. This

contention is wholly incorrect. The Consent Judgment makes clear that Defendants are permanently enjoined from registering any slogan, name, mark, or domain name that is confusingly similar to "BLANCO," with the *exception* of "VILANCO" and "VALCO." ECF No. 76 at 2-3. Thus, although Defendants are permitted to use the designations "VILANCO" and "VALCO," other confusingly similar designations are expressly prohibited. As a result, Plaintiff's challenges to Defendants' use of the prohibited designations were proper.

Laera also asserts that Plaintiff failed to redirect certain domain names as required by the Stipulation of Settlement. As noted by Judge Hunt, however, Plaintiff has already demonstrated its compliance with the parties' agreement. See ECF No. 185 at 36. For these reasons, Defendant's Motion for an Order to Show Cause is denied.

E. Defendant Laera's Motion for Entry of Default Judgment [ECF No. 157]

Finally, Laera moves for an entry of default judgment against Defendants G-Tech-I, Inc., and Vilanco Industries, LLC, because of their failure to respond to Laera's Counterclaim. Because Judge Hunt granted Plaintiff's Motion to Strike Defendant's Counterclaim [ECF No. 184 at 6], Laera's Motion was properly denied as moot.

III. Conclusion

For the foregoing reasons, it is **ORDERED AND ADJUDGED** as follows:


- I. Magistrate Judge Hunt's Report and Recommendation [ECF No. 185] is hereby **ADOPTED**;

- d. The United States Trademark Office shall comply with the Consent Judgment and is directed to abandon with prejudice the following applications submitted by Robert Johnson: U.S. Trademark Application Serial Nos. 85/911,435 for "VLANCO" (stylized); 85/911,213 for "WWW.VLANCO.COM" (stylized), and 85/911,425 for "VLANCO.COM" (stylized);
- e. Plaintiff shall continue to comply with the Consent Judgment;
- f. Plaintiff is entitled to attorney's fees and costs associated with this action pursuant to the Consent Judgment;

4. Defendant Laera's Motion for an Order to Show Cause [ECF No. 125] is
DENIED;

5. Defendant Laera's Motion for Entry of Default Judgment [ECF No. 157] is
DENIED.

DONE and ORDERED in Fort Lauderdale, Florida, this 21st day of January 2014.



ROBIN S. ROSENBAUM
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record

Vito Antonio Laera
5960 SW 32 Terrace

Ft. Lauderdale, FL 33312

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Suzette LeFebvre,

vs.

Vito Antonio Laera,

FILED-RECEIVED

2014 Blam Off

Defendant

Pocket No. 2014-DR46-623

IN THE FAMILY COURT
SIXTEENTH JUDICIAL CIRCUIT

JUDGMENT IN A
FAMILY COURT CASE

ORIGINAL



| | |
|----------------------------------|---|
| Submitted by: P. John Freeman | Attorney for <input checked="" type="checkbox"/> Plaintiff or <input type="checkbox"/> Self-Represented Litigant <input type="checkbox"/> GAL |
|----------------------------------|---|

DECISION BY COURT (check all that apply)

- This action came to trial, hearing or was resolved by consent and an order was rendered.
- This action has been dismissed pursuant to Rule 12(b), SCRPC Rule 41(a), SCRPC
 Rule 43(k), SCRPC Family Court Benchmark
 Other: _____

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by the Court:

Additional information for Clerk: _____

ORDER INFORMATION

- This is a Temporary Final order. If Final, does this order end the case? Yes No
- Support is not ordered is ordered, and it is to be paid through the court. directly to the CP.
- Case number under which support is paid if different from this one: _____
- This order involves the immediate issuance; dismissal of a bench warrant; or does not apply:
- The following motions are ended by this order (include motion filing date): _____
- This order adds or dismisses the following parties to this case:
 dismiss add: _____ dismiss add: _____

| INFORMATION FOR THE PUBLIC INDEX/TRANSCRIPT OF JUDGMENT (§ 20-3-670(B)(1)) | | |
|--|--|--|
| Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information to enroll, indicate "N/A" in one of the boxes below. | | |
| Judgment In Favor of (List name(s) below) | Judgment Against (List name(s) below) | Judgment Amount to be Enrolled (List amount(s) below) |
| N/A | | \$ |
| | | \$ |
| | | \$ |
| If applicable, describe the property, including tax map information and address, referenced in the order: | | |

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

[Signature]
Family Court Judge

4125
Judge Code


Oct 31, 2014
Date

FOR CLERK OF COURT OFFICE USE ONLY

This judgment was entered on the 10-31 and a copy mailed first class or placed in the appropriate attorney's box on _____, to attorneys of record or to parties (when appearing pro se) as follows:

P. John Freeman, Esquire
238 Rockmont Drive
Fort Mill, SC 29708
ATTORNEY(S) FOR THE PLAINTIFF(S)

Vito Antonio Laera
419 York Southern Road
Fort Mill, SC 29715
ATTORNEYS FOR THE DEFENDANT(S)


CLERK OF COURT

Court Reporter: Cheryl St. Germain

Custodial Parent (if applicable): _____

STATE OF SOUTH CAROLINA

COUNTY OF YORK

FILED - RECEIVED

2014 OCT 31 PM 3:05

IN THE FAMILY COURT OF THE SIXTEENTH JUDICIAL CIRCUIT

Suzette LeFebvre,

Plaintiff,

vs.

Vito Antonio Laera,

Defendant.

DAVID L. ARBUTHNOT
FAMILY COURT
YORK COUNTY, SC

DECREE OF DIVORCE

File Book # 2014-DR-46-623

| | |
|-----------------------|--------------------|
| HEARING DATE: | October 24, 2014 |
| TRIAL JUDGE: | Henry T. Woods |
| PLAINTIFF'S ATTORNEY: | P. John Freeman |
| DEFENDANT'S ATTORNEY: | Pro Se |
| COURT REPORTER: | Cheryl St. Germain |

This action was scheduled for a final hearing as shown above. The Plaintiff was present with her attorney, P. John Freeman, of the York County Bar. The Defendant was not present but Plaintiff's attorney provided an Affidavit on behalf of the Defendant. After review of the Defendant's Affidavit, I am satisfied that the Defendant that he is capable of representing himself in this manner, has represented himself to date and wishes for the Court to approve the terms of the parties' agreement. In the present matter, the Summons and Complaint were filed in the office of the clerk of court for York County on March 25, 2014. The Defendant filed a written response admitting the contents of the Complaint and filed it with the Court on April 25, 2014. The Defendant was served with the Notice of this Hearing by Certified Mail, Return Receipt Requested, Restricted Delivery on September 16, 2014. The Plaintiff sought a divorce on the grounds of adultery or, in the alternative, on the grounds of one (1) year continuous separation as well as custody of the parties'

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minor children, child support, alimony, separate maintenance and support, equitable apportionment of marital property and debt, guardian ad litem, discovery, and attorney's fees.

Prior to the commencement of the hearing, the parties, through Plaintiff's attorney, announced to the court that they had reached a final agreement resolving all of the ancillary and collateral issues of their divorce. The agreement was read into the record by the Plaintiff's attorney and the Plaintiff was questioned as to the agreement itself.

I find this Court has jurisdiction of the subject matter of this action and personal jurisdiction of the parties. I find that the requirements of the South Carolina Rules of Family Court and all statutory and common-law procedural requirements have been met. I considered the testimony of the Plaintiff and the Plaintiff's witness as well as the Defendant's Affidavit.

FINDINGS OF FACT

I find by the preponderance of the evidence the following facts:

1. The Defendant is a resident of York County, South Carolina and has been so domiciled in excess of one (1) year prior to the commencement of this action. The Plaintiff is a resident of Matthews, North Carolina. The parties last resided together as husband and wife in York County, South Carolina. The statutory basis of jurisdiction is S. C. Code Ann. §63-3-530 and §20-3-30.
2. The parties were married on May 19, 2001 and are husband and wife.
3. Two children were born to the marriage of the parties, *to wit:* [REDACTED] born [REDACTED] [REDACTED] and [REDACTED] born [REDACTED]. No other child is currently in gestation.
4. The parties were separated on December 7, 2012.

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new

5. The Plaintiff has provided the court with clear and convincing evidence that the Defendant has had the opportunity to commit adultery and has, in fact, committed adultery based upon the testimony of the private investigator, Scott Bernard.

6. Prior to the commencement of the hearing, the parties announced they had reached a full and final agreement as to all issues ancillary to the divorce. The agreement of the parties is as follows, *to wit*:

A. The Plaintiff shall have sole custody of the parties' minor children. Due to the age of the children, the Defendant shall have regular contact with the children without any restrictions or limitations whatsoever and at such other times as the parties may mutually agree.

B. The Defendant shall pay the sum of Twelve Thousand and no/100 (\$12,000.00) Dollars per month as child support directly to the Plaintiff beginning October 1, 2014 and continuing to be due on the first of each subsequent month thereafter. The Defendant shall pay child support payments to the Plaintiff on behalf of the minor child, [REDACTED] until she graduates high school or June, 2023. However, if the Defendant is ever five (5) days late in any of his child support payments, the Plaintiff shall be reserved the right to file an affidavit with the York County Clerk of Court and the Defendant's child support payments shall immediately begin payable through the Clerk of Court's Office and shall include an additional five (5%) percent court cost.

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C. The Defendant shall also pay the sum of Three Thousand and no/100 (\$3,000.00) Dollars per month as alimony directly to the Plaintiff beginning October 1, 2014 and continuing to be due on the first of each subsequent month thereafter. However, if the Defendant is ever five (5) days late in any of his child support payments, the Plaintiff shall be reserved the right to file an affidavit with the York County Clerk of Court and the Defendant's alimony payments shall immediately begin payable through the Clerk of Court's Office and shall include an additional five (5%) percent court cost.

D. The Plaintiff shall be entitled to sole ownership and possession of the property located at 419 York Southern Road, Fort Mill, South Carolina. The Defendant shall be allowed to lease this property from the Plaintiff in the amount of Twelve Thousand Five Hundred Sixty-five and no/100 (\$12,565.00) Dollars per month for two (2) years from the date of this Decree. Said payments shall be paid directly to the Plaintiff beginning October 1, 2014 and continuing to be due on the first of each subsequent month thereafter. If the Plaintiff elects to sell this property at the end of

two (2) years, the Defendant shall be given the first opportunity to purchase the property prior to the Plaintiff listing the property for sale. The parties have executed a Lease Agreement for this property setting forth the terms and conditions which pertain to this property.

- E. The Plaintiff shall be entitled to sole ownership and possession of the parties' former marital residence located at 1516 Glenn Valley Drive, Matthews, North Carolina and shall be responsible for all mortgage payments, taxes, and insurance due thereon. The Plaintiff shall hold the Defendant harmless from any deficiencies which may result in her failure to pay the same. The Defendant shall sign any documents necessary in order to transfer ownership of this property to the Plaintiff.
- F. The parties shall be entitled to joint ownership and possession of the property located at 5960 SW 32 Terrace, Fort Lauderdale, Florida and Defendant shall be responsible for all taxes and insurance due thereon.
- G. The Defendant shall maintain a life insurance policy on his life in the amount of One Million (\$1,000,000.00) Dollars with the parties' children as beneficiaries. The Defendant shall maintain this policy until the minor child [REDACTED] graduates from high school or June, 2023.
- H. Each party shall be solely responsible for the debts listed in their respective names. The parties have no jointly listed marital debt.
- I. The parties have divided their personal property, including vehicles, to their mutual satisfaction. Each party shall sign any documents necessary in order to transfer ownership of these vehicles.
- J. Each party shall be responsible for their own attorney's fees.

#4

THEREFORE, IT IS ORDERED:

- a. The agreement of the parties is hereby approved and incorporated into this Order as if repeated verbatim herein; and
- b. The Plaintiff is hereby granted a divorce from the Defendant on the grounds of adultery.

IT IS SO ORDERED.

October 30, 2014.



Henry T. Woods,
Judge, Sixteenth Judicial Circuit

State of South Carolina
Department of Health and Environmental Control

REPORT OF DIVORCE OR ANNULMENT OF MARRIAGE

State File No.

| | | | |
|--|--|---|--|
| 1. HUSBAND-NAME (First, Middle, Last, Suffix) Vito Antonio Laera | | 2. DATE OF BIRTH [REDACTED] | 3. PLACE OF BIRTH (State/Country) Italy |
| 4. RESIDENCE (County, State/Country) York, South Carolina | | 5. NUMBER OF THIS MARRIAGE - First, Second, etc. (Specify) First | |
| 6. WIFE-MAIDEN NAME (First, Middle, Last, Suffix) Suzette Lefebvre n/m/n | | 7. DATE OF BIRTH [REDACTED] | 8. PLACE OF BIRTH (State/Country) New Jersey |
| 9. RESIDENCE (County, State/Country) Matthews, North Carolina | | 10. NUMBER OF THIS MARRIAGE- First, Second, etc. (Specify) First | |
| 11. PLACE OF THIS MARRIAGE (County, State/Country) Jefferson, Colorado | | 12. DATE OF MARRIAGE (MM/DD/YYYY) 05/19/2001 | |
| 13. PLAINTIFF <input type="checkbox"/> Husband <input checked="" type="checkbox"/> Wife | | 15. NUMBER OF CHILDREN UNDER 18 INVOLVED IN THIS ACTION 1 <input type="checkbox"/> No Children | |
| 14. MAIDEN NAME RESUMED BY DECREE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 16. DATE DECREE FILED (MM/DD/YYYY) 10-31-2014 | | 17. TYPE OF DECREE <input checked="" type="checkbox"/> Absolute Divorce <input type="checkbox"/> Annulment | |
| 18. COUNTY York | | 19. DOCKET NUMBER 2014-DR-46-623 | |
| 20. I CERTIFY THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON THE DATE DECREE FILED. | | | |
| SIGNATURE OF CLERK OF COURT: <i>[Signature]</i> | | DATE SIGNED: 10-31-2014 (MM/DD/YYYY) | |

Confidential and statistical information (The information below will not appear on certified copies of the report)

| | |
|--|---|
| 21. HUSBAND - SOCIAL SECURITY NUMBER Unknown | 22. HUSBAND - RACE Italian |
| 23. WIFE - SOCIAL SECURITY NUMBER [REDACTED] | 24. WIFE - RACE White |
| 25. ATTORNEY FOR PLAINTIFF P. John Freeman | 26. ATTORNEY BAR NUMBER 0064178 |
| 27. LEGAL GROUNDS Adultery | |

DHEC-0682 (02/2008)

State of South Carolina
Department of Health and Environmental Control

REPORT OF DIVORCE OR ANNULMENT OF MARRIAGE

State File No.

| | | |
|--|---|--|
| 1. HUSBAND-NAME (First, Middle, Last, Suffix) Vito Anotonio Laera | 2. DATE OF BIRTH [REDACTED] | 3. PLACE OF BIRTH (State/Country) Italy |
| 4. RESIDENCE (County, State/Country) York, South Carolina | 5. NUMBER OF THIS MARRIAGE - First, Second, etc. (Specify) First | |
| 6. WIFE-MAIDEN NAME (First, Middle, Last, Suffix) Suzette Lefebvre n/m/n | 7. DATE OF BIRTH [REDACTED] | 8. PLACE OF BIRTH (State/Country) New Jersey |
| 9. RESIDENCE (County, State/Country) Matthews, North Carolina | 10. NUMBER OF THIS MARRIAGE - First, Second, etc. (Specify) First | |
| 11. PLACE OF THIS MARRIAGE (County, State/Country) Jefferson, Colorado | 12. DATE OF MARRIAGE (MM/DD/YYYY) 05/19/2001 | |
| 13. PLAINTIFF: <input type="checkbox"/> Husband <input checked="" type="checkbox"/> Wife | 15. NUMBER OF CHILDREN UNDER 18 INVOLVED IN THIS ACTION 1 <input type="checkbox"/> No Children | |
| 14. MAIDEN NAME RESUMED BY DECREE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. DATE DECREE FILED (MM/DD/YYYY) 10-31-2014 | 17. TYPE OF DECREE <input checked="" type="checkbox"/> Absolute Divorce <input type="checkbox"/> Annulment | |
| 18. COUNTY York | 19. DOCKET NUMBER 2014-DR-46-623 | |
| 20. I CERTIFY THE MARRIAGE OF THE ABOVE NAMED PERSONS WAS DISSOLVED ON THE DATE DECREE FILED. | | |
| SIGNATURE OF CLERK OF COURT: <i>[Signature]</i> | | DATE SIGNED: 10-31-2014 (MM/DD/YYYY) |

Confidential and statistical information (The information below will not appear on certified copies of the report)

| | |
|--|---|
| 21. HUSBAND - SOCIAL SECURITY NUMBER Unknown | 22. HUSBAND - RACE Italian |
| 23. WIFE - SOCIAL SECURITY NUMBER [REDACTED] | 24. WIFE - RACE White |
| 25. ATTORNEY FOR PLAINTIFF P. John Freeman | 26. ATTORNEY BAR NUMBER 0064178 |
| 27. LEGAL GROUNDS Adultery | |

DHEC 0682 (02/2008)

DATE 1-16-15
TAX MAP NO. 128-30
INITIALS CRJ/TJ

Space above this line for recording information



STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT Vito Antonio Laera, herein referred to as Grantor(s) for and in consideration of Decree of Divorce, Case Number: 2014-DR-46-623 in the Family Court for York County, South Carolina, to me/us paid by Suzette LeFebvre and Vito Antonio Laera, hereinafter referred to as the Grantee(s), in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantees, his/her/their heirs, successors, and assigns forever all of our interest to the following:

All that certain piece, parcel or lot of land, lying and being situate in Fort Mill, York County, South Carolina, containing 6.539 acres, more or less, more particularly described and shown on Survey entitled "Sterling Properties of the Carolinas, LLC" prepared by Hucks and Associates, PC dated December 8, 1999, and being described in that certain deed from Ciba-Geigy Corporation to Jerry H. Pettus, Sr., Eleanor P. Pettus and Jerry Pettus, Jr., dated August 19, 1994, recorded August 23, 1994, Book 1078 at Page 306, Office of the Clerk of Court for York County, South Carolina.

Derivation: Being the same property conveyed to Vito Antonio Laera by deed of Sterling Properties of the Carolinas, LLC, a South Carolina limited liability company, recorded on July 16, 2007 in Book 9264 at Page 46, Office of the Clerk of Court for York County, South Carolina.

TMS #: 728-00-00-030

Grantee's Address: 1516 Glenn Valley Road
Matthews, NC 28105

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantees, their heirs, and assigns forever.

Instrument:
201500283999 OR
Vol 14617
Page 86

vested in and singular the said premises unto the said Grantees, their heirs, and assigns, against Grantor and Grantor heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 7 day of January in the year of our Lord 2015.

Signed, Sealed and Delivered
in the Presence of:

Kaitlan Yarrick
Witness #1

Vito Antonio Laera
Vito Antonio Laera

Jammyl Lauck
Witness #2

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Personally appeared before me the undersigned and made oath that he/she saw the within named Grantor(s) sign, seal and as his/her/their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he/she with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
7 day of January 2015.

Kaitlan Yarrick
Witness #1 (signs again)

Jammyl Lauck
Notary Public for the State of South Carolina
My Commission Expires: 3-3-2016

Instrument
201500283999 OR
Vol Page
14617 87

EXEMPT TRANSFERS

PERSONALLY appeared before me, who being duly sworn, depose(s) and say(s):

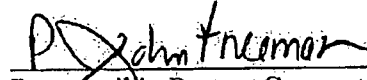
- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at 419 York Southern Road, Fort Mill, South Carolina 29715 bearing Tax Map Number 728-00-00-030 was transferred by Vito Antonio Laera to Suzete LeFebvre and Vito Antonio Laera.
- 3. The deed is exempt from the deed recording fee because:

Exemption # 1 "Consideration paid less than \$ 100.00.

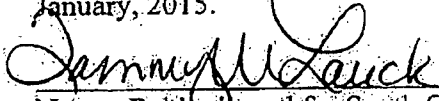
- 4. As required by Code Section 12-24-70, I state that I am a responsible person who is connected with the transaction as:

Attorney for Grantor

- 5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


 Responsible Person Connected
 with this Transaction
P. John Freeman
 Print or Type Name Here

Sworn to before me this 7th day of January, 2015.


 Notary Public in and for South Carolina
 My Commission Expires: 3-3-2016

Instrument
201500283999 OR
Vol. Page
14617 88

Derivation: Being the same property conveyed to Vito Antonio Laera by deed of Sterling Properties of the Carolinas, LLC, a South Carolina limited liability company, recorded on July 16, 2007 in Book 9264 at Page 46, Office of the Clerk of Court for York County, South Carolina. And; Being the same property conveyed to Suzette Lefebvre and Vito Antonio Laera by Vito Antonio Laera, recorded on January 15, 2015 in Instrument 201500283999 or Volume 14617 Page 86, Office of the Clerk of Court for York County, South Carolina.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantees, their heirs, and assigns forever.

AND THE GRANTOR does hereby bind Grantor heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, their heirs, and assigns, against Grantor and Grantor heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this document to be executed under seal this 16th day of May, 2016.

Signed sealed and delivered
In the Presence of;

Barbara Keane
Witness #1 BARBARA KEANE

Vito Antonio Laera
Vito Antonio Laera

Fady Ibrahim
Witness #2 Fady Ibrahim

North
STATE OF SOUTH CAROLINA
COUNTY OF Mecklenburg

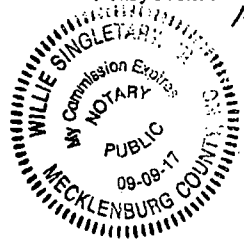
Acknowledgment for Grantor

I, a Notary Public for South Carolina, do hereby certify that Vito Antonio Laera, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16 day of May, 2016.

Willie Singletary
Notary Public for South Carolina
North

My Commission Expires:
09-09-17



STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

**AFFIDAVIT FOR
EXEMPT TRANSFERS**

PERSONALLY appeared before me Vito Antonio Laera, who being duly sworn, depose(s) and say(s):


1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 419 York Southern Road, Fort Mill, South Carolina 29715 bearing Tax Map Number 728-00-00-030 was transferred by Vito Antonio Laera to The Suzette Lefebvre Trust N/A.
3. The deed is exempt from the deed recording fee because:

Exemption# 1 "Consideration paid less than \$ 100.00.

4. As required by Code Section 12-24-70, I state that I, Vito Antonio Laera am a responsible person who is connected with the transaction as:

Grantor

5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



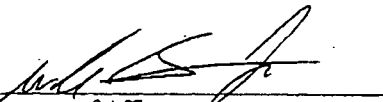
 Vito Antonio Laera, responsible person
 who is connected with the transaction

Sworn to before me this

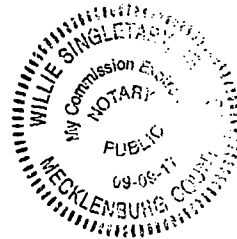
16 day of May, 2016

North Carolina
Notary Public for State of;

My Commission expires September 9, 2017



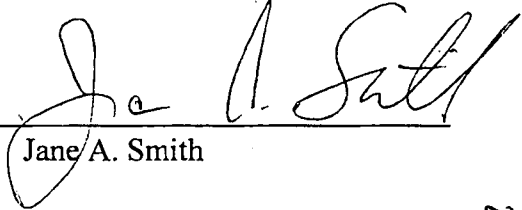
 Signature of Affiant



| | | |
|-------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | |
| COUNTY OF YORK |) | SIXTEENTH JUDICIAL CIRCUIT |
| |) | |
| Suzette LeFebvre, |) | Case No. 2017-CP-46-1149 |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | CERTIFICATE OF SERVICE |
| |) | |
| Blanco GmbH+CO., KG., |) | |
| |) | |
| Defendant. |) | |
| _____ |) | |

The undersigned, an employee of Bernstein & Bernstein, P.A., does hereby certify that on January 10, 2018, she served a copy of the Stipulation of Fact upon Suzette LeFebvre by placing a copy of the same in the United States Mail, postage prepaid, and addressed to the following:

P. John Freeman, Jr., Esquire
 HALFORD, NIEMEIC & FREEMAN, LLP
 238 Rockmont Dr.
 Fort Mill, SC 29708



 Jane A. Smith

FILED-RECEIVED
 2018 JAN 16 PM 12:33
 DAVID HAMILTON
 C.C.P. & GS
 YORK COUNTY, SC

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Hon. S. Jackson Kimball, III
York County Master in Equity

Appellate Case No. 2018-000411

Suzette LeFebvre.....Appellant

vs.

Blanco GmbH+CO.KG.....Respondent

CERTIFICATION OF APPELLANT COUNSEL

Pursuant to SCACR 201(g), the undersigned here certifies that the Appendix to Record on Appeal contains all material proposed to be included by any of the parties and no other materials.



P. John Freeman
Halford Niemiec & Freeman, L.L.P.
238 Rockmont Drive
Fort Mill, South Carolina 29708
803-547-6618
803-547-6638 (fax)