

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

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APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

S.C. SUPREME COURT

Roger L. Couch, Circuit Court Judge

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Opinion No. 5490 (S.C. Ct. App. Withdrawn, Substituted, and Refiled August 16, 2017)

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Anderson County.....Petitioner,

v.

Joey Preston and the South Carolina Retirement System.....Respondents.

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**APPENDIX TO ANDERSON COUNTY'S  
PETITION FOR WRIT OF CERTIORARI  
VOLUME VII**

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**APPENDIX  
INDEX**

**APPENDIX  
VOLUME ONE**

Record on Appeal Volume 1.....1

**APPENDIX  
VOLUME TWO**

Record on Appeal Volume 2.....264

**APPENDIX  
VOLUME THREE**

Record on Appeal Volume 3.....667

**APPENDIX  
VOLUME FOUR**

Record on Appeal Volume 4.....1078

**APPENDIX  
VOLUME FIVE**

Record on Appeal Volume 5.....1476

**APPENDIX  
VOLUME SIX**

Record on Appeal Volume 6.....1891

**APPENDIX  
VOLUME SEVEN**

Record on Appeal Volume 7.....2346

**APPENDIX  
VOLUME EIGHT**

Record on Appeal Volume 8.....2698

**APPENDIX  
VOLUME NINE**

Record on Appeal Volume 9.....3042

**APPENDIX  
VOLUME TEN**

Final Brief of Appellant, October 7, 2014.....3327

Final Brief of Respondent Joey Preston, October 7, 2014.....3392

|   |      |
|---|------|
| Final Brief of Respondent South Carolina Retirement System, October 7, 2014 ..... | 3457 |
| Final Reply Brief of Appellant, October 7, 2014.....                              | 3471 |
| Court of Appeals Opinion, May 31, 2017.....                                       | 3501 |
| Petition for Rehearing of Appellant, June 14, 2017.....                           | 3529 |
| Petition for Rehearing of Respondent, June 15, 2017 .....                         | 3540 |
| Order Denying Petitions for Rehearing, August 16, 2017.....                       | 3669 |
| Decision of the Court of Appeals, August 16, 2017 .....                           | 3671 |

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Roger L. Couch, Circuit Court Judge

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Case No. 2013-002499

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Anderson County .....Appellant,

v.

Joey Preston and The South Carolina Retirement System ..... Respondents.

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**RECORD ON APPEAL  
VOLUME VII OF IX (Pages 2346-2697)**

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CAROLINA RETIREMENT SYSTEM

**INDEX**

| <b><u>I. ORDERS &amp; PLEADINGS</u></b>  | <b><u>PAGES</u></b> |
|--|---------------------|
| 1. Final Order and Judgment of the Honorable Roger L. Couch dated May 3, 2013 .....  | 1-43                |
| 2. Order of the Honorable Roger L. Couch dated November 8, 2013 .....  | 44-79               |
| 3. Order of the Honorable J. Cordell Maddox, Jr. dated December 7, 2011 designating case as Complex .....                          | 80                  |
| 4. Notice Assigning Case to the Honorable Roger Couch dated February 28, 2012 .....  | 81                  |
| 5. Order of the Honorable Roger L. Couch dated October 23, 2012 Denying Summary Judgment Motions .....                             | 82-83               |
| 6. Complaint dated November 12, 2009 .....   | 84-96               |
| 7. Defendant South Carolina Retirement System's Answer and Cross-Claim Against Defendant Joey Preston dated January 13, 2010 ..... | 97-108              |
| 8. Answer & Counterclaims to Plaintiff's Complaint & Co-Defendant's Cross-Claims dated August 10, 2010 .....                       | 109-122             |
| 9. Reply to Counterclaim dated September 7, 2010 .....   | 123-126             |
| 10. Amended Complaint dated March 30, 2012 .....   | <del>127-159</del>  |
| 11. Answer & Counterclaims to Plaintiff's Amended Complaint & Co-Defendant's Cross-Claims dated May 3, 2012 .....                  | 160-228             |
| 12. Plaintiff's Reply to Amended Counterclaims dated June 29, 2012 .....   | 229-237             |
| 13. Defendant South Carolina Retirement System's Notice of Motion and Motion for Summary Judgment dated September 12, 2012 .....   | 238-246             |
| 14. Stipulation of Dismissal as to Certain Counterclaims dated October 23, 2012 .....  | 247-248             |

|  |         |
|--|---------|
| 15. Stipulations as to Evidence Related to Defendant South Carolina Retirement System dated October 26, 2012 ..... | 249-263 |
|--|---------|

**II. TRANSCRIPT PAGES**

|   |          |
|---|----------|
| Transcript of Record of Hearing on October 29, 2012 – November 2, 2012; November 5, 2012..... | 264-1890 |
| 1. Testimony of Robert Waldrep  |          |
| Direct examination by Mr. Tessier .....   | 297      |
| Cross-examination by Mr. Davis .....  | 359      |
| Redirect examination by Mr. Tessier.....  | 436      |
| Recross examination by Mr. Davis.....   | 437      |
| 2. Testimony of Thomas Bright   |          |
| Direct examination by Mr. Gentry.....   | 439      |
| Cross-examination by Mr. Davis .....  | 475      |
| Redirect examination by Mr. Gentry .....  | 533      |
| 3. Testimony of Michael Cunningham  |          |
| Direct examination by Mr. Tessier .....   | 536      |
| Cross-examination by Mr. Davis .....  | 556      |
| Redirect examination by Mr. Tessier.....  | 579      |
| 4. Testimony of William McAbee  |          |
| Direct examination by Ms. Parham .....  | 586      |
| Cross-examination by Ms. Kern-Fuller .....  | 632      |
| Redirect examination by Ms. Parham.....   | 667      |

|  |      |
|--|------|
| 5. Testimony of Ron Wilson   |      |
| Direct examination by Mr. Tessier .....  | 685  |
| 6. Publication of excerpt of deposition of Heather Jones by Mr. Gentry.....      | 690  |
| 7. Publication of excerpt of deposition of Michael Thompson by Mr. Tessier ..... | 767  |
| 8. Publication of excerpt of deposition of Joey Preston by Mr. Tessier .....     | 907  |
| 9. Testimony of Kelly Nichols  |      |
| Direct examination by Mr. Tessier .....  | 1115 |
| Cross-examination by Mr. Davis .....   | 1145 |
| Redirect examination by Mr. Tessier.....   | 1175 |
| Recross examination by Mr. Davis.....  | 1180 |
| 10. Testimony of Larry Greer   |      |
| Direct examination by Mr. Tessier .....  | 1182 |
| Cross-examination by Ms. Kern-Fuller .....                                       | 1237 |
| Redirect examination by Mr. Tessier.....   | 1269 |
| Recross examination by Ms. Kern-Fuller .....                                     | 1276 |
| 11. Testimony of Charles Alford  |      |
| Direct examination by Mr. Gentry.....  | 1280 |
| Cross-examination by Mr. Davis .....   | 1296 |
| Redirect examination by Mr. Gentry .....   | 1319 |
| 12. Testimony of Cindy Wilson  |      |
| Direct examination by Ms. Parham .....   | 1325 |

|  |                      |
|--|----------------------|
| 13. Publication of excerpt of deposition of Mr. Thomas<br>Allen by Ms. Kern-Fuller.....  | 1400                 |
| 14. Publication of excerpt of deposition of Mr. Eddie<br>Moore by Mr. Davis.....   | 1476                 |
| 15. Testimony of Gracie Floyd<br>Direct examination by Mr. Davis.....  | 1590                 |
| 16. Publication of excerpt of deposition of Cindy<br>Wilson by Mr. Davis.....  | 1628                 |
| 17. Testimony of Allison Schaum<br>Direct examination by Mr. Davis.....<br>Cross-examination by Mr. Tessier .....<br>Redirect examination by Mr. Davis .....           | 1711<br>1740<br>1780 |
| 18. Testimony of Brooks Brown<br>Direct examination by Ms. Kern-Fuller.....<br>Cross-examination by Mr. Tessier .....<br>Redirect examination by Ms. Kern-Fuller ..... | 1785<br>1794<br>1798 |
| 19. Testimony of Joey Preston<br>Direct examination by Mr. Davis .....<br>Cross-examination by Mr. Tessier .....<br>Redirect examination by Mr. Davis .....            | 1801<br>1846<br>1873 |

**III. PLAINTIFF'S EXHIBITS**

**PAGES**

- **Plaintiff's Exhibit 1** (Master Employment Agreement dated 7/22/1998) ..... 1891-1899  
Introduced into evidence.....292
- **Plaintiff's Exhibit 2** (Anderson County Council Audit Meeting 8/5/08)..... 1900-1913  
Introduced into evidence.....292
- **Plaintiff's Exhibit 3** (9/25/08 Letter to Counsel from Foster Law Firm) ..... 1914-1915  
Introduced into evidence.....292
- **Plaintiff's Exhibit 4** (Agenda – Anderson County Council 11/18/08)..... 1916-1917  
Introduced into evidence.....292
- **Plaintiff's Exhibit 5** (Minutes – Anderson County Council 11/18/08)..... 1918-1959  
Introduced into evidence.....292
- **Plaintiff's Exhibit 5-A** (Minutes – Anderson County Council 11/18/08) ..... 1960-1982  
Introduced into evidence.....292
- **Plaintiff's Exhibit 6** (CD) ..... 1983-1984  
Introduced into evidence.....292
- **Plaintiff's Exhibit 7** (Severance Agreement and Release of Claims dated 11/18/08)..... 1985-1989  
Introduced into evidence.....292
- **Plaintiff's Exhibit 8** (Administrator's Transferred Appropriations)..... 1990-1992  
Introduced into evidence.....292
- **Plaintiff's Exhibit 9** (Master Employment Agreement dated 11/19/08) ..... 1993-2001  
Introduced into evidence.....292
- **Plaintiff's Exhibit 10** (Waiver of Attorney-Client Privilege and Consent to Produce File).....2002  
Introduced into evidence.....292

- **Plaintiff's Exhibit 12** (Email dated 10/8/08 from Michael Thompson to Thomas A. Bright) ..... 2003-2006  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 14** (Email dated 10/14/08 from Diane K. Ryder to P. McAlister) ..... 2007-2017  
 Introduced into evidence.....1397
- **Plaintiff's Exhibit 15** (Email dated 10/17/08 From Gina Humphreys to Thomas A. Bright) ..... 2018-2019  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 17** (Hand-written notes dated 10/13/08 - TC Bob Waldrep).....2020  
 Introduced into evidence.....1882
- **Plaintiff's Exhibit 18** (Hand-written notes dated 10/13/08 - TC Gracie Floyd) .....2021  
 Introduced into evidence.....1882
- **Plaintiff's Exhibit 20** (Hand-written notes dated 10/13/08 - TC Ms. Wilson) ..... 2022-2024  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 21** (Hand-written notes dated 10/14/08 - Bill McAbee) .....2025  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 22** (10/23/08 Settlement Offer) ..... 2026-2028  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 23** (Anderson County Council Personnel Committee)..... 2029-2032  
 Introduced into evidence.....1882
- **Plaintiff's Exhibit 24** (Hand-written notes dated 11/10/08 Meeting with Joey Preston) ..... 2033-2034  
 Introduced into evidence.....1882
- **Plaintiff's Exhibit 25** (Hand-written notes dated 11/11/08 - TC Ron Wilson)..... 2035-2036  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 26** (11/17/08 Letter to Tom Bright from Robert Hoskins) ..... 2037-2039  
 Introduced into evidence.....292

- **Plaintiff's Exhibit 27** (Hand written notes Ron Wilson) .....2040  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 28** (10/20/08 Letter to Tom Bright from  
 Robert Hoskins) ..... 2041-2043  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 29** (Memo dated 11/3/08 to Joey  
 Preston from Rita Davis) .....2044  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 30** (Appropriation Summary dated  
 11/3/08) ..... 2045-2046  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 31** (11/4/08 Memo to Councilman Ron  
 Wilson from Gina Humphreys) ..... 2047-2048  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 33** (Transcription of Anderson County  
 Council Meeting) ..... 2049-2062  
 Introduced into evidence.....1237
- **Plaintiff's Exhibit 34** (3/2/08 Email from Michael  
 Thompson to Joey Preston)..... 2063-2066  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 35** (3/4/08 Email from Michael  
 Thompson to Joey Preston)..... 2067-2070  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 36** (3/22/08 Email from Michael  
 Thompson to Joey Preston).....2071  
 Introduced into evidence.....874
- **Plaintiff's Exhibit 37** (8/5/08 Job Advertisement) ..... 2072-2075  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 38** (8/14/08 Email from Joey Preston to  
 Michael Thompson; Kathy Fulbright) .....2076  
 Introduced into evidence.....292
- **Plaintiff's Exhibit 39** (8/8/08 Email from Joey Preston to  
 Michael Thompson) .....2077  
 Introduced into evidence.....292

- **Plaintiff's Exhibit 40** (10/22/08 Email from Michael Thompson to Thomas Bright) .....2078  
Introduced into evidence.....292
- **Plaintiff's Exhibit 41** (11/13/08 Job Advertisement) ..... 2079-2081  
Introduced into evidence.....292
- **Plaintiff's Exhibit 42** (11/19/08 In-house Only Job Opening) ..... 2082-2083  
Introduced into evidence.....292
- **Plaintiff's Exhibit 43** (Severance Agreement and Release of Claims dated 11/18/08) ..... 2084-2088  
Introduced into evidence.....292
- **Plaintiff's Exhibit 44** (Michael Thompson direct deposit statement).....2089  
Introduced into evidence.....292
- **Plaintiff's Exhibit 45** (Michael Thompson Real Estate School Certificate) ..... 2090-2092  
Introduced into evidence.....292
- **Plaintiff's Exhibit 46** (Copy of check to Michael Thompson dated 12/3/08) ..... 2093-2099  
Introduced into evidence.....292
- **Plaintiff's Exhibit 47** (11/28/08 Email from Heather Jones to Joey Preston)..... 2100-2101  
Introduced into evidence.....292
- **Plaintiff's Exhibit 48** (11/26/08 Email from Heather Jones to Joey Preston)..... 2102-2103  
Introduced into evidence.....292
- **Plaintiff's Exhibit 49** (11/26/08 Email from Heather Jones to Joey Preston).....2104  
Introduced into evidence.....292
- **Plaintiff's Exhibit 50** (10/16/06 Email from Joey Preston to Heather Jones).....2105  
Introduced into evidence.....292
- **Plaintiff's Exhibit 51** (12/1/08 message to Phyllis from JRP) .....2106

|   |           |
|---|-----------|
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 52</b> (11/26/08 Email from Heather Jones to Joey Preston).....              | 2107-2108 |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 53</b> (10/16/06 Memo to Heather Jones from Joey Preston).....               | 2109      |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 54</b> (10/16/06 Memo to Heather Jones from Joey Preston).....               | 2110      |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 55</b> (12/1/08 Email from Heather Jones to Joey Preston).....               | 2111      |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 56</b> (12/1/08 Email from Heather Jones to Joey Preston).....               | 2112-2114 |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 57</b> (2/16/06 Letter to Amy Plummer from Bill McAbee).....                 | 2115      |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 58</b> (7/13/08 Letter to SC Ethics Commission from Bill McAbee) .....       | 2116      |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 59</b> (7/22/08 Letter to Bill McAbee from SC State Ethics Commission) ..... | 2117-2120 |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 60</b> (Copy of check to Bill McAbee dated 4/23/08) .....                    | 2121      |
| Introduced into evidence.....   | 292       |
| • <b>Plaintiff's Exhibit 61</b> (Settlement Statement dated 9/18/08) .....                            | 2122-2123 |
| • <b>Plaintiff's Exhibit 62</b> (Settlement Statement dated 9/18/08) .....                            | 2124-2125 |
| • <b>Plaintiff's Exhibit 63</b> (Expense Report Bill McAbee) .....                                    | 2126      |

- **Plaintiff’s Exhibit 64** (Expense Report)..... 2127-2128
- **Plaintiff’s Exhibit 65** (Expense Report)..... 2129-2130
- **Plaintiff’s Exhibit 66** (6/28/07 Hotel Receipt Willie McAbee) ..... 2131-2132
- **Plaintiff’s Exhibit 67** (Expense Report) .....2133
- **Plaintiff’s Exhibit 68** (Advance Travel Request) .....2134
- **Plaintiff’s Exhibit 69** (Employee Expense Report for Bill McAbee) ..... 2135-2138
- **Plaintiff’s Exhibit 70** (Expense Report).....2139
- **Plaintiff’s Exhibit 71** (Expense Report).....2140
- **Plaintiff’s Exhibit 72** (9/30/08 Hotel Registration form for Bill McAbee) ..... 2141-2143  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 73** (Employee Expense Report for Bill McAbee) ..... 2144-2145  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 74** (Expense Report).....2146  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 75** (Business Expense Information for Bill McAbee) ..... 2147-2148  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 76** (9/4/07 Agreement) ..... 2149-2152  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 76a** (10/27/08 Email from Allison Schaum to Joey Preston with PAC Service Agreement) ..... 2153-2157  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 77** (11/1/08 Services Agreement)..... 2158-2161  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 78** (8/11/08 Memo to Anderson County Council from Joey Preston) ..... 2162-2169

|  |           |
|--|-----------|
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 79</b> (10/16/08 Affidavit of Joey Preston).....  | 2170-2226 |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 80</b> (7/10/08 Email from Gwen Bynoe to Sharon Pigage).....                            | 2227      |
| • <b>Plaintiff's Exhibit 81</b> (7/10/08 Letter to Gwen Bynoe from Rita Davis).....                              | 2228-2232 |
| • <b>Plaintiff's Exhibit 82</b> (7/15/08 SC Retirement Systems Member Service Payment Invoice).....              | 2233-2235 |
| Introduced into evidence.....  | 292, 1397 |
| • <b>Plaintiff's Exhibit 83</b> (11/26/08 SC Retirement Systems Member Service Payment Invoice).....             | 2236-2238 |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 84</b> (11/17/08 SC Retirement Systems Member Service Payment Invoice).....             | 2239-2241 |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 85</b> (11/21/08 Letter to Gwen Bynoe from Joey Preston).....                           | 2242-2244 |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 86</b> (12/1/08 Letter to Amanda Green from Joey Preston).....                          | 2245      |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 87</b> (12/10/08 Letter to Joey Preston from State Budget and Control Board).....       | 2246-2248 |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 88</b> (12/22/08 Letter to Peggy Boykin from Joey Preston).....                         | 2249-2252 |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 89</b> (4/7/09 letter to Brian L. Quisenberry from State Budget and Control Board)..... | 2253-2259 |
| Introduced into evidence.....  | 292       |
| • <b>Plaintiff's Exhibit 90</b> (8/28/12 Affidavit of Joey Preston).....   | 2260-2262 |
| Introduced into evidence.....  | 292       |

- **Plaintiff’s Exhibit 91** (Personal Financial Statement of  
Joey Preston)..... 2263-2265  
Introduced into evidence.....1882
- **Plaintiff’s Exhibit 92** (Screen Print and 11/17/08 Memo to  
Joey Preston from Heather Jones)..... 2266-2267  
Marked for identification .....752
- **Plaintiff’s Exhibit 93** (Screen Print and 10/16/06 Memo to  
Heather Jones from Joey Preston)..... 2268-2269  
Marked for identification .....752
- **Plaintiff’s Exhibit 94** (S11/26/08 Email from Heather  
Jones to Joey Preston;7/18/07 Email from Allison Schaum  
to Joey Preston; 8/15/07 Correspondence from Allison  
Schaum) ..... 2270-2310  
Introduced into evidence.....292
- **Plaintiff’s Exhibit 95** (Hand-written notes dated 10/9/08 -  
TC Rob Hoskins) .....2311  
Introduced into evidence.....535
- **Plaintiff’s Exhibit 96** (5/11/11 Order of Judgment)..... 2312-2324  
Introduced into evidence.....583
- **Plaintiff’s Exhibit 97** (1/25/13 Letter to Hon. Roger L.  
Couch from Ted Gentry;1/25/13 Letter to Hon. Roger L.  
Couch from Lane W. Davis) ..... 2325-2332  
Introduced into evidence.....1882
- **Plaintiff’s Exhibit 98** (2/22/13 Letter to Hon. Roger L.  
Couch from Ted Gentry)..... 2333-2344  
Introduced into evidence.....1882
- **Plaintiff’s Exhibit 99** (3/8/13 Email from Troy Tessier to  
Lane Davis; Judge Couch; Jean Marie Jennings) .....2345  
Introduced into evidence.....1882

**IV. DEFENDANT’S EXHIBITS**

**PAGES**

- **Defendant’s Exhibit 1** (3/29/06 News-Chronicle Letters to the Editor) .....2346
- **Defendant’s Exhibit 2** (2/28/07 Letter to Prudential C. Dan Joyner Co. from Joey Preston) .....2347  
Introduced into evidence.....295
- **Defendant’s Exhibit 3** (5/28/09 Affidavit of Steve Ebbeler).....2348
- **Defendant’s Exhibit 4** (Title to Real Estate)..... 2349-2351  
Introduced into evidence.....295
- **Defendant’s Exhibit 5** (8/13/09 News Article) ..... 2352-2354
- **Defendant’s Exhibit 6** (List of Payments) ..... 2355-2362  
Introduced into evidence.....295
- **Defendant’s Exhibit 7** (3/3/10 News Article) .....2363  
Introduced into evidence.....1883
- **Defendant’s Exhibit 8** (6/1/10 News Article) ..... 2364-2365  
Introduced into evidence.....1883
- **Defendant’s Exhibit 9** (6/13/12 Grand Jury Report)..... 2366-2368  
Introduced into evidence.....1883
- **Defendant’s Exhibit 10** (9/24/08 Michael Thompson pay stub and Advance Travel Request) ..... 2369-2378  
Introduced into evidence.....295
- **Defendant’s Exhibit 11** (9/30/08 Michael Thompson pay stub and Advance Travel Request) ..... 2379-2387  
Introduced into evidence.....295
- **Defendant’s Exhibit 12** (9/24/08 Michael Thompson pay stub and Advance Travel Request) ..... 2388-2397  
Introduced into evidence.....295
- **Defendant’s Exhibit 13** (Advertisement) .....2398  
Introduced into evidence.....295
- **Defendant’s Exhibit 14** (1/12/09 Email from Gina Humphreys to Gail King; Mike Cunningham) ..... 2399-2400

|   |           |
|---|-----------|
| Introduced into evidence.....   | 1883      |
| • <b>Defendant’s Exhibit 15</b> (Affidavit of Gina Humphreys).....                                      | 2401-2410 |
| Introduced into evidence.....   | 1883      |
| • <b>Defendant’s Exhibit 16</b> (11/26/08 Memo to County<br>Council Members from Thomas A. Bright)..... | 2411-2412 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 17</b> (Tom Bright Hand-written notes).....                                    | 2413      |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 18</b> (Tom Bright Hand-written notes).....                                    | 2414-2416 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 19</b> (Tom Bright Hand-written notes).....                                    | 2417-2420 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 20</b> (10/13/08 Tom Bright Hand-<br>written notes) .....                      | 2421-2422 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 21</b> (10/13/08 Hand-written note TC<br>Larry Greer) .....                    | 2423      |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 22</b> (10/13/08 Hand-written note<br>TC Bob Waldrep).....                     | 2424      |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 23</b> (10/13/08 Hand-written note<br>TC Ms. Wilson) .....                     | 2425-2427 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 24</b> (10/14/08 Tom Bright Hand-<br>written notes) .....                      | 2428      |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 25</b> (10/21/08 Hand-written note<br>TC Michael Thompson).....                | 2429-2431 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 26</b> (11/4/08 Hand-written note Ron<br>Wilson).....                          | 2432-2434 |
| Introduced into evidence.....   | 295       |

- **Defendant’s Exhibit 27** (11/11/08 Hand-written note  
TC Ron Wilson)..... 2435-2436  
Introduced into evidence.....295
- **Defendant’s Exhibit 28** (Anderson County Council  
Personnel Committee)..... 2437-2440  
Introduced into evidence.....295
- **Defendant’s Exhibit 29** (11/11/08 Fax to Ron Wilson  
from Ogletree)..... 2441-2444  
Introduced into evidence.....295
- **Defendant’s Exhibit 30** (11/18/08 Letter to Robert  
Hoskins from Thomas Bright) ..... 2445-2447  
Introduced into evidence.....295
- **Defendant’s Exhibit 31** (11/18/08 Fax to Ron Wilson  
from Ogletree)..... 2448-2456  
Introduced into evidence.....295
- **Defendant’s Exhibit 32** (9/28/09 Memo to Ted Gentry  
from Thomas Bright) ..... 2457-2463  
Introduced into evidence.....1883
- **Defendant’s Exhibit 33** (11/18/08 Fax to Ron Wilson  
from Ogletree Confirmation of delivery)..... 2464-2509  
Introduced into evidence.....295
- **Defendant’s Exhibit 34** (1/23/08 Supreme Court Case M.  
Cindy Wilson v. Joey Preston)..... 2510-2519  
Introduced into evidence.....295
- **Defendant’s Exhibit 35** (10/17/96 Supreme Court Case  
Piedmont Public Service District v. Douglas W. Cowart)..... 2520-2523  
Introduced into evidence.....295
- **Defendant’s Exhibit 36** (Code 1976 § 4-9-620) ..... 2524-2525  
Introduced into evidence.....295
- **Defendant’s Exhibit 37** (12/3/09 letter to Joey Preston  
from Nelson Mullins)..... 2526-2532  
Introduced into evidence.....295
- **Defendant’s Exhibit 38** (Copy of Check from Joey Preston  
to Nelson Mullins for Legal Fees) ..... 2533-2535  
Introduced into evidence.....295

|  |           |
|--|-----------|
| • <b>Defendant’s Exhibit 39</b> (Costs Summary) .....  | 2536-2544 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 40</b> (Legal Services and Fee<br>Agreement Hourly/Retainer) .....                      | 2545-2548 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 41</b> (12/9/09 Invoice to Joey Preston<br>from Upstate Law Group).....                 | 2549-2560 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 42</b> (1/31/11 Invoice to Joey Preston<br>from Upstate Law Group).....                 | 2561-2586 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 43</b> (Text Message/Telephone Log of<br>messages/calls to and from Joey Preston) ..... | 2587-2625 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 44</b> (1/13/10 Copy of Check to<br>Upstate Law Group from Joey Preston) .....          | 2626-2632 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 45</b> (8/5/08 Email from Michael<br>Thompson to Joey Preston).....                     | 2633-2634 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 46</b> (8/14/08 Email to Robert Waldrep<br>from Eddie Moore) .....                      | 2635      |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 47</b> (9/23/08 Email to Robert Waldrep<br>from Eddie Moore) .....                      | 2636      |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 48</b> (10/13/08 Email to Bob Waldrep<br>from Tom Beck).....                            | 2637-2638 |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 49</b> (11/25/08 Email to Henry<br>McMaster from Eddie Moore).....                      | 2639      |
| Introduced into evidence.....  | 295       |
| • <b>Defendant’s Exhibit 50</b> (12/29/08 Order granting<br>Temporary Injunction).....                           | 2640-2647 |

|   |           |
|---|-----------|
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 51</b> (6/10/10 Summary of Costs<br>Associated with Investigation) .....                         | 2648      |
| Introduced into evidence.....   | 1883      |
| • <b>Defendant’s Exhibit 52</b> (8/4/08 Email to Robert Waldrep<br>from Eddie Moore) .....                                | 2649-2650 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 53</b> (10/1/12 Letter to Troy Tessier<br>from Charles Alford).....                              | 2651-2670 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 54</b> (10/9/12 Letter to Troy Tessier<br>from Charles Alford).....                              | 2671-2681 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 55</b> (10/1/12 Letter to Troy Tessier<br>from Charles Alford).....                              | 2682-2683 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 56</b> (September 2007 Visa Statement) .....   | 2684      |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 57</b> (4/1/08 Memo to William<br>McAbee from Joey Preston) .....                                | 2685      |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 58</b> (10/7/08; 10/21/08 and 11/3/08<br>Memo to County Council from Bill McAbee).....           | 2686-2688 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 59</b> (12/12/06 Agreement to Buy and<br>Sell Real Estate).....                                  | 2689-2691 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 60</b> (Anderson County Position<br>Description for Economic Development Division Director)..... | 2692-2697 |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 61</b> (9/20/06 News Release).....   | 2698      |
| Introduced into evidence.....   | 295       |
| • <b>Defendant’s Exhibit 62</b> (Heather Simmons Jones Resume).....   | 2699-2700 |
| Introduced into evidence.....   | 1883      |

- **Defendant’s Exhibit 63** (9/7/06 Email from Heather to  
Joey Preston).....2701  
Introduced into evidence.....1883
- **Defendant’s Exhibit 64** (9/14/08 Email from Heather to  
Joey Preston)..... 2702-2705  
Introduced into evidence.....1883
- **Defendant’s Exhibit 65** (11/3/09 Email from Jana Pressley  
to Rita Davis) .....2706  
Introduced into evidence.....1883
- **Defendant’s Exhibit 66** (2/24/09 Email to Tommy Dunn  
from Michael Cunningham)..... 2707-2712  
Introduced into evidence.....1883
- **Defendant’s Exhibit 67** (11/1/07 Letter to Joey Preston  
from Palmetto Agricultural Consultants)..... 2713-2755  
Introduced into evidence.....295
- **Defendant’s Exhibit 68** (11/3/08 Email from Allison  
Schaum to Joey Preston).....2756
- **Defendant’s Exhibit 69** (11/24/08 Agenda – Personnel  
Committee Meeting)..... 2757-2758  
Introduced into evidence.....295
- **Defendant’s Exhibit 70** (11/4/08 Personnel Committee  
Special Called Meeting).....2759  
Introduced into evidence.....295
- **Defendant’s Exhibit 71** (11/17/08 Letter to Joey Preston  
from Councilmen).....2760  
Introduced into evidence.....295
- **Defendant’s Exhibit 72** (12/6/06 Incident Report) ..... 2761-2771
- **Defendant’s Exhibit 73** (10/30/06 Letter to K. E. Nichols  
from William H. “Billy” O’Dell).....2772
- **Defendant’s Exhibit 74** (11/28/06 Letter to K. E. Nichols  
from South Carolina Supreme Court)..... 2773-2774
- **Defendant’s Exhibit 75** (12/13/06 Newspaper Article) .....2775

- **Defendant’s Exhibit 76** (Letter to Council Members from Kelly Nichols).....2776  
Introduced into evidence.....1181
- **Defendant’s Exhibit 77** (10/30/06 Letter to K. E. Nichols from William H. “Billy” O’Dell)..... 2777-2804
- **Defendant’s Exhibit 78** (4/16/07 Letter to K E. Nichols from Theresa Weathers).....2805
- **Defendant’s Exhibit 79** (6/1/07 Hand-written statement of Kelly Elaine Nichols).....2806
- **Defendant’s Exhibit 80** (4/23/08 Email to Eddie Moore from Jena Trammel)..... 2807-2810  
Introduced into evidence.....295
- **Defendant’s Exhibit 81** (4/24/08 Email to Eddie Moore; waimradio@yahoo.com from Eddie Moore)..... 2811-2813  
Introduced into evidence.....295
- **Defendant’s Exhibit 82** (5/8/08 Email to Eddie Moore from Jena Trammel)..... 2814-2816  
Introduced into evidence.....295
- **Defendant’s Exhibit 83** (6/11/08 Email to Ed Moore from Jena Trammel) .....2817  
Introduced into evidence.....1883
- **Defendant’s Exhibit 84** (6/15/08 Email from Eddie Moore to emoore@trivergent.net)..... 2818-2820
- **Defendant’s Exhibit 85** (8/3/08 Email to Eddie Moore from emoore@trivergent.net) ..... 2821-2822  
Introduced into evidence.....295
- **Defendant’s Exhibit 86** (8/4/08 Email from Eddie Moore) ..... 2823-2824  
Introduced into evidence.....295
- **Defendant’s Exhibit 87** (8/4/08 Email to Jena Trammel from Eddie Moore) .....2825  
Introduced into evidence.....295
- **Defendant’s Exhibit 88** (8/4/08 Email to Eddie Moore from Jena Trammel).....2826  
Introduced into evidence.....295

- **Defendant’s Exhibit 89** (8/13/08 Email to Eddie Moore from Stan Welch)..... 2827-2828  
Introduced into evidence.....295
- **Defendant’s Exhibit 90** (10/13/08 Email to Eddie Moore from Linda Gilstrap) ..... 2829-2830  
Introduced into evidence.....295
- **Defendant’s Exhibit 91** (10/20/08 Email to Stan Welch from Eddie Moore) .....2831  
Introduced into evidence.....295
- **Defendant’s Exhibit 92** (11/13/08 Email to Joey Preston from Eddie Moore) ..... 2832-2835  
Introduced into evidence.....295
- **Defendant’s Exhibit 93** (11/13/08 Email to Gail King from Eddie Moore) .....2836  
Introduced into evidence.....295
- **Defendant’s Exhibit 94** (11/13/08 Email to Waimradio@yahoo.com from Eddie Moore) .....2837  
Introduced into evidence.....295
- **Defendant’s Exhibit 95** (6/16/08 Email to Waimradio@yahoo.com from Eddie Moore) .....2838  
Introduced into evidence.....295
- **Defendant’s Exhibit 96** (6/1/12 Order to Cease and Desist)..... 2839-2840  
Introduced into evidence.....1883
- **Defendant’s Exhibit 97** (9/23/08 Email to Waimradio@yahoo.com from Eddie Moore) ..... 2841-2842  
Introduced into evidence.....295
- **Defendant’s Exhibit 98** (10/9/08 Email to Tom Allen; Eddie Moore; Bob Waldrep from Tom Beckwith) ..... 2843-2844  
Introduced into evidence.....1883
- **Defendant’s Exhibit 99** (10/13/08 Email to Eddie Moore from Linda Gilstrap) ..... 2845-2846
- **Defendant’s Exhibit 100** (11/10/08 Email to Tom Beckwith from Eddie Moore) ..... 2847-2849  
Introduced into evidence.....295

- **Defendant’s Exhibit 101** (11/25/08 Email to Henry McMaster from Eddie Moore) .....2850  
Introduced into evidence.....295
- **Defendant’s Exhibit 102** (12/1/08 Email to Eddie Moore from Stan Welch)..... 2851-2853
- **Defendant’s Exhibit 103** (12/1/08 Email to thomas9976@charter.net; kelli@waldreplaw.com from Eddie Moore) ..... 2854-2856
- **Defendant’s Exhibit 104** (12/1/08 Email to Stan Welch from Eddie Moore) .....2857  
Introduced into evidence.....295
- **Defendant’s Exhibit 105** (12/1/08 Email to Eddie Moore from Stan Welch).....2858  
Introduced into evidence.....1883
- **Defendant’s Exhibit 106** (2/7/08 letter to Sheriff David Crenshaw from Michael Thompson) .....2859
- **Defendant’s Exhibit 107** (12/12/05 Incident Report) ..... 2860-2862
- **Defendant’s Exhibit 108** (12/4/08 Email from Michael Thompson to Mike Cunningham)..... 2863-2865  
Introduced into evidence.....295
- **Defendant’s Exhibit 109** (7/16/08 Email to thomas9976@charter.net; eddie.moore@fluor.com from Tom Beckwith) ..... 2866-2869
- **Defendant’s Exhibit 110** (11/25/08 Email to Eddie Moore from Tom Allen)..... 2870-2871  
Introduced into evidence.....1883
- **Defendant’s Exhibit 111** (12/24/08 Email to Tommy Dunn; Eddie Moore from Tom Allen) ..... 2872-2873
- **Defendant’s Exhibit 112** (5/14/10 Email from Janice Yates to Brent Moore) .....2874
- **Defendant’s Exhibit 113** (General Orders Surveillance)..... 2875-2877  
Introduced into evidence.....295

- **Defendant’s Exhibit 114** (12/14/05 Newspaper Article) .....2878
- **Defendant’s Exhibit 115** (11/30/10 Newspaper Article) ..... 2879-2881
- **Defendant’s Exhibit 116** (12/12/05 Incident Report) ..... 2882-2884
- **Defendant’s Exhibit 117** (9/25/08 Letter to Council from Foster Law Firm) ..... 2885-2886  
 Introduced into evidence.....295
- **Defendant’s Exhibit 118** (10/27/08 Hand-written notes).....2887  
 Introduced into evidence.....295
- **Defendant’s Exhibit 119** (Municode Sec. 2-37 Meetings of the Council) ..... 2888-2893  
 Introduced into evidence.....295
- **Defendant’s Exhibit 120** (Municode Sec. 2-288 Conflict of interest) ..... 2894-2895  
 Introduced into evidence.....295
- **Defendant’s Exhibit 121** (7/16/03 Memo from Special Agent Eugene G. Donohue to Case File 34-02-96) ..... 2896-2898
- **Defendant’s Exhibit 124** (Hotel Receipt) .....2899
- **Defendant’s Exhibit 127** (9/22/02 Newspaper Article) ..... 2900-2907
- **Defendant’s Exhibit 128** (11/29/06 Forensic Services Laboratory Report)..... 2908-2910
- **Defendant’s Exhibit 129** (9/11/06 Forensic Services Laboratory Report)..... 2911-2915
- **Defendant’s Exhibit 130** (Letter to Dr. Alan Elmore) ..... 2916-2917
- **Defendant’s Exhibit 131** (Letter to Robert Stansell) ..... 2918-2919
- **Defendant’s Exhibit 132** (2/15/05 Judgment)..... 2920-2921
- **Defendant’s Exhibit 133** (March 2006 Letter to council members)..... 2922-2926  
 Introduced into evidence.....653
- **Defendant’s Exhibit 135** (Copy of note and envelope addressed to Sarah Ricketson) .....2927

- **Defendant’s Exhibit 136** (2/7/08 Letter to Sheriff David Crenshaw from Michael Thompson) .....2928  
 Introduced into evidence.....1266
- **Defendant’s Exhibit 137** (Fuelmaster Transaction Listing) ..... 2929-2932  
 Introduced into evidence.....295
- **Defendant’s Exhibit 138** (3/06 Letter).....2933  
 Introduced into evidence.....1264
- **Defendant’s Exhibit 139** (12/24/08 Email to Tommy Dunn; Eddie Moore from Tom Allen) ..... 2934-2935
- **Defendant’s Exhibit 140** (1/6/09 County Council Minutes)..... 2936-3009
- **Defendant’s Exhibit 141** (10/29/08 Email to thomas9976@charter.net from Eddie Moore) .....3010
- **Defendant’s Exhibit 142** (9/23/08 Email to waimradio@yahoo.com from Eddie Moore) .....3011
- **Defendant’s Exhibit 143** (11/20/08 Email to thomas9976@charter.net from Eddie Moore) .....3012
- **Defendant’s Exhibit 144** (5/19/08 Email to Eddie Moore from Jena Trammel).....3013
- **Defendant’s Exhibit 145** (6/22/08 Email to Eddie Moore from Jena Trammel).....3014
- **Defendant’s Exhibit 146** (6/16/08 Email to Eddie Moore from Jena Trammel)..... 3015-3016
- **Defendant’s Exhibit 147** (7/3/08 Email to Eddie Moore from Eddie Moore) ..... 3017-3019
- **Defendant’s Exhibit 148** (7/17/08 Email to Tom Beckwith from Eddie Moore) .....3020
- **Defendant’s Exhibit 149** (8/5/08 Email to hhopkins@andersoncountysc.org from Eddie Moore) .....3021
- **Defendant’s Exhibit 150** (8/13/08 Email to waimradio@yahoo.com; suthrnboy@charter.net from Eddie Moore) ..... 3022-3023

- **Defendant’s Exhibit 151** (8/13/08 Email to Stan Welch from Eddie Moore) .....3024
- **Defendant’s Exhibit 152** (10/16/08 Email to Eddie Moore from Heather Jones)..... 3025-3027
- **Defendant’s Exhibit 153** (10/1/08 Email to Tom Allen from Eddie Moore) .....3028
- **Defendant’s Exhibit 154** (10/2/08 Email to Tom Allen from Eddie Moore) .....3029
- **Defendant’s Exhibit 155** (10/13/08 Email to Bob Waldrep from Tom Beckwith)..... 3030-3031
- **Defendant’s Exhibit 156** (10/17/08 Email to Eddie Moore from Stan Welch).....3032
- **Defendant’s Exhibit 157** (10/22/08 Email to Tom Beckwith from Eddie Moore) ..... 3033-3034
- **Defendant’s Exhibit 158** (11/21/08 Email to Eddie Moore from Elaine@News-Chronicle) .....3035
- **Defendant’s Exhibit 159** (12/1/08 Email to Eddie Moore from Stan Welch).....3036
- **Defendant’s Exhibit 160** (12/3/08 Email to Eddie Moore from Tom Beckwith)..... 3037-3038
- **Defendant’s Exhibit 161** (3/6/13 Email from Lane Davis to Judge Couch) ..... 3039-3041

**V. POST TRIAL ORDERS & PLEADINGS**

**PAGES**

1. Post-Trial Brief of Defendant South Carolina Retirement System dated November 16, 2012 ..... 3042-3051
2. Plaintiff’s Post-Trial Memorandum dated November 16, 2012 ..... 3052-3098
3. Closing Argument for Defendant Joey Preston dated November 16, 2012..... 3099-3162

|   |                  |
|---|------------------|
| 4. Anderson County’s Motion to Alter or Amend Judgment dated<br>May 13, 2013 .....                                    | 3163-3176        |
| 5. Preston’s Memorandum Opposing Plaintiff’s Motion to<br>Reconsider dated July 16, 2013 .....                        | 3177-3244        |
| 6. Plaintiff Anderson County’s Motion to Amend Complaint dated<br>July 15, 2013 .....                                 | 3245-3270        |
| 7. Plaintiff Anderson County’s Reply in Support of its Motion to<br>Alter or Amend Judgment dated July 24, 2013 ..... | 3271-3303        |
| 8. Preston’s Memorandum Opposing Plaintiff’s Motion to Amend<br>dated September 3, 2013 .....                         | 3304-3324        |
| <b>VI. <u>CERTIFICATE OF COUNSEL</u>.....</b>   | <b>3325-3326</b> |

# News-Chronicle Letters to the editor

*(This is an open letter from Anderson County administrator Joey Preston concerning allegations of stalking and harassment against his family and members of the County Council. It is printed in its entirety.)*

Dear Council Members:

Since September 2005 I, along with my family, members of County Council, County employees, and even members of my church have received unsigned letters. The letters, which have been personal attacks on my character, have been insulting, threatening, and vulgar in nature. To date, I have documented at least 75 such letters to various people.

On November 28, 2005 I sent you a letter briefly detailing the harassment, and I encouraged each of you, if you became the subject of such letters to pursue law enforcement's involvement. At the time I sent the letter, I had asked for and received the assistance of the Anderson County Sheriff's office in investigating the matter. As their investigation has proceeded, the nature of the harassment has increased. Beyond the letters, individuals involved also began placing anonymous phone calls to my of-

fice, choosing to use vulgar and offensive language with County employees. Phone calls were also placed to my home, all anonymous, all using the same threatening and offensive language. These calls were traced to pay phones in various locations and sometimes they came from cell phones with their numbers blocked. At times I would be home to get these calls, at other times the caller felt it necessary to use the same tone and language with my wife.

The slanderous and purposely false accusations have continued. To date, more than twenty of these calls have been placed to my home. You can imagine how disturbing this would be if it was your spouse that was receiving these calls. I now ask you to imagine how disturbed you would be if an anonymous caller also decided to express their vulgar views to your 12 year-old child. On at least two occasions over the past thirty days, that is exactly what has happened to my son. As adults we can sometime rationalize our circumstances or explain them away as just a fact of life, however it is a bit more difficult to ask a 12 year old to adopt that same reasoning.

Beyond the calls and the harassing letters, those involved have also engaged in more threatening activities that have included following my family and me. It appears a tremendous effort has been put into an attempt to stalk and harass my family. The real question is why? I believe the reason is political in nature, and I believe it goes to a desire by some to drive our community into a state of dysfunction and to reverse or stop the positive steps we've made. Although our progress is something every citizen can take credit for, it appears the belief of this committed group of individuals is that the first and most important step is to remove me from this community. I believe this is the reason why those involved made the decision to include my wife, children, co-workers, employer, and even those I attend church with in their mailings and phone calls. Like all terrorists, their goal is to disrupt via fear by focusing on those that usually have nothing to do with an issue.

Thankfully, as I mentioned earlier local law enforcement has been involved for quite some time and has made a great deal of progress in an ongoing investigation. A little over

two weeks ago as a part of that investigation, the sheriff's department directed my involvement in an operation designed to more fully ascertain the identities of those involved. I am sure each of you have been contacted or have heard the viscous rumors circulating as a result of that operation. All reputable media outlets in the community chose not to print the erroneous information, deciding instead to check facts prior to providing coverage. Unfortunately one media outlet chose to immerse itself in the non-story and went on to assist in the spreading of the trashy rumors. Although their decision to air knowingly false information and rumors prompted more anonymous calls to County employees, family members, and others, it also helped to solidify the efforts of the Sheriff's department.

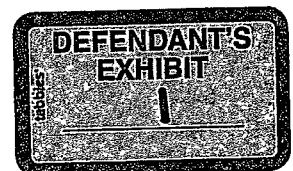
For those that wondered why there was no official response from me regarding the most recent false allegations, I hope that this will clear up any confusion. For those that believed my silence was somehow an admission of wrong doing, please know that

*Continued on page three*

my silence was necessary to help shine a light on the things that have been taking place under the dark veil of anonymous hate mail and phone calls from phone booths. For those that believed the trash shared via the airwaves signaled the end of my time here in Anderson, I am sorry to disappoint you.

For the record let me state, that my family and I have made Anderson our home, and I intend to continue to be a vigorous supporter of its healthy growth and progress. Although the threats and harassment would normally be effective in driving a person away, they have had a very different impact on me. The activities of the past several months have confirmed for me that this community is definitely moving in the right direction because of the desperate actions taken by those that don't want it to. My hope is that none of you will ever have your families subjected to the things that have occurred not only to my family but also to other County employees. My promise to each of you is to remain committed to the goals and objectives you have outlined as representatives of Anderson County. The reason I will remain committed is simple, it is because our community deserves the very best, even if some choose to believe otherwise.

*Yours truly, Joey R. Preston, Anderson County Administrator*





*Making News  
Making Progress*

February 28, 2007

**Prudential C. Dan Joyner Co.  
Mr. Mike Settle  
2124 E. Greenville St.  
Anderson, S. C. 29621**

County Administrator

Joey R. Preston

Council Members

Bob Waldrep

Chairman

District 1

Michael G. Thompson

Vice Chairman

District 5

Grace S. Floyd

District 2

Larry E. Greer

District 3

Bill McAbee

District 4

Ron Wilson

District 6

St. Cindy Wilson

District 7

Clerk to Council

Linda N. Eddleman

**Re: Property at 3839 – 41 Old Portman Rd  
TMS # 097-00-04-002**

Anderson County has significant interest in the property listed at 3839 – 41 Old Portman Road. Please consider this counter offer to purchase the above stated property by Anderson County in the amount of one million, seventy-one thousand, eight hundred seventy-five dollars (\$1,071,875.00) contingent upon approval and funding from the Anderson County Council. Please contact my office at 260-4031 at your earliest convenience to set up a meeting to further discuss this property.

Sincerely,

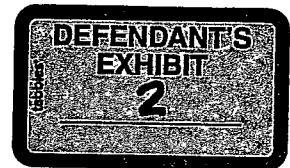
**Joey R. Preston  
Anderson County Administrator**



2001 2002 J. McNeil Graham Award Winner  
for Excellence in Governmental Performance  
2007 Governmental Personnel Contribution Award Winner

Post Office Box 8002 Anderson, S.C. 29622-8002  
(864) 260-4031 (864) 260-4106 fax

[www.andersoncountysc.org](http://www.andersoncountysc.org)



Pif\_01099

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

**AFFIDAVIT OF STEVE EBBELER**

Personally appeared before me, Steve Ebbeler, who after being duly sworn, states that the following is based on his personal knowledge and observation:

1. My name is Steve Ebbeler and I am over 18 years old.
2. My address is [REDACTED]
3. I was hired by Anderson County to install a fence at the Anderson County Civic Center. While I was working on this project, County Administrator Joey Preston asked me to give him a quote on installing a fence at his home like the one being installed at the Civic Center. He knew me, probably because I was under contract with Anderson County at the time.
4. I quoted a price of Four Thousand Dollars (\$4,000.00) to Preston and began installing a fence at his home using drop material from the Civic Center project.
5. When I completed the Preston home project, Preston paid me One Thousand Dollars (\$1,000.00) and told me there would be "a lot more work" coming my way.
6. When I later completed the Civic Center project, I informed Preston that the project was Seven Thousand Dollars (\$7,000.00) under budget. Preston told me to continue to install fencing until the Seven Thousand Dollars (\$7,000.00) was spent. I felt like this was Preston's way of compensating me for the shortfall in payment at his home project.
7. I later told a man I knew as "Rick Skoog" that I gave Preston a good deal on his home fence. After this conversation, Preston called me and was angry about my comment to Skoog. I received no more new Anderson County business after the phone call from Preston.

FURTHER AFFIANT SAYETH NOT.

Steve Ebbeler  
Steve Ebbeler

SWORN to before me this 28<sup>th</sup>  
day of May, 2009.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 13 JUN 2015

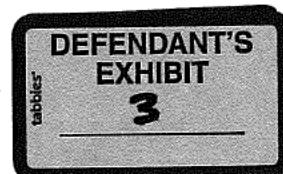
*I need a copy of this statement.*

[Signature]

*Witness!*  
[Signature]

Palmetto Investigations

**COPY**



Pif\_04653



Grantor's heirs, successors and assigns, against Grantor and Grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the execution hereof this 29 day of June, in the year of our Lord Two Thousand One (2001) and in the Two Hundred and Twenty-Fourth (224th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Lydia P. Yates  
Carol J. White

PERPETUAL BANK, FSB

By: Benny Viala  
Its: SVP

STATE OF SOUTH CAROLINA )

COUNTY OF ANDERSON )

PROBATE

PERSONALLY APPEARED before me Lydia P. Yates, who, being duly sworn, deposes and says that s/he saw Perpetual Bank, FSB, by Benny Viala, its SVP sign and deliver the within Deed for the uses and purposes therein mentioned and that s/he with Carol J. White witnessed the execution thereof.

SWORN TO BEFORE ME THIS

29 day of June, 2001.

Carol J. White (LS)  
Notary Public for South Carolina  
My commission Expires: 11/02/06

Lydia P. Yates  
Notary

STATE OF SOUTH CAROLINA )  
 ) AFFIDAVIT  
COUNTY OF ANDERSON )

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

Property located at [redacted] bearing Anderson  
County Tax Map Number 173-00-01-005 was transferred by Perpetual Bank, FSB to Joey R. Preston  
and Barbara B. Preston on June 29, 2001.

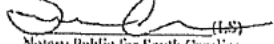
The transaction was (Check one):

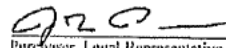
- an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was: \$250,000.00
- not an arm's length real property transaction and the fair market value of the property is \$ \_\_\_\_\_
- The above transaction is exempt, or partially exempt, from the recording (see as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is (See back of affidavit): \_\_\_\_\_

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: \_\_\_\_\_ Seller \_\_\_\_\_ Attorney for Purchaser  
Other: \_\_\_\_\_

I further 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.

SWORN TO BEFORE ME THIS

29 day of June, 2001.  
  
Notary Public for South Carolina  
My Commission Expires: June 6, 2008

  
Purchaser, Legal Representative of the Purchaser, or  
other responsible Person Connected with the  
Transaction

\*The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

010021663 07/02/2001 10:44:36AM  
FILED, RECORDED, INDEXED  
Bk:04248 Pg:00249 Pages:3  
Rec Fee:10.00 St Fee:650.00  
Co Fee:273.00  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

Copy

## Former council member was offered county job, ex-administrator says

By Mike Ellis (Contact)  
Thursday, August 13, 2009

### STORY TOOLS

- E-mail story
- Comments
- iPod friendly
- Printer friendly

### SHARE AND ENJOY

BOOKMARK

### MORE LOCAL NEWS

- Woman on bicycle is struck, killed in Anderson County
- Fair Play fire station gets emergency generator
- Lavonia, Ga police to crack down on drunken driving

### RATE THIS ARTICLE

1 vote

ANDERSON COUNTY — Former Anderson County Council chairman Michael G. Thompson was told last year while he was still in office that he would have a job in the county's purchasing department as an assistant buyer, then-administrator Joey Preston said Thursday.

Preston said the position was advertised, and Thompson applied and was the best candidate. He said Thompson has a master's degree in business administration and had worked in purchasing for Bosch, an Anderson County manufacturer.

Preston said Thompson was hired and was supposed to begin work in January.

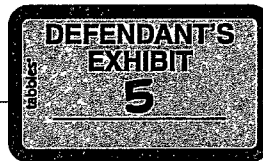
Thompson never started work.

Michael Cunningham, who became administrator after Preston was forced out, decided not to allow Thompson to start, Preston said.

Cunningham was not available for comment. Thompson has not responded to requests for comment.

Thompson was defeated in a primary election in June 2008. His term ended in December 2008.

Purchasing director Robert Carroll, who would have been Thompson's boss if he had started as an assistant buyer, said he knew that Thompson could potentially have been hired.



Pif\_01206

"I had a position opening. We'd posted the job and there were several applicants," he said.

The position is still vacant and funding for the job was removed from the current budget.

Carroll said he did not know whether he could release the names of the applicants and he did not confirm whether Thompson was ever officially hired

Thompson also had expressed interest in eventually getting a job in the county's assessor department, Preston said, although Preston said that would likely not have happened

Assessor Mike Freeman said he did not know whether anyone promised Thompson a job, but he would not have hired Thompson because of the circumstances of the potential hire.

Freeman said that in the political climate of the time, however, he might not have been able to stop Thompson from working if Preston had wanted him to work

Thompson charged the county a little more than \$6,500 in tuition, travel and hotel expenses to get trained to be an apprentice appraiser, Freeman said.

Thompson's assessor training was not complete until after Cunningham became administrator, although that training was not relevant to the purchasing position he was set to begin

Freeman said his own employees have sought that apprenticeship training at least twice in the last 15 years, but he required them to pay for the initial courses themselves

"This just perturbed me to no end," Freeman said.

He said that Thompson's charges left him with very little money to pay for continuing education courses for his assessors

The county pays for continuing education for employees, generally \$125 to \$175 per seven hours, Freeman said. Assessors are required to have more than 14 hours of course work each year, he said.

Freeman said the budget shortage caused by Thompson's bills required him to shift around his funds and delay some purchases

Freeman said he first noticed Thompson's bills, which were paid out of his department's budget, in early November but would have seen the charges earlier if not for new regulations and reassessments that consumed his time

Preston said Freeman told him in 2008 that he would not hire Thompson under the circumstances.

The former administrator said any council member could take whatever training he or she wanted.

Thompson first put in a request for the training in February 2008, before he lost the primary

Preston said it is not unusual for a council member to move into a county position. Former council member Mike Holden began work for the sheriff immediately after his term ended

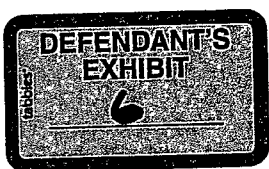
Plf\_01207

Last year council member Cindy Wilson worked on a proposed ordinance that would have prevented the county from hiring former council members for one year after their terms. The ordinance was never approved.

But Thompson is quoted in the Independent Mail in June 2008 as saying that he had no plans to work for the county.

P1f\_01208

286,698 00\*†  
32,527.00 †  
36,623 95 †  
003  
SCT 355,848 95 \*  
780,575 00\*†  
3,409.05 †  
002  
JHP 783,984 05 \*  
783,984 05\*†  
355,848 95 †  
002  
1,139,833 00 \*  
780,575.00\*†  
359,258 00 †  
002  
1,139,833 00 \*



Pif\_01657

CONTRACT TERMINATION PROPOSAL  
 WITH 1) A TOTAL OF 6 YEARS, 3 MONTHS OF RETIREMENT PURCHASED BY COUNTY, and 2) LEGAL EXPENSES PAID BY COUNTY  
 SUMMARY OF ALL COMPENSATION AND BENEFITS THAT WOULD BE EXPENDED EITHER TO ADMINISTRATOR OR ON HIS BEHALF

| DESCRIPTION  | 2009<br>AMOUNT<br>(12 MONTHS) | 2010<br>AMOUNT<br>(12 MONTHS) | 2011<br>AMOUNT<br>THRU 7/21<br>(0.5 MONTHS) | TOTALS<br>2009 THRU<br>7/21/2011 |
|--|-------------------------------|-------------------------------|---|----------------------------------|
| 1 SALARY   | \$167,838                     | \$171,195                     | \$87,309                                    | \$426,342                        |
| 2 SOCIAL SECURITY/MEDICARE TAXES - EMPLOYER  | \$8,758                       | \$8,806                       | \$6,679                                     | \$24,243                         |
| 3 UNUSED VACATION PAY OUT (AS OF 9/30/08)  | \$40,424                      |                               |   | \$40,424                         |
| 4 SICK AND COMP LEAVE (AS OF 9/30/08)  | \$64,415                      |                               |   | \$64,415                         |
| 5 401(K) (PER CONTRACT)  | \$5,374                       | \$5,374                       | \$2,911                                     | \$13,659                         |
| 6 401(K) COUNTY MATCH  | \$300                         | \$300                         | \$150                                       | \$750                            |
| 7 LIFE INSURANCE (CURRENT RATES, ASSUME NO INCREASE)   | \$928                         | \$928                         | \$503                                       | \$2,359                          |
| 8 RETIREMENT (9.39% EMPLOYER PORTION ONLY)   | \$15,760                      | \$16,075                      | \$8,198                                     | \$40,033                         |
| 9 HEALTH INSURANCE (USED 2008 CURRENT RATES PLUS 5%)   | \$11,342                      | \$11,909                      | \$6,773                                     | \$30,024                         |
| 10 DENTAL INSURANCE (USED 2008 CURRENT RATES PLUS 5%)  | \$416                         | \$437                         | \$249                                       | \$1,102                          |
| 11 LONG-TERM DISABILITY (USED 2008 CURRENT RATES PLUS 5%)  | \$45                          | \$47                          | \$27  | \$119                            |
| 12 OPTIONAL LIFE (USED 2008 CURRENT RATES PLUS 5%)   | \$794                         | \$833                         | \$473                                       | \$2,100                          |
| 13 SUPPLEMENTAL LONG-TERM DISABILITY (CURRENT RATES PLUS 5%)   | \$277                         | \$291                         | \$166                                       | \$734                            |
| 14 TELEPHONE (FY08 ACTUAL PLUS 5%)   | \$4,369                       | \$4,588                       | \$2,607                                     | \$11,564                         |
| 15 FUEL (FY08 ACTUAL PLUS 5%)  | \$7,591                       | \$7,970                       | \$4,531                                     | \$20,092                         |
| 16 COUNTY TO TRANSFER OWNERSHIP OF VEHICLE TO MR PRESTON   | \$0                           | \$0                           | \$0   | \$0                              |
| 17 VEHICLE INSURANCE (FY08 ACTUAL PLUS 5%)   | \$817                         | \$858                         | \$488                                       | \$2,163                          |
| 18 VEHICLE REPAIRS (FY08 ACTUAL PLUS 5%)   | \$2,000                       | \$2,100                       | \$1,194                                     | \$5,294                          |
| 19 DUES AND SUBSCRIPTIONS (FY08 ACTUAL PLUS 5%)  | \$310                         | \$310                         | \$169                                       | \$789                            |
| 20 ANNUAL PHYSICAL (ESTIMATE ONLY)   | \$500                         | \$500                         | \$500                                       | \$1,500                          |
| <b>SUBTOTAL</b>  | <b>\$332,268</b>              | <b>\$232,521</b>              | <b>\$122,927</b>                            | <b>\$687,706</b>                 |
| <b>ADDITIONAL ITEMS PER CONTRACT:</b>  |                               |                               |   |                                  |
| 21 SEVERANCE PAY OF 6 MONTHS   |                               |                               |   | \$83,920                         |
| 22 ALL HEALTH, LIFE, DENTAL AND DISABILITY INSURANCE FOR 6 MONTHS<br>This is item #'s 9 through 13, plus #7  |                               |                               |   | \$6,901                          |
| 23 ALL OTHER COUNTY PROVIDED BENEFITS TO BE PAID FOR SIX MONTHS<br>This is item #'s 14 through 20, 2, 5, 6, and #8                                 |                               |                               |   | \$27,131                         |
| <b>ADDITIONAL ITEMS REQUESTED:</b>   |                               |                               |   |                                  |
| 24 COUNTY TO PURCHASE A TOTAL OF 6 YEARS AND 3MONTHS OF RETIREMENT SERVICE CREDIT  |                               |                               |   | \$319,225                        |
| 25 LEGAL EXPENSES  |                               |                               |   | \$15,000                         |
| 26 COUNTY TO PAY 100% OF COST OF RETIREE HEALTH INSURANCE THIS WOULD BEGIN AFTER ACTIVE INSURANCE ENDS, I.E JULY 2011 AND WOULD CONTINUE TO AGE 65 |                               |                               |   | \$0                              |
| <b>GRAND TOTAL</b>   |                               |                               |   | <b>\$1,139,883</b>               |

002356

PIF\_01658

**These were the original checks cut:**

|                         |                  |  |                      |
|-------------------------|------------------|--|----------------------|
| Gross amount due to JRP |                  |  | \$ 780,575 00        |
| Less.                   |                  |  |                      |
| 35% Federal Withholding | 273,201.25       |  |                      |
| 7% State Withholding    | 54,640.25        |  |                      |
| 1.45% Medicare          | <u>11,318.34</u> |  | <u>(339,159 84)</u>  |
| Net check to JRP        |                  |  | <u>\$ 441,415.16</u> |

**Amounts to SCRS per agreement:**

|                                       |  |  |                      |
|---------------------------------------|--|--|----------------------|
| Paid to SC Retirement System          |  |  | \$ 286,698.00        |
| Paid to SC Retirement System          |  |  | 32,527.00            |
| Paid to SC Retirement System          |  |  | <u>40,033.00</u>     |
| Total paid to SCRS by Anderson County |  |  | \$ 359,258.00        |
| Paid to SCRS by Joey R. Preston       |  |  | <u>238.49</u>        |
| Total paid to SCRS                    |  |  | <u>\$ 359,496.49</u> |

|  |  |  |                      |
|--|--|--|----------------------|
| SCRS Invoices                          |  |  | \$ 32,765.49         |
| SCRS Invoices                          |  |  | 286,698.00           |
| Retirement on 2009-2011 salary benefit |  |  | <u>40,033.00</u>     |
| Total paid to SCRS                     |  |  | <u>\$ 359,496.49</u> |

**The check for \$40,033 to the SCRS was sent back & applied as follows:**

|   |  |  |              |
|---|--|--|--------------|
| Check to SCRS to buy back 1 year, 4 months, & 23 days |  |  | \$ 36,623.95 |
|---|--|--|--------------|

Remaining balance to JRP:

|                          |                    |             |                    |
|--------------------------|--------------------|-------------|--------------------|
| Original check           | \$ 40,033.00       |             |                    |
| Less amount paid to SCRS | <u>(36,623.95)</u> | \$ 3,409.05 |                    |
| Less:                    |                    |             |                    |
| 35% Federal Withholding  | 1,193.17           |             |                    |
| 7% State Withholding     | 238.63             |             |                    |
| 1 45% Medicare           | <u>49.43</u>       |             | <u>(1,481.23)</u>  |
| Net check to JRP         |                    |             | <u>\$ 1,927 82</u> |

Pif\_01659

| ITEM NO. | INVOICE DATE | AMOUNT OF ITEM | DESCRIPTION  | CHECK NUMBER | AMOUNT OF CHECK |
|----------|--------------|----------------|--------------|--------------|-----------------|
| 001      |              | 441415.16      | GENERAL FUND |              |                 |
|          |              |                |              |              | 441415.16*      |

DETACH BEFORE DEPOSITING  
THIS IS FOR YOUR CLAIM RECORD

ANDERSON COUNTY, S.C.  
ANDERSON, S.C. 29622

ANDERSON COUNTY COUNCIL

CAROLINA FIRST  
ANDERSON, SC 29621

ANDERSON, SOUTH CAROLINA 29622

**ANDERSON COUNTY**  
SOUTH CAROLINA

PAY \*441415\*DOLLARS AND\*16\*CENTS

PAY TO THE ORDER OF JOEY R. PRESTON

DATE 11/19/2008

CHECK NO. [REDACTED]

AMOUNT \*\*441,415.16

00000

*Jason P. Phillips*

No. [REDACTED]



Pif\_01660

General Fund  
P.O. Box 8002  
Anderson, SC 29622

DATE 12-11-08

PAY TO THE ORDER OF

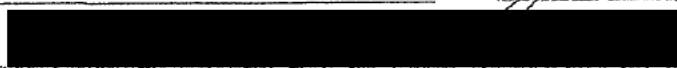
Joey R. Preston

\$ 1,927.80

One thousand nine hundred twenty seven and 80/100 DOLLARS

CAROLINA FIRST

Jan P. Kelly  
AUTHORIZED SIGNATURE



P1f\_01661

| ITEM NO. | INVOICE DATE | AMOUNT OF ITEM | DESCRIPTION  | CHECK NUMBER | AMOUNT OF CHECK |
|----------|--------------|----------------|--------------|--------------|-----------------|
| 001      |              | 286698.00      | GENERAL FUND | [REDACTED]   | 286698.00*      |

DETACH BEFORE DEPOSITING  
THIS IS FOR YOUR CLAIM RECORD

ANDERSON COUNTY, S.C.  
ANDERSON, S.C. 29622

286698.00\*

ANDERSON COUNTY COUNCIL

No. [REDACTED]

CAROLINA FIRST  
ANDERSON, SC 29621

ANDERSON, SOUTH CAROLINA 29622

ANDERSON COUNTY  
SOUTH CAROLINA

PAY: \*286698\*DOLLARS AND\*00\*CENTS

PAY TO THE ORDER OF

SOUTH CAROLINA RETIREMENT SYST.

DATE 11/19/2008

CHECK NO. [REDACTED]

AMOUNT \*\*286,698.00

00000.

*Jason P. Phillips*

[REDACTED]

Pif\_01662

County of Anderson SC  
General Fund  
P.O. Box 8002  
Anderson, SC 29622

DATE 11/19/08

PAY TO THE ORDER OF

S.C. Retirement System

\$ 32,527.00

Thirty two thousand five hundred twenty seven

00/100 DOLLARS

CAROLINA FIRST

*Jason P Phillips*



FOR

[Redacted]

AUTHORIZED SIGNATURE

MP

Pif\_01663

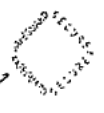
General Fund  
P.O. Box 8002  
Anderson, SC 29622

DATE 12-11-08

PAY TO THE ORDER OF S.C. Retirement System \$ 36,623.95  
Thirty six thousand six hundred twenty three & 95/100 DOLLARS

NC  
CAROLINA FIRST

*Alan P. Philly*  
AUTHORIZED SIGNATURE



Pif\_01664

## SOLICITOR ADAMS RELEASES STATEMENT ON PRESTON INVESTIGATION

Category: News

Published on Wednesday, 03 March 2010 14:27

(Anderson, SC) 10th Circuit Solicitor Chrissy Adams released the following statement today regarding the investigation into former Anderson County Administrator Joey Preston and related matters.

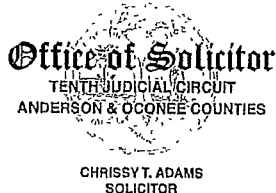
"After repeated requests and countless conversations with local officials who to date have not provided any specific information for our office to review, we have been unable to make an evaluation on whether charges should be pressed against Mr. Preston or any other county officials/employees. The Attorney General's office has now been asked to look into the Preston investigation and convene a statewide grand jury which possesses greater investigative powers than possible under a local Anderson County grand jury. I have spoken with the Attorney General's office and believe this will be the best course of action at this point because the statewide grand jury provides for subpoena power that does not exist with a local grand jury. SC Code Section 14-7-1610(C) of SC Code states in part.... ....that a state grand jury possessing considerably broader investigative authority than individual grand juries should be available to investigate public corruption offenses in SC....

After several months and hundreds of thousands of taxpayer dollars spent on this investigation, I hope that the involvement of the Attorney General's office can finally bring the taxpayers of Anderson County the answers they deserve."



JP SUPP\_00108

ANDERSON COUNTY COURTHOUSE  
PO BOX 8002  
ANDERSON, SC 29622  
TELEPHONE 864-260-4046  
FAX 864-260-4187



OCONEE COUNTY COURTHOUSE  
416 SOUTH PINE STREET  
WALHALLA, SC 29691  
TELEPHONE 864-638-4294  
FAX 864-638-4285

## EVIDENCE DOES NOT WARRANT PROSECUTION OF PRESTON DUI CHARGES

June 1, 2010

Contact: [pressinfo@solli10th.com](mailto:pressinfo@solli10th.com)

(Anderson, SC). The charge against Mr. Joey Preston for Driving Under the Influence has been dismissed.

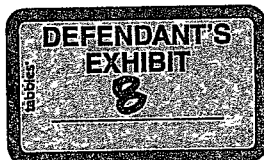
The chemical analysis of Mr. Preston's breath (Datamaster reading) registered a .03%, below the threshold level of .05% that is necessary to prosecute an individual for DUI.

Mr. Preston also submitted to a urine sample to test for the presence of any drugs. The SLED analysis came back negative for all drugs tested except for ibuprofen (Advil, Motrin, Nuprin), which is not recognized to be an impairing drug.

For your information, the applicable law is cited below.

Section 56-5-2930 of the SC Code of Laws states, in part:

- (A) It is unlawful for a person to drive a motor vehicle within this State while under the influence of alcohol to the extent that the person's faculties to drive a motor vehicle are materially and appreciably impaired, under the influence of any other drug or a combination of other drugs or substances which cause impairment to the extent that the person's faculties to drive a motor vehicle are materially and appreciably impaired, or under the combined



JP SUPP\_00106

influence of alcohol and any other drug or drugs or substances which cause impairment to the extent that the person's faculties to drive a motor vehicle are materially and appreciably impaired.

Section 56-5-2950 of the SC Code of Laws states, in part:

(G) In the criminal prosecution for a violation of Section 56-5-2930, 56-5-2933, or 56-5-2945 the alcohol concentration at the time of the test, as shown by chemical analysis of the person's breath or other body fluids, gives rise to the following:

(1) if the alcohol concentration was at that time five one-hundredths of one percent or less, it is conclusively presumed that the person was not under the influence of alcohol.

###

JP SUPP\_00107

SGJ 2010-202

**FILED**

JUN 13 2012

JAMES R. PARKS  
CLERK, STATE GRAND JURY

**STATE GRAND JURY OF SOUTH CAROLINA**

**Report of the Twenty-Third State Grand Jury into the  
Investigation of Anderson County Government  
Surrounding the Buy-out of the Former County  
Administrator**



JP SUPP\_00103

## INTRODUCTION

The State Grand Jury investigates public corruption pursuant to South Carolina Code Ann. Section 14-7-1630. We believe strongly that the public interest will be served in this case by the issuance of this report summarizing certain aspects of the Grand Jury investigation into this case.

## BACKGROUND AND SUMMARY

The South Carolina State Grand Jury began an investigation into the buy-out/severance agreement of the Fomer County Administrator and other related relevant matters concerning other members and/or employees of Anderson County. On February 25, 2010, South Carolina Law Enforcement Division ("SLED") submitted to the State Grand Jury Division, Office of the Attorney General, a case initiation memorandum proposing that an ongoing investigation concerning possible political corruption be adopted as a State Grand Jury matter. Statutorily required approvals of the Chief of SLED and the Attorney General were forthcoming, and on March 1, 2010, the Attorney General filed a Petition with the Presiding Judge of the State Grand Jury, the Honorable G. Thomas Cooper, Jr., requesting authority to open the matter as a State Grand Jury Investigation. Judge Cooper authorized the investigation by Order dated March 4, 2010. The investigation was carried over from the Twenty-First South Carolina State Grand Jury to the Twenty-Second South Carolina State Grand Jury by order from the Honorable G. Thomas Cooper, Jr., dated June 17, 2010. The investigation was carried over from the Twenty-Second South Carolina State Grand Jury to the Twenty-Third South Carolina State Grand Jury by order from the Honorable Clifton Newman, dated June 9, 2011.


## FINDINGS AND CONCLUSIONS

Work on this investigation continued. There have been Eighteen (18) witnesses who have testified before this body. In addition, during the investigation SLED Agents and Investigators from the Anderson County Sheriff's Office have interviewed a great number of other persons, and statements of these additional witnesses have been summarized and made available to the State Grand Jury.

In addition, this Grand Jury has issued document subpoenas producing over 10,000 pages which have been available for our consideration during the course of this investigation. We have explored every lead and followed all investigative avenues. The Grand Jury has thoroughly investigated all of the activities and events associated with the buy-out/severance agreement of the Former County Administrator and other related relevant matters concerning other members and/or employees of Anderson County.

This Grand Jury has not found probable cause to believe that crimes were committed. We understand that this Report is within our public duty in matters of public concern. At this point, we do not believe that there are additional witnesses or documents which should be or need to be subpoenaed in this investigation.

We, the members of the Twenty-Third State Grand Jury, do issue this Report this 12<sup>th</sup> day of June 2012.



FOREPERSON  
STATE GRAND JURY

CK to Teresa B.

F11111 9/23/2008 118.88 TRAINING  
F11111 9/23/2008 56.00 TRAINING



174.88\*

No.



CAROLINA FIRST  
ANDERSON, SC 29621

PAY \*\*\*\*174\*DOLLARS AND\*88\*CENTS

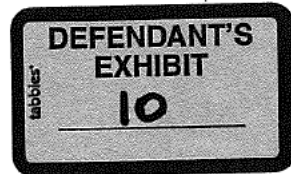
MICHAEL G. THOMPSON



9/24/2008



\*\*\*\*\*174.88



PIf\_00557

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|   |                                   |
|---|-----------------------------------|
| NAME: <u>Michael Thompson</u>             | DEPARTMENT: <u>Assessor</u>       |
| DESTINATION: <u>Columbia SC</u>           | DATE OF REQUEST: <u>9-23-08</u>   |
| PURPOSE OF TRAVEL: <u>Appraisal Class</u> | DATE OF DEPARTURE: <u>9-26-08</u> |
| <u>(Training)</u>                         | DATE OF RETURN: <u>9-28-08</u>    |
| <u>QE1</u>                                | MEANS OF TRANSPORTATION:          |
|   | County Vehicle _____              |
|   | Private Vehicle <u>✓</u>          |
|   | Air _____                         |
|   | Other _____                       |

**ANTICIPATED COST:**

|                     |    |               |
|---------------------|----|---------------|
| Transportation      | \$ | <u>118.88</u> |
| Lodging             | \$ |               |
| Meals               | \$ | <u>56.00</u>  |
| Miscellaneous       | \$ |               |
| <b>TOTAL</b>        | \$ | <u>174.88</u> |
| Advance Request     | \$ | <u>174.88</u> |
| Approximate Balance | \$ | <u>0</u>      |

**ACCOUNT NUMBERS:**

NOTES: attached

|  |                           |                   |
|--|---------------------------|-------------------|
| APPROVAL SIGNATURES: (Routing must be in the order as below) | Division Head Signature   | Finance Assistant |
|  | <u>M original</u>         | <u>e</u>          |
| DEPARTMENT HEAD:   | Account Number            | F #/PC #          |
|  | <u>2 Above</u>            | <u>F1111</u>      |
| FINANCE DEPARTMENT: <u>the fin</u>                           | BUDGETED: YES <u>X</u> NO | Voucher #         |
| COUNTY ADMINISTRATOR:  | <u>5856 00</u>            | <u>2 Above</u>    |

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual)

**SEP 24 2008**


**PERSONNEL MANUAL Sec.55-31 E.** "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual, approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE


|  |                                   |
|--|-----------------------------------|
| NAME: <u>Michael Thompson</u>                            | DEPARTMENT: <u>Assessor</u>       |
| DESTINATION: <u>Columbia SC</u>                          | DATE OF REQUEST: <u>9-23-08</u>   |
| PURPOSE OF TRAVEL: <u>Appraisal Class<br/>(Training)</u> | DATE OF DEPARTURE: <u>9-26-08</u> |
|  | DATE OF RETURN: <u>9-28-08</u>    |
| MEANS OF TRANSPORTATION:                                 |                                   |
|  | County Vehicle _____              |
|  | Private Vehicle <u>✓</u>          |
|  | Air _____                         |
|  | Other _____                       |

|  |  |  |
|--|--|--|
| <b>ANTICIPATED COST:</b><br><br>Transportation \$ <u>118.88</u><br>Lodging \$ _____<br>Meals \$ <u>56.00</u><br>Miscellaneous \$ _____<br><br><b>TOTAL</b> \$ <u>174.88</u><br>Advance Request \$ <u>174.88</u><br>Approximate Balance \$ <u>0</u> |  | <b>ACCOUNT NUMBERS:</b><br> |
| <b>NOTES:</b><br>_____<br>_____  |  |  |

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD: \_\_\_\_\_

FINANCE DEPARTMENT: \_\_\_\_\_ BUDGETED: YES \_\_\_ NO \_\_\_

COUNTY ADMINISTRATOR:  \_\_\_\_\_

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual)

PERSONNEL MANUAL Sec.55-31 E. "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual, approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

















ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

Call 1-800-FREE411 (1-800-373-3411) and get MapQuest Directions via text message.

# MAPQUEST

Total Time: 2 hours 4 minutes Total Distance: 117.70 miles

A: 650 Hunters Ln, Anderson, SC 29625-2036

-  1: Start out going SOUTHWEST on HUNTERS LN. 0.1 mi
-  2: Turn LEFT to stay on HUNTERS LN. 0.0 mi
-  3: Turn LEFT onto CENTERVILLE RD. 0.5 mi
-  4: Turn SLIGHT LEFT onto CHARLEY DR/CHARLIE DR. 0.2 mi
-  5: Turn SLIGHT LEFT onto PEARMAN DAIRY RD/PEARMAN DAIRY RD N/SC-28 BYP. 2.3 mi
-  6: Stay STRAIGHT to go onto LIBERTY HWY. 0.4 mi
-  7: Turn LEFT onto US-178/LIBERTY HWY. 1.2 mi
-  8: Merge onto I-85 N. 11.0 mi
-  9: Take EXIT 32 toward SC-8/PELZER/EASLEY. 0.3 mi
-  10: Turn RIGHT onto EASLEY HWY/SC-8. Continue to follow SC-8. 9.1 mi
-  11: SC-8 becomes SC-418. 11.4 mi
-  12: Merge onto I-385 S. 23.1 mi
-  13: I-385 S becomes I-26 E. 57.5 mi
-  14: Merge onto US-378 E/SUNSET BLVD via EXIT 110 toward WEST COLUMBIA. 0.4 mi
-  15: Turn RIGHT onto CHRIS DR. 0.1 mi
-  16: End at 1094 Chris Dr West Columbia, SC 29169-4722

B: 1094 Chris Dr, West Columbia, SC 29169-4722

Total Time: 2 hours 4 minutes Total Distance: 117.70 miles

$\times 2 = 235.40$

$\times 50\text{¢} =$

118.88

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Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

<http://www.mapquest.com/maps?1s=SC&1a=650+Hunters+Lane&1z=29625&2s=SC&2a=1094+Chris+...> 9/23/2008

Pif\_00560

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**NEW  
ONLINE  
COURSES**

We're pleased to offer **FIVE NEW CLASSES** this year for APPRAISAL ONLINE CONTINUING EDUCATION CREDIT! FINALLY APPROVED BY THE APPRAISERS BOARD/LLR, appraisers are now allowed to complete continuing education classes via distance learning! These courses are *exclusive* to the Real Estate School of South Carolina and cover hot topics like FHA/VA Appraisal and Mortgage Fraud. THE 7 HOUR USPAP COURSE IS ALSO AVAILABLE ONLINE!!

TO ACCESS THE CLASSES, FOLLOW THIS LINK:  
[REALESTATESCHOOLOFSC.FASTCLASS.COM](http://REALESTATESCHOOLOFSC.FASTCLASS.COM)

APPRAISAL LICENSING

To become an apprentice and ultimately a licensed appraiser, a total of 150 hours of classroom time is required, along with a 24 month apprenticeship. The courses we offer will satisfy all requirements for the apprentice level license and the regular license level. Should you desire to later upgrade to either Certified Residential (200 hours) or Certified General (300 hours) (upper level appraisal license designations), prior college credit will be required.

To become a Certified Residential Appraiser, in addition to the 200 hours of classroom instruction, you will need an Associate's Degree or at least 21 hours of the following college coursework: English Composition, Principles of Economics (Micro or Macro), Finance, Algebra/Geometry/or Higher Mathematics, Statistics, Introduction to Computers, Word Processing/Spreadsheets and Business or Real Estate Law.

To become a Certified General Appraiser, in addition to the 300 hours of classroom instruction, you will need a Bachelor's Degree or at least 30 hours of the following college coursework: English Composition, Principles of Economics (Micro or Macro), Finance, Algebra/Geometry/or Higher Mathematics, Statistics, Introduction to Computers, Word Processing/Spreadsheets and Business or Real Estate Law, Two Electives in Accounting, Geography, Agricultural Economics, Business Management or Real Estate.

APPRENTICESHIP PACKAGE - HERE'S HOW YOU GET STARTED!

Complete the first three courses (QE-1, QE-2, QE-3) and you will be able to start your apprenticeship! HP 10B II calculator recommended.

**QE-1: BASIC APPRAISAL PRINCIPLES. 30 HOUR COURSE, TEXTBOOK  
REQUIRED: BASIC APPRAISAL PRINCIPLES. TUITION: \$360 + \$45  
TEXTBOOK.**

**QE-2: BASIC APPRAISAL PROCEDURES. 30 HOUR COURSE, TEXTBOOK  
REQUIRED: BASIC APPRAISAL PROCEDURES. TUITION: \$360 + \$45  
TEXTBOOK.**

**QE-3: UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE. 15  
HOUR COURSE, STANDARD TEXTBOOK AND STUDENT MANUAL REQUIRED.**

<http://realestateschoolofsc.com/South-Carolina-Real-Estate-Appraisal-Courses.cfm>

9/22/2008

Pif\_00561

• TUITION: \$225 + \$50 TEXTBOOKS.

(To register, add courses in the list below to your shopping cart.)

### LICENSE LEVEL COURSES

Complete the next four courses (QE-4, QE-5, QE-6, QE-7) and you will be ready for the state exam and your appraisal license!

**QE-4: MARKET ANALYSIS AND HIGHEST AND BEST USE. 15 HOUR COURSE, TEXTBOOK REQUIRED: MARKET ANALYSIS AND HIGHEST AND BEST USE. TUITION: \$275 + \$37.50 TEXTBOOK.**

**QE-5: RESIDENTIAL SITE VALUATION AND COST APPROACH. 15 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL SITE VALUATION AND COST APPROACH. TUITION: \$275 + \$37.50 TEXTBOOK.**

**QE-6: RESIDENTIAL SALES COMPARISON AND INCOME APPROACHES. 30 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL SALES COMPARISON & INCOME APPROACHES. TUITION: \$360 + \$45 TEXTBOOK.**

**QE-7: RESIDENTIAL REPORT WRITING. 15 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL REPORT WRITING. TUITION: \$275 + \$37.50 TEXTBOOK.**

*In Appraisal Education, Experience Counts! The Real Estate School of SC has successfully prepared students since 1977. Our primary appraisal curriculum is led by Joe Kuhlmann, the most popular and accomplished instructor in South Carolina. With our phenomenal pass rate, students are better prepared at the Real Estate School of South Carolina than anywhere else.*

### KEEP UP WITH THE REQUIREMENTS!

For appraisers to keep abreast of the changes in the industry on both the state and federal level it is critical that appraisal practitioners to check periodically the [LLR Real Estate Appraisers Board website](http://www.llrreal.com).

Driving in from out of town to our Columbia location? Stay at Hampton Inn, Chris Drive and enjoy our special student rate. You can call the hotel at (803) 791-8940 and mention "Real Estate School of SC" or register online at [www.hamptoninn.com](http://www.hamptoninn.com) and enter "2674698" in the Corporate Account Number field during the reservation process. Hampton Inn, Chris Drive is conveniently located across from The Real Estate School of SC.

**Authorize.Net**

Online Payments  
**COURSE SCHEDULE**

| Course Name   |          |                          | Tuition     | Add |
|---|----------|--------------------------|-------------|-----|
| Begin/End Dates   | City     | Times                    |             |     |
| QE-1 Basic Appraisal Principles                           |          |                          | \$360       |     |
| 09/27 - 10/05   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-2 Basic Appraisal Procedures                           |          |                          | \$360       |     |
| 10/25 - 11/02   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-3 Uniform Standards of Professional Appraisal Practice |          |                          | \$225       |     |
| 11/08 - 11/09   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-4: Market Analysis & Highest and Best Use              |          |                          | \$275       |     |
| 11/15 - 11/16   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-5: Residential Site Valuation and Cost Approach        |          |                          | \$275       |     |
| 12/06 - 12/07   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |



Online study guide to help you pass the real estate exam

**EVENTS**

Career Night

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- Online Courses
- Pass the real estate e
- Real Estate Licensing
- Real Estate Final Sale
- Broker Licensing
- Property Management
- Appraisal Licensing
- Continuing Education
- Pre-exam Preparation
- Designations and Pro Development
- Home Builders License
- Home Inspection License
- Mortgage Training
- Online RE Training Ce



**ANDERSON COUNTY  
EMPLOYEE EXPENSE REPORT**

Michael Thompson

| DATE                           | DEPARTURE TIME OF DAY<br>LEAVING and/or ARRIVAL TIME<br>OF DAY RETURNING | LOCATION AND<br>PURPOSE OF TRAVEL   | LODGING                      | FULL PER<br>DIEM<br>AMOUNT | 75% PER<br>DIEM<br>AMOUNT | DAILY # OF<br>MILES<br>TRAVELED | MILEAGE<br>REIMBURSEMENT<br>AMOUNT | MISC. (Please<br>specify) | WORKING<br>SESSION OR<br>NIGHT<br>MEALS | DAILY TOTALS |  |
|--------------------------------|--|---|------------------------------|----------------------------|---------------------------|---------------------------------|------------------------------------|---------------------------|---|--------------|--|
| 11/5/2008                      | 9-26-08 @ 3:30 p.m.  | Columbia, SC  |                              | 56.00                      |                           | 235.40                          | 118.88                             |                           |   | 174.88       |  |
|                                | 9/28/08 @ 7:30 p.m.  | Appraisal Course  |                              |                            |                           |                                 |                                    |                           |   | 0.00         |  |
|                                |  | QE-1 Class 1  |                              |                            |                           |                                 |                                    |                           |   | 0.00         |  |
|                                |  |   |                              |                            |                           |                                 |                                    |                           |   | 0.00         |  |
|                                |  |   |                              |                            |                           |                                 |                                    |                           |   | 0.00         |  |
|                                |  |   |                              |                            |                           |                                 |                                    |                           |   | 0.00         |  |
|                                |  |   |                              |                            |                           |                                 |                                    |                           |   | 0.00         |  |
| <b>ACCOUNTS TO BE CHARGED:</b> |  | <b>EXPENSE</b>  |                              |                            |                           |                                 |                                    |                           |   | 0.00         |  |
| Fund Number:                   |  | <b>TOTALS</b>   | 0.00                         | 56.00                      | 0.00                      | 235.40                          | 118.88                             | 0.00                      | 0.00                                    | 174.88       |  |
| Department Number:             | 5044   | Employee Signature:   | <i>Michael Thompson</i>      |                            |                           | Expense Reconciliation:         |                                    |                           |   |              |  |
|                                | Meals  | \$ 56.00  | Supervisor's Signature:      | <i>[Signature]</i>         |                           |                                 | Expense paid by Employee:          |                           |   |              |  |
|                                | Fuel   |   | Additional Comments/Remarks: |                            |                           | LESS: Travel Advance            |                                    |                           |   |              |  |
|                                | Training   |   |                              |                            |                           | Amount due Employee (County)    |                                    |                           |   |              |  |
|                                | Travel   | \$ 118.88   |                              |                            |                           |                                 |                                    |                           |   |              |  |
|                                | Lodging  |   |                              |                            |                           |                                 |                                    |                           |   |              |  |
| Registration                   |  |   |                              |                            |                           |                                 |                                    |                           |   |              |  |
| <b>TOTAL</b>                   | \$ 174.88  | <b>NOTE: Please include a copy of the conference/convention/seminar brochure or agenda, stating dates of attendance, what meals are included, and pertinent information to aid in the timely and accurate processing of your expense report</b> |                              |                            |                           |                                 |                                    |                           |   |              |  |

002376

PIF\_00564

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|  |   |
|--|---|
| NAME: <u>Michael Thompson</u>  | DEPARTMENT: <u>Assessor</u>                               |
| DESTINATION: <u>Columbia SC</u>  | DATE OF REQUEST: <u>9-23-08</u>                           |
| PURPOSE OF TRAVEL: <u>Appraisal Class</u><br><u>(Training)</u><br><u>(PEI - Class 9)</u> | DATE OF DEPARTURE: <u>9-26-08</u>                         |
|  | DATE OF RETURN: <u>9-28-08</u>                            |
|  | MEANS OF TRANSPORTATION:                                  |
|  | County Vehicle _____                                      |
|  | Private Vehicle <input checked="" type="checkbox"/> _____ |
|  | Air _____   |
|  | Other _____   |

**ANTICIPATED COST:**

|                     |    |               |
|---------------------|----|---------------|
| Transportation      | \$ | <u>118.88</u> |
| Lodging             | \$ | _____         |
| Meals               | \$ | <u>56.00</u>  |
| Miscellaneous       | \$ | _____         |
| <b>TOTAL</b>        | \$ | <u>174.88</u> |
| Advance Request     | \$ | <u>174.88</u> |
| Approximate Balance | \$ | <u>0</u>      |

**ACCOUNT NUMBERS:**



**NOTES:**

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD: \_\_\_\_\_

FINANCE DEPARTMENT: H.P.

COUNTY ADMINISTRATOR: \_\_\_\_\_

|  |                              |
|--|------------------------------|
| Div/Dept Head Signature<br><u>M. Original</u>              | Finance Approver<br><u>e</u> |
| Account Number<br><u>2 Above</u>                           | F #/PC #<br><u>Fill</u>      |
| BUDGETED: YES <input checked="" type="checkbox"/> NO _____ | Voucher #<br>_____           |
| Date Requested<br>_____                                    | Date Paid<br>_____           |

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual)

PERSONNEL MANUAL Sec.55-31 E. "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual, approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|  |                                   |
|--|-----------------------------------|
| NAME: <u>Michael Thompson</u>  | DEPARTMENT: <u>Assessor</u>       |
| DESTINATION: <u>Columbia SC</u>  | DATE OF REQUEST: <u>9-23-08</u>   |
| PURPOSE OF TRAVEL: <u>Appraisal Class</u><br><u>(Training)</u><br><u>(PEI - Class 9)</u> | DATE OF DEPARTURE: <u>9-26-08</u> |
|  | DATE OF RETURN: <u>9-28-08</u>    |
|  | MEANS OF TRANSPORTATION:          |
|  | County Vehicle _____              |
|  | Private Vehicle <u>✓</u>          |
|  | Air _____                         |
|  | Other _____                       |

**ANTICIPATED COST:**

|                     |                  |
|---------------------|------------------|
| Transportation      | \$ <u>118.88</u> |
| Lodging             | \$ _____         |
| Meals               | \$ <u>56.00</u>  |
| Miscellaneous       | \$ _____         |
| <b>TOTAL</b>        | \$ <u>174.88</u> |
| Advance Request     | \$ <u>174.88</u> |
| Approximate Balance | \$ <u>0</u>      |

**ACCOUNT NUMBERS:**



**NOTES:**

|  |  |                             |
|--|--|-----------------------------|
| APPROVAL SIGNATURES: (Routing must be in the order as below) | Div/Dept Head Signature: <u>M original</u> | Finance Signature: <u>e</u> |
| DEPARTMENT HEAD:   | Account Number: <u>2 Above</u>             | F #/PC # <u>F1111</u>       |
| FINANCE DEPARTMENT: <u>the Fin</u>                           | BUDGETED: YES <u>X</u> NO _____            | Voucher # _____             |
| COUNTY ADMINISTRATOR:  | Date Request Closed _____                  | Date Paid _____             |

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual)

PERSONNEL MANUAL Sec.55-31 E. "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual, approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

F11111 9/12/2008 146.50 7/10-9/12  
F11111 9/30/2008 118.88 CLASS/EXP1  
F11111 9/30/2008 56.00 CLASSEXP/2



321.38\*

No.



CAROLINA FIRST  
ANDERSON, SC 29621

PAY \*\*\*\*\*321\*DOLLARS AND\*38\*CENTS

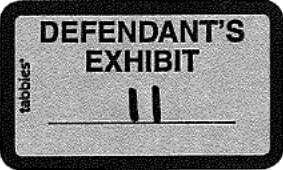
MICHAEL G THOMPSON



9/30/2008



\*\*\*\*\*321.38



Pif\_00548

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

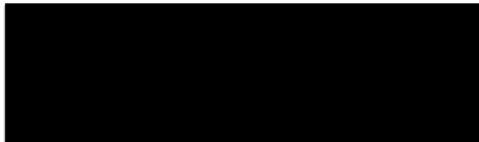
ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|   |   |
|---|---|
| NAME: <u>Michael Thompson</u>             | DEPARTMENT: <u>Assessor</u>                         |
| DESTINATION: <u>Columbia SC</u>           | DATE OF REQUEST: <u>9-30-08</u>                     |
| PURPOSE OF TRAVEL: <u>Appraisal Class</u> | DATE OF DEPARTURE: <u>10-3-08</u>                   |
| <u>(Training)</u>                         | DATE OF RETURN: <u>10-5-08</u>                      |
| <u>QE1-CLASS 2</u>                        | MEANS OF TRANSPORTATION:                            |
|   | County Vehicle <input type="checkbox"/>             |
|   | Private Vehicle <input checked="" type="checkbox"/> |
|   | Air <input type="checkbox"/>                        |
|   | Other <input type="checkbox"/>                      |

**ANTICIPATED COST:**

|                     |      |               |
|---------------------|------|---------------|
| Transportation      | ① \$ | <u>118.88</u> |
| Lodging             | \$   |               |
| Meals               | ② \$ | <u>56.00</u>  |
| Miscellaneous       | \$   |               |
| <b>TOTAL</b>        | \$   | <u>174.88</u> |
| Advance Request     | \$   | <u>174.88</u> |
| Approximate Balance | \$   | <u>0</u>      |

**ACCOUNT NUMBERS:**



**NOTES:**

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD: \_\_\_\_\_

FINANCE DEPARTMENT: \_\_\_\_\_ BUDGETED: YES \_\_\_ NO \_\_\_

COUNTY ADMINISTRATOR: [Signature]

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual.)

PERSONNEL MANUAL Sec.55-31 E. "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual, approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

5856.00

②

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

SEP 30 2008

SEP 30 2008

















Hold for Turner

Call 1-800-FREE411 (1-800-373-3411) and get MapQuest Directions via text message.



Total Time: 2 hours 4 minutes Total Distance: 117.70 miles

A: 650 Hunters Ln, Anderson, SC 29625-2036

-  1: Start out going SOUTHWEST on HUNTERS LN. 0.1 mi
-  2: Turn LEFT to stay on HUNTERS LN. 0.0 mi
-  3: Turn LEFT onto CENTERVILLE RD. 0.5 mi
-  4: Turn SLIGHT LEFT onto CHARLEY DR/CHARLIE DR. 0.2 mi
-  5: Turn SLIGHT LEFT onto PEARMAN DAIRY RD/PEARMAN DAIRY RD N/SC-28 BYP. 2.3 mi
-  6: Stay STRAIGHT to go onto LIBERTY HWY. 0.4 mi
-  7: Turn LEFT onto US-178/LIBERTY HWY. 1.2 mi
-  8: Merge onto I-85 N. 11.0 mi
-  9: Take EXIT 32 toward SC-8/PELZER/EASLEY. 0.3 mi
-  10: Turn RIGHT onto EASLEY HWY/SC-8. Continue to follow SC-8. 9.1 mi
-  11: SC-8 becomes SC-418. 11.4 mi
-  12: Merge onto I-385 S. 23.1 mi
-  13: I-385 S becomes I-26 E. 57.5 mi
-  14: Merge onto US-378 E/SUNSET BLVD via EXIT 110 toward WEST COLUMBIA. 0.4 mi
-  15: Turn RIGHT onto CHRIS DR. 0.1 mi
-  16: End at 1094 Chris Dr West Columbia, SC 29169-4722

B: 1094 Chris Dr, West Columbia, SC 29169-4722

Total Time: 2 hours 4 minutes Total Distance: 117.70 miles

$\times 2 = 235.40$

$\times 50\% =$   
118.88

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<http://www.mapquest.com/maps?1s=SC&1a=650+Hunters+Lane&1z=29625&2s=SC&2a=1094+Chris+>

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ONLINE  
COURSES**

We're pleased to offer **FIVE NEW CLASSES** this year for APPRAISAL ONLINE CONTINUING EDUCATION CREDIT! FINALLY APPROVED BY THE APPRAISERS BOARD/LLR, appraisers are now allowed to complete continuing education classes via distance learning! These courses are *exclusive* to the Real Estate School of South Carolina and cover hot topics like FHA/VA Appraisal and Mortgage Fraud. **THE 7 HOUR USPAP COURSE IS ALSO AVAILABLE ONLINE!!**

**TO ACCESS THE CLASSES, FOLLOW THIS LINK:  
REALESTATESCHOOLOFSC.FASTCLASS.COM**

**APPRAISAL LICENSING**

To become an apprentice and ultimately a licensed appraiser, a total of 150 hours of classroom time is required, along with a 24 month apprenticeship. The courses we offer will satisfy all requirements for the apprentice level license and the regular license level. Should you desire to later upgrade to either Certified Residential (200 hours) or Certified General (300 hours) (upper level appraisal license designations), prior college credit will be required.

To become a Certified Residential Appraiser, in addition to the 200 hours of classroom instruction, you will need an Associate's Degree or at least 21 hours of the following college coursework: English Composition, Principles of Economics (Micro or Macro), Finance, Algebra/Geometry/or Higher Mathematics, Statistics, Introduction to Computers, Word Processing/Spreadsheets and Business or Real Estate Law.

To become a Certified General Appraiser, in addition to the 300 hours of classroom instruction, you will need a Bachelor's Degree or at least 30 hours of the following college coursework: English Composition, Principles of Economics (Micro or Macro), Finance, Algebra/Geometry/or Higher Mathematics, Statistics, Introduction to Computers, Word Processing/Spreadsheets and Business or Real Estate Law, Two Electives in Accounting, Geography, Agricultural Economics, Business Management or Real Estate.

**APPRENTICESHIP PACKAGE - HERE'S HOW YOU GET STARTED!**

Complete the first three courses (QE-1, QE-2, QE-3) and you will be able to start your apprenticeship! HP 10B II calculator recommended.

**QE-1: BASIC APPRAISAL PRINCIPLES. 30 HOUR COURSE, TEXTBOOK REQUIRED: BASIC APPRAISAL PRINCIPLES. TUITION: \$360 + \$45 TEXTBOOK.**

**QE-2: BASIC APPRAISAL PROCEDURES. 30 HOUR COURSE, TEXTBOOK REQUIRED: BASIC APPRAISAL PROCEDURES. TUITION: \$360 + \$45 TEXTBOOK.**

**QE-3: UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE. 15 HOUR COURSE, STANDARD TEXTBOOK AND STUDENT MANUAL REQUIRED.**

<http://realestateschoolofsc.com/South-Carolina-Real-Estate-Appraisal-Courses.cfm>

01/27/2008

PIf\_00551

**TUITION: \$225 + \$50 TEXTBOOKS.**

(To register, add courses in the list below to your shopping cart.)

### **LICENSE LEVEL COURSES**

Complete the next four courses (QE-4, QE-5, QE-6, QE-7) and you will be ready for the state exam and your appraisal license!

**QE-4: MARKET ANALYSIS AND HIGHEST AND BEST USE. 15 HOUR COURSE, TEXTBOOK REQUIRED: MARKET ANALYSIS AND HIGHEST AND BEST USE. TUITION: \$275 + \$37.50 TEXTBOOK.**

**QE-5: RESIDENTIAL SITE VALUATION AND COST APPROACH. 15 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL SITE VALUATION AND COST APPROACH. TUITION: \$275 + \$37.50 TEXTBOOK.**

**QE-6: RESIDENTIAL SALES COMPARISON AND INCOME APPROACHES. 30 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL SALES COMPARISON & INCOME APPROACHES. TUITION: \$360 + \$45 TEXTBOOK.**

**QE-7: RESIDENTIAL REPORT WRITING. 15 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL REPORT WRITING. TUITION: \$275 + \$37.50 TEXTBOOK.**

In Appraisal Education, Experience Counts! The Real Estate School of SC has successfully prepared students since 1977. Our primary appraisal curriculum is led by Joe Kuhlmann, the most popular and accomplished instructor in South Carolina. With our phenomenal pass rate, students are better prepared at the Real Estate School of South Carolina than anywhere else.

### **KEEP UP WITH THE REQUIREMENTS!**

For appraisers to keep abreast of the changes in the industry on both the state and federal level it is critical that appraisal practitioners check periodically the [LLR Real Estate Appraisers Board website](http://www.llrsc.org).

Driving in from out of town to our Columbia location? Stay at Hampton Inn, Chris Drive and enjoy our special student rate. You can call the hotel at (803) 791-8910 and mention "Real Estate School of SC" or register online at [www.hamptoninn.com](http://www.hamptoninn.com) and enter "2671828" in the Corporate Account Number field during the reservation process. Hampton Inn, Chris Drive is conveniently located across from the Real Estate School of SC.



Online study guide to help you pass the real estate exam

**Authorize.Net**  
1.800.426.1234

Online Payments  
**COURSE SCHEDULE**

| Course Name   |          |                          | Tuition     | Add |
|---|----------|--------------------------|-------------|-----|
| Begin/End Dates   | City     | Times                    |             |     |
| QE-1 Basic Appraisal Principles                           |          |                          | \$360       |     |
| 09/27 - 10/05   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-2 Basic Appraisal Procedures                           |          |                          | \$360       |     |
| 10/25 - 11/02   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-3 Uniform Standards of Professional Appraisal Practice |          |                          | \$225       |     |
| 11/08 - 11/09   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-4: Market Analysis & Highest and Best Use              |          |                          | \$275       |     |
| 11/15 - 11/16   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-5: Residential Site Valuation and Cost Approach        |          |                          | \$275       |     |
| 12/06 - 12/07   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |

**EVENTS**

Career Night

**COURSES**

- Online Courses
- Pass the real estate e
- Real Estate Licensing
- Real Estate Final Sale
- Broker Licensing
- Property Management
- Appraisal Licensing
- Continuing Education
- Pre-exam Preparation
- Designations and Pro Development
- Home Builders License
- Home Inspection License
- Mortgage Training
- Online RE Training Ce

<http://realestateschoolofsc.com/South-Carolina-Real-Estate-Appraisal-Courses.cfm>

09/17/08

Plf\_00553



**ANDERSON COUNTY  
EMPLOYEE EXPENSE REPORT**

Michael Thompson

| DATE   | DEPARTURE TIME OF DAY LEAVING and/or ARRIVAL TIME OF DAY RETURNING | LOCATION AND PURPOSE OF TRAVEL   | LODGING                                     | FULL PER DIEM AMOUNT | 75% PER DIEM AMOUNT          | DAILY # OF MILES TRAVELED | MILEAGE REIMBURSEMENT AMOUNT | MISC. (Please specify) | WORKING SESSION OR NIGHT MEALS | DAILY TOTALS |        |
|--|--|--|---|----------------------|------------------------------|---------------------------|------------------------------|------------------------|--------------------------------|--------------|--------|
| 11/5/2008  | 10-3-08 @ 3:30 p.m.  | Columbia, SC   |   | 56.00                |                              | 235.40                    | 118.88                       |                        |                                | 174.88       |        |
|  | 10-5-08 @ 7:30 p.m.  | Appraisal Course   |   |                      |                              |                           |                              |                        |                                | 0.00         |        |
|  |  | QE-1 Class 2   |   |                      |                              |                           |                              |                        |                                | 0.00         |        |
|  |  |  |   |                      |                              |                           |                              |                        |                                | 0.00         |        |
|  |  |  |   |                      |                              |                           |                              |                        |                                | 0.00         |        |
|  |  |  |   |                      |                              |                           |                              |                        |                                | 0.00         |        |
|  |  |  |   |                      |                              |                           |                              |                        |                                | 0.00         |        |
|  |  |  |   |                      |                              |                           |                              |                        |                                | 0.00         |        |
| <b>ACCOUNTS TO BE CHARGED:</b>                                 |  |  |   |                      |                              |                           |                              |                        |                                |              |        |
| Fund Number:   |  |  | <b>EXPENSE TOTALS</b>                       | 0.00                 | 56.00                        | 0.00                      | 235.40                       | 118.88                 | 0.00                           | 0.00         | 174.88 |
| Department Number:   | 5044   |  |   |                      |                              |                           |                              |                        |                                |              |        |
| Meals<br>Fuel<br>Training<br>Travel<br>Lodging<br>Registration | Meals  | \$ 56.00   | Employee Signature: <u>Michael Thompson</u> |                      | Expense Reconciliation:      |                           |                              |                        |                                |              |        |
|  | Fuel   |  | Supervisor's Signature: <u>[Signature]</u>  |                      | Expense paid by Employee:    |                           |                              |                        |                                |              | 0.00   |
|  | Training   |  | Additional Comments/Remarks: _____          |                      | LESS: Travel Advance         |                           |                              |                        |                                |              | 0.00   |
|  | Travel   | \$ 118.88  |   |                      | Amount due Employee (County) |                           |                              |                        |                                |              | 0.00   |
|  | Lodging  |  |   |                      |                              |                           |                              |                        |                                |              |        |
| TOTAL  | \$ 174.88  | NOTE: Please include a copy of the conference/convention/seminar brochure or agenda, stating dates of attendance, what meals are included, and pertinent information to aid in the timely and accurate processing of your expense report |   |                      |                              |                           |                              |                        |                                |              |        |

002385

PIF\_00554

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|  |                                   |
|--|-----------------------------------|
| NAME: <u>Michael Thompson</u>                            | DEPARTMENT: <u>Assessor</u>       |
| DESTINATION: <u>Columbia SC</u>                          | DATE OF REQUEST: <u>9-30-08</u>   |
| PURPOSE OF TRAVEL: <u>Appraisal Class<br/>(Training)</u> | DATE OF DEPARTURE: <u>10-3-08</u> |
|  | DATE OF RETURN: <u>10-5-08</u>    |
| <u>GEI-CLASS</u>   | MEANS OF TRANSPORTATION:          |
|  | County Vehicle _____              |
|  | Private Vehicle <u>✓</u>          |
|  | Air _____                         |
|  | Other _____                       |

|                                   |                  |
|-----------------------------------|------------------|
| ANTICIPATED COST:                 | ACCOUNT NUMBERS: |
| Transportation ① \$ <u>118.88</u> |                  |
| Lodging \$ _____                  |                  |
| Meals ② \$ <u>56.00</u>           |                  |
| Miscellaneous \$ _____            |                  |
| TOTAL \$ <u>174.88</u>            |                  |
| Advance Request \$ <u>174.88</u>  | NOTES:           |
| Approximate Balance \$ <u>0</u>   |                  |

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD: \_\_\_\_\_

FINANCE DEPARTMENT: \_\_\_\_\_ BUDGETED: YES \_\_\_ NO \_\_\_

COUNTY ADMINISTRATOR: [Signature]

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher.

PERSONNEL MANUAL Sec.55-31 E. "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

5851.00

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

SEP 30 2008

Date of DEPARTURE

Hold for Teresa

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

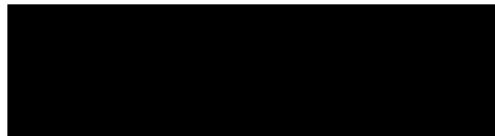
|   |   |
|---|---|
| NAME: <u>Michael Thompson</u>             | DEPARTMENT: <u>Assessor</u>                         |
| DESTINATION: <u>Columbia SC</u>           | DATE OF REQUEST: <u>9-30-08</u>                     |
| PURPOSE OF TRAVEL: <u>Appraisal Class</u> | DATE OF DEPARTURE: <u>10-3-08</u>                   |
| <u>(Training)</u>                         | DATE OF RETURN: <u>10-5-08</u>                      |
| MEANS OF TRANSPORTATION:                  |   |
|   | County Vehicle <input type="checkbox"/>             |
|   | Private Vehicle <input checked="" type="checkbox"/> |
|   | Air <input type="checkbox"/>                        |
|   | Other <input type="checkbox"/>                      |

SEI-CLASS 2

**ANTICIPATED COST:**

|                     |      |               |
|---------------------|------|---------------|
| Transportation      | ① \$ | <u>118.88</u> |
| Lodging             | \$   |               |
| Meals               | ② \$ | <u>56.00</u>  |
| Miscellaneous       | \$   |               |
| <b>TOTAL</b>        | \$   | <u>174.88</u> |
| Advance Request     | \$   | <u>174.88</u> |
| Approximate Balance | \$   | <u>0</u>      |

**ACCOUNT NUMBERS:**



**NOTES:**

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD: \_\_\_\_\_

FINANCE DEPARTMENT: \_\_\_\_\_ BUDGETED: YES \_\_\_ NO \_\_\_

COUNTY ADMINISTRATOR: [Signature]

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual.)

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5856.00

②

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

SEP 30 2008

Holder for Turner

CK To Teresa B.

F11111 9/23/2008 118.88 TRAINING  
F11111 9/23/2008 56.00 TRAINING



COPY



174.88\*

No.



CAROLINA FIRST  
ANDERSON, SC 29621

PAY \*\*\*\*174\*DOLLARS AND\*88\*CENTS

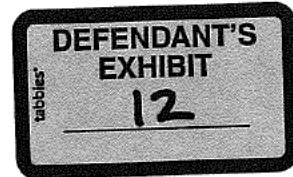
MICHAEL G THOMPSON



9/24/2008



\*\*\*\*\*174.88



Pif\_02844

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|  |                                     |
|--|-------------------------------------|
| NAME: <u>Michael Thompson</u>                            | DEPARTMENT: <u>Assessor</u>         |
| DESTINATION: <u>Columbia, SC</u>                         | DATE OF REQUEST: <u>9-23-08</u>     |
| PURPOSE OF TRAVEL: <u>Appraisal Class<br/>(Training)</u> | DATE OF DEPARTURE: <u>9-26-08</u>   |
| <u>GEI</u>   | DATE OF RETURN: <u>9-28-08</u>      |
| MEANS OF TRANSPORTATION:                                 |                                     |
| County Vehicle   | _____                               |
| Private Vehicle  | <input checked="" type="checkbox"/> |
| Air  | _____                               |
| Other  | _____                               |

ANTICIPATED COST:

|                     |    |               |
|---------------------|----|---------------|
| Transportation      | \$ | <u>118.88</u> |
| Lodging             | \$ | _____         |
| Meals               | \$ | <u>56.00</u>  |
| Miscellaneous       | \$ | _____         |
| <b>TOTAL</b>        | \$ | <u>174.88</u> |
| Advance Request     | \$ | <u>174.88</u> |
| Approximate Balance | \$ | <u>0</u>      |

ACCOUNT NUMBERS:

NOTES: attached

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD: \_\_\_\_\_

FINANCE DEPARTMENT: the Fin

COUNTY ADMINISTRATOR: \_\_\_\_\_

|   |                                 |
|---|---------------------------------|
| DIVISION HEAD SIGNATURE<br><u>M original</u>                                  | FINANCE SIGNATURE<br><u>e</u>   |
| ACCOUNT NUMBER<br><u>2Aboje</u>   | F #/PC #<br><u>F1111</u>        |
| BUDGETED: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | Voucher #<br><u>5856-00</u>     |
| DATE RECEIVED<br><u>SEP 24 2008</u>   | DATE PAID<br><u>SEP 24 2008</u> |

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**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

*ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE*

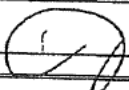
|  |   |
|--|---|
| NAME: <u>Michael Thompson</u>                            | DEPARTMENT: <u>Assessor</u>                               |
| DESTINATION: <u>Columbia SC</u>                          | DATE OF REQUEST: <u>9-23-08</u>                           |
| PURPOSE OF TRAVEL: <u>Appraisal Class<br/>(Training)</u> | DATE OF DEPARTURE: <u>9-26-08</u>                         |
|  | DATE OF RETURN: <u>9-28-08</u>                            |
| MEANS OF TRANSPORTATION:                                 |   |
|  | County Vehicle _____                                      |
|  | Private Vehicle <input checked="" type="checkbox"/> _____ |
|  | Air _____   |
|  | Other _____   |

|   |   |
|---|---|
| <p><b>ANTICIPATED COST:</b></p> <p>Transportation \$ <u>118.88</u></p> <p>Lodging \$ _____</p> <p>Meals \$ <u>56.00</u></p> <p>Miscellaneous \$ _____</p> <p><b>TOTAL</b> \$ <u>174.88</u></p> <p>Advance Request \$ <u>174.88</u></p> <p>Approximate Balance \$ <u>0</u></p> | <p><b>ACCOUNT NUMBERS:</b></p> <div style="background-color: black; width: 100px; height: 50px; margin: 5px;"></div> <p><b>NOTES:</b></p> |
|---|---|

**APPROVAL SIGNATURES:** (Routing must be in the order as below)

**DEPARTMENT HEAD:** \_\_\_\_\_

**FINANCE DEPARTMENT:** \_\_\_\_\_ **BUDGETED:** YES \_\_\_ NO \_\_\_

**COUNTY ADMINISTRATOR:**  \_\_\_\_\_

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
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Call 1-800-FREE411 (1-800-373-3411) and get MapQuest Directions via text message.



Total Time: 2 hours 4 minutes Total Distance: 117.70 miles

A: 650 Hunters Ln, Anderson, SC 29625-2036

-  1: Start out going SOUTHWEST on HUNTERS LN. 0.1 mi
-  2: Turn LEFT to stay on HUNTERS LN. 0.0 mi
-  3: Turn LEFT onto CENTERVILLE RD. 0.5 mi
-  4: Turn SLIGHT LEFT onto CHARLEY DR/CHARLIE DR. 0.2 mi
-  5: Turn SLIGHT LEFT onto PEARMAN DAIRY RD/PEARMAN DAIRY RD N/SC-28 BYP. 2.3 mi
-  6: Stay STRAIGHT to go onto LIBERTY HWY. 0.4 mi
-  7: Turn LEFT onto US-178/LIBERTY HWY. 1.2 mi
-  8: Merge onto I-85 N. 11.0 mi
-  9: Take EXIT 32 toward SC-8/PELZER/EASLEY. 0.3 mi
-  10: Turn RIGHT onto EASLEY HWY/SC-8. Continue to follow SC-8. 9.1 mi
-  11: SC-8 becomes SC-418. 11.4 mi
-  12: Merge onto I-385 S. 23.1 mi
-  13: I-385 S becomes I-26 E. 57.5 mi
-  14: Merge onto US-378 E/SUNSET BLVD via EXIT 110 toward WEST COLUMBIA. 0.4 mi
-  15: Turn RIGHT onto CHRIS DR. 0.1 mi
-  16: End at 1094 Chris Dr West Columbia, SC 29169-4722

B: 1094 Chris Dr, West Columbia, SC 29169-4722

Total Time: 2 hours 4 minutes Total Distance: 117.70 miles

$\times 2 = 235.40$

$\times 5054 =$

118.88

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Pif\_02847

## HOME > SOUTH CAROLINA REAL ESTATE APPRAISAL COURSES

### NEW ONLINE COURSES FOR APPRAISAL CON-ED!

# NEW ONLINE COURSES

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[tp://realestateschoolofsc.com/South-Carolina-Real-Estate-Appraisal-Courses.cfm](http://realestateschoolofsc.com/South-Carolina-Real-Estate-Appraisal-Courses.cfm)

9/22/2008

Pif\_02848

**TUITION: \$225 + \$50 TEXTBOOKS.**

(To register, add courses in the list below to your shopping cart.)

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**QE-6: RESIDENTIAL SALES COMPARISON AND INCOME APPROACHES. 30 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL SALES COMPARISON & INCOME APPROACHES. TUITION: \$360 + \$45 TEXTBOOK.**

**QE-7: RESIDENTIAL REPORT WRITING. 15 HOUR COURSE, TEXTBOOK REQUIRED: RESIDENTIAL REPORT WRITING. TUITION: \$275 + \$37.50 TEXTBOOK.**

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[tp://realestateschoolofsc.com/South-Carolina-Real-Estate-Appraisal-Courses.cfm](http://realestateschoolofsc.com/South-Carolina-Real-Estate-Appraisal-Courses.cfm)

9/22/2008

P1f\_02849

Driving in from out of town to our Columbia location? Stay at Hampton Inn, Chris Drive and enjoy our special student rate. You can call the hotel at (803) 791-8940 and mention "Real Estate School of SC" or register online at [www.hamptoninn.com](http://www.hamptoninn.com) and enter "2674898" in the Corporate Account Number field during the reservation process. Hampton Inn, Chris Drive is conveniently located across from The Real Estate School of SC.



Online Payments  
**COURSE SCHEDULE**

| Course Name   |          |                          | Tuition     | Add |
|---|----------|--------------------------|-------------|-----|
| Begin/End Dates   | City     | Times                    |             |     |
| QE-1 Basic Appraisal Principles                           |          |                          | \$360       |     |
| 09/27 - 10/05   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-2 Basic Appraisal Procedures                           |          |                          | \$360       |     |
| 10/25 - 11/02   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-3 Uniform Standards of Professional Appraisal Practice |          |                          | \$225       |     |
| 11/08 - 11/09   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-4: Market Analysis & Highest and Best Use              |          |                          | \$275       |     |
| 11/15 - 11/16   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |
| QE-5: Residential Site Valuation and Cost Approach        |          |                          | \$275       |     |
| 12/06 - 12/07   | Columbia | WEEKENDS - 9:00am-5:30pm | [more info] |     |



Online study guide to help you pass the real estate exam

**EVENTS**

Career Night

**COURSES**

- Online Courses
- Pass the real estate e
- Real Estate Licensing
- Real Estate Final Sale
- Broker Licensing
- Property Managemen
- Appraisal Licensing
- Continuing Education
- Pre-exam Preparation
- Designations and Proi Development
- Home Builders Licens
- Home Inspection Lice
- Mortgage Training
- Online RE Training Ce



**ANDERSON COUNTY  
EMPLOYEE EXPENSE REPORT**

Michael Thompson

| DATE                           | DEPARTURE TIME OF DAY LEAVING and/or ARRIVAL TIME OF DAY RETURNING | LOCATION AND PURPOSE OF TRAVEL  | LODGING | FULL PER DIEM AMOUNT         | 75% PER DIEM AMOUNT | DAILY # OF MILES TRAVELED | MILEAGE REIMBURSEMENT AMOUNT | MISC. (Please specify) | WORKING SESSION OR NIGHT MEALS | DAILY TOTALS |
|--------------------------------|--|---|---------|------------------------------|---------------------|---------------------------|------------------------------|------------------------|--------------------------------|--------------|
| 11/5/2008                      | 9-26-08 @ 3:30 p.m.  | Columbia, SC  |         | 56.00                        |                     | 235.40                    | 118.88                       |                        |                                | 174.88       |
|                                | 9/28/08 @ 7:30 p.m.  | Appraisal Course  |         |                              |                     |                           |                              |                        |                                | 0.00         |
|                                |  | QE-1 Class 1  |         |                              |                     |                           |                              |                        |                                | 0.00         |
|                                |  |   |         |                              |                     |                           |                              |                        |                                | 0.00         |
|                                |  |   |         |                              |                     |                           |                              |                        |                                | 0.00         |
|                                |  |   |         |                              |                     |                           |                              |                        |                                | 0.00         |
|                                |  |   |         |                              |                     |                           |                              |                        |                                | 0.00         |
|                                |  |   |         |                              |                     |                           |                              |                        |                                | 0.00         |
|                                |  |   |         |                              |                     |                           |                              |                        |                                | 0.00         |
| <b>ACCOUNTS TO BE CHARGED:</b> |  | <b>EXPENSE</b>  |         |                              |                     |                           |                              |                        |                                |              |
| Fund Number:                   |  | <b>TOTALS</b>   | 0.00    | 56.00                        | 0.00                | 235.40                    | 118.88                       | 0.00                   | 0.00                           | 174.88       |
| Department Number:             | 5044   | Employee Signature: <i>Michael Thompson</i>   |         | Expense Reconciliation:      |                     |                           |                              |                        |                                |              |
|                                | Meals \$ 56.00   | Supervisor's Signature: <i>[Signature]</i>  |         | Expense paid by Employee:    |                     |                           |                              |                        |                                | 0.00         |
|                                | Fuel   | Additional Comments/Remarks:  |         | LESS: Travel Advance         |                     |                           |                              |                        |                                | 0.00         |
|                                | Training   |   |         | Amount due Employee (County) |                     |                           |                              |                        |                                | 0.00         |
|                                | Travel \$ 118.88   |   |         |                              |                     |                           |                              |                        |                                |              |
|                                | Lodging  |   |         |                              |                     |                           |                              |                        |                                |              |
|                                | Registration   |   |         |                              |                     |                           |                              |                        |                                |              |
|                                | <b>TOTAL \$ 174.88</b>   | <b>NOTE: Please include a copy of the conference/convention/seminar brochure or agenda, stating dates of attendance, what meals are included, and pertinent information to aid in the timely and accurate processing of your expense report</b> |         |                              |                     |                           |                              |                        |                                |              |

002395

PIF\_02851

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|  |                                     |
|--|-------------------------------------|
| NAME: <u>Michael Thompson</u>  | DEPARTMENT: <u>Assessor</u>         |
| DESTINATION: <u>Columbia SC</u>  | DATE OF REQUEST: <u>9-23-08</u>     |
| PURPOSE OF TRAVEL: <u>Appraisal Class</u><br><u>(Training)</u><br><u>(PEI - Class 9)</u> | DATE OF DEPARTURE: <u>9-26-08</u>   |
|  | DATE OF RETURN: <u>9-28-08</u>      |
| MEANS OF TRANSPORTATION:   |                                     |
| County Vehicle   | <input type="checkbox"/>            |
| Private Vehicle  | <input checked="" type="checkbox"/> |
| Air  | <input type="checkbox"/>            |
| Other  | <input type="checkbox"/>            |

**ANTICIPATED COST:**

|                     |    |               |
|---------------------|----|---------------|
| Transportation      | \$ | <u>118.88</u> |
| Lodging             | \$ |               |
| Meals               | \$ | <u>56.00</u>  |
| Miscellaneous       | \$ |               |
| <b>TOTAL</b>        | \$ | <u>174.88</u> |
| Advance Request     | \$ | <u>174.88</u> |
| Approximate Balance | \$ | <u>0</u>      |

**ACCOUNT NUMBERS:**

NOTES:

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD:

FINANCE DEPARTMENT: H. Lan

COUNTY ADMINISTRATOR:

|   |                   |
|---|-------------------|
| Div/Dept Head Signature   | Finance Signature |
| <u>Original</u>   | <u>e</u>          |
| Account Number  | F #/PC #          |
| <u>2 Above</u>  | <u>Full</u>       |
| BUDGETED: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | Voucher #         |
| Date Request Processed  | Date Paid         |

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual)

PERSONNEL MANUAL Sec.55-31 E. "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual, approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

**ANDERSON COUNTY  
ADVANCE TRAVEL REQUEST**

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

|   |                                   |
|---|-----------------------------------|
| NAME: <u>Michael Thompson</u>             | DEPARTMENT: <u>Assessor</u>       |
| DESTINATION: <u>Columbia Sc</u>           | DATE OF REQUEST: <u>9-23-08</u>   |
| PURPOSE OF TRAVEL: <u>Appraisal Class</u> | DATE OF DEPARTURE: <u>9-26-08</u> |
| <u>(Training)</u>                         | DATE OF RETURN: <u>9-28-08</u>    |
| <u>(QE1 - Class 9)</u>                    | MEANS OF TRANSPORTATION:          |
|   | County Vehicle _____              |
|   | Private Vehicle <u>✓</u>          |
|   | Air _____                         |
|   | Other _____                       |

**ANTICIPATED COST:**

|                     |    |               |
|---------------------|----|---------------|
| Transportation      | \$ | <u>118.88</u> |
| Lodging             | \$ | _____         |
| Meals               | \$ | <u>56.00</u>  |
| Miscellaneous       | \$ | _____         |
| <b>TOTAL</b>        | \$ | <u>174.88</u> |
| Advance Request     | \$ | <u>174.88</u> |
| Approximate Balance | \$ | <u>0</u>      |

**ACCOUNT NUMBERS:**



**NOTES:**

APPROVAL SIGNATURES: (Routing must be in the order as below)

DEPARTMENT HEAD:

FINANCE DEPARTMENT: H. Cain

COUNTY ADMINISTRATOR:

|   |                             |
|---|-----------------------------|
| Div/Dept Head Signature: <u>M. Original</u> | Finance Authority: <u>e</u> |
| Account Number: <u>2 Above</u>              | F #/PC# <u>Full</u>         |
| BUDGETED: YES <u>X</u> NO _____             | Voucher # _____             |
| Date Request Approved: <u>SEP 23 2008</u>   | Date Paid _____             |

If the requested travel is not budgeted, a full explanation must be presented with this request. No advance will be made if there is an outstanding travel voucher. (See excerpt from Personnel Manual)

PERSONNEL MANUAL Sec.55-31 E. "All travel must be authorized in advance. Accordingly, all expense must be supported by an expense report. Travel expense vouchers will be furnished by the Finance Department. These vouchers must be used for all travel reimbursements and filled out completely as applicable. The vouchers shall be signed and dated by the individual, approved by the department head, and returned (with all applicable receipts) to the Finance Department within five (5) working days after completion of the trip."

ALL REQUEST MUST BE SUBMITTED TEN (10) DAYS PRIOR TO DEPARTURE

Please run in Sunday, August 10<sup>th</sup>'s paper - PO #90031

**Anderson County is looking for an Assistant  
Purchasing Manager in Central Services**

**Responsibilities:** Manage and coordinate the acquisition of all equipment, goods and services for Anderson County in compliance with the Anderson County Code of Ordinances and applicable policies and procedures. Supervise and monitor the operations of County Mail Distribution, Records Management, Records Retention and Disposal. Perform a wide variety of tasks related to the Purchasing Department.

**Qualifications:** Bachelor's degree in Public or Business Administration with at least four (4) years of purchasing experience, two (2) years preferred in a supervisory capacity; or any equivalent combination of education and experience.

ANDERSON COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER - M/F/H/V  
PRE-EMPLOYMENT DRUG TESTING REQUIRED  
APPLY LOCAL JOB SERVICE OR SUBMIT RESUME TO:  
ANDERSON COUNTY PERSONNEL PHONE (864) 260-4225  
P O BOX 8001 FAX (864) 260-1009  
ANDERSON, SC 29622 kfullbright@andersoncountysc.org



P1f\_00058

002398

---

**From:** Gina Humphreys  
**Sent:** Monday, January 12, 2009 9 42 AM  
**To:** Gail King; Mike Cunningham  
**Cc:** Rita Davis  
**Subject:** RE Independent Mail Report

I think for now we let it go. We do not want to "pit" ourselves against their "investigative accountant". I know that some of what he said was not 100% correct. I am the one that made the suggestion to him to provide inquiry to the General Ledger, but he made it sound as if it was his idea. Doesn't matter, let them think it was their idea. We just need to let this run its course. Of course, this is just my opinion and Rita and Michael may have opposite views, so I yield to them.

Gina

---

**From:** Gail King  
**Sent:** Monday, January 12, 2009 11:07 AM  
**To:** Gina Humphreys; Mike Cunningham  
**Cc:** Rita Davis  
**Subject:** Independent Mail Report

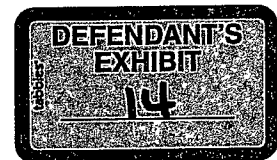
I read the Independent Mail report of the Friday, January 9th meeting of the Audit Committee.

I would like for us to make a response to the committee members in regards to comments made by

Mr. Daniel about the county's Financial system.

- 1) It is somewhat the same system, but has had major modifications and enhancements through the years. I told Mr. Daniel this. There are checks and balances in place. We have added online requisitions, automatic posting of balancing accounts for almost all the receipting systems in the various departments throughout the county. It is not the same system that Mr. Daniel helped install 20+ years ago.

- 2) MIS programmers can give the committee any kind of report or inquiry



P1f\_06744

screen that they need.

3) It would be between .5 - 1 million to replace our financial system.

4) 4 of them will have laptops by the end of this week. (Moore, Dunn, Allen, Floyd) This would

serve as their workstation. Additional laptops for CWilson, RWilson and Waldrep would cost \$1600 each.

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )  
JOEY R. PRESTON, ANDERSON )  
COUNTY ADMINISTRATOR )  
PLAINTIFF, )  
vs. )  
ROBERT L. WALDREP, JR., and M. )  
CINDY WILSON, in their individual )  
capacities, )  
DEFENDANTS. )

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT  
CASE NO. 2008-CP-04-2726

**AFFIDAVIT OF  
GINA HUMPHREYS**

PERSONALLY APPEARED BEFORE ME, Gina Humphreys, who deposes and says I am over eighteen years of age and of sound mind. The following statement is true and correct to the best of my knowledge and belief:

1. I am a full-time County employee. I am the Assistant Administrator – Finance Division Director for Anderson County.
2. On December 19, 2007 and August 14, 2008, I sent the attached letters to the County Administrator.
3. These letters accurately reflect my concerns.
4. I also prepared a statement the day after Ms. Wilson and Mr. Waldrep came into my office on December 12, 2007 about their conduct and that statement is also attached to this Affidavit.
5. The December 13, 2007 statement accurately reflects my concerns about the threat Mr. Waldrep made to me when I refused to comply with his and Ms. Wilson's orders.



FLOYD\_00114

FURTHERMORE DEPONENT SAYETH NOT.

Gina Humphreys  
Gina Humphreys

SWORN to before me this 1st  
day of October, 2008.

Dennis W. Wilton (SEAL)  
Notary Public for South Carolina  
My Commission Expires: MY COMMISSION EXPIRES JUNE 14, 2010

**ANDERSON  
COUNTY**

*Making News.  
Making Progress.*

Date: December 19, 2007

To: Joey R. Preston, County Administrator  
Phyllis McAlister, Personnel Manager

From: Gina Humphreys, Finance Division Director *Gina Humphreys*

Subject: Harassment

County Administrator

Joey R. Preston

Council Members

Bob Waldrep

Chairman

District 1

Michael G. Thompson

Vice Chairman

District 5

Grace S. Floyd

District 2

Larry E. Greer

District 3

Bill McAbee

District 4

Ron Wilson

District 6

M. Cindy Wilson

District 7

Clerk to Council

Linda N. Eddleman

Anderson  
County



2001, 2002 J. Mitchell Graham Award Winner  
for Excellence in Governmental Performance  
2002 Government Regional Cooperation Award Winner

The purpose of this memo is to make a complaint of harassment against County Councilmembers Bob Waldrep and M. Cindy Wilson. This complaint arises from several incidents, the sum of which I can no longer ignore. The latest event took place on December 12, 2007, when both of these councilmembers entered the County Finance Department and made demands and threats upon several County employees, including myself. This particular incident not only goes against the County's harassment policy, but also is a direct violation of Home Rule. This is the second time that Mrs. Wilson has entered the Finance Department and made demands of County employees.

I have a right and an expectation to work in an environment that is both safe and non-threatening. This incident, along with other incidents and the behavior of Councilwoman Wilson and Chairman Waldrep, much of which has been in public meetings, has created an intimidating, hostile, and offensive work environment not only for me, but also for other County employees, particularly the employees of the Finance Department. I reference a particular incident at the August 7, 2007 County Council meeting whereby Chairman Waldrep referred to Mr. Preston and I as "Tweedle Dum and Tweedle Dee" and threatened me by asking the County Sheriff to force me to produce a report.

Both Wilson and Waldrep continually call for a forensic audit of Anderson County, without any evidence of wrongdoing. Their continuous and ongoing call for a forensic audit, along with their combined innuendos that the finances of Anderson County is full of fraudulent activity, is always done in public meetings and on public radio. As a CPA, my reputation and credibility is the most important asset I have in order to earn a living. Both Wilson and Waldrep's constant barrage of slurs, slander, innuendo, and even name-calling, has the effect of not only unreasonably interfering with my ability to do my present job at Anderson County, but also has the effect of damaging my future employment opportunities.

I am asking for full and permanent relief from what I consider to be harassing, hostile, aggressive, slanderous, and intimidating behavior from County Council members M. Cindy Wilson and Bob Waldrep.

Post Office Box 8002 - Anderson, S.C. 29622-8002  
(864) 260-4000 • (864) 260-4548 fax

[www.andersoncountysc.org](http://www.andersoncountysc.org)

FLOYD\_00116

002403

Date: August 14, 2008  
To: Joey R. Preston, County Administrator  
From: Gina Humphreys, Finance Division Director *Gina Humphreys*  
Subject: Harassment and Intimidation

The purpose of this memo is to make a second formal complaint against Anderson County Councilmembers Bob Waldrep and Cindy Wilson. My first complaint was made on December 19, 2007 after these two councilmember's entered the County's Finance Office and made demands and threats not only to me, but also to other County employees. During this situation, Councilman Waldrep told me that I was "doing wrong" by not giving him certain documents in the Finance Department. I, along with other employees who heard this, took this to be a threat.

My second complaint stems from a special called County Council Workshop meeting that was held Tuesday, August 5, 2008. The purpose of this meeting was for County Council to discuss the "special audit" that was voted on as part of the County's budget ordinance. Although I did not attend this meeting, it was reported by the Anderson Independent Mail that Bob Waldrep reported that the three new council members wanted both you and I suspended while this "special audit" was conducted. I consider this threat of suspension as retaliation from the events in the Finance Offices on December 19, 2007 and as further attempts to harass and intimidate me.

As a Certified Public Accountant I have to maintain credibility in order to be able to earn a living. When comments such as these are printed in the paper it casts a shadow of doubt about my credibility. Both Waldrep and Wilson have continuously and relentlessly made false statements, innuendos, and slurs concerning my professional abilities. These comments, have been made both to me, and about me, in public meetings and on public radio, and are creating a negative public perception of me and adversely affecting my current and future employment opportunities.

It is my belief that the actions of Waldrep and Wilson constitute harassment and intimidation. County policy states that all employees shall have the opportunity to work in an atmosphere and environment free from any form of harassment or retaliation. At this point, I believe that Waldrep and Wilson are using this threat of suspension to further intimidate me.

There have been numerous occasions that these Councilmembers have made slanderous comments concerning the County's finances. As the Finance Division Director, and as a Certified Public Accountant, I take great exception to these false claims. Just this past week, an article appeared on the front page of the Belton and Honea Path News Chronicle titled "Forensic Audit Postponed until after First of the Year". This article was also written as a result of the special called audit workshop

T-897 P 002/003 F-898

+8642604106

Aug-14-2008 04:08pm From-ANDERSON COUNTY ADM

FLOYD 00117

002404

held on August 5, 2008. The word forensic denotes fraud and means "of the court". Thus to use the word forensic as it relates to an audit, implies that there is evidence of fraud and that will result in some type of court action.

Anderson County has received a "clean" or unqualified audit opinion for twelve years. The County's finance team has garnered multiple awards from the Government Finance Officer's Association for both the budget and the audit. It is simply wrong for these two Councilmembers to continue to make slanderous, public, unfounded and unsubstantiated comments that have the effect of slurring my name.

I am again asking for full and permanent relief from what I consider to be harassing, hostile, aggressive, slanderous, and intimidating behavior from County Council members M. Cindy Wilson and Bob Waldrep.

T-897 P 003/003 F-886

+8642604106

Aug-14-2008 04:08pm From-ANDERSON COUNTY ADM

FLOYD\_00118

002405

December 13, 2007

On the afternoon of Wednesday, December 12, 2007 I was at my desk when Marlene Hanks from the Administrator's office called to inform me that Cindy Wilson and Bob Waldrep were in the Finance Department. I immediately went to the Finance Department to see what they were doing. This was around 3 to 3:15 p.m. When I walked into the Finance Department I saw Cindy Wilson, Bob Waldrep, and a man with a camera on his shoulder and another lady whom I did not recognize. I took her to be a reporter. They were standing at the top of the steps and directly in front of the two Accounts Payable ladies' desks. Rita Davis was also standing in this area near her office door. They were making demands of Rita. I walked up and Bob addressed me. He was talking very loudly and kept calling my name, my full name. This I suppose was for the benefit of the camera. He said, "Gina Humphreys, are you the financial head of this department?" I said yes. He said, "Gina Humphreys, I am going to ask you to show us the credit card files." I said no. He stepped closer to me and got even louder. He said, "Gina Humphreys, I am going to ask you one more time. Are you going to let me see the files?" I again said no. He then said, "I am an elected official. I represent 18,000 people. You are just an employee." I replied that I worked for the County Administrator and that I would need to speak to Mr. Preston about this. In fact, I told him at least twice, maybe three times that I would talk to Mr. Preston about this. He again took another step toward me. His voice continued to escalate along with his agitation. He asked when I would do this. I did not make any commitment other than saying when I was able to. He continued to say when, when, when will that be, repetitively.

At this time Ms. Wilson interjected that there was missing paperwork and that some of the expenses were against County Policy. The camera man, as far as I know, filmed this. I finally walked away as Bob was continuing to say when will that be, when? As I was turning away to he said, "Gina Humphreys, you are doing wrong. You are making a bad decision. I hope you know that."

All during the encounter, Mr. Waldrep was extremely agitated and angry. He was loud, demanding, even demeaning, and rude. This behavior should not be tolerated.

This is the second time that this has happened, the first when Cindy Wilson came into the Finance Department on February 24, 2006 with a group of her constituents and went through the Accounts Payable files.

*Gina Humphreys*

FLOYD\_00119

002406

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )  
JOEY R. PRESTON, ANDERSON )  
COUNTY ADMINISTRATOR )  
PLAINTIFF, )  
vs. )  
ROBERT L. WALDREP, JR., and M. )  
CINDY WILSON, in their individual )  
capacities, )  
DEFENDANTS. )

IN THE COURT OF COMMON PLEAS  
TENTH JUDICIAL CIRCUIT  
CASE NO. 2008-CP-04-2726

**AFFIDAVIT OF JANA PRESSLEY**

PERSONALLY APPEARED BEFORE ME, Jana Pressley, who deposes and says I am over eighteen years of age and of sound mind. The following statement is true and correct to the best of my knowledge and belief:

1. I am a full-time County employee. I am the Assistant Finance Manager in the Anderson County Finance Department.
2. On December 12, 2007, I prepared the attached statement to record what occurred that day.
3. This statement accurately reflects my concerns. I heard Mr. Waldrep tell Ms. Humphreys she was making a bad mistake by not following his directives to immediately produce documents he wanted to review.

FURTHERMORE DEPONENT SA YETH NOT.

Jana Pressley  
Jana Pressley

SWORN to before me this 30<sup>th</sup>  
day of September, 2008.

Harmon H. Luegg (SEAL)  
Notary Public for South Carolina  
My Commission Expires My Commission Expires 2/21/2017

December 12, 2007  
Approximately 3:30

Statement of Jana Pressley (Page 1 of 2)

Security officer Ronald "Woody" Wood called on the intercom system to make me aware that Mr. Bob Waldrep, Ms. Cindy Wilson, a reporter and a camera-person with WSPA were coming to our office to review credit card files. I told him to call and let Rita know.

I got up from my phone call with Woody and walked over to Rita's office to let her know. I was approximately a foot a way from her door when the "crew" walked into the Finance office. Rita was not in her office. I found out later that she was upstairs with Auditor's.

Since Rita was not in her office, I turned to walk back to my office. Mr. Waldrep, with the camera rolling, stated that he would like to review the credit card files. I told him I would need the permission of the County Administrator to give him those files. I told him that I reported to the Administrator.

B Waldrep - "You are who?"

J Pressley - "Jana Pressley"

B Waldrep - "SO you are Jana Pressley. I am the Chairman of County Council, Bob Waldrep, and I ask again to see those files.

J Pressley - "I understand and know who you are, but I report to Joey Preston and need his permission to give you this information.

B Waldrep - "So you will not allow me access to these file."

This conversation took place right outside of my door. I was standing at my door, CW was above the step, BW and cameraperson were actually standing on the top step leading up to my office, and the reporter was not yet on a step. I picked up the phone to call Teresa Bannister and for Marlene Hanks to find Mr. Preston. Marlene told me that he was out of the building but she would call Gina Humphreys, the Finance Division Director. While I was on the phone with Marlene, Rita came back in the office, she spoke to our visitors, but I could not hear what was said due to being on the phone. I told her that Mr. Preston was out of the office and that Gina was on her way.

Gina came into the office, they exchanged pleasantries and then

B Waldrep - Gina, I am here to review the credit card files.

G Humphreys - Sir, I will need to speak to Mr. Preston about giving you these files.

B Waldrep - Gina, I ask you one more time to review these files. Are you not going to let me? You are the head of this department; I want to see these files.

G Humphreys - When I talk to Mr. Preston

B Waldrep - And when will that be, I get nothing from you but excuse. I want details. Tell me when I can get this information.

G Humphreys - As soon as I can talk with Mr. Preston. He is out of the office at this time. When I speak to him and I will be in touch. I believe you have had some of this requested information already copied and given to you.

C Wilson - Some of the information is missing. Like page 2 of two; also some receipts.

FLOYD\_00122

002409

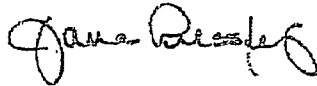
*Statement of Jana Pressley (Page 2 of 2)*

**B Waldrep** – So you are denying my requests? You do realize that you are making a bad mistake.

Gina leaves our office. Ms. Wilson points to the file cabinets to the left of Karen Waters, Account Payable Technician. Ms. Wilson states as she points that last time the information was in those file cabinets. Mr. Waldrep, Ms Wilson and the cameraperson walks to the file cabinets and discuss the inability to see the information requested. I could not hear the exact word being used.

Mr. Waldrep was rude and aggressive to Rita, Gina and me. If not all, most of the whole masquerade was filmed by WSPA.

I have typed this statement to the best of my ability to remember words and comments that were made during this disruption of the Finance office. This type of scene during a workday is not needed. A council member should not talk so stern, rude and downgrading to county employees. It is my understanding that Home Rule states – All county employees report to the Administrator, except for the Administrator and the Clerk to Council. I tried to follow the proper "chain of command".



Jana W. Pressley  
Assistant Finance Manager

FLOYD\_00123

002410

ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

MEMORANDUM

TO: ALL COUNTY COUNCIL MEMBERS  
ANDERSON COUNTY COUNCIL

FROM: THOMAS A. BRIGHT

DATE: NOVEMBER 26, 2008

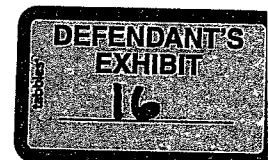
RE: JOEY PRESTON, ADMINISTRATOR

---

Council Member Cindy Wilson called me on Wednesday, November 26, 2008, and asked me to prepare a timeline of my meetings with Anderson County officials subsequent to the hiring of our law firm to represent the County in conjunction with the letter the County received from the attorney for Joey Preston. I have attempted to reconstruct that timeline below. I would ask that this memorandum be distributed to all members of County Council.

TIMELINE

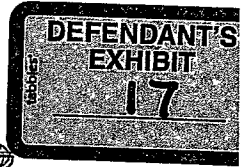
1. October 9, 2008 – met with Chairman of County Council, Michael Thompson. to understand the current issues related to Joey Preston, the County Administrator.
2. October 13 and 14, 2008 – made phone calls to all current County Council Members to get their perspective on the issues related to Mr. Preston.
3. October 27, 2008 – met with Personnel Committee of the Anderson County Council. Present were Ron Wilson, Bill McAbee, Larry Greer, Bob Waldrep, and Cindy Wilson.
4. November 4, 2008 – second meeting with Anderson County Personnel Committee. Present were Ron Wilson, Bill McAbee and Larry Greer.
5. November 10, 2008 – met with attorney for Joey Preston, Rob Hoskins, to discuss Mr. Hoskins' letter dated September 28, 2008, addressed to County Council.
6. November 13, 2008 – second meeting with Rob Hoskins to discuss Mr. Preston's allegations of anticipatory breach of contract, constructive discharge, and breach of contract. Also discussed framework for resolving any outstanding legal claims.
7. November 14-18, 2008 – numerous conversations with Rob Hoskins and Councilman Ron Wilson to put together a proposed Severance Agreement and Release of Claims that included Mr. Preston's resignation, release of claims against the County, and payment of



severance pay. It was my understanding that this proposed Severance Agreement was going to be proposed by Mr. Wilson at the Council meeting on November 18, 2008.

I hope this is helpful in understanding the timeline concerning the actions I took pursuant to our engagement by the Anderson County Council. I would be more than happy to meet with the Council at any time should they wish to ask me any further questions about the actions taken in conjunction with this matter.

6837514.1 (OGLETREE)



5 forged  
2 against Goey  
the last sued  
2 council members  
m. Maltrip

1100

~~scribbled out text~~

3<sup>rd</sup> floor

Tom Martin → he wrote the K.  
made amendments.

W.A.M. - AM  
1230 Rick Duice  
(runner → second set  
of books)

226-1688

Origination - Buddy Daniel 100%

Managers  
Responsible } TAB 100%  
Billing }

employment contract dispute → not  
litigation yet.

Anderson County

opposing party - Goey Preston, County  
Administrator.

client contact (Glenow)  
Council Chairman Michael Thompson

cancelled but want  
 says so. → Wilson + Waldrep.  
 Tomney  
 Bishop  
 File Comm

Realtor in town

Rita Davis → works for Sena Humphreys

10/9/08

Meeting / Michael Thompson  
 Anderson Co. Council.

on council for 4 yrs. → defeated in last  
 Eddie Moore → aligned with Moore + Wilson

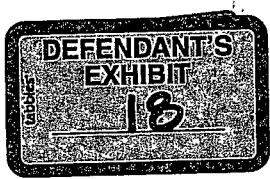
- Harry Guen - defeated - school teacher - retired ✓
- Grace Floyd - has opposition in Nov. - retired school teacher
- Cindy Wilson - returning - realtor
- Bob Waldrep - ~~defeated~~ - attorney ✓
- Bill McCabe - defeated - trucking ✓
- Lon Wilson - returning - self-employed - precious metals.

smaller  
 and am...

current council want an amicable separation.

→ pg 13 of minutes

Aug 5 meeting of council. - Mr. Waldrep said he'd  
 met with incoming council members; discussing  
 a forensic audit of county expenses. proposal  
 that Mr. Humphreys (Finance) and Joey put  
 on leave for this audit. Joey said that  
 breaks his contract. ~~not today~~



When new council members seated there  
 will be changes.

Preston had sued Waldrep + Wilson for interfering  
 with Preston's job. went into Finance office  
 with Channel 7 demanding certain financial  
 records.

Judge Nichols heard case last week - taken under

Minutes → Nancy Bloodgood → she is representing Pustan in suit  
(vs) Waldrop & Wilson.

### Advertisement.

all goes back to Beaver Dam Creek sewer project →  
she tried to stop project. She ran for council.  
she then tried to get expenses → Council said  
no. ~~no~~ <sup>now</sup> she challenging all kinds of expenses.  
(she also tried to get info on the sewer  
project).

Ethics Comm looked at it → found no problem.  
Wilson knows nothing about it. (only  
Joy knows that).  
happened  
this year.

Bob + Cindy → opposed to hiring anyone. He presented  
3 names for consideration → they wanted  
to delay, consider, find their own. But  
5 others looked at it, decided to hire us.  
after exec session → made a vote, 5-2.

---

Jackie Hunter - new County Auditor. (TAB deposed  
him when he filed lawsuit). will be selected.

- Pustan has been accused of having an affair with  
a County ex.
- spending & he's not authorized to spend.
- transferring & he's not authorized to spend.

current auditing firm → 232-5204 cell 423-5752  
Green, Finney + Horton (maelstin) June 30, 2007  
Larry Finney

3 auditing firms have said "clean."  
Dina Humphries → Finance Director,

Phyllis McAllister - H.R. Director

next meeting of council → 1<sup>st</sup> + 3<sup>rd</sup> Tuesday of  
each month.  
2<sup>nd</sup>

Wants me to contact each council member → let them  
tell me their side of the story.

Watkins - on McDuffy → John's street - Bldg  
on right. Watkins low  
furn.

Thomas L. Martin  
Attorney at Law

tmartin@mcnaair.com

McNair Law Firm, P.A.  
500 South McDuffie Street  
Anderson, SC 29624  
854 225 1600 Main  
854 225 6400 Fax

Mailing Address  
Post Office Box 4030  
Anderson SC 29622

**M\_CNAIR**  
ATTORNEYS

Call Tom Martin  
@ direct #  
864. 716. 9712

lv. @ noon for meeting  
back in office @ 1:15 pm



Meeting / Tom Martin

and Co.  
atby  
(McNair)

10/19/08

Tom's client has always been the County. ~~the~~  
Waldrep + Wilson want Tom + McNair

Tom in house through 1995. McNair retired  
in 1999.

1996

Joey asked Tom to draft his contract <sup>for Joey at the request</sup> ~~for the~~ of the Council.  
~~County~~, at the request of Garrison + Guerd  
(council members).

(David Watson, Gary Smock previous administrators)

Joey believes he paid the bill for the contract. included  
all the terms Joey told him about. (identical  
to lots of other

Tom doesn't  
have a copy.  
County got  
and copied.

he met with County Council and presented contract -  
reviewed all the provisions. (Garrison, Guerd,  
Tolley, Floyd, <sup>Smith</sup> etc). "This is what it says, is this what  
you want?"

contract amended one time at request of Tolley and Floyd.

July, 1998 -> County afraid of losing Joey. so amended  
agreement -> wanted to enhance the contract.  
Floyd + Tolley came to him (Tom) to amend.

CAVE - Jackie Hunter  
Taxpayers Association

Tom came back as Co. atty in 1999.

in 1998 - Tom told them @ conflict. told him he needed waiver of conflict (no one it was signed), agreed to waive only the compensation. met in Exec session → voted on changed agreement.

Bob Waldrep on Council 2 yrs ago. (on Council before, ran for state legislature → was a good reformer). He is now a changed man, acerbic, hates Tom, hates Joey. feels Joey not forth coming. (unfortunatly Joey "sulks" in meetings → that's because he gives them <sup>info</sup> and they say

fought to supreme court @ narrative in atty-client bills → felt it was atty-client privilege. privilege belongs to County (client). Council voted not to waive privilege. fought all the way to the supreme court.

(read 1 pg. narrative Tom gave County Council 4 yrs ago), it turned into a long legal fight. County won - did not turn it over

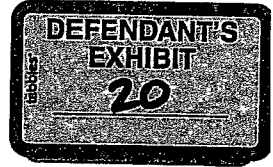
August 5 Council meeting → review <sup>minutes.</sup> ~~minutes~~  
in official capacity Cindy + Bot. 9-9-6 to

Joey seeking injunctive relief to enjoin them from interfering with his job - Buddy Nicholson → Council passed an ordinance saying only Council

as a whole can direct govt to give them info.

govt sued Cindy for invasion of privacy → settled.  
(running registration of her BHW).

County employee suing County employee for defamation.



Anderson  
County.

10/13/08

TC/Ron Waldron

he's ~~in~~ in 1<sup>st</sup> term, relected, very divided County. he was very supportive of Cindy Wilson at first, then Waldrep came on. They were a block of votes 2 yrs ago, but his opinion changed. by summer 2006 - he switched sides.

this summer they punished Cindy Wilson (use money from Rec. fund as requested by each member). he was voted down, he sided with her. next meeting - reversed and spent all the \$\$. things became more student.

Waldrep allied with Cindy - his daughter applied for job at M. Hair - turned down, Waldrep upset.

1<sup>st</sup> meeting - Jan. 2006, made motion for an audit, defeated 4-3. supposedly Preston stealing, by-passing council. (interpreting how council administrator loan of gov't to him)

last fall ~~with~~, they went into Finance Dept with Charnel T. demanded info, she called Preston, he said "not now", Waldrep said "Germany in the 30's."

passed - 4-3

in June, 2008 - made motion for item by item audit

(2)

spend whatever to make sure they know where all the \$ is,  
now going to be an <sup>"expanded"</sup> ~~expanded~~ "procedures" audit, but  
they never agreed to this. Finny said it  
would cost alot; never done one of these,  
would take a year. he said \$500,000 cost.

take a dept  
and do a  
wall to wall.

Workshop in August → went through things, Waldup  
and Wilson backing away. Waldup said  
he's spoken to new elected council members  
about putting Joey + Gina on leave to conduct  
audit.

they are doing all they can to impeach Chris  
ability to do his job, feels court will say  
so.

easiest way out is to buy him out.

he's heard lev say "let's fire him."

TC/Larry Green

Anderson  
County

10/13/08

(was voted off)

explained proposal from Hopkins.

accusations → using credit cards to  
purchase alcohol for partying.

accusations → extra marital relationships.

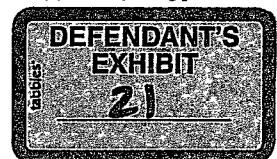
Money not properly being spent.

nothing's been proven. No specifics. Audit not  
sufficient; not thorough; they are beholden  
to Preston.

he wants to see it happen with everyone  
being treated with respect.

TAB → not an anticipatory breach  
→ not sufficient

buyout cheaper than protracted litigation.



TC/ Bob Waldrep

Anderson  
County

10/13/68

Preston has worked himself into a state of victimization. 5 Council members want to buy out his contract.



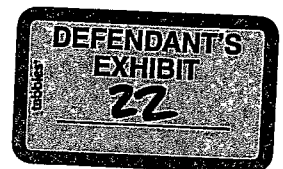
commissioner with a 20 year contract → could they bind the hands of the following -

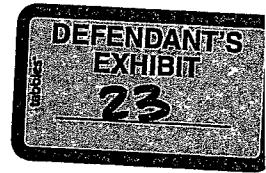
"just cause" → nothing concrete yet.  
he is the master of obfuscation.

sued as individuals → claiming violation of Home Rule Act. Buddy Nicholson

- preclude them from speaking with Co. employees.
- going to finance to see credit card records. (finance director) (Dec, 2007)
  - wrote letter requesting info from 9/11 → asking why EMS never showed
  - 2 councilors spoke to him @ meeting with them → Preston said they weren't allowed.

8M transaction.





TC/ Ms. Nelson

County Council

10/13/08

she believes that new counsel coming on in Jan. three new members

there is strong possibility of course for discharge.

in executive session → she got

she urges temperance and discussion. the lone ducks want to buy out the administrator put new administrator in place.

Waldrop read a letter to set a scope for the audit → put on paid leave → have an interim administrator.

makes her question → what will you find!

wants to look at credit card files. → looking at it → see/counsel members buying liquor. no back up. no support.

5 council members looking to buy out contract. can't just settle something overnight.

violation of privacy  
defamation

① 1<sup>st</sup> lawsuit against her → over a car matter.  
she called SLED, gave them information  
concern that landfill ~~had~~ transaction  
had been bad for county.

fancy sports car at issue → changed hands  
several times.

SLED never investigated, she got sued, homeowner's  
insurance settled for \$800,00

② several ethics complaints

2 in 2001 - Dore Taylor  
Johnny Caldwell

} she found falsified  
docs. in the file.  
co. atty and admin.  
prepared these

she was cleared.

Ross Plyler → Collins + Kacy

③ June 3 → Co. cc sued her for defamation by  
posting something on her web site.  
(M. Grace)  
(cc awarded ~~her~~ herself a motorcycle  
trip).

④ a second ethics complaint → current atty gen.  
said → Preston should give up certain info  
to her.

engaged  
Gary Binow  
Nov. 04

→ writ of mandamus. billings statements  
of attys, went to Supreme Court → majority  
of Council has to vote on it. should have  
included credit card bills.

drinks at Sullivan's bar → using Co. credit card.  
no back up. no itemized receipts.

she takes her responsibilities seriously. She needs  
to see docs. and discuss it with  
citizens.

claim → interfering with his ability to  
perform his job.  
current lawsuit → sued her in individual capacity.  
he wanted employee affidavits sealed.  
got them the day of the hearing. Took  
live testimony. Judge said → look at  
it over night → affidavits or testimony  
over night. affidavits due in 15 days.

GLR 153 account request → wants to see where  
we were on June 30. she thinks he  
pays things in Oct and post date to  
pub year.

Bill McCabe

Anderson  
County

10/14/08

voted

~~to~~ to have an audit on an item for item review.

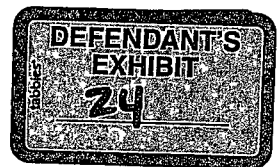
Faction on council to get rid of Preston → looking for reason to discharge for cause.

used to think Cindy crazy; now he thinks she's evil. all related to Beaver Dam sewer line. this is payback for her.

her allegations are unfounded. 2 years ago she said she had evidence of wrong doing. said info is in lawyer's hand in Columbia. would never show it to him. she never asked him to resign or suggested what the wrongdoing was.

credit cards  
cause de jure

(but these were budget expenses)



VC/ Michael Thompson

Anderson  
co.

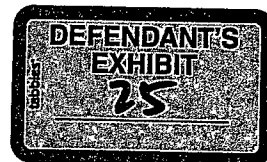
10/21/08

at Waldrip campaign event → made clear  
they will assign Preston tasks he  
can not perform. will run him out.

original and corrected transcript →  
said "suspension" in original.

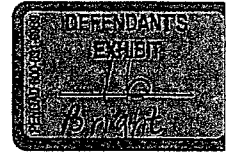
in original, court reporter put a "?" in a sentence.  
she added 3 words, council voted on  
revisions.

on last page =





12/2/08  
1/10/08  
Anderson County



Dina 260-4000 Switkowski  
260-1010

Anderson County cell 314-2151  
(Goey Preston)

Council meeting 10/21/08

F. Analysis of Contract

A.) ~~Four~~ <sup>Four</sup> ways to terminate relationship  
1.) notice 90 days before anniversary date of intent not to renew (42(0))

- notice no later than April 21, 2009
- still leaves 2 years left on the contract.

2.) For cause (43(A))

- conviction of a crime involving personal gain or moral turpitude
- refusal to perform his duties, after written notice of non-compliance and a reasonable period to correct
- no severance pay if non-compliance not corrected (except comp and benefits accrued but unpaid)

3.) Illness or Disability

4.) Without Cause (43(B))

- any reason other than cause
- pay all pay and benefits under the contract

- ~~■~~ - unexpired term plus 1 month pay for each year of service
- B.) ~~Contract~~ Administrator can be deemed terminated w/out cause if:
- County reduces salary, comp or benefits in a greater percentage than an across the board reduction
  - if Administrator reassigned, or County fails to comply with any provision benefitting Administrator
- C.) Severance penalty provision for failure to give 3 months notice of resignation
- D.) Release in exchange for severance
- E.) At Administrator's sole option, lump sum or incremental payments
- F.) 6 months additional benefits before COBRA kicks in.

Personal  
Comm

Ron Wilson  
Mr. McCabe  
Mr. Greer

Anderson Co  
(Preston) 11/4/08

Ron Wilson

When we saw at → he's interested in getting this over.

This controversy ongoing for several years. Wants to find the quickest way to get it over with.

Want to reach agreement with Preston as quickly as possible.

Wilson was opposed to him initially → now he agrees with him.

Greer - watched this go on for years. Preston may have made mistakes. Lots of allegations of several not proven. (have demanded people produce evidence): maybe Preston has made P.R. mistakes. (could have been handled differently). probably would not have made a difference.

We has moved Co. council forward. lots of economic development in the County.

Time for him to go - but make it an equitable solution.

3 Things we are dealing

1-) salary + benefits

2-) Retirement → <sup>buy up</sup> only 5 years of ~~credit~~  
insured credit.  
(includes credit for time in NC)

check  
limitations



Larry Green's #'s

1.) Retirement

7 yrs +  
2788 days  
\$127.72/day  
↓  
5 yrs  
\$233,089

(Get Dina call to get the limits)

2.) Salary

\$167,000/year

167,000  
1.5  
18,35000  
167,0000  
\$250,5000

1  
827  
356  
92  
1,275,000

250,000  
253,000  
\$ 92,000  
575,000

Thurs. Nov. 18 → next meeting.

Wealth Accounts for retirees

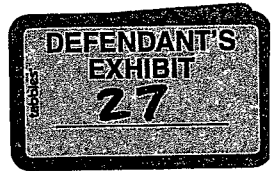
How to fund the ~~Agreement~~ Agreement

- amend the budget - takes 3 readings
- transfer \$ from one acct to another to fund this settlement.

check this

|               |                |
|---------------|----------------|
| 5 years       | 233,000        |
|               | 92,000         |
| <u>salary</u> | <u>650,000</u> |

meeting held → they would give him something  
to do that he could not perform ~~the~~  
~~and~~ and that he would be fired for  
insubordination,



TC/Ron Wilson

Anderson Co.  
(Preston)

11/11/08

Here's what he wants to do - set up a meeting offer \$1.1 million. get it off the table. can't take a figure to Council unless it is a number they can accept.

- way to put an end to this
- will be more expensive if they let it go to litigation
- will cause substantial consternation and turmoil if its in litigation for 2-3 years.

Issues to cover with Preston's atty

- tax consequences → if its all contract/wages, lefty withholding
- when to pay
  - retirement - he has to pay while on payroll takes time to clear.
  - must agree to work through specific date.
- Retirement - he pays it - he bears the burden of his eligibility.
- COBRA election → must begin immediately at end of employment
- Confidentiality - no such animal

- full release of county and council members
- structured or lump sum.

11/13/08

Met with Rob Hopkins to deliver 1.1 "concurrence",  
said it's not an offer but what Personnel  
Comm. willing to push with Council - offer  
needs to be from them.

Raised the issues above @

- timing
- retirement
- benefits
- taxes
- mutual releases

Rob raised issue of current litigation

Rob to check with goey.

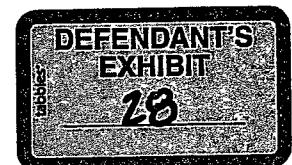
ANDERSON COUNTY COUNCIL  
(Personnel Committee)

I. Preston's Position

- A. Certain Council members (and those newly-elected) have made it clear they intend to prevent him from carrying out his duties post-Jan. 2009.  
— statements by Mr. Waldrep's campaign regarding giving Preston duties he could not perform in order to fire him.
- B. Have hindered his duties for seven (7) years.
- C. "Assault" to obstruct progress.
- D. He concludes → intent to preclude him from doing his job.
- E. Views this as anticipatory breach/constructive discharge.
  - 1. Law on constructive discharge.
    - a. Material change in duties, rank or compensation.
    - b. Intolerable working conditions such that a reasonable person would feel compelled to resign.
  - 2. Anticipatory breach.
    - a. Unequivocal repudiation.
    - b. Repudiation final and absolute.
    - c. Repudiation unequivocal.
    - d. Repudiation not based on partial breach – must go to the essence of the contract.
    - e. Must be clear intent not to perform under the contract in the future.

II. Legal Analysis

- A. No anticipatory breach. *Collins v. Wausau*, 204 EED Appx. 208 (4th Cir. 2006) (citing S.C. Law).
- B. No constructive discharge.



- C. No resignation/quit – letter 10/20/08.
- D. What you do going forward could create that situation.

III. Contract Validity.

- A. *Piedmont Public Service Dist. v. Cowart*, 324 S.C. 239, 478 S.E.2d 836 (Sup.Ct. 1996).

- 1. If it is a governmental function versus a proprietary function, and cannot be impaired by an employment contract extending beyond the terms of the members of the local governing body.
- 2. Appointment and removal of chief executive is a governmental function.
- 3. Exception – where enabling legislation clearly authorizes the body to make that contract beyond its members terms.

- B. South Carolina Attorney General opinion – post *Cowart*.

- 1. Same issue, but with Co. attorney.
- 2. Same result – voidable contract.

- C. Spoke with three current or former county attorneys and they all agree that contract is likely voidable.

- D. Recent decision – *Civ of Gaffney* case, August 15, 2008.

- 1. Little different.
- 2. Involves change in retiree medical benefits.
- 3. Cites *Cowart* → Council lacked authority to enter into a contract in excess of their terms.
- 4. All other theories rejected as well (estoppel).

IV. Value to the Contract/Demand.

- A. Full payment under his contract.
- B. Basis for termination.

1. Cause - ¶ 3(A)

- Conviction of crime for personal gain or crime involving moral turpitude.
- Refusal to perform duties of his office (career opportunity).
- No severance pay: just what's unpaid at time of termination.

2. Disability - ¶ 3(B).

3. Without cause - ¶ 3(C)

- Whole contract, lump sum or incremental, his option.
- 30 -month cap. with severance.
- 6 months benefits under COBRA kicks in.
- around \$825,000 .

4. Consistent with demand letter dated 10/23/08.

V. Demand Letter -- \$870,000.

- A. Contract claim.
- B. Tort claims regarding two sitting Council members and several incoming members.
- C. Special damages → inability to work again in County government and, therefore, losing maximum retirement under State plan (\$56,087), plus cost for retiree benefits (\$92,772).

VI. Recommendation.

- A. Write a letter back – no anticipatory breach.
- B. No reason for this Council to ask for his resignation – expect him to continue as Administrator.
- C. Lots of authority that contract is voidable.
  - Leave it for new counsel – there will be litigation.
  - Let them make a choice -- " " " "
- D. Terminate now and pay nothing – there will be litigation.
- E. Do nothing to suggest repudiation of the contract.

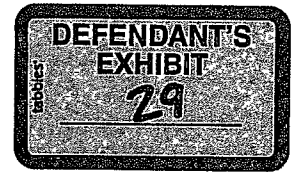
F. Settle with him and pay his contract out.

— Good argument it is voidable and, therefore, has no value.

— Citizens may go after Preston and former Council members for giving away their \$\$ without good reason.

G. Take the high road – stay above the fray – if the new Council wants to move in another direction, let them make those decisions.

6766152 1 (OGLETREE)



**Ogletree  
Deakins**  
ATTORNEYS AT LAW

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
The Ogletree Building  
300 North Main Street (29601)  
Post Office Box 2757  
Greenville, South Carolina 29602

Phone: 864-271-1300  
Fax: 864-235-4754  
[www.ogletreedeakins.com](http://www.ogletreedeakins.com)

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|----------|--------------------------|--------------------|--------------------------------|
| DATE:    | <u>November 11, 2008</u> | TOTAL PAGES:       | <u>3 (includes cover page)</u> |
| TO:      | <u>Ron Wilson</u>        | FROM:              | <u>Thomas A. Bright</u>        |
| COMPANY: | <u></u>                  | PHONE:             | <u>(864) 271-1300</u>          |
| FAX:     | <u>(864) 605-1005</u>    | CLIENT/MATTER NO.: | <u>127200.9</u>                |
| PHONE:   | <u></u>                  | PHONE CODE:        | <u></u>                        |

Original to follow in mail: Yes  No

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**NOTES:**

Attached is the letter I mentioned earlier today and that you asked me to fax to you. I will keep you posted.

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Greensboro, NC • Greenville, SC • Houston, TX • Indianapolis, IN • Kansas City, MO • Los Angeles, CA • Miami, FL  
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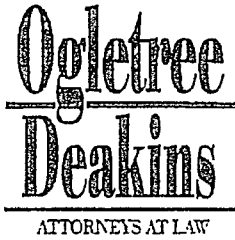
11/11/2008 15:25 FAX

0001

\*\*\*\*\*  
\*\* TX REPORT \*\*  
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TRANSMISSION OK

TX/RX NO 0418  
RECIPIENT ADDRESS 6051005#5955  
DESTINATION ID  
ST. TIME 11/11 15:24  
TIME USE 01'14  
PAGES SENT 3  
RESULT OK



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Original to follow in mail: Yes  No

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NOTES:

Attached is the letter I mentioned earlier today and that you asked me to fax to you. I will keep you posted.

FOSTER LAW FIRM, L.L.P.

*Attorneys and Counselors at Law*

ROBERT E. HOSKINS

PAUL J. FOSTER, JR.  
1928 1933

November 11, 2008

via HAND DELIVERY

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

Re: *Joey Preston*

Dear Tom:

It was nice to see you yesterday. I wish we could have made more progress, but I am still optimistic that we can resolve our unfortunate issues. I did want to follow up on a couple of points. I listened to what you had to say very intently. I think highly of your legal opinions, but I respectfully disagree on several points.

I do want to reiterate that the line of cases represented by the *Piedmont Public Service District v. Cowart* are clearly inapplicable to Joey Preston's situation. As I mentioned earlier and as you mentioned yesterday, there is a specific enabling statute that allows County Council to enter into a contract with a County Administrator for a definite term. There is no question that Joey's contract is 100% legally valid and enforceable as it was entered into pursuant to the enabling statute (the contract even recites the statute).

You had also mentioned that you thought that County Council had a right to suspend Mr. Preston with pay and that such would not constitute a breach of the contract. County Council cannot unilaterally suspend Mr. Preston. At Section 13, page 7, the contract provides that any suspension with pay can only occur if a majority of the Council and Mr. Preston agree or if Mr. Preston is guilty of some serious crime or willful neglect of duty (which has, obviously, not occurred).

Finally, you mentioned your belief that any Council Member who acts upon Mr. Preston's buyout might be held liable under some unspecified theory. If I understood you correctly, you stated that you were not aware of any such theory, but you imagine that there might be one. I cannot conceive of any legally cognizable theory, under South Carolina, by which any Council Member acting in his or her official capacity upon Mr. Preston's buyout could in any way be held liable. While I can conceive of many ways that Mr. Waldrep and Ms. Wilson can be held personally liable to Mr. Preston for their respective actions, there is no way, legally, of which I am aware that a Council Member acting fully within the duties of his or her position in acting upon Mr. Preston's buyout could be held liable. In fact, quite to the contrary, the South Carolina Tort Claims Act specifically protects and isolates those Council Members who would act on Mr. Preston's buyout from any personal liability.

864.242.6200 • FAX 864.233.0290

[www.etriseaexperience.com](http://www.etriseaexperience.com)

601 EAST MABLE AVENUE, SUITE 104, GREENVILLE, SOUTH CAROLINA 29601  
POST OFFICE BOX 2123, GREENVILLE, SOUTH CAROLINA 29602

002443

I would appreciate it if you would share the above information with the relevant Council Members as you discuss our proposal. It is our sincerest hope that we can end this matter now without having to become involved in what you, most accurately, described yesterday as very costly litigation. Please call if you wish to discuss. Otherwise,

With kind regards, I remain,

Sincerely,



Robert E. Hoskins

REH:laf

# Ogletree Deakins

Thomas A. Bright  
(864) 240-8352  
to.n.bright@ogletreedeakins.com

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

*Attorneys at Law*

The Ogletree Building  
300 North Main Street, Suite 500  
Post Office Box 2757  
Greenville, SC 29602  
Telephone: 864.271.1300  
Facsimile: 864.235.4754

November 18, 2008

VIA E-MAIL

Robert E. Hoskins, Esq.  
Foster Law Firm, L.L.P.  
P.O. Box 2123  
Greenville, SC 29602

Re: Joey Preston

Dear Rob:

Please find attached my first run at a Severance Agreement and Release of Claims. There are several things that will need to be modified and/or added to this Agreement. First, I am having our tax people take a look at the issue of withholding on any payments made to the South Carolina Retirement System and the 401(k) Plan. Second, I have not included any language for the automobile. Third, I have not included any language concerning retiree health insurance, but I don't believe that should be a problem, as that would be a function of Joey getting whatever any other retiree is entitled to receive. Finally, I'm not sure I understand the \$24,000 for Social Security. You indicated you did not, either, and you were going to have that checked. Please let me know your reaction to that.

I spoke with Mr. Ron Wilson, who is the Chairman of the Personnel Committee, this morning and he indicated that he wanted me to send this Agreement on to you for consideration. He wants to get some sort of reaction, preferably before noon today. I'm sure that his thoughts are moving ahead towards the County Council meeting this evening. Please give me a call at your convenience and let me know your position on the Agreement itself. Rest assured there may be some other provisions you feel need to be added. We will certainly cooperate and consider any suggestions you may make. I look forward to hearing from you.

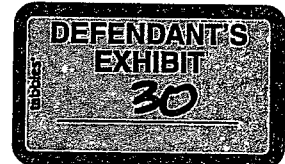
Very truly yours,

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

*Thomas A. Bright*

Thomas A. Bright

TAB/dkr  
Enclosure



Read: Message from Thomas A. Bright re: Joey Preston

Page 1 of 1

**Ryder, Diane K.**

---

**From:** Rob Hoskins [rhoskins@fosterfoster.com]  
**Sent:** Tuesday, November 18, 2008 10:09 AM  
**To:** Ryder, Diane K  
**Subject:** Read: Message from Thomas A. Bright re: Joey Preston  
**Attachments:** ATT238329.txt

Your message

To: rhoskins@fosterfoster.com  
Subject: Message from Thomas A. Bright re: Joey Preston  
Sent: 11/18/2008 10:05 AM

was read on 11/18/2008 10:07 AM.

11/18/2008

002446

Ryder, Diane K.

---

**From:** Ryder, Diane K.  
**Sent:** Tuesday, November 18, 2008 10:05 AM  
**To:** 'rhoskins@fosterfoster.com'  
**Subject:** Message from Thomas A Bright re: Joey Preston

**Attachments:** 2904\_001.pdf  
**File:** 0

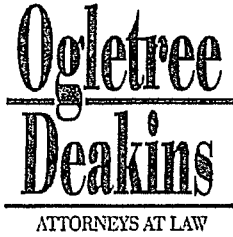


2904\_001.pdf (208 KB)

Sent on behalf of Thomas A. Bright  
By Diane Ryder, Legal Assistant  
Ogletree, Deakins, Nash, Smoak and Stewart, P C  
P O. Box 2757  
Greenville, South Carolina 29602  
(864) 271-1300 - Phone  
(864) 235-4754 - Fax

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| DATE:    | <u>November 18, 2008</u> | TOTAL PAGES:       | <u>6 (includes cover page)</u> |
| TO:      | <u>Ron Wilson</u>        | FROM:              | <u>Thomas A. Bright</u>        |
| COMPANY: | <u></u>                  | PHONE:             | <u>(864) 271-1300</u>          |
| FAX:     | <u>(864) 605-1005</u>    | CLIENT/MATTER NO.: | <u>127200.9</u>                |
| PHONE:   | <u></u>                  | PHONE CODE:        | <u></u>                        |

Original to follow in mail: Yes  No

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NOTES:

NOTE: Latest revisions as of 4:54 p.m. today.



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002448

STATE OF COURT CAROLINA

CONFIDENTIAL DOCUMENT

COUNTY OF ANDERSON

SEVERANCE AGREEMENT AND RELEASE OF CLAIMS

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the County of Anderson, the Anderson County Council (hereinafter referred to collectively as "the County"), and Joey R. Preston (hereafter "Employee"):

WHEREAS, Employee is currently employed by the County in the position of County Administrator;

WHEREAS, Employee and the County have mutually agreed that Employee is to be terminated as set forth herein:

WHEREAS, Employee recognizes and agrees that it shall be in the best interest of Employee and of the County that the terms and conditions of Employee's termination of employment be expressly set forth and that the severance payments and benefits that the County is agreeable to providing Employee from and after his termination be similarly set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made by Employee and the County, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by Employee and the County,

IT IS AGREED THAT:

1. Effective January 1, 2009 (hereafter "the effective date"), the employment relationship between Employee and the County shall be terminated. After the effective date, Employee will not be obligated to perform any further services for the County.

2. Employee is currently employed as Administrator for the County. Employee agrees to relinquish that position at the end of business on November 30, 2008. For the period from December 1, 2008 through December 31, 2008, Employee agrees to continue in the employment of the County on a full-time basis as a consultant to assist the acting/interim Administrator in assuming and performing his/her duties. Employee shall continue his current pay and benefits through December 31, 2008. Employee recognizes that his continued employment for the time period from December 1, 2008 through December 31, 2008, shall be at the direction and control of the acting/interim County Administrator and the County Council, acting through its Chairman. Moreover, Employee shall devote his full attention, energies, and commitment to assisting in the smooth transition of responsibilities from Employee to the acting/interim County Administrator.

3. Employee agrees to devote his full time and attention to his duties through December 31, 2008, and he agrees not to make any negative or derogatory remarks, comments, representations, or observations about the County, County Council, or the governance of the County through December 31, 2008.

4. The County shall pay to Employee, on or before November 30, 2008, the sum of \$1,139,833.00, less appropriate state and federal withholding, to be allocated and paid as follows:

- a. \$359,258.00 to be paid to the South Carolina Retirement System to pay for retirement service credits for Mr. Preston as provided for under state law;
- b. \$780,575.00 to be paid to Mr. Preston on or before November 30, 2008, in the form of a severance benefit.

County shall also tender to Mr. Preston the title to the 2006 GMC Yukon that he is currently driving as a County vehicle.

5. As of the effective date, Employee's participation in any and all employee benefit plans maintained, sponsored, and/or participated in by the County shall cease in accordance with the terms of those plans. Employee shall be entitled to continue and/or convert such plans to individual coverage based on current elections to the extent permitted by law and the respective plan document. In the event that Employee timely elects to continue his group health plan coverage, pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Employee shall be fully responsible for paying the entire share of premiums for such coverage (up to a total of 18 months) if he elects such coverage. This provision is not intended to and does not affect any vested right Employee may have in any State or County benefit plan. Mr. Preston shall be eligible for retiree health benefits to the same extent as any other retired employee of Anderson County.

6. In consideration of the County's agreement to provide Employee with the severance payments described in this Agreement, Employee, for himself, his heirs, his legal representatives, and his assigns, hereby covenants irrevocably never to make any claim or demand, or to commence, cause, or permit to be instituted or prosecuted, any suit, charge, proceeding, or action at law or in equity, against the County or any of its Council members, employees, managers, officers, board members, or any of its affiliated parts, entities, or subsidiaries, as well as the successors and assigns of those entities and persons, by reason of any claim, demand, or cause of action which Employee may now have, or may hereinafter acquire, relating to his employment, and/or the termination of his employment, with the County, expressly including, but not limited to, the termination of and/or the conditions of his employment with the County. The parties expressly covenant for themselves, their legal representatives, their heirs, and assigns, that this Agreement may be treated as a complete defense to any legal, equitable, or administrative action that may be brought, instituted, or taken by Employee against the County, related to Employee's employment, and/or the termination of his employment, or the conditions of his employment, and shall forever be a complete bar to the commencement or prosecution of any action, suit, charge, claim, or legal proceeding relating in any way to Employee's employment or termination of employment.

7. Employee specifically agrees that the waiver in the preceding paragraph includes any and all rights or claims against the County under the Age Discrimination in Employment Act, as amended ("ADEA"), 29 U.S.C. § 621, *et seq.*, that arose on or before the execution of this Agreement. In consideration of this waiver of rights under the ADEA, Employee acknowledges that he has accepted the consideration set forth in the preceding paragraphs of this Agreement. This consideration is over and above those amounts to which Employee is otherwise entitled under the County's policies. Employee further acknowledges that prior to signing this Agreement, he was given a copy of this Agreement as a written directive from the County advising him to consult an attorney before signing, and advising him that he had 21 days in which to consider signing.

8. The County agrees and hereby covenants irrevocably never to make any claim or demand, or to commence, cause or permit to be instituted or prosecuted, any claim, charge, proceeding or action at law or in equity against Mr. Preston, his heirs, legal representatives, or assigns, by reason of any claim, demand or cause of action which the County may now have, or may hereinafter acquire, relating to Mr. Preston's employment with the County or his actions as an employee on behalf of the County, expressly including, but not limited to, all actions taken by Mr. Preston within the scope and course of his employment as County Administrator.

9. Except for the provisions of paragraph 5(A), which provisions are hereby incorporated into this Agreement, the Master Employment Agreement entered into between the County and Employee and dated July 22, 1998 shall, upon payment of the benefits set forth in paragraph 4 above, be deemed to be fully performed and satisfied.

10. Employee acknowledges that, except as set forth herein, the County owes Employee no wages, back pay, retirement, accrued vacation, sick or other leave, profit sharing benefits or benefits under any other benefit plan, or any other amounts for any other reason. This Agreement does not alter any vested right Employee may have under any benefit plan maintained by the County of the State of South Carolina, and Employee's right to any such benefit shall be controlled by the plan document.

11. The parties agree that Employee shall be responsible for his share of any and all federal, state, or local tax liability (including, but not limited to, taxes, fines, penalties, and interest) that could arise as a result of any of the payments set forth in paragraph 4 above.

12. The parties agree that each paragraph of this Agreement and each provision within each paragraph is severable from the remainder of the Agreement, and further agree that if a portion of this Agreement shall be severed, the remainder of this Agreement shall be enforced according to its terms.

13. The parties to this Agreement agree that neither party, without the consent of the other, or except as may be required by law, either directly or indirectly, shall voluntarily disclose any of the terms of the Severance Agreement or the circumstances surrounding the termination of the employment relationship between Employee and the County, except to say that Employee elected to resign his position. This provision shall not prohibit the parties from discussing this matter with their respective attorneys or tax or financial consultants, neither shall it prohibit the County from discussing this matter with County officials on a need-to-know basis. The parties

also understand that the County may be required, by law, to share the Agreement with a requesting third party pursuant to the provisions of the South Carolina Freedom of Information Act. Any such disclosure shall be limited by the request and any limitations under South Carolina law.

14. Both parties understand and agree that their respective obligations to perform under this Agreement are conditioned upon performance of the parties' agreements and covenants as set forth herein.

15. This Agreement shall inure to and be binding upon the parties hereto, their respective heirs, legal representatives, successor, and assigns.

16. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

17. This Agreement constitutes the entire understanding of the parties, and no representation, promise, or inducement not included herein shall be binding upon the parties.

18. This Agreement may be changed orally, but only by an agreement in writing signed by the parties.

19. Employee specifically acknowledges that he has been advised to consult with an attorney regarding this Agreement, that he has been advised that he has 21 days to consider signing this Agreement, and that he has 7 days to revoke this Agreement after it has been signed.

IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2008.

Witnessed by:

As to Anderson County

\_\_\_\_\_

As to Anderson County Council

\_\_\_\_\_

Signed, sealed and delivered:

ANDERSON COUNTY

By: \_\_\_\_\_

ANDERSON COUNTY COUNCIL

By: \_\_\_\_\_

"THE COUNTY"

As to Joey Preston

---

Joey Preston

“EMPLOYEE”

Ryder, Diane K.

---

**From:** Ryder, Diane K.  
**Sent:** Tuesday, November 18, 2008 5:00 PM  
**To:** 'rhoskins@fosterfoster.com'  
**Subject:** Message from Tom Bright re: Joey Preston

**Attachments:** 1660\_001.pdf  
**File:** 0

Latest revisions as of 4:54 p m. today.



1660\_001.pdf (176  
KB)

Sent on behalf of Thomas A. Bright  
By Diane Ryder, Legal Assistant  
Ogletree, Deakins, Nash, Smoak and Stewart, P.C.  
P.O. Box 2757  
Greenville, South Carolina 29602  
(864) 271-1300 - Phone  
(864) 235-4754 - Fax

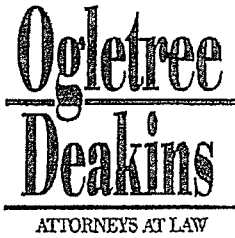
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RECIPIENT ADDRESS 6051005#2731  
DESTINATION ID  
ST. TIME 11/18 16:58  
TIME USE 02'44  
PAGES SENT 6  
RESULT OK



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|----------|--------------------------|--------------------|--------------------------------|
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| COMPANY: | _____                    | PHONE:             | <u>(864) 271-1300</u>          |
| FAX:     | <u>(864) 605-1005</u>    | CLIENT/MATTER NO.: | <u>127200.9</u>                |
| PHONE:   | _____                    | PHONE CODE:        | _____                          |

Original to follow in mail: Yes  No

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NOTES:

NOTE: Latest revisions as of 4:54 p.m. today.

11/18/2008 17:10 FAX

0001

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\*\*\* TX REPORT \*\*\*  
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TX/RX NO 0451  
RECIPIENT ADDRESS 6051005#7084  
DESTINATION ID  
ST. TIME 11/18 17:08  
TIME USE 02'43  
PAGES SENT 6  
RESULT OK

**Ogletree  
Deakins**  
ATTORNEYS AT LAW

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
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300 North Main Street (29601)  
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| PHONE:   | _____                    | PHONE CODE:        | _____                          |

Original to follow in mail: Yes  No

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NOTES:

NOTE: Latest revisions as of 4:54 p.m. today.

002456



CONFIDENTIAL MEMORANDUM

TO: Ted Gentry  
Wyche Firm

FROM: Thomas A. Bright

DATE: September 28, 2009

RE: Anderson County

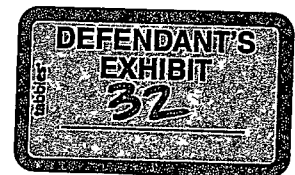
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Attached are two items. The first is the spreadsheet regarding Mr. Joey Preston's demand that was provided to me by Gina Humphreys with the County. The second is a timeline of my meetings with council members to deal with the Joey Preston matter.

Please let me know if you need anything additional.

TAB/mh  
Attachments

7594519.1 (OGLETREE)



002457

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

|                   |              |
|-------------------|--------------|
| TX/RX NO          | 0431         |
| RECIPIENT ADDRESS | 2358900#3016 |
| DESTINATION ID    |              |
| ST. TIME          | 09/28 16:11  |
| TIME USE          | 02'13        |
| PAGES SENT        | 4            |
| RESULT            | OK           |



**CONFIDENTIAL MEMORANDUM**

**TO:** Ted Gentry  
Wyche Firm

**FROM:** Thomas A. Bright

**DATE:** September 28, 2009

**RE:** Anderson County

---

Attached are two items. The first is the spreadsheet regarding Mr. Joey Preston's demand that was provided to me by Gina Humphreys with the County. The second is a timeline of my meetings with council members to deal with the Joey Preston matter.

Please let me know if you need anything additional.

TAB/mh  
Attachments

WITH 1) A TOTAL OF 7 YEARS, 7 MONTHS, AND 23 DAYS OF RETIREMENT PURCHASED BY COUNTY, 2) LEGAL EXPENSES PAID BY COUNTY,  
AND 3) HEALTH REIMBURSEMENT ACCOUNT ESTABLISHED  
SUMMARY OF ALL COMPENSATION AND BENEFITS THAT WOULD BE EXPENDED EITHER TO ADMINISTRATOR OR ON HIS BEHALF

AMOUNT TO BE PAID  
DIRECTLY TO  
MR PRESTON

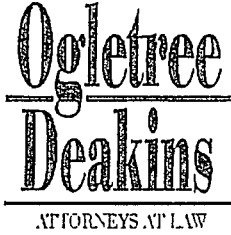
AMOUNT TO BE PAID  
BY COUNTY ON BEHALF  
OF MR PRESTON

| DESCRIPTION   | 2009<br>AMOUNT<br>(12 MONTHS) | 2010<br>AMOUNT<br>(12 MONTHS) | 2011<br>AMOUNT<br>THRU 7/21<br>(6 5 MONTHS) | TOTALS<br>2009 THRU<br>7/21/2011 | AMOUNT TO BE PAID<br>DIRECTLY TO<br>MR PRESTON | AMOUNT TO BE PAID<br>BY COUNTY ON BEHALF<br>OF MR PRESTON |
|---|-------------------------------|-------------------------------|---|----------------------------------|--|---|
| SALARY  | \$167,838                     | \$171,195                     | \$87,309                                    | \$426,342                        | \$426,342                                      |   |
| 2 SOCIAL SECURITY/MEDICARE TAXES - EMPLOYER   | \$8,768                       | \$8,808                       | \$6,679                                     | \$24,243                         | \$24,243                                       |   |
| 1 UNUSED VACATION PAY OUT (AS OF 9/30/08)   | \$40,424                      |                               |   | \$40,424                         | \$40,424                                       |   |
| 3 SICK AND COMP LEAVE (AS OF 9/30/08)   | \$64,415                      |                               |   | \$64,415                         | \$64,415                                       |   |
| 4 401(K) (PER CONTRACT)   | \$5,374                       | \$5,374                       | \$2,911                                     | \$13,659                         | \$13,659                                       |   |
| 4 401(K) COUNTY MATCH   | \$300                         | \$300                         | \$150                                       | \$750                            | \$750  |   |
| 7 LIFE INSURANCE (CURRENT RATES, ASSUME NO INCREASE)  | \$928                         | \$928                         | \$503                                       | \$2,359                          | \$2,359  |   |
| 1 RETIREMENT (9.39% EMPLOYER PORTION ONLY)  | \$15,700                      | \$10,075                      | \$8,198                                     | \$40,033                         | \$40,033                                       |   |
| 1 HEALTH INSURANCE (USED 2008 CURRENT RATES PLUS 5%)  | \$11,342                      | \$11,909                      | \$6,773                                     | \$30,024                         | \$30,024                                       |   |
| 0 DENTAL INSURANCE (USED 2008 CURRENT RATES PLUS 5%)  | \$410                         | \$437                         | \$249                                       | \$1,102                          | \$1,102  |   |
| 1 LONG-TERM DISABILITY (USED 2008 CURRENT RATES PLUS 5%)  | \$45                          | \$47                          | \$27  | \$119                            | \$119  |   |
| 2 OPTIONAL LIFE (USED 2008 CURRENT RATES PLUS 5%)   | \$794                         | \$833                         | \$473                                       | \$2,100                          | \$2,100  |   |
| 3 SUPPLEMENTAL LONG-TERM DISABILITY (CURRENT RATES PLUS 5%)   | \$277                         | \$291                         | \$166                                       | \$734                            | \$734  |   |
| 4 TELEPHONE (FY08 ACTUAL PLUS 5%)   | \$4,309                       | \$4,508                       | \$2,607                                     | \$11,584                         | \$11,584                                       |   |
| 5 FUEL (FY08 ACTUAL PLUS 5%)  | \$7,591                       | \$7,970                       | \$4,521                                     | \$20,092                         | \$20,092                                       |   |
| 5 ESTIMATED LEASE PAYMENTS ON VEHICLE (\$50,000, 4 YEARS, 5%)   | \$8,484                       | \$8,484                       | \$4,596                                     | \$21,564                         | \$21,564                                       |   |
| 7 VEHICLE INSURANCE (FY08 ACTUAL PLUS 5%)   | \$817                         | \$868                         | \$498                                       | \$2,183                          | \$2,183  |   |
| 8 VEHICLE REPAIRS (FY08 ACTUAL PLUS 5%)   | \$2,000                       | \$2,100                       | \$1,194                                     | \$5,294                          | \$5,294  |   |
| 9 DUES AND SUBSCRIPTIONS (FY08 ACTUAL PLUS 5%)  | \$310                         | \$310                         | \$169                                       | \$789                            | \$789  |   |
| 0 ANNUAL PHYSICAL (ESTIMATE ONLY)   | \$500                         | \$500                         | \$500                                       | \$1,500                          | \$1,500  |   |
| <b>SUBTOTAL</b>   | <b>\$340,742</b>              | <b>\$241,005</b>              | <b>\$127,523</b>                            | <b>\$709,270</b>                 | <b>\$709,270</b>                               | <b>\$0</b>  |
| <b>ADDITIONAL ITEMS PER CONTRACT:</b>   |                               |                               |   |                                  |  |   |
| 1 SEVERANCE PAY OF 6 MONTHS   |                               |                               |   | \$83,920                         | \$83,920                                       |   |
| 2 ALL HEALTH, LIFE, DENTAL AND DISABILITY INSURANCE FOR 6 MONTHS<br>This is item #'s 9 through 13, plus #7        |                               |                               |   | \$8,801                          |  | \$6,901   |
| 3 ALL OTHER COUNTY PROVIDED BENEFITS TO BE PAID FOR SIX MONTHS<br>This is item #'s 14 through 20, 2, 5, 6, and #8 |                               |                               |   | \$27,131                         | \$27,131                                       |   |
| <b>ADDITIONAL ITEMS REQUESTED:</b>  |                               |                               |   |                                  |  |   |
| 4 COUNTY TO PURCHASE A TOTAL OF 7 YEARS, 7 MONTHS, AND 23 DAYS OF RETIREMENT SERVICE                              |                               |                               |   | \$356,087                        |  | \$356,087   |
| 5 LEGAL EXPENSES  |                               |                               |   | \$15,000                         | → \$15,000                                     |   |
| 6 COUNTY TO FUND HRA FOR MEDICAL EXPENSES EQUIVALENT TO 20 YEARS AND 4 MONTHS                                     |                               |                               |   | \$92,772                         |  | \$92,772  |
| <b>GRAND TOTAL</b>  |                               |                               |   | <b>\$1,291,081</b>               | <b>\$835,321</b>                               | <b>\$455,760</b>  |

HOSKINS LEFT  
ATTORNEY'S FEES  
OUT OF LETTER

002459

ATTORNEY/CLIENT PRIVILEGED  
COMMUNICATION



OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
The Ogletree Building  
300 North Main Street (29601)  
Post Office Box 2757  
Greenville, South Carolina 29602

Phone: 864-271-1300  
Fax: 864-235-4754  
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| COMPANY: | <u>Anderson County</u>         | PHONE:             | <u>(864) 240-8352</u>          |
| FAX:     | <u>(864) 260-4356</u>          | CLIENT/MATTER NO.: | <u>127200.9</u>                |
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NOTES:

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ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

MEMORANDUM

TO: ALL COUNTY COUNCIL MEMBERS  
ANDERSON COUNTY COUNCIL

FROM: THOMAS A. BRIGHT

DATE: NOVEMBER 26, 2008

RE: JOEY PRESTON, ADMINISTRATOR

---

Council Member Cindy Wilson called me on Wednesday, November 26, 2008, and asked me to prepare a timeline of my meetings with Anderson County officials subsequent to the hiring of our law firm to represent the County in conjunction with the letter the County received from the attorney for Joey Preston. I have attempted to reconstruct that timeline below. I would ask that this memorandum be distributed to all members of County Council.

TIMELINE

1. October 9, 2008 – met with Chairman of County Council, Michael Thompson, to understand the current issues related to Joey Preston, the County Administrator.
2. October 13 and 14, 2008 – made phone calls to all current County Council Members to get their perspective on the issues related to Mr. Preston.
3. October 27, 2008 – met with Personnel Committee of the Anderson County Council. Present were Ron Wilson, Bill McAbee, Larry Greer, Bob Waldrep, and Cindy Wilson.
4. November 4, 2008 – second meeting with Anderson County Personnel Committee. Present were Ron Wilson, Bill McAbee and Larry Greer.
5. November 10, 2008 – met with attorney for Joey Preston, Rob Hoskins, to discuss Mr. Hoskins' letter dated September 28, 2008, addressed to County Council
6. November 13, 2008 – second meeting with Rob Hoskins to discuss Mr. Preston's allegations of anticipatory breach of contract, constructive discharge, and breach of contract. Also discussed framework for resolving any outstanding legal claims
7. November 14-18, 2008 – numerous conversations with Rob Hoskins and Councilman Ron Wilson to put together a proposed Severance Agreement and Release of Claims that included Mr. Preston's resignation, release of claims against the County, and payment of

severance pay. It was my understanding that this proposed Severance Agreement was going to be proposed by Mr. Wilson at the Council meeting on November 18, 2008.

I hope this is helpful in understanding the timeline concerning the actions I took pursuant to our engagement by the Anderson County Council. I would be more than happy to meet with the Council at any time should they wish to ask me any further questions about the actions taken in conjunction with this matter.

6837614.1 (OGLETREE)

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
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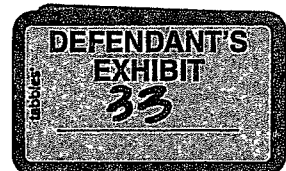
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| DATE:    | <u>November 18, 2008</u> | TOTAL PAGES:       | <u>45 (includes cover page)</u> |
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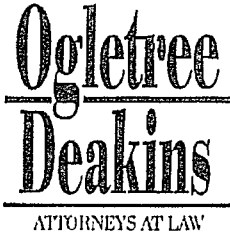
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002465



DRAFT

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

Attorneys at Law

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Thomas A. Bright  
(864) 240-8352  
tom.bright@ogletreedeaikins.com

November 18, 2008

VIA FACSIMILE

Mr. Ron Wilson  
Chairman, Personnel Committee  
Anderson County Council  
101 South Main Street  
Anderson, SC 39622

Re: Joey Preston, Administrator

Dear Mr. Wilson:

I felt it might be best to summarize the background and circumstances that led us to where we are today in conjunction with the current Administrator, Joey Preston. As you will recall, on September 25, 2008, Mr. Preston's attorney, Rob Hoskins, wrote a letter to County Council indicating that Mr. Preston believed that his written three-year employment contract with the County had been "anticipatorily breached" by what he felt were efforts by certain members of Council and their allies to prevent him from performing his duties as County Administrator. Mr. Hoskins, in that letter, stated that these actions made it impossible for Mr. Preston to continue as County Administrator beyond January 1, 2009. Mr. Preston requested that the County's attorney contact Mr. Hoskins.

At the County Council meeting on Tuesday, October 7, 2008, the Council voted to retain our law firm to represent the County with regard to the contractual issues raised in Mr. Hoskins' letter. To that end, I met with the Chairman of County Council, Michael Thompson, on Thursday, October 9, 2008, to get some understanding of the issues. He shared with me Mr. Preston's written contract and the minutes of the August 5, 2008, Council meeting where Council discussed the option of a leave of absence for Mr. Preston while the County conducted an audit. Mr. Thompson recommended that I speak with each member of County Council, which I did by phone on October 13-14, 2008. I also spoke briefly with the County Attorney, Tom Martin.

After conducting legal research on the issues raised by Mr. Hoskins' September 25, 2008 letter, I met with the Personnel Committee of County Council on October 27, 2008, in executive session. I discussed with the Council members present at that meeting the various legal issues

Mr. Ron Wilson  
Page 2  
November 18, 2008

Oglethorpe  
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raised by Mr. Hoskins' September 25, 2008, letter. I met a second time with the Personnel Committee on November 4, 2008, in executive session. At that second meeting, I was instructed to speak with Mr. Hoskins and Mr. Preston to see if there was a way to resolve the issues raised in the September 25, 2008, letter and end Mr. Preston's employment with the County. I was given no authority to make any specific offers. I was merely instructed to "explore possibilities."

As instructed, I met with Mr. Preston and his attorney on Monday, November 10, 2008. Mr. Preston, through his attorney, made it clear prior to the meeting that Mr. Preston believed that his written employment contract was worth approximately \$1.3 million over three years. This demand included contributions to the state retirement system to get Mr. Preston to retirement age. I explored with Mr. Preston and his attorney the legal issues raised by the September 25, 2008 letter. We discussed the fact that any dispute over his continued employment would lead to protracted and expensive litigation and in the end he might receive nothing. Mr. Preston and his attorney indicated that they recognized this risk, but stuck to their demand of \$1.3 million. I then explored some figures substantially less than \$1.3 million, going so far as to suggest a figure of \$600,000, although I made it clear that the figure was not an offer as I had not received authority from the County to make any specific proposals. Mr. Preston and his attorney indicated they were willing to risk everything and challenge the County if his demands were not met.<sup>1</sup> Thus, I left the meeting with the understanding that Mr. Preston would resign and execute a written release only if he received \$1.3 million, and I communicated that to Mr. Wilson, Mr. Greer, and Mr. McAbee, the members of the Personnel Committee.

Mr. Wilson called me on Tuesday, November 11, 2008, and asked me to explore Mr. Preston's willingness to accept \$1.1 million in exchange for his resignation and a full employment-related release. As before, Mr. Wilson made it clear that this was not an offer from the County; it was merely a figure to be used to explore if there was any common ground for resolution. After several conversations, Mr. Hoskins indicated that this client would be willing to resign and execute a full release of the County and all Council members upon payment of approximately \$1.14 million and the execution of a mutual release by the County and the Council members. I indicated to him that I would share that figure with you, and you would share that with the full Council.

Enclosed with this letter are the following:

1. Letter from Mr. Waldrep dated October 17, 2008;
2. Letter from Rob Hoskins dated October 20, 2008;
3. Letter to Chairman Thompson dated October 21, 2008;
4. Letter from Rob Hoskins dated October 23, 2008;

---

<sup>1</sup> I also discussed the option that County Council might just allow Mr. Preston to continue in his job and conduct the audit, place Mr. Preston on leave during the audit, and just move ahead with the County's business. Mr. Hoskins took the position that any such leave would violate Section 13 of Mr. Preston's written contract and would be viewed as a constructive discharge.

Mr. Ron Wilson  
Page 3  
November 18, 2008

Ogletree  
Deakins

5. Letter from Rob Hoskins dated October 27, 2008;
6. Letter from Rob Hoskins dated November 11, 2008;
7. Letter from Rob Hoskins dated November 17, 2008;
8. Memorandum to Ron Wilson dated November 17, 2008  
(with draft Severance Agreement and Release of Claims);
9. Letter to Rob Hoskins dated November 18, 2008;
10. Two letters from Rob Hoskins dated November 18, 2008..

I have attached these letters so you are in a position to share them with other County Council members who may inquire about the facts outlined above.

I have made it clear to Mr. Hoskins, and he and Mr. Preston understand, that the County has made him no offers to date. Mr. Hoskins and his client understand that it is Mr. Preston who is making the offer that must be acted on by the full Council. Obviously, nothing can or will happen unless and until County Council takes some action.

Please call me if you have any questions about this letter or any aspect of our representation of the County in this matter.

With best regards, we are

Yours very truly,

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

Thomas A. Bright

TAB/dkr  
Enclosures

002468

ATTACHMENT #1



ANDERSON COUNTY SOUTH CAROLINA

Making News. Making Progress.

October 17, 2008

Thomas A. Bright, Esquire
Ogletree Deakins Nash Smoak & Stewart, PC
Post Office Box 2757
Greenville, South Carolina 29602

County Administrator

Jocelyn R. Preston

Council Members

Bob Waldrep
Chairman
District 1

Michael G. Thompson
Vice Chairman
District 5

Gracie S. Floyd
District 2

Larry E. Greer
District 3

Bill McAbee
District 4

Ron Wilson
District 6

M. Cindy Wilson
District 7

Clerk to Council

Linda N. Eddleman

Re: Preston vs. Anderson County

Dear Mr. Bright:

I just learned that you have planned to attend the county council meeting next Tuesday evening, October 21st. I was just presented with a copy of the September 25, 2008 letter of Preston's lawyer by WSPATV (I don't know where they got it) but I responded that I did not know what it meant and that I hoped to meet with you as our attorney at the coming council meeting.

Thank you for your willingness to represent Anderson County. I hope the case I sent you was helpful. I will be happy to discuss this pending matter with you prior to Tuesday.

Frankly, I believe this letter from Mr. Hoskins is subject to various interpretations and I don't wish to do or say anything which would prejudice Anderson County.

Yours truly,

[Handwritten signature of Bob Waldrep]

Bob Waldrep

BW/kh



2001, 2002 J. Mitchell Graham Award Winner for Excellence in Governmental Performance
2002 Government Regional Cooperation Award Winner

Post Office Box 8002 - Anderson, S.C. 29622-8002
(864) 260-4062 • (864) 260-4356 fax

www.andersoncountysc.org

ATTACHMENT #2

FOSTER LAW FIRM, L.L.P.  
*Attorneys and Counselors at Law*

ROBERT E. HOSKINS

PAUL I. FOSTER, JR.  
1958-1999

October 20, 2008

via E-mail @ tom.bright@ogletreedeakins.com & HAND DELIVERY

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

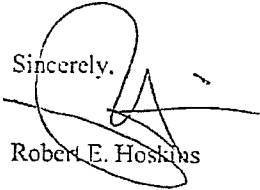
Re: *Joey Preston*

Dear Tom:

Friday afternoon. I read an article in the Anderson Independent-Mail (you will find attached a copy of the article). In the article, Councilman Bob Waldrep states that he is "confused" and that he does not know if my client is "resigning or (if) he has already quit". The purpose of this letter is to make clear that my client has not "resigned" nor has he "quit". As I set forth in my prior letter, my client believes he has been constructively discharged effective January 2009 and that his employment contract has been anticipatorily breached. It goes without saying that when a County Councilman makes a public statement that he will prevent Mr. Preston from doing his job that such is, in effect, a constructive termination. Mr. Preston views the termination as being wholly without cause. It is surprising that Mr. Waldrep would comment that he is "confused" in light of the fact that he is a person who made several of the public comments that constitute Mr. Preston's constructive discharge and the anticipatory breach of the employment contract (other public comments have been made by certain newly elected Councilmen). Perhaps, you can remind Mr. Waldrep of his several comments to the effect that he will prevent Mr. Preston from performing his job duties after January 1, 2009. He will recall those several comments and that should, hopefully, clear up any confusion he might have. Obviously, since you are representing the Council, I cannot write to them directly. Therefore, I am writing to you. Please ensure that this letter is provided to every Council Member before their meeting at 6:00 p.m. on Tuesday, October 21, 2008. If you would like to discuss any matter further, just let me know.

With kind regards, I remain,

Sincerely,

  
Robert E. Hoskins


REH:laf  
Enclosure

864 242 6200 • FAX 864 253 0290  
www.fosterlaw.com

601 EAST MCBEE AVENUE, SUITE 104, GREENVILLE, SOUTH CAROLINA 29601  
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002472

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### Has Joey Preston resigned?

By Liz Carter, (COP 89)  
Originally published: 10/17/08 02:46 PM  
Updated: 10/17/08 02:46 PM

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In a Sept. 25 letter to council obtained by the Independent Mail Friday, Retired Justice, Joey Preston attorney said Preston considers the members of the Anderson County Council as "obstructionists" and "not a true board of trustees."

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Unrated

ANDERSON — Anderson County Council members, whether or not Anderson County Administrator Joey Preston has tendered his resignation at their Tuesday council meeting, Anderson County Councilman Bob Waldrep said. The meeting starts at 5 p.m.

In a Sept. 25 letter to council obtained by the Anderson Independent Mail Friday, Robert Hartman, Preston's attorney, said Preston considers "the number of planned actions of the incoming council" "termination without cause."

"Regrettably, it has come to Mr. Preston's attention that certain existing council members have made statements that they and certain newly elected council members intend, after January 2009, to prevent him from carrying out his duties as County Administrator," the letter said.

According to the letter, Preston and some council members "have hindered (his) ability to do his duty for seven years."

Additionally, the letter said "the expected actions of the incoming council could be considered an arbitrary breach of his employment contract."

The letter said Preston would like to continue to serve the people of Anderson County.

"However, the political and personal agenda of the obstructionists has rendered (his) ability to serve the people of Anderson County beyond January 1, 2009 impossible," the letter said.

When asked to comment, Preston said he would not comment.

"I can't say anything," Preston said in a text message to comment.

Attorneys with Foster Law Firm in Greenville could not be reached for comment.

Anderson County Councilman Bob Waldrep said he was confused about what the letter meant.

"The letter seems to say he's resigning and that he's not going to work," Waldrep said.

Waldrep placed a discussion about the letter on the next meeting's agenda.



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**Ultralight aircraft crashes in Piedmont**  
 Video by Seth H. Pack

Ultralight aircraft crashes in Piedmont  
 Emergency personnel respond to a crash

The flight instructor's plane  
 Perched on a tree with a view of the

The flight instructor's plane  
 The flight instructor's plane

showing 3 of 20 videos



For more information contact  
 The F.W. Coyle Co.  
 1000 E. Highway 101, Anderson, SC 29624

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ATTACHMENT #3



Thomas A. Bright  
(864) 240-8352  
tom.bright@ogletreedeakins.com

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

*Attorneys at Law*

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Greenville, SC 29602  
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Facsimile: 864.235.4754  
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October 21, 2008

VIA E-MAIL

Council Chairman Michael Thompson  
Anderson County  
101 South Main Street  
Anderson, SC 39622

Re: Joey Preston

Dear Mr. Thompson:

I apologize that I was not able to get in touch with you on Monday evening, as I got involved in another meeting that ran quite late. I have reviewed my schedule, and I am available Monday, the 27th, through Wednesday, the 29th, and then again on Friday, the 31st. I would be able to meet with County Council at any time on those four days. The only day that is bad next week is Thursday, the 30th

Attached is a letter I received from Mr. Hoskins, Joey Preston's attorney. You can see at the bottom that he wants the letter shared with all of the Council members before their meeting this evening. He did not send me a demand letter. I will try to see if I can get a copy of the demand letter sometime today. In the meantime, if you have any questions, please do not hesitate to give me a call.

Sincerely,

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

Thomas A. Bright

TAB/dkr  
Attachment

**ATTACHMENT #4**

October 23, 2008

**SETTLEMENT OFFER – CONFIDENTIAL  
(NOT ADMISSIBLE FOR ANY PURPOSE)**

via HAND DELIVERY

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

Re: *Joey Preston*

Dear Tom:

Per your request, I am sending you Mr. Preston's proposal for a complete resolution of all claims against the County and the two individual Council Members we previously mentioned. As you know, the scope of potential claims goes beyond "the four corners" of Mr. Preston's employment contract with the County. In fact, the employment contract claim, itself, is simple and straightforward. I understand the County has previously provided you information pertaining to the amounts due Mr. Preston under the unequivocal terms of his employment contract because of his discharge without cause. The total value of the money and benefits due is outlined in the spreadsheet you were previously provided and that total is \$827,222.00.

Unfortunately, there also exist a number of causes of action which Mr. Preston will assert against two current Council Members as well as maybe one or more incoming Council Members. His additional causes of action will, obviously, include tort claims given the extreme malice in and intentional nature of the actions of the subject Council Members over the past several years.

The proposal that we make herein is a global proposal. If the County is agreeable then Mr. Preston will execute a complete release and will not pursue any additional action(s), in his personal capacity, against the County or the individual Council Members who he will, otherwise, most definitely pursue.

I am confident that the presiding court, after considering relevant evidence, will find in Mr. Preston's favor in any legal action which might be brought (as you know, Mr. Preston has been a party to several suits as a result of the actions of the two Council Members and no court has, thus far, ruled with the Council Members). Most regrettably and much to Mr. Preston's chagrin, Anderson County will legally necessarily be a defendant in any lawsuit he might be forced to bring. I can assure you, on behalf of Mr. Preston, that the legal necessity of having to make the County a defendant in any upcoming lawsuit saddens Mr. Preston. Regrettably, it is unavoidable, as you know, if suit is brought.

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If a verdict is rendered in Mr. Preston's favor then his damages will be significant. The actions of the subject Council Members have forced Mr. Preston, over the years, to have to sue those Council Members (which he did not want to do, but was duty bound to). That history will, unquestionably, preclude him from getting any other job as a County Administrator in the State of South Carolina. Accordingly, Mr. Preston will suffer special damages, under South Carolina law, because of his inability to work in a position where he could procure additional retirement credits. He is, therefore, compelled to seek as special damages the value of the additional years of retirement credit service he will need and which he certainly would have gotten through service to Anderson County, or another County, but for the actions of the subject Council Members. Mr. Preston is going to have to insist on the following which is the only way he can be compensated for harm that has been done to him.

Mr. Preston needs seven years, seven months and twenty-three days of service retirement credits. The exact amount of money necessary to procure the required service credits is \$356,087.00 (to be paid directly to the SC Retirement Systems to purchase the needed credits). But for the actions of the subject Council Members, Mr. Preston would have been able to serve out his career as the County Administrator for Anderson County up to his retirement age. Had he been allowed to serve as County Administrator, as he wished to, he would have also been entitled to health insurance coverage as a retiree. Consequently, Mr. Preston must insist, as a part of any settlement, that he be provided the equivalent of the retiree health benefits he would have received. Mr. Preston has researched the matter and found that the most economical way to procure the equivalent benefits is for the County to fund his HRA for medical expenses for his life expectancy and that will require a funding payment of \$92,772.00 to the account.

Accordingly, in order to settle all claims against the County and the subject Council Members, Mr. Preston requires the payments (and benefits) due under his contract (value - \$827,222.00) and the equivalent of what he has been denied as a result of the actions of the subject Council Members (*i.e.*, seven years, seven months and twenty-three days of retirement service - \$356,087.00 paid to SC Retirement Systems, and the retiree health benefits - \$92,772.00 paid to his HRA account). Mr. Preston asks for no more and is due no less.

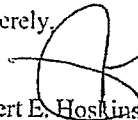
Mr. Preston very much wants to resolve this matter now in a manner that is most economical and in best interest of all involved. Accordingly, I have not put any "fluff" or "padding" in this offer. You will note that there is no request for any sort of "compensatory or punitive damages", although those damages might be recoverable in a tort action against the two Council Members. Likewise, there is no request for attorney's fees, costs or any other money which might be recoverable in a lawsuit. Mr. Preston appreciates the time that he has served the people of Anderson County and he truly wishes to be allowed to continue to do so. However, the subject Council Members have made that impossible with their actions. At this point, Mr. Preston simply wishes to walk away with only that which is due him and which will make him whole due to the damage that has befallen him as a direct result of the actions of the subject two Council Members.

If an agreement can be reached, Mr. Preston is more than willing to work as a consultant to assist the County and its Council with ongoing capital projects (which now total over \$25 Million Dollars), events and other matters as needed.

Please discuss with your client and let me know your response. Also, if your client is agreeable, in principle, then there will be some legal "I's" to dot and "T's" to cross regarding the terms. However, I see no need to address logistics until we have an agreement in principle.

With kind regards, I remain,

Sincerely,

A handwritten signature in black ink, appearing to read "R. Hoskins", written over the printed name.

Robert E. Hoskins

REH:jaf

cc: Joey Preston

**ATTACHMENT #5**

FOSTER LAW FIRM, L.L.P.

*Attorneys and Counselors at Law*

ROBERT E. HOSKINS

PAUL J. FOSTER, JR.  
1926-1999

October 27, 2008

*via E-mail @ tom.bright@ogletreedekins.com*

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

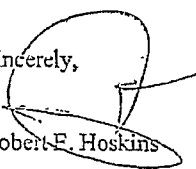
Re: *Joey Preston*

Dear Tom:

I read an article in the Anderson paper Sunday morning where an attorney (who I do not believe is involved with you or our pending issues) speculated that the *Piedmont Public Service* case may be applicable to Joey Preston's situation. Obviously, you did not raise the issue and I have no idea what your opinion is on the matter. However, since you are going to meet with the three Committee Council Members, I would appreciate your advising them that the *Piedmont* case is not at all like Joey's (at least in our view). Joey is a County Administrator and there is a specific enabling statute that allows the Council to contract with Joey for "a definite period". (See South Carolina Code § 4-9-620) Obviously, the plaintiff in *Piedmont Public Service* could not rely upon very specific enabling legislation as Joey can in his case. I share the above with you because I do not want the County Council Members (who I do not believe are lawyers) to think they are prohibited from taking some action simply because some lawyer, who has nothing to do with our case expresses his opinion to a reporter about the applicability of the *Piedmont Public Service* case. In reality, that decision is nothing like Joey's situation. If you wish to discuss, just give me a call. Otherwise, if you could share this with the subject Council Members, I would appreciate it.

With kind regards, I remain,

Sincerely,

  
Robert E. Hoskins

REH:laf

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**ATTACHMENT #6**

November 11, 2008

via HAND DELIVERY

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

Re: *Joey Preston*

Dear Tom:

It was nice to see you yesterday. I wish we could have made more progress, but I am still optimistic that we can resolve our unfortunate issues. I did want to follow up on a couple of points. I listened to what you had to say very intently. I think highly of your legal opinions, but I respectfully disagree on several points.

I do want to reiterate that the line of cases represented by the *Piedmont Public Service District v. Cowart* are clearly inapplicable to Joey Preston's situation. As I mentioned earlier and as you mentioned yesterday, there is a specific enabling statute that allows County Council to enter into a contract with a County Administrator for a definite term. There is no question that Joey's contract is 100% legally valid and enforceable as it was entered into pursuant to the enabling statute (the contract even recites the statute).

You had also mentioned that you thought that County Council had a right to suspend Mr. Preston with pay and that such would not constitute a breach of the contract. County Council cannot unilaterally suspend Mr. Preston. At Section 13, page 7, the contract provides that any suspension with pay can only occur if a majority of the Council and Mr. Preston agree or if Mr. Preston is guilty of some serious crime or willful neglect of duty (which has, obviously, not occurred).

Finally, you mentioned your belief that any Council Member who acts upon Mr. Preston's buyout might be held liable under some unspecified theory. If I understood you correctly, you stated that you were not aware of any such theory, but you imagine that there might be one. I cannot conceive of any legally cognizable theory, under South Carolina, by which any Council Member acting in his or her official capacity upon Mr. Preston's buyout could in any way be held liable. While I can conceive of many ways that Mr. Waldrep and Ms. Wilson can be held personally liable to Mr. Preston for their respective actions, there is no way, legally, of which I am aware that a Council Member acting fully within the duties of his or her position in acting upon Mr. Preston's buyout could be held liable. In fact, quite to the contrary, the South Carolina Tort Claims Act specifically protects and isolates those Council Members who would act on Mr. Preston's buyout from any personal liability.

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I would appreciate it if you would share the above information with the relevant Council Members as you discuss our proposal. It is our sincerest hope that we can end this matter now without having to become involved in what you, most accurately, described yesterday as very costly litigation. Please call if you wish to discuss. Otherwise,

With kind regards, I remain,

Sincerely,



Robert E. Hoskins

REH:laf

ATTACHMENT #7

FOSTER LAW FIRM, L.L.P.  
*Attorneys and Counselors at Law*

ROBERT E. HOSKINS

PAUL J. FOSTER, JR.  
1928-1999

November 17, 2008

via E-mail @ tom.bright@ogletreedeakins.com & HAND DELIVERY

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

Re: *Joey Preston*

Dear Tom:

I have been meeting with Joey for the last two hours. You will find attached two unrelated spreadsheets which specify how payment should be made and the intangible terms of which we are currently aware. If you would please put this in the context of your "draft" agreement you are going to send to me later today, I would appreciate it. Although I know that the agreement needs to be voted on tomorrow night and that the substantive figures are what is being considered, there are a few legal issues with regard to the final settlement agreement that I need to obtain consultation on. Accordingly, although I want to finalize the terms of the deal, I do not want to finalize the settlement agreement until I have time to obtain the consultation I need. I hope this will not be a problem. We have worked hard this morning to get the final substantive terms together. Please forward me your draft agreement when you are ready.

With kind regards, I remain,

Sincerely,

Robert E. Hoskins

REH:laf  
Enclosure

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002487

SUMMARY OF CONTRACT BUY-OUT

|  | AMOUNT           |
|--|------------------|
| AMOUNT TO BE PAID DIRECTLY TO MR. PRESTON            | \$ 741,973       |
| AMOUNT TO BE PAID TO OTHERS ON MR. PRESTON'S BEHALF: |                  |
| SOCIAL SECURITY                                      | \$ 24,243        |
| S.C. 401k PLAN PLAN                                  | \$ 14,409        |
| S..C. RETIREMENT SYSTEM                              | \$ 359,258       |
| <br>TOTAL OF BUY-OUT COST                            | <br>\$ 1,139,883 |

NOTES:

1. COUNTY TO TRANSFER TITLE OF 2006 GMC YUKON TO MR. PRESTON.
2. MR. PRESTON WILL BE ELIGIBLE FOR COUNTY FUNDED RETIREE HEALTH INSURANCE THE SAME AS ALL OTHER COUNTY EMPLOYEES AS PER ORDINANCE NO. 2008-053 AND CODE SECTION 55-38 (RETIREE INSURANCE)

EMPLOYEE TERMINATION COSTS  
 WITH 1) A TOTAL OF 6 YEARS 3 MONTHS OF RETIREMENT PURCHASED BY COUNTY, and 2) LEGAL EXPENSES PAID BY COUNTY  
 SUMMARY OF ALL COMPENSATION AND BENEFITS THAT WOULD BE EXPENDED EITHER TO ADMINISTRATOR OR ON HIS BEHALF

| DESCRIPTION  | 2009<br>AMOUNT<br>(12 MONTHS) | 2010<br>AMOUNT<br>(12 MONTHS) | 2011<br>AMOUNT<br>THRU 7/21<br>(6.5 MONTHS) | TOTALS<br>2009 THRU<br>7/21/2011 |
|--|-------------------------------|-------------------------------|---|----------------------------------|
| 1 SALARY   | \$167,838                     | \$171,195                     | \$87,309                                    | \$120,342                        |
| 2 SOCIAL SECURITY/MEDICARE TAXES - EMPLOYER  | \$8,758                       | \$8,805                       | \$5,679                                     | \$24,243                         |
| 3 UNUSED VACATION PAY OUI (AS OF 9/30/09)  | \$40,424                      |                               |   | \$40,424                         |
| 4 SICK AND COMP LEAVE (AS OF 9/30/09)  | \$64,415                      |                               |   | \$64,415                         |
| 5 401(K) (PER CONTRACT)  | \$5,374                       | \$5,374                       | \$2,911                                     | \$13,659                         |
| 6 401(K) COUNTY MATCH  | \$300                         | \$300                         | \$150                                       | \$750                            |
| 7 LIFE INSURANCE (CURRENT RATES, ASSUME NO INCREASE)   | \$928                         | \$928                         | \$503                                       | \$2,359                          |
| 8 RETIREMENT (9.39% EMPLOYER PORTION ONLY)   | \$19,760                      | \$16,075                      | \$8,198                                     | \$40,033                         |
| 9 HEALTH INSURANCE (USED 2008 CURRENT RATES PLUS 5%)   | \$11,342                      | \$11,909                      | \$6,773                                     | \$30,024                         |
| 10 DENTAL INSURANCE (USED 2008 CURRENT RATES PLUS 5%)  | \$410                         | \$437                         | \$249                                       | \$1,102                          |
| 11 LONG-TERM DISABILITY (USED 2008 CURRENT RATES PLUS 5%)  | \$45                          | \$47                          | \$27  | \$119                            |
| 12 OPTIONAL LIFE (USED 2008 CURRENT RATES PLUS 5%)   | \$791                         | \$833                         | \$473                                       | \$2,100                          |
| 13 SUPPLEMENTAL LONG-TERM DISABILITY (CURRENT RATES PLUS 5%)   | \$277                         | \$291                         | \$165                                       | \$734                            |
| 14 TELEPHONE (FY08 ACTUAL PLUS 5%)   | \$4,599                       | \$4,588                       | \$2,607                                     | \$11,551                         |
| 15 FUEL (FY08 ACTUAL PLUS 5%)  | \$7,991                       | \$7,970                       | \$4,531                                     | \$20,092                         |
| 16 COUNTY TO TRANSFER OWNERSHIP OF VEHICLE TO MR. PRESTON  | \$0                           | \$0                           | \$0   | \$0                              |
| 17 VEHICLE INSURANCE (FY08 ACTUAL PLUS 5%)   | \$117                         | \$959                         | \$488                                       | \$2,163                          |
| 18 VEHICLE REPAIRS (FY08 ACTUAL PLUS 5%)   | \$2,030                       | \$2,100                       | \$1,194                                     | \$5,394                          |
| 19 DUES AND SUBSCRIPTIONS (FY08 ACTUAL PLUS 5%)  | \$310                         | \$310                         | \$169                                       | \$789                            |
| 20 ANNUAL PHYSICAL (ESTIMATE ONLY)   | \$400                         | \$500                         | \$500                                       | \$1,500                          |
| <b>SUBTOTAL</b>  | <b>\$332,258</b>              | <b>\$232,521</b>              | <b>\$122,927</b>                            | <b>\$687,708</b>                 |
| <b>ADDITIONAL ITEMS PER CONTRACT:</b>  |                               |                               |   |                                  |
| 21 SEVERANCE PAY OF 6 MONTHS   |                               |                               |   | \$83,920                         |
| 22 ALL HEALTH, LIFE, DENTAL AND DISABILITY INSURANCE FOR 6 MONTHS<br>This is item #'s 9 through 13, plus #7                                      |                               |                               |   | \$6,901                          |
| 23 ALL OTHER COUNTY PROVIDED BENEFITS TO BE PAID FOR SIX MONTHS<br>This is item #'s 14 through 20, 25, 6, and #8.                                |                               |                               |   | \$27,131                         |
| <b>ADDITIONAL ITEMS REQUESTED</b>  |                               |                               |   |                                  |
| 24 COUNTY TO PURCHASE A TOTAL OF 6 YEARS AND 3MONTHS OF RETIREMENT SERVICE CREDIT  |                               |                               |   | \$319,225                        |
| 25 LEGAL EXPENSES  |                               |                               |   | \$15,000                         |
| 26 COUNTY TO PAY 100% OF COST OF HEALTH HEALTH INSURANCE THIS WOULD BEGIN AFTER ACTIVE INSURANCE ENDS, IE JULY 2011 AND WOULD CONTINUE TO AGE 65 |                               |                               |   | \$0                              |
| <b>GRAND TOTAL</b>   |                               |                               |   | <b>\$1,139,883</b>               |

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C

**ATTACHMENT #8**

MEMORANDUM

TO: RON WILSON  
FROM: THOMAS A. BRIGHT  
DATE: NOVEMBER 17, 2008  
RE: SEVERANCE AGREEMENT - JOEY PRESTON

---

Attached are two things. The first is a proposed Severance Agreement and Release of Claims that takes into consideration the primary legal issues in this case. This is a rough draft and will need to be evaluated by opposing counsel, and we may need to add some additional provisions. However, I did want you to see the initial version of the agreement. Please note, I have not sent this on to opposing counsel for him to consider yet, as I wanted you to see it first. If you want me to send it on to opposing counsel, please let me know and I will do so.

The second attached item is a letter I received this afternoon from opposing counsel. You will note that they want to have the title of Mr. Preston's car turned over to him. They also want an acknowledgement that he would be entitled to health insurance the same as all other County retirees. Apparently, they also want us to make the payment to the South Carolina Retirement System, a contribution to his 401(k) plan, and a payment to Social Security. I'm not sure exactly what they mean to some of those, and I will need to get clarification from Rob Hoskins. However, I wanted this to be in your hands as quickly as possible as the dollar amount is now \$1.139 million.

I will be in a meeting, but please give me a call at your convenience so that we can discuss this in greater detail. I will attempt to clarify some of these things with Rob Hoskins as soon as I get a chance.

STATE OF COURT CAROLINA

CONFIDENTIAL DOCUMENT

COUNTY OF ANDERSON

SEVERANCE AGREEMENT AND RELEASE OF CLAIMS

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the County of Anderson, the Anderson County Council and Council Members Michael Thompson, Robert Waldrep, Larry Greer, Cindy Wilson, William McAbee, Gracie Floyd, and Ron Wilson (hereinafter referred to collectively as "the County"), and Joey R. Preston (hereafter "Employee");

WHEREAS, Employee is currently employed by the County in the position of County Administrator;

WHEREAS, Employee and the County have mutually agreed to end the employment relationship as of December 31, 2008;

WHEREAS, Employee recognizes and agrees that it shall be in the best interest of Employee and of the County that the terms and conditions of Employee's termination of employment be expressly set forth and that the severance payments and benefits that the County is agreeable to providing Employee from and after his termination be similarly set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made by Employee and the County, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by Employee and the County.

IT IS AGREED THAT:

1. Effective December 31, 2008 (hereafter "the effective date"), the employment relationship between Employee and the County shall be terminated. After the effective date, Employee will not be obligated to perform any further services for the County. Employee and the County further agree that the relationship created by this Agreement for the period of time after December 31, 2008, is purely contractual and that no employer/employee relationship is intended, nor shall such be inferred, from the performance of the County's obligations under this Agreement.

2. Employee is currently employed as Administrator for the County. Employee agrees to relinquish that position on \_\_\_\_\_. For the period from \_\_\_\_\_ to December 31, 2008, Employee agrees to continue in the employment of the County on a full-time basis as a consultant to assist the acting/interim Administrator in assuming and performing his/her duties. Employee shall continue his current pay and benefits through December 31, 2008. Employee recognizes that his continued employment for the time period from \_\_\_\_\_ to December 31, 2008, shall be at the direction and control of the acting/interim County Administrator and the County Council, acting through its Chairman.

Moreover, Employee shall devote his full attention, energies, and commitment to assisting in the smooth transition of responsibilities from Employee to the acting/ interim County Administrator.

3. Employee agrees to devote his full time and attention to his duties through December 31, 2008, and he agrees not to make any negative or derogatory remarks, comments, representations, or observations about the County, County Council, or the governance of the County through December 31, 2008.

4. The County shall pay Employee a one-time lump-sum severance payment of \$ \_\_\_\_\_, made payable on or before December 31, 2008. Employee agrees that the County shall make appropriate state and federal withholding from any payment made to Employee.

5. As of the effective date, Employee's participation in any and all employee benefit plans maintained, sponsored, and/or participated in by the County shall cease in accordance with the terms of those plans. Employee shall be entitled to continue and/or convert such plans to individual coverage based on current elections to the extent permitted by law and the respective plan document. In the event that Employee timely elects to continue his group health plan coverage, pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Employee shall be fully responsible for paying the entire share of premiums for such coverage (up to a total of 18 months) if he elects such coverage. This provision is not intended to and does not affect any vested right Employee may have in any State or County benefit plan.

6. In consideration of the County's agreement to provide Employee with the severance payments described in this Agreement, Employee, for himself, his heirs, his legal representatives, and his assigns, hereby covenants irrevocably never to make any claim or demand, or to commence, cause, or permit to be instituted or prosecuted, any suit, charge, proceeding, or action at law or in equity, against the County or any of its Council members, employees, managers, officers, board members, or any of its affiliated parts, entities, or subsidiaries, as well as the successors and assigns of those entities and persons, by reason of any claim, demand, or cause of action which Employee may now have, or may hereinafter acquire, relating to his employment, and/or the termination of his employment, with the County, expressly including, but not limited to, the termination of and/or the conditions of his employment with the County. The parties expressly covenant for themselves, their legal representatives, their heirs, and assigns, that this Agreement may be treated as a complete defense to any legal, equitable, or administrative action that may be brought, instituted, or taken by Employee against the County, related to Employee's employment, and/or the termination of his employment, or the conditions of his employment, and shall forever be a complete bar to the commencement or prosecution of any action, suit, charge, claim, or legal proceeding relating in any way to Employee's employment or termination of employment.

7. Employee specifically agrees that the waiver in the preceding paragraph includes any and all rights or claims against the County under the Age Discrimination in Employment Act, as amended ("ADEA"), 29 U.S.C. § 621, *et seq.* that arose on or before the execution of this Agreement. In consideration of this waiver of rights under the ADEA, Employee acknowledges that he has accepted the consideration set forth in the preceding paragraphs of this

Agreement. This consideration is over and above those amounts to which Employee is otherwise entitled under the County's policies. Employee further acknowledges that prior to signing this Agreement, he was given a copy of this Agreement as a written directive from the County advising him to consult an attorney before signing, and advising him that he had 21 days in which to consider signing.

8. Except for the provisions of paragraph 5(A), which provisions are hereby incorporated into this Agreement, the Master Employment Agreement entered into between the County and Employee and dated July 22, 1998, is hereby declared null and void and superseded by this Agreement.

9. Employee acknowledges that, except as set forth herein, the County owes Employee no wages, back pay, retirement, accrued vacation, sick or other leave, profit sharing benefits or benefits under any other benefit plan, or any other amounts for any other reason. This Agreement does not alter any vested right Employee may have under any benefit plan maintained by the County of the State of South Carolina, and Employee's right to any such benefit shall be controlled by the plan document.

10. The parties agree that Employee shall be responsible for his share of any and all federal, state, or local tax liability (including, but not limited to, taxes, fines, penalties, and interest) that could arise as a result of any of the payments set forth in paragraph 4 above.

11. The parties agree that each paragraph of this Agreement and each provision within each paragraph is severable from the remainder of the Agreement, and further agree that if a portion of this Agreement shall be severed, the remainder of this Agreement shall be enforced according to its terms.

12. The parties to this Agreement agree that neither party, without the consent of the other, or except as may be required by law, either directly or indirectly, shall voluntarily disclose any of the terms of the Severance Agreement or the circumstances surrounding the termination of the employment relationship between Employee and the County, except to say that Employee elected to resign his position. This provision shall not prohibit the parties from discussing this matter with their respective attorneys or tax or financial consultants, neither shall it prohibit the County from discussing this matter with County officials on a need-to-know basis. The parties also understand that the County may be required, by law, to share the Agreement with a requesting third party pursuant to the provisions of the Freedom of Information Act, S.C. Code Ann. § \_\_\_\_\_. Any such disclosure shall be limited by the request and any limitations under South Carolina law.

13. Both parties understand and agree that their respective obligations to perform under this Agreement are conditioned upon performance of the parties' agreements and covenants as set forth herein.

14. This Agreement shall inure to and be binding upon the parties hereto, their respective heirs, legal representatives, successor, and assigns.

15. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

16. This Agreement constitutes the entire understanding of the parties, and no representation, promise, or inducement not included herein shall be binding upon the parties.

17. This Agreement may be changed orally, but only by an agreement in writing signed by the parties.

18. Employee specifically acknowledges that he has been advised to consult with an attorney regarding this Agreement, that he has been advised that he has 21 days to consider signing this Agreement, and that he has 7 days to revoke this Agreement after it has been signed.

IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2008.

Witnessed by:

As to Anderson County

\_\_\_\_\_

Signed, sealed and delivered:

ANDERSON COUNTY

By: \_\_\_\_\_

As to Anderson County Council

\_\_\_\_\_

ANDERSON COUNTY COUNCIL

By: \_\_\_\_\_

ANDERSON COUNTY COUNCIL  
MEMBERS:

As to Michael Thompson

\_\_\_\_\_

Michael Thompson

As to Robert Waldrep

\_\_\_\_\_

Robert Waldrep

As to Larry Greer

\_\_\_\_\_

Larry Greer

As to Cindy Wilson

\_\_\_\_\_

Cindy Wilson

As to William McAbee

Witnessed by:

Signed, sealed and delivered:

\_\_\_\_\_

\_\_\_\_\_  
William McAbee

As to Ron Wilson

\_\_\_\_\_

\_\_\_\_\_  
Ron Wilson

As to Joey Preston

\_\_\_\_\_

“THE COUNTY”  
\_\_\_\_\_  
Joey Preston

“EMPLOYEE”

ATTACHMENT #9



Thomas A. Bright  
(864) 240-8352  
tom.bright@ogletreedeaikins.com

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

*Attorneys at Law*

The Ogletree Building  
300 North Main Street, Suite 500  
Post Office Box 2757  
Greenville, SC 29602  
Telephone: 864.271.1500  
Facsimile: 864.255.4754

November 18, 2008

VIA E-MAIL

Robert E. Hoskins, Esq.  
Foster Law Firm, L.L.P.  
P.O. Box 2123  
Greenville, SC 29602

Re: Joey Preston

Dear Rob:

Please find attached my first run at a Severance Agreement and Release of Claims. There are several things that will need to be modified and/or added to this Agreement. First, I am having our tax people take a look at the issue of withholding on any payments made to the South Carolina Retirement System and the 401(k) Plan. Second, I have not included any language for the automobile. Third, I have not included any language concerning retiree health insurance, but I don't believe that should be a problem, as that would be a function of Joey getting whatever any other retiree is entitled to receive. Finally, I'm not sure I understand the \$24,000 for Social Security. You indicated you did not, either, and you were going to have that checked. Please let me know your reaction to that.

I spoke with Mr. Ron Wilson, who is the Chairman of the Personnel Committee, this morning and he indicated that he wanted me to send this Agreement on to you for consideration. He wants to get some sort of reaction, preferably before noon today. I'm sure that his thoughts are moving ahead towards the County Council meeting this evening. Please give me a call at your convenience and let me know your position on the Agreement itself. Rest assured there may be some other provisions you feel need to be added. We will certainly cooperate and consider any suggestions you may make. I look forward to hearing from you.

Very truly yours,

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

Thomas A. Bright

TAB/dkr  
Enclosure

Atlanta • Austin • Birmingham • Bloomfield Hills • Charleston • Charlotte • Chicago • Cleveland • Columbia • Dallas • Greensboro • Greenville • Houston • Indianapolis • Jackson • Kansas City  
Los Angeles • Memphis • Miami • Morristown • Nashville • Philadelphia • Phoenix • Pittsburgh • Raleigh • St. Louis • St. Thomas • San Antonio • San Francisco • Tampa • Tallahassee • Tucson • Washington

002498

STATE OF COURT CAROLINA

CONFIDENTIAL DOCUMENT

COUNTY OF ANDERSON

SEVERANCE AGREEMENT AND RELEASE OF CLAIMS

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the County of Anderson, the Anderson County Council and Council Members Michael Thompson, Robert Waldrep, Larry Greer, Cindy Wilson, William McAbee, Glacie Floyd, and Ron Wilson (hereinafter referred to collectively as "the County"), and Joey R. Preston (hereafter "Employee");

WHEREAS, Employee is currently employed by the County in the position of County Administrator;

WHEREAS, Employee and the County have mutually agreed to end the employment relationship as of December 31, 2008;

WHEREAS, Employee recognizes and agrees that it shall be in the best interest of Employee and of the County that the terms and conditions of Employee's termination of employment be expressly set forth and that the severance payments and benefits that the County is agreeable to providing Employee from and after his termination be similarly set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made by Employee and the County, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by Employee and the County,

IT IS AGREED THAT:

1. Effective December 31, 2008 (hereafter "the effective date"), the employment relationship between Employee and the County shall be terminated. After the effective date, Employee will not be obligated to perform any further services for the County. Employee and the County further agree that the relationship created by this Agreement for the period of time after December 31, 2008, is purely contractual and that no employer/employee relationship is intended, nor shall such be inferred, from the performance of the County's obligations under this Agreement.

2. Employee is currently employed as Administrator for the County. Employee agrees to relinquish that position on \_\_\_\_\_. For the period from \_\_\_\_\_ to December 31, 2008, Employee agrees to continue in the employment of the County on a full-time basis as a consultant to assist the acting/interim Administrator in assuming and performing his/her duties. Employee shall continue his current pay and benefits through December 31, 2008. Employee recognizes that his continued employment for the time period from \_\_\_\_\_ to December 31, 2008, shall be at the direction and control of the acting/interim County Administrator and the County Council, acting through its Chairman.

Moreover, Employee shall devote his full attention, energies, and commitment to assisting in the smooth transition of responsibilities from Employee to the acting/ interim County Administrator.

3. Employee agrees to devote his full time and attention to his duties through December 31, 2008, and he agrees not to make any negative or derogatory remarks, comments, representations, or observations about the County, County Council, or the governance of the County through December 31, 2008.

4. The County shall pay Employee a one-time lump-sum severance payment of \$ \_\_\_\_\_, made payable on or before December 31, 2008. Employee agrees that the County shall make appropriate state and federal withholding from any payment made to Employee.

5. As of the effective date, Employee's participation in any and all employee benefit plans maintained, sponsored, and/or participated in by the County shall cease in accordance with the terms of those plans. Employee shall be entitled to continue and/or convert such plans to individual coverage based on current elections to the extent permitted by law and the respective plan document. In the event that Employee timely elects to continue his group health plan coverage, pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Employee shall be fully responsible for paying the entire share of premiums for such coverage (up to a total of 18 months) if he elects such coverage. This provision is not intended to and does not affect any vested right Employee may have in any State or County benefit plan.

6. In consideration of the County's agreement to provide Employee with the severance payments described in this Agreement, Employee, for himself, his heirs, his legal representatives, and his assigns, hereby covenants irrevocably never to make any claim or demand, or to commence, cause, or permit to be instituted or prosecuted, any suit, charge, proceeding, or action at law or in equity, against the County of any of its Council members, employees, managers, officers, board members, or any of its affiliated parts, entities, or subsidiaries, as well as the successors and assigns of those entities and persons, by reason of any claim, demand, or cause of action which Employee may now have, or may hereinafter acquire, relating to his employment, and/or the termination of his employment, with the County, expressly including, but not limited to, the termination of and/or the conditions of his employment with the County. The parties expressly covenant for themselves, their legal representatives, their heirs, and assigns, that this Agreement may be treated as a complete defense to any legal, equitable, or administrative action that may be brought, instituted, or taken by Employee against the County, related to Employee's employment, and/or the termination of his employment, or the conditions of his employment, and shall forever be a complete bar to the commencement or prosecution of any action, suit, charge, claim, or legal proceeding relating in any way to Employee's employment or termination of employment.

7. Employee specifically agrees that the waiver in the preceding paragraph includes any and all rights or claims against the County under the Age Discrimination in Employment Act, as amended ("ADEA"), 29 U.S.C. § 621, *et seq.*, that arose on or before the execution of this Agreement. In consideration of this waiver of rights under the ADEA, Employee acknowledges that he has accepted the consideration set forth in the preceding paragraphs of this

Agreement. This consideration is over and above those amounts to which Employee is otherwise entitled under the County's policies. Employee further acknowledges that prior to signing this Agreement, he was given a copy of this Agreement as a written directive from the County advising him to consult an attorney before signing, and advising him that he had 21 days in which to consider signing.

8. Except for the provisions of paragraph 5(A), which provisions are hereby incorporated into this Agreement, the Master Employment Agreement entered into between the County and Employee and dated July 22, 1998, is hereby declared null and void and superseded by this Agreement.

9. Employee acknowledges that, except as set forth herein, the County owes Employee no wages, back pay, retirement, accrued vacation, sick or other leave, profit sharing benefits or benefits under any other benefit plan, or any other amounts for any other reason. This Agreement does not alter any vested right Employee may have under any benefit plan maintained by the County of the State of South Carolina, and Employee's right to any such benefit shall be controlled by the plan document.

10. The parties agree that Employee shall be responsible for his share of any and all federal, state, or local tax liability (including, but not limited to, taxes, fines, penalties, and interest) that could arise as a result of any of the payments set forth in paragraph 4 above.

11. The parties agree that each paragraph of this Agreement and each provision within each paragraph is severable from the remainder of the Agreement, and further agree that if a portion of this Agreement shall be severed, the remainder of this Agreement shall be enforced according to its terms.

12. The parties to this Agreement agree that neither party, without the consent of the other, or except as may be required by law, either directly or indirectly, shall voluntarily disclose any of the terms of the Severance Agreement or the circumstances surrounding the termination of the employment relationship between Employee and the County, except to say that Employee elected to resign his position. This provision shall not prohibit the parties from discussing this matter with their respective attorneys or tax or financial consultants, neither shall it prohibit the County from discussing this matter with County officials on a need-to-know basis. The parties also understand that the County may be required, by law, to share the Agreement with a requesting third party pursuant to the provisions of the Freedom of Information Act, S.C. Code Ann. § \_\_\_\_\_. Any such disclosure shall be limited by the request and any limitations under South Carolina law.

13. Both parties understand and agree that their respective obligations to perform under this Agreement are conditioned upon performance of the parties' agreements and covenants as set forth herein.

14. This Agreement shall inure to and be binding upon the parties hereto, their respective heirs, legal representatives, successor, and assigns.

15. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

16. This Agreement constitutes the entire understanding of the parties, and no representation, promise, or inducement not included herein shall be binding upon the parties.

17. This Agreement may be changed orally, but only by an agreement in writing signed by the parties.

18. Employee specifically acknowledges that he has been advised to consult with an attorney regarding this Agreement, that he has been advised that he has 21 days to consider signing this Agreement, and that he has 7 days to revoke this Agreement after it has been signed.

IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2008.

Witnessed by:

As to Anderson County

\_\_\_\_\_

As to Anderson County Council

\_\_\_\_\_

As to Michael Thompson

\_\_\_\_\_

As to Robert Waldrep

\_\_\_\_\_

As to Larry Greer

\_\_\_\_\_

As to Cindy Wilson

\_\_\_\_\_

As to William McAbee

Signed, sealed and delivered:

ANDERSON COUNTY

By: \_\_\_\_\_

ANDERSON COUNTY COUNCIL

By: \_\_\_\_\_

ANDERSON COUNTY COUNCIL  
MEMBERS:

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
Robert Waldrep

\_\_\_\_\_  
Larry Greer

\_\_\_\_\_  
Cindy Wilson

Witnessed by:

\_\_\_\_\_

As to Ron Wilson

\_\_\_\_\_

As to Joey Preston

\_\_\_\_\_

Signed, sealed and delivered:

\_\_\_\_\_  
William McAbee

\_\_\_\_\_  
Ron Wilson

“THE COUNTY”

\_\_\_\_\_  
Joey Preston

“EMPLOYEE”

ATTACHMENT #10

November 18, 2008

CONFIDENTIAL SETTLEMENT OFFER

via E-mail @ tom.bright@ogletreedeakins.com

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

Re: *Joey Preston*

Dear Tom:

I have reviewed the "rough draft" agreement that you sent over mid-morning today. There is no way that we will be able to finalize the actual settlement agreement and release document today. However, there is no reason why Council cannot vote on the substance of the deal between the parties this evening. Yesterday, I provided you two spreadsheets outlining the substance of the agreement in very specific terms. For your ease of reference, another copy of those two pages is attached hereto as exhibit 1-A and 1-B. Exhibit 1-A outlines the payments which will be made, when, and to whom as well as other peripheral terms. Exhibit 1-B provides a more detailed explanation of the basis for the payments. In exchange for the County agreeing to the terms as specified in 1-A and making the referenced payments, Mr. Preston will sign a full general release of the County of Anderson, Anderson County Council, and each respective Council Member. However, the release must be mutual and reciprocal. Given the past actions of certain Council Members, we have reason to believe that they will selfishly wish to cause Mr. Preston, and the people of Anderson County, further grief and expense by unnecessarily continuing issues existing between those Council Members and Mr. Preston into perpetuity if allowed. Therefore, for the good of everyone all issues must be settled now.

There is work that both of us need to do on the actual "severance agreement and release of claims" document, but it is pointless for us to work back and forth to come to agreed upon language until such time as the Council formerly approves the specific agreement terms in exhibit 1-A and B hereto. Therefore, I suggest that we wait until tomorrow to begin working on the final language of the release document with a goal of finalizing the document for execution by Friday. If the actual substantive terms are not agreed upon tonight, any work we would do today to come to final agreement on the actual legal language of the release document would have been for naught. We do not wish to incur expense for any party until necessary. I hope that our very specific substantive proposal will be voted upon and approved tonight. If it is, you and I can get to work on finalizing the actual release language tomorrow.

864.242.6200 • FAX 864.233 0290

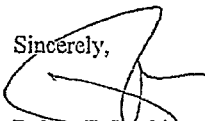
[www.erisaexperience.com](http://www.erisaexperience.com)

601 EAST McBEE AVENUE, SUITE 104, GREENVILLE, SOUTH CAROLINA 29601  
POST OFFICE BOX 2125, GREENVILLE, SOUTH CAROLINA 29602

002505

Please call if you wish to discuss. I will be out of the office for a short time at lunch. but I will be around the rest of the day. If you need to reach me at lunchtime, you can get me on my cell phone which my assistant will give you if need be.

With kind regards, I remain,

Sincerely,  
  
Robert E. Hoskins

REH:laf

1-A

SUMMARY OF CONTRACT BUY-OUT

|   | AMOUNT           |
|---|------------------|
| AMOUNT TO BE PAID DIRECTLY TO MR. PRESTON BY NOVEMBER 30, 2008<br>BY ANDERSON COUNTY TO SETTLE ALL ISSUES | \$ 741,973       |
| AMOUNT TO BE PAID TO OTHERS ON MR. PRESTON'S BEHALF:  |                  |
| SOCIAL SECURITY   | \$ 24,243        |
| S.C. 401k PLAN PLAN   | \$ 14,409        |
| S..C. RETIREMENT SYSTEM   | \$ 359,258       |
| <br>TOTAL OF BUY-OUT COST   | <br>\$ 1,139,883 |

NOTES:

1. COUNTY TO TRANSFER TITLE OF 2006 GMC YUKON TO MR. PRESTON.
2. MR. PRESTON WILL BE ELIGIBLE FOR COUNTY FUNDED RETIREE HEALTH INSURANCE THE SAME AS ALL OTHER COUNTY EMPLOYEES AS PER ORDINANCE NO. 2008-053 AND CODE SECTION 55-38 (RETIREE INSURANCE)

**CONTRACT TERMINATION PROPOSAL**  
 WITH 1) A TOTAL OF 0 YEARS, 3 MONTHS OF RETIREMENT (PURCHASED BY COUNTY, and 2) LEGAL EXPENSES PAID BY COUNTY  
 SUMMARY OF ALL COMPENSATION AND BENEFITS THAT WOULD BE EXPENDED EITHER TO ADMINISTRATOR OR ON HIS BEHALF

1-B

| DESCRIPTION   | 2009<br>AMOUNT<br>(12 MONTHS) | 2010<br>AMOUNT<br>(12 MONTHS) | 2011<br>AMOUNT<br>THRU 7/21<br>(0 5 MONTHS) | TOTALS<br>2009 THRU<br>7/21/2011 |
|---|-------------------------------|-------------------------------|---|----------------------------------|
| 1 SALARY  | \$167,830                     | \$171,105                     | \$07,309                                    | \$426,342                        |
| 2 SOCIAL SECURITY/MEDICARE TAXES - EMPLOYER   | \$0,750                       | \$0,000                       | \$0,070                                     | \$24,243                         |
| 3 UNUSED VACATION PAY OUT (AS OF 0/30/08)   | \$40,421                      |                               |   | \$10,424                         |
| 4 SICK AND COMP LEAVE (AS OF 0/30/08)   | \$64,415                      |                               |   | \$04,415                         |
| 5 401(K) (PER CONTRACT)   | \$5,374                       | \$5,374                       | \$2,911                                     | \$13,059                         |
| 6 401(K) COUNTY MATCH   | \$300                         | \$300                         | \$150                                       | \$750                            |
| 7 LIFE INSURANCE (CURRENT RATES, ASSUME NO INCREASE)  | \$020                         | \$020                         | \$503                                       | \$2,359                          |
| 8 RETIREMENT (9.30% EMPLOYER PORTION ONLY)  | \$15,760                      | \$16,075                      | \$0,108                                     | \$40,033                         |
| 9 HEALTH INSURANCE (USED 2008 CURRENT RATES PLUS 5%)  | \$11,342                      | \$11,909                      | \$0,773                                     | \$30,021                         |
| 10 DENTAL INSURANCE (USED 2008 CURRENT RATES PLUS 5%)   | \$410                         | \$437                         | \$240                                       | \$1,102                          |
| 11 LONG-TERM DISABILITY (USED 2008 CURRENT RATES PLUS 5%)   | \$45                          | \$47                          | \$27  | \$119                            |
| 12 OPTIONAL LIFE (USED 2008 CURRENT RATES PLUS 5%)  | \$794                         | \$833                         | \$473                                       | \$2,100                          |
| 13 SUPPLEMENTAL LONG-TERM DISABILITY (CURRENT RATES PLUS 5%)  | \$277                         | \$291                         | \$106                                       | \$734                            |
| 14 TELEPHONE (1 Y08 ACTUAL PLUS 5%)   | \$4,309                       | \$4,583                       | \$2,607                                     | \$11,564                         |
| 15 FUEL (FY08 ACTUAL PLUS 5%)   | \$7,551                       | \$7,970                       | \$4,531                                     | \$20,092                         |
| 16 COUNTY TO TRANSFER OWNERSHIP OF VEHICLE TO MR. PRESTON   | \$0                           | \$0                           | \$0   | \$0                              |
| 17 VEHICLE INSURANCE (FY08 ACTUAL PLUS 5%)  | \$817                         | \$850                         | \$489                                       | \$2,163                          |
| 18 VEHICLE REPAIRS (FY08 ACTUAL PLUS 5%)  | \$2,000                       | \$2,100                       | \$1,104                                     | \$5,294                          |
| 19 DUES AND SUBSCRIPTIONS (1 Y08 ACTUAL PLUS 5%)  | \$310                         | \$310                         | \$160                                       | \$780                            |
| 20 ANNUAL PHYSICAL (ESTIMATE ONLY)  | \$500                         | \$500                         | \$500                                       | \$1,500                          |
| <b>SUBTOTAL</b>   | <b>\$332,250</b>              | <b>\$232,521</b>              | <b>\$122,027</b>                            | <b>\$687,706</b>                 |
| <b>ADDITIONAL ITEMS PER CONTRACT:</b>   |                               |                               |   |                                  |
| 21 SEVERANCE PAY OF 0 MONTHS  |                               |                               |   | \$03,020                         |
| 22 ALL HEALTH, LIFE, DENTAL AND DISABILITY INSURANCE FOR 6 MONTHS<br>This is Item #s 9 through 13, plus #7  |                               |                               |   | \$0,901                          |
| 23 ALL OTHER COUNTY PROVIDED BENEFITS TO BE PAID FOR SIX MONTHS<br>This is Item #s 11 through 20, 2, 5, 6, and #0.                                  |                               |                               |   | \$27,131                         |
| <b>ADDITIONAL ITEMS REQUESTED:</b>  |                               |                               |   |                                  |
| 24 COUNTY TO PURCHASE A TOTAL OF 0 YEARS AND 3MONTHS OF RETIREMENT SERVICE CREDIT   |                               |                               |   | \$310,225                        |
| 25 LEGAL EXPENSES   |                               |                               |   | \$15,000                         |
| 26 COUNTY TO PAY 100% OF COST OF RETIREE HEALTH INSURANCE THIS WOULD BEGIN AFTER ACTIVE INSURANCE ENDS, I.E. JULY 2011 AND WOULD CONTINUE TO AGE 65 |                               |                               |   | \$0                              |
| <b>GRAND TOTAL</b>  |                               |                               |   | <b>\$1,130,803</b>               |

002508

FOSTER LAW FIRM, L.L.P.  
*Attorneys and Counselors at Law*

ROBERT E. HOSKINS

PAUL J. FOSTER, J.F.  
1925-1999

November 18, 2008

via E-mail

Tom Bright, Esq.  
Ogletree Deakins Nash Smoak & Stewart, P.C.  
PO Box 2757  
Greenville, SC 29602

Re: *Joey Preston*

Dear Tom:

Finally, you had asked for an explanation about the "\$24,000.00" figure. My understanding is that the \$24,243.00 on the summary sheet:

Represents the employer portion of Social Security and Medicare taxes on the buy-out salary of \$426,342. The Employer pays social security tax at rate of 6.2% up to the limit of \$102,000 of salary. The rate for Medicare is 1.45% with no limit.

Example:

The salary for 2009 is \$167,838.

Social Security will be  $.062 \times \$102,000 = \$6,324$

Medicare will be  $.0145 \times 167,838 = \$2,434$

Total tax is \$8,758.

Note that this is the employer portion.

With kind regards, I remain,

Sincerely,

Robert E. Hoskins

REH:laf

864.242.6200 • FAX 864.233.0290

[www.crisisexperience.com](http://www.crisisexperience.com)

601 EAST McBEE AVENUE, SUITE 104, GREENVILLE, SOUTH CAROLINA 29601  
POST OFFICE BOX 2123, GREENVILLE, SOUTH CAROLINA 29602

002509

378 S.C. 348, 662 S.E.2d 580

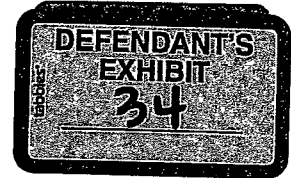
Briefs and Other Related Documents

Supreme Court of South Carolina.  
M. Cindy WILSON, Appellant,  
v.

Joey PRESTON, Anderson County Administrator, Respondent.  
No. 26497.

Heard Jan. 23, 2008.

~~Decided June 27, 2008.~~



**Background:** County council member sought writ of mandamus that would require county administrator to give to member full access to all financial records pertaining to operation of county government. The Circuit Court, Anderson County, Alexander S. Macaulay, J., granted administrator's motion for summary judgment. Member appealed to Court of Appeals. The Supreme Court granted member's motion to certify appeal to Supreme Court.

**Holdings:** The Supreme Court, Moore, J., held that:

- (1) administrator's duty to deliver county's financial documents to member was quasi-judicial duty, and thus mandamus relief was not available;
- (2) writ of mandamus could not issue to compel administrator to disclose to member the legal bill narratives concerning legal work performed for county; and
- (3) trial court was not required to review legal bill narratives in camera.

Affirmed.

Toal, C.J., filed concurring opinion, in which Plelcones, J., concurred.

Beatty, J., concurred in part, dissented in part, and filed opinion.

West Headnotes

[1]  KeyCite Citing References for this Headnote

↳ 228 Judgment

↳ 228V On Motion or Summary Proceeding

↳ 228k182 Motion or Other Application

↳ 228k185 Evidence In General

↳ 228k185(2) k. Presumptions and Burden of Proof. Most Cited Cases

In determining whether any triable issues of fact exist, for summary-judgment purposes, the lower court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. Rules Civ.Proc., Rule 56(c).

[2]  KeyCite Citing References for this Headnote

↳ 250 Mandamus

↳ 250I Nature and Grounds in General

↳ 250k10 k. Nature and Existence of Rights to Be Protected or Enforced. Most Cited Cases

↳ 250 Mandamus  KeyCite Citing References for this Headnote

↳ 250I Nature and Grounds in General

↳ 250k12 k. Nature of Acts to Be Commanded. Most Cited Cases

Primary purpose of a writ of mandamus is to enforce an established right and to enforce a corresponding imperative duty created or imposed by law.

[3]  KeyCite\_Citing\_References\_for\_this\_Headnote

- 250 Mandamus
- 250I Nature and Grounds in General
  - 250k1 k. Nature and Scope of Remedy in General. Most Cited Cases

To obtain a writ of mandamus requiring the performance of an act, the petitioner must show: (1) a duty of respondent to perform the act, (2) the ministerial nature of the act, (3) the petitioner's specific legal right for which discharge of the duty is necessary, and (4) a lack of any other legal remedy.

[4]  KeyCite\_Citing\_References\_for\_this\_Headnote

- 250 Mandamus
  - 250I Nature and Grounds in General
    - 250k7 k. Discretion as to Grant of Writ. Most Cited Cases
- 250 Mandamus  KeyCite\_Citing\_References\_for\_this\_Headnote
  - 250III Jurisdiction, Proceedings, and Relief
    - 250k187 Appeal and Error
      - 250k187.9 Review
        - 250k187.9(5) k. Discretion of Lower Court. Most Cited Cases

Whether to issue a writ of mandamus lies within the sound discretion of the trial court, and an appellate court will not overturn that decision unless the trial court abuses its discretion.

[5]  KeyCite\_Citing\_References\_for\_this\_Headnote

- 250 Mandamus
  - 250II Subjects and Purposes of Relief
    - 250II(B) Acts and Proceedings of Public Officers and Boards and Municipalities
      - 250k71 k. Ministerial Acts in General. Most Cited Cases

Mandamus is based on the theory that an officer charged with a purely ministerial duty can be compelled to perform that duty in case of refusal.

[6]  KeyCite\_Citing\_References\_for\_this\_Headnote

- 283 Officers and Public Employees
  - 283III Rights, Powers, Duties, and Liabilities
    - 283k110 k. Duties and Performance Thereof in General. Most Cited Cases

Duties of public officials are generally classified as ministerial and discretionary, which is also called quasi-judicial.

[7]  KeyCite\_Citing\_References\_for\_this\_Headnote

- 283 Officers and Public Employees
  - 283III Rights, Powers, Duties, and Liabilities
    - 283k110 k. Duties and Performance Thereof in General. Most Cited Cases

The character of an official's public duties as either ministerial or discretionary is determined by the nature of the act performed.

[8]  KeyCite\_Citing\_References\_for\_this\_Headnote

- 283 Officers and Public Employees

283III Rights, Powers, Duties, and Liabilities

- 283k110 k. Duties and Performance Thereof In General. Most Cited Cases

A public officer's duty is "ministerial" when it is absolute, certain, and imperative, involving merely the execution of a specific duty arising from fixed and designated facts.

[9]  KeyCite Citing References for this Headnote

283 Officers and Public Employees

283III Rights, Powers, Duties, and Liabilities

- 283k110 k. Duties and Performance Thereof in General. Most Cited Cases

A public officer's duty is "ministerial" if it is defined by law with such precision as to leave nothing to the exercise of discretion.

[10]  KeyCite Citing References for this Headnote

283 Officers and Public Employees

283III Rights, Powers, Duties, and Liabilities

- 283k110 k. Duties and Performance Thereof in General. Most Cited Cases

In contrast to a public official's ministerial duty, a quasi-judicial duty requires the exercise of reason in the adaptation of means to an end and discretion in determining how or whether the act shall be done or the course pursued.

[11]  KeyCite Citing References for this Headnote

250 Mandamus

250II Subjects and Purposes of Relief

- 250II(B) Acts and Proceedings of Public Officers and Boards and Municipalities

- 250k82 k. Public Records. Most Cited Cases

County administrator's duty to deliver county's financial documents to county council member was quasi-judicial duty which required exercise of discretion in determining how act of delivering documents should be done, and thus mandamus relief was not available to compel administrator to deliver documents to member in particular manner or within particular time frame. (Per Moore, J., with one justice concurring and two justices concurring specially.) Code 1976, § 4-9-630.

[12]  KeyCite Citing References for this Headnote

250 Mandamus

250II Subjects and Purposes of Relief

- 250II(B) Acts and Proceedings of Public Officers and Boards and Municipalities

- 250k82 k. Public Records. Most Cited Cases

410 Witnesses  KeyCite Citing References for this Headnote

410II Competency

410II(D) Confidential Relations and Privileged Communications

- 410k197 Communications to or Advice by Attorney or Counsel

- 410k201 Subject-Matter of Communications or Advice in General

- 410k201(1) k. In General. Most Cited Cases

Writ of mandamus could not issue to compel administrator to disclose to member of county council the legal bill narratives concerning legal work performed for county by law firm; narratives were subject to attorney-client privilege, and county, through its board as a whole, had not authorized release of privileged information. Code 1976, § 30-4-40(a)(7).

[13]  KeyCite Citing References for this Headnote

- 410 Witnesses
  - 410II Competency
    - 410II(D) Confidential Relations and Privileged Communications
      - 410k223 k. Determination as to Admissibility. Most Cited Cases

In county council member's action that sought writ of mandamus to compel county administrator to disclose to member the legal bill narratives concerning legal work performed for county by law firm, trial court was not required to review legal bill narratives in camera when determining whether narratives were subject to attorney-client privilege; member did not request in camera review, and court could determine existence of privilege without actually reviewing legal bill narratives.

[14]  KeyCite Citing References for this Headnote

- 410 Witnesses
  - 410II Competency
    - 410II(D) Confidential Relations and Privileged Communications
      - 410k197 Communications to or Advice by Attorney or Counsel
        - 410k198 In General
          - 410k198(1) k. In General. Most Cited Cases

Attorney-client privilege is based upon a public policy that the best interest of society is served by promoting a relationship between the attorney and the client whereby utmost confidence in the continuing secrecy of all confidential disclosures made by the client within the relationship is maintained.

[15]  KeyCite Citing References for this Headnote

- 410 Witnesses
  - 410II Competency
    - 410II(D) Confidential Relations and Privileged Communications
      - 410k217 k. Persons Entitled to Assert Privilege. Most Cited Cases

410 Witnesses  KeyCite Citing References for this Headnote

- 410II Competency
  - 410II(D) Confidential Relations and Privileged Communications
    - 410k219 Waiver of Privilege
      - 410k219(3) k. Communications to or Advice by Attorney or Counsel. Most Cited Cases

Attorney-client privilege belongs to the client and not the attorney, and may be waived only by the client.

[16]  KeyCite Citing References for this Headnote

- 410 Witnesses
  - 410II Competency
    - 410II(D) Confidential Relations and Privileged Communications
      - 410k222 k. Evidence as to Nature and Circumstances of Communication or Other Subject-Matter. Most Cited Cases

Burden of establishing the attorney-client privilege generally rests upon the party asserting it.

[17]  KeyCite Citing References for this Headnote

- 410 Witnesses
  - 410II Competency
    - 410II(D) Confidential Relations and Privileged Communications
      - 410k197 Communications to or Advice by Attorney or Counsel

[https://web2.westlaw.com/result/documenttext.aspx?findtype=a&fn=\\_top&scxt=WL&mt=Westl.](https://web2.westlaw.com/result/documenttext.aspx?findtype=a&fn=_top&scxt=WL&mt=Westl.) . 10/15/2008

410k199 Relation of Attorney and Client

410k199(2) k. Parties and Interests Represented by Attorney. Most Cited Cases

County council member could not independently review county's attorney-client privileged documents; privilege belonged to county as the client, and council, as a whole, was authorized to release that information and had to waive privilege before individual council member could review privileged documents. Code 1976, § 30-4-40(a)(7).

**\*581** Jay Bender and Holly Palmer Beeson, both of Baker, Ravenel & Bender, L.L.P., of Columbia, for appellant.

William A. Coates, D. Randle Moody, II, and Ella Sims Barbery, all of Roe Cassidy Coates & Price, P.A., of Greenville, for respondent.

Robert E. Lyon, Jr., and M. Clifton Scott, both of the South Carolina Association of Counties, of Columbia, for Amicus Curiae.

Justice MOORE.

**\*352** Appellant (Wilson), a member of the Anderson County Council (Council), filed a petition for writ of mandamus. She sought access to records pertaining to the operation of county government, including financial records and legal bills, which were in respondent's (Administrator), possession. Both parties subsequently filed motions for summary judgment. The Administrator's motion was granted. Wilson appealed to the Court of Appeals. We granted Wilson's motion to certify the appeal to this Court.

#### FACTS

Anderson County operates under a Council-Administrator form of government. In **\*582** this type of government, the Council is elected by the county's citizens and the Council employs an administrator who serves as the administrative head of the county government and is responsible for the administration of all departments over which the Council has control. S.C. Code Ann. § 4-9-610 and § 4-9-620 (1986).

The powers and duties of the administrator include: executing the policies, directives, and legislative actions of the council; preparing budgets for submission to the council and, in the exercise of that responsibility, having the authority to require such reports, estimates, and statistics on an annual or periodic basis as the administrator deems necessary from all county departments and agencies; preparing annual, monthly, and other reports for council on finances and administrative activities of the county; and performing such other duties as may be required by the council. S.C. Code Ann. § 4-9-630 (1986).

The Administrator was hired by the Council in 1996. Wilson, who was sworn into office in 2001, is one of seven members who comprise the Council. Since being sworn into office, Wilson has sought from the Administrator various financial records pertaining to the operation of county government. At the time of Wilson's 2005 deposition, she had received over 59,000 pages of documents from the Administrator. Wilson stated that she shares the information she receives from the Administrator with the media and the Anderson County Taxpayers Association.

**\*353** In response to Wilson's requests, the Council adopted an ordinance in 2003 involving the prioritization of the Administrator's duties. Wilson was the lone dissenting vote. The ordinance states:

In performing the duties of his office, the Administrator shall be governed by the following prioritization of functions: those duties established by law or contract, by the Anderson County Code, by the South Carolina Code of Laws, by the Administrator's contract with the County; those duties required for the efficient and effective day-to-day operations and functioning of County government; other duties, as time permits after completion of the first two sets of priorities.

Specifically in regard to this appeal, Wilson sought vendor files where legal expenditures were described; an annual financial report; weekly copies of the general ledger report; and records containing information concerning details of transfers between accounts in excess of \$2,500.

After determining the Administrator was failing to give her the documents in a timely and complete manner, Wilson sought a writ of mandamus that would allow her full access to all financial records pertaining to the operation of the county government. The trial court granted the Administrator's motion for summary judgment on the ground that the Administrator's duties in regard to the above documents are discretionary.

#### ISSUES

- I. Did the trial court err by ruling mandamus cannot issue to compel the Administrator to disclose financial records to a county council member?
- II. Did the trial court err by ruling mandamus cannot issue to compel the Administrator to disclose to Wilson the narratives in the County's legal bills?

#### DISCUSSION

**[1]** A lower court may properly grant a motion for summary judgment when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the **\*354** affidavits, if any, show that there

is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRPC; *Connor Holdings, LLC v. Cousins*, 373 S.C. 81, 644 S.E.2d 58 (2007). In determining whether any triable issues of fact exist, the lower court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. *Id.*

[2] [3] [4] [5] The primary purpose of a writ of mandamus is to enforce an established right and to enforce a corresponding imperative duty created or imposed by law. \*\*583 *Riverwoods, LLC v. County of Charleston*, 349 S.C. 378, 563 S.E.2d 651 (2002). To obtain a writ of mandamus requiring the performance of an act, the petitioner must show: (1) a duty of respondent to perform the act; (2) the ministerial nature of the act; (3) the petitioner's specific legal right for which discharge of the duty is necessary; and (4) a lack of any other legal remedy. *Id.* Whether to issue a writ of mandamus lies within the sound discretion of the trial court, and an appellate court will not overturn that decision unless the trial court abuses its discretion. *Charleston County Sch. Dist. v. Charleston County Election Comm'n*, 336 S.C. 174, 519 S.E.2d 567 (1999). Mandamus is based on the theory that an officer charged with a purely ministerial duty can be compelled to perform that duty in case of refusal. *Id.*

[6] [7] [8] [9] [10] The duties of public officials are generally classified as ministerial and discretionary (or quasi-judicial). *Redmond v. Lexington County Sch. Dist. No. Four*, 314 S.C. 431, 445 S.E.2d 441 (1994). The character of an official's public duties is determined by the nature of the act performed. *Long v. Seabrook*, 260 S.C. 562, 197 S.E.2d 659 (1973). The duty is ministerial when it is absolute, certain, and imperative, involving merely the execution of a specific duty arising from fixed and designated facts. *Redmond, supra*. It is ministerial if it is defined by law with such precision as to leave nothing to the exercise of discretion. *Id.* In contrast, a quasi-judicial duty requires the exercise of reason in the adaptation of means to an end, and discretion in determining how or whether the act shall be done or the course pursued. *Id.*

#### \*355 I. Financial Records

[11] In her complaint, Wilson alleged she has sought and repeatedly been denied copies of the annual financial report (GLR 153), and timely copies of the weekly general ledger reports (GLR 110). Wilson's complaint regarding the GLR 153 was that she wanted to receive an unaudited version immediately at the end of the fiscal year. The Administrator informed her that the annual report was typically only run after the audit was completed and all required adjustments had been made due to the volume and cost associated with running the report. She was told she would be promptly provided with the report after all accounts were closed out and the external audit finalized. A finance department employee stated that an unaudited version of the report is not very relevant because certain items are overstated or understated. Wilson was given the 2004 GLR 153 in December 2004, after the audit was complete. Regarding the GLR 110s, Wilson's complaint is that she receives them in bunches of four to six and she believes she is entitled to receive them weekly, i.e. immediately after the finance department completes them.

In his deposition, the Administrator stated that he provides Wilson with the GLR 110s as soon as he can. However, he noted that he likes to review them first so that he may anticipate Wilson's future inquiries. He stated that sometimes he did not have time to review them and so there would be a delay in delivery. Wilson previously moved twice before Council that Council, as a body, instruct the Administrator to provide the ledger reports in a timely manner for their review. The motions died for lack of a second. Wilson argues the trial court erred by ruling that a writ of mandamus cannot issue to compel the Administrator to disclose financial records to a county council member in a particular manner or time frame. She contends that the Administrator's duty to do so is ministerial and not discretionary. We find that providing a council member with the county financial information in a particular time frame or manner are \*356 discretionary actions on the Administrator's part. The law does not require the Administrator to give the documents to a single council member in any particular manner. See § 4-9-630 (outlining administrator's powers and duties); *Long v. Seabrook, supra* (duty is ministerial when it is absolute, certain, and imperative, involving merely the execution of a specific duty arising from fixed and designated facts). We emphasize the Administrator cannot deny a council member access to \*\*584 county financial documents. [FN1] However, here, the Administrator has not denied Wilson access to the documents. The Administrator, in his discretion, has delayed the delivery of some documents so that he may be able to respond to queries by Wilson. Further, the Council, acting as a whole with only Wilson dissenting, has enacted an ordinance prioritizing the Administrator's duties so as to ensure that the Administrator takes care of the County's business before fulfilling Wilson's requests. Additionally, the Council has twice declined to accept Wilson's motion to require the Administrator to produce documents in a timelier manner. Given all these circumstances, the Administrator's duty to deliver documents to Wilson is a quasi-judicial duty which requires the exercise of his discretion in determining how the act of delivering the documents shall be done. See *Redmond, supra* (quasi-judicial duty requires the exercise of discretion in determining how or whether the act shall be done or the course pursued).

FN1. See S.C. Atty. Gen. Op. dated June 7, 2001 (2001 WL 790260); S.C. Atty. Gen. Op. dated September 23, 1997 (1997 WL 665446); S.C. Atty. Gen. Op. dated March 24, 1995 (1995 WL 803345); S.C. Atty. Gen. Op. dated August 18, 1983 (1983 WL 181974); S.C. Atty. Gen. Op. dated December 2, 1977 (1977 WL 24717).

Accordingly, the trial court did not err by ruling a writ of mandamus cannot issue to compel the Administrator to deliver the County's financial documents to Wilson in a particular manner or within a particular time frame. [FN2]

FN2. The dissent disagrees with "the majority's decision that mandamus cannot issue to compel the Administrator to disclose financial information to a member of county council." However, this is not our holding. We reiterate the Administrator cannot deny a council member

access to county financial documents. If such a denial occurs, issuing a writ of mandamus is clearly appropriate. However, in this case, the Administrator did not deny Wilson's requests for financial documents. Wilson's argument is that the Administrator should be compelled to disclose the financial documents in a particular time frame and manner. We find that a writ of mandamus cannot issue to compel the Administrator to deliver the County's financial documents to Wilson in a particular manner or within a particular time frame.

#### \*357 II. Legal Bill Narratives

[12]  In 2001, Wilson requested copies of the complete legal vendor files. She was given copies of the legal fees of the county's law firm summarized by fund. In 2003, Wilson was given a listing of general legal expenditures for the year 2002 through March 2003.

Wilson requested again in November 2003 for the complete vendor files. In response to this request, the Administrator sent a memorandum to all members of the Council. In this memo, he stated that Wilson's request for copies of vendor files "where legal expenditure questions are concerned" is attorney-client privileged information with the County being the client. The Administrator informed the Council that only the Council, acting as a corporate body, can authorize the release of those records to anyone, acting as an individual. He stated that if Council authorized and directed the release, then Wilson could have the records; otherwise, the records would not be released.

The next month, Wilson requested the legal expense files from 1997 to 2003. The Administrator responded and attached a summary of all of the County's law firm fees and expenses summarized by fiscal year. The amounts were categorized and she was also given a list of the check numbers and the dates. The Administrator emphasized that only the Council could authorize the release of narrative detail of those records.

In 2004, Wilson made a Freedom of Information Act request for the legal expense vendor files, including a narrative of billable hours supporting each payment. The Administrator gave Wilson the legal expense vendor files, with the narratives redacted. At the October 5, 2004, Council meeting, Wilson moved that Council, as a body, instruct the Administrator to provide the legal expense vendor files. The motion died for lack of a second.

\*358 At a subsequent Council meeting, the County's attorney made a presentation. He stated he is the legal adviser to the County and that the County is his client. The attorney stated the narrative descriptions at issue involved the County's legal strategy and that \*585 it is attorney-client privileged information. He stated only the Council acting for the County can release that information and the Administrator cannot waive that privilege.

The Administrator stated that when a request for a document is made, he consults with the County's legal counsel and asks whether it is attorney-client privileged information. His determination is based on legal advice he receives from the County's attorney.

In her deposition, Wilson agreed that the description of the legal work in the bills may reveal litigation strategy. Wilson admitted that if she was given the legal narratives and she saw something that was "silly," she would release the information to the public.

[13]  Initially, Wilson argues the lower court erred by not reviewing the legal bill narratives *in camera* when making its decision. However, Wilson did not request that they be reviewed *in camera* below and she

did not raise this argument until appeal. In any event, the trial court was not required to actually review the legal bill narratives to determine if the privilege existed. We have held that the trial court must determine the question of privilege without first requiring disclosure of the substance of the communication. State v. Doster, 276 S.C. 647, 284 S.E.2d 218 (1981). [FN3] See also Tucker v. Honda of South Carolina Mfg., Inc., 354 S.C. 574, 582 S.E.2d 405 (2003) (trial court should not require disclosure of attorney client communications to other parties without first determining whether the communications are privileged by inquiring into all the facts and circumstances of the communication; if necessary to determine the application of the privilege, the trial judge may consider, *in camera*, the material); State v. Love, 275 S.C. 55, 271 S.E.2d 110 (1980) [FN4] (whether a communication is privileged is for the trial judge to decide in \*359 the light of a preliminary inquiry into all of the facts and circumstances; and this determination is conclusive in the absence of an abuse of discretion). In the instant case, in light of the fact that Wilson never requested such an *in camera* review, the trial court did not abuse his discretion by determining the existence of the privilege without reviewing the narratives in the legal bills.

FN3. Cert. denied, 454 U.S. 1030, 102 S.Ct. 566, 70 L.Ed.2d 473 (1981).

FN4. Cert. denied, 449 U.S. 901, 101 S.Ct. 272, 66 L.Ed.2d 131 (1980).

[14] ✓ [15] ✓ [16] ✓ The attorney-client privilege is based upon a public policy that the best interest of society is served by promoting a relationship between the attorney and the client whereby utmost confidence in the continuing secrecy of all confidential disclosures made by the client within the relationship is maintained. State v. Doster, *supra*. The attorney-client privilege belongs to the client and not the attorney, and may be waived only by the client. Tucker v. Honda of South Carolina Mfg., Inc., *supra*. In general, the burden of establishing the privilege rests upon the party asserting it. State v. Love, *supra*. Wilson argues the Administrator should not be making judgments about what is subject to the attorney-client privilege. However, when a request for a document is made, the Administrator consults with the County's attorney and asks whether it is attorney-client privileged information. The determination of what is privileged information is based on legal advice the Administrator receives from the County's attorney. Therefore, we find the Administrator is not making the determination but is relating the information he receives from the County's attorney to the Council when a request is made for possibly privileged documents.

[17] ✓ Wilson, as a council member, cannot independently review attorney-client privileged documents. The privilege belongs to the client County; and the Council, as a whole, is authorized to release that information and has to waive the privilege before an individual council member can review privileged documents. See S.C. Code Ann. § 30-4-40(a)(7) (2007) (a public body may but is not required to exempt from disclosure the following information: correspondence or work products of legal counsel for a public body and any other material that would violate attorney-client relationships). The trial court did not abuse its discretion by finding a \*586 writ of mandamus cannot issue against the Administrator to compel \*360 him to release information where the Council has not authorized such a release. See Redmond, *supra* (quasi-judicial duty requires discretion in determining how or whether the act shall be done or the course pursued); Charleston County Sch. Dist., *supra* (appellate court will not overturn decision not to issue a writ of mandamus unless the trial court abuses its discretion).

#### CONCLUSION

We find the trial court did not err by ruling a writ of mandamus cannot issue to compel the Administrator to deliver the county's financial documents to Wilson in a particular manner or within a particular time frame. We further find the trial court did not err by ruling a writ of mandamus cannot issue to compel the Administrator to release attorney-client privileged information without authorization by the client County. Accordingly, the decision of the trial court is **AFFIRMED**.

WALLER, J., concurs.

TOAL, C.J., concurring in a separate opinion in which PLEICONES, J., concurs.

BEATTY, J., concurring in part and dissenting in part in a separate opinion.

Chief Justice TOAL.

Although I concur in the majority's decision to deny Appellant Wilson's petition for a writ of mandamus, I write separately because I believe that this dispute is not a proper matter for this Court's consideration. In seeking the disclosure of the financial records in such a particular form and manner, Appellant essentially asks the Court to delve into internal disputes among Anderson County Council members and to overturn the Council's decisions. <sup>[FN5]</sup> In my view, issues related to the propriety of Respondent's actions in this case present purely political questions, the resolution of which rests \*361 solely within the Council's domain. In my opinion, any ruling from this Court would impermissibly operate as judicial review of the Council's policy decisions, and I would decline Appellant's request to intrude in this area. See *S.C. Pub. Interest Found. v. Judicial Merit Selection Commn.*, 369 S.C. 139, 142-43, 632 S.E.2d 277, 279 (2006) (observing that adjudication of nonjusticiable political questions would place a court in conflict with a coequal branch of government, and thus, a court will not rule upon questions which are political in nature rather than judicial). For these reasons, I would hold that this is a nonjusticiable political question and would therefore deny Appellant's request for a writ of mandamus.

<sup>[FN5]</sup> For example, the Council declined Appellant's motion to compel Respondent to disclose the documents and the Council passed a specific ordinance prioritizing Respondent's job responsibilities.

PLEICONES, J., concurs.

Justice BEATTY.

I concur in part and dissent in part. I concur in the opinion of the majority that mandamus cannot issue to compel the Administrator to disclose attorney-client privileged information. However, my concurrence is limited to the facts of this case where Wilson admits that she would disclose the privileged information to the public at large. ~~The privilege belongs to the Council, not Wilson.~~ In my view, an elected official by virtue of the office held has the inherent right of timely access to any and all information possessed by the governmental entity that he or she is duly elected to. To hold otherwise would condone the disenfranchisement of the people the elected official represents. The denial of information would clearly hinder, if not nullify, an elected official in the performance of his duties. Accordingly, I respectfully dissent in the majority's decision that mandamus cannot issue to compel the Administrator to disclose financial information to a member of county council. Moreover, the Freedom of Information Act requires a governmental entity or other public body to disclose the type of financial information requested by Wilson. See *S.C. Code Ann. § 30-4-30(a)* (2007) (providing that any person has the right to copy or \*\*587 inspect a public record); *S.C. Code Ann. § 30-4-50(A)(6)* (2007) (defining as "public information" any "information in or taken from any account, voucher, or contract dealing with the receipt or expenditure of public or other funds by \*362 public bodies"). This statutory requirement removes any discretion on the part of the public body. In this instance, the lack of discretion whether to disclose the requested information makes the disclosure ministerial in nature and subject to mandamus, but for the injunctive remedy provided by section 30-4-100. Further, the county ordinance prioritizing the duties of the Administrator is unavailing in its attempt to delay responding to a request for financial information of the sort at issue here. Section 30-4-30 allows only 15 days for a response to a request for information. If the request is granted (in this case it must be) the information must be available for review. S.C., 2008.

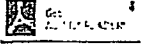
Wilson v. Preston  
378 S.C. 348, 662 S.E.2d 580

#### Briefs and Other Related Documents [\(Back to top\)](#)


- [2007 WL 4454832](#) (Appellate Brief) Amicus Curiae Brief of the South Carolina Association of Counties (Jun. 4, 2007)
- [2007 WL 4454835](#) (Appellate Brief) Appellant's Brief (Feb. 27, 2007)
- [2007 WL 4454836](#) (Appellate Brief) Final Brief of Respondent (Feb. 27, 2007)
- [2007 WL 4454834](#) (Appellate Brief) Reply Brief (Feb. 26, 2007)

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324 S. C. 239, 478 S.E.2d 836

Supreme Court of South Carolina.  
 PIEDMONT PUBLIC SERVICE DISTRICT, Respondent,  
 v.  
 Douglas W. COWART, Petitioner.  
 No. 24521.  
 Heard Oct. 17, 1996.  
 Decided Nov. 12, 1996.


Public service district brought action against former administrator seeking declaration that his employment contract was void as matter of public policy. Former administrator counterclaimed seeking to enforce contract and collect money due under contract. The Greenville County Circuit Court, Henry F. Floyd, J., granted summary judgment for district. Former administrator appealed. The Court of Appeals, Howell, C.J., 319 S.C. 124, 459 S.E.2d 876, affirmed. Former administrator sought review. The Supreme Court, Moore, J., held that fact that district's enabling legislation gave it power of perpetual succession did not compel finding that contract, which extended beyond commissioners' terms, was binding on successor commissioners.

Affirmed.


West Headnotes

[1]  [KeyCite Citing References for this Headnote](#)


↔ 268 Municipal Corporations  
 ↳ 268VII Contracts in General  
 ↳ 268k232 k. Power to Bind Successors. Most Cited Cases

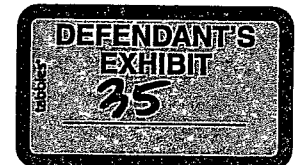
↔ 283 Officers and Public Employees  [KeyCite Citing References for this Headnote](#)  
 ↳ 283I Appointment, Qualification, and Tenure  
 ↳ 283I(F) Term, Vacancies, and Holding Over  
 ↳ 283k50 k. Extent of Term in General. Most Cited Cases

Appointment or removal of public officer is governmental function that cannot be impaired by employment contract extending beyond terms of members of local governing body, and such contract is not binding on successors to local governing body.

[2]  [KeyCite Citing References for this Headnote](#)

↔ 268 Municipal Corporations  
 ↳ 268V Officers, Agents, and Employees  
 ↳ 268V(A) Municipal Officers in General  
 ↳ 268k149 Term of Office, Vacancies, and Holding Over  
 ↳ 268k149(2) k. Term of Office In General. Most Cited Cases

↔ 268 Municipal Corporations  [KeyCite Citing References for this Headnote](#)  
 ↳ 268VII Contracts in General  
 ↳ 268k232 k. Power to Bind Successors. Most Cited Cases



Fact that public service district's enabling legislation gave it power of perpetual succession did not compel finding that administrator's employment contract, which extended beyond commissioners' terms, was binding on successor commissioners; contract's general reference to perpetual succession did not rise to level of clear authorization for contract regarding governmental function for term beyond terms of commission's members.

<https://web2.westlaw.com/result/documenttext.aspx?service=Find&rs=WLW8.09&cnt=DOC&m...> 10/15/2008

002520

**\*\*837 \* 240** Deborah R.J. Shupe, of Berry, Adams, Quackenbush & Dunbar, P.A., and Herbert W. Louthian, Jr., of Louthian & Louthian, Columbia, for petitioner.

Michael A. Farry and Vance B. Drawdy, both of Horton, Drawdy, Ward & Johnson, P.A., Greenville, for respondent.

MOORE, Justice.

This case is before us on a writ of certiorari to review the Court of Appeals' decision <sup>FN1</sup> affirming the circuit court's ruling that petitioner Cowart's employment contract with respondent (District) was not binding on District's successor commissioners. We affirm.

FN1. 319 S.C. 124, 459 S.E.2d 876 (Ct.App.1995).

#### FACTS

On November 1, 1984, District's four commissioners signed a contract with Cowart for him to serve as administrator for a twenty-year period. This employment contract was subsequently modified <sup>FN2</sup> to add a severance clause allowing District to fire Cowart with or without cause only upon five years' notice or the payment of five years' severance pay.

FN2. The modification agreement was signed by three of the original commissioners to the contract and one new commissioner.

~~By November 12, 1992, District's entire board of commissioners had changed.~~ The new commissioners voted to terminate Cowart without cause and pay him his annual salary of \$37,781.40 for the next five years as required under the severance clause of the employment contract. They made an immediate payment of \$30,000. Several weeks later, <sup>FN3</sup> District informed Cowart that the vote to terminate him had been taken in violation of the Freedom of Information Act and was therefore rescinded. It directed Cowart to return the \$30,000 **\*241** payment which he refused to do. District then terminated Cowart for insubordination.

FN3. Two commissioners who voted on November 12 were apparently replaced by this time

District subsequently commenced this action seeking a declaration the employment contract with Cowart was void and demanding a return of the \$30,000 payment. The trial judge granted District's motion for summary judgment. He found District properly rescinded Cowart's termination because of Freedom of Information Act violation. <sup>FN4</sup> Further, he found Cowart's insubordination was just cause for termination and the employment contract, including the five-year severance clause, was void. Accordingly, he ordered Cowart to pay District \$30,000 with pre-judgment interest.

FN4. The Court of Appeals affirmed this ruling and Cowart does not challenge it here.

#### DISCUSSION

[1]  Both the trial judge and the Court of Appeals relied on Newman v. McCullough, 212 S.C. 17, 46 S.E.2d 252 (1948), and found the employment contract was not binding on the commissioners who terminated Cowart because the contract extended beyond the terms of the commissioners who signed it. In Newman, we held the appointment or removal of a public officer is a governmental function that cannot be impaired by an employment contract extending beyond the terms of the members of the local governing body. Id. at 23, 46 S.E.2d at 255. Such a contract is not binding on the successors to the local governing body.

**\*\*838 [2]** Newman allows an exception, however, where the enabling legislation clearly authorizes the local governing body to make a contract extending beyond its members' own terms: *Id.* at 23, 46 S.E.2d at 255. Cowart argues the exception applies in this case because District's enabling legislation gives it the power of "perpetual succession." <sup>FN5</sup> The Court of Appeals **\*242** rejected Cowart's proposed exception finding the policy considerations to be the same even if the governing body has perpetual succession by its enabling legislation.

<sup>FN5</sup>. "Perpetual succession" is defined in Black's Law Dictionary as: That continuous existence which enables a corporation to manage its affairs, and hold property without the necessity of perpetual conveyances, for the purpose of transmitting it. By reason of this quality, this ideal and artificial person remains, in its legal entity and personality, the same, though frequent changes may be made of its members.

We agree with the Court of Appeals that the policy considerations are not changed by the bestowal of perpetual succession. The purpose of the rule in Newman is to prevent impairment of the successor commissioners' right to exercise discretion regarding governmental functions. Perpetual succession relates only to corporate business and proprietary functions, <sup>FN6</sup> functions distinguished in Newman from governmental functions. <sup>FN7</sup> To qualify for the exception under Newman, the enabling legislation must clearly authorize a contract regarding a governmental function for a term beyond the terms of the members of the local governing body. The general reference to perpetual succession does not rise to this level.

<sup>FN6</sup>. See fn. 5, *supra*.

<sup>FN7</sup>. "With respect to the power of a [local governing body] to enter ... into a contract which will extend beyond the term for which the members of the council were elected, a distinction is drawn based upon the subject matter of the contract—whether legislative or governmental, or whether business or proprietary." 212 S.C. at 23, 46 S.E.2d at 255.


We conclude the Court of Appeals correctly applied Newman and hold the contract signed in 1984 and modified in 1985 was not binding on District's successor commissioners in 1992. Accordingly, Cowart was not entitled to five years' severance pay and he was properly ordered to repay the \$30,000. In light of this conclusion, we decline to address the Court of Appeals' alternative ground for affirmance that the contract was unreasonable as a matter of law and therefore void as against public policy. Cowart's remaining argument is without merit and is affirmed under Rule 220(b), SCACR.

**AFFIRMED.**

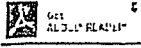
FINNEY, C.J., and TOAL, WALLER and BURNETT, JJ., concur.

S.C., 1996.  
Piedmont Public Service Dist. v. Cowart  
324 S.C. 239, 478 S.E.2d 836

END OF DOCUMENT

 [West Reporter Image \(PDF\)](#)

Adobe Reader is required to view PDF images



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Code 1976 § 4-9-620

Code of Laws of South Carolina 1976 Annotated Currentness

Title 4. Counties

Chapter 9. County Government

Article 7. Council-Administrator Form of County Government (Form No. 3)

§ 4-9-620. Employment and qualifications of administrator; compensation; term of employment; procedure for removal.



The council shall employ an administrator who shall be the administrative head of the county government and shall be responsible for the administration of all the departments of the county government which the council has the authority to control. He shall be employed with regard to his executive and administrative qualifications only, and need not be a resident of the county at the time of his employment. The term of employment of the administrator shall be at the pleasure of the council and he shall be entitled to such compensation for his services as the council may determine. The council may, in its discretion, employ the administrator for a definite term. ~~If the council determines to remove the county administrator, he shall be given a written statement of the reasons alleged for the proposed removal and the right to a hearing thereon at a public meeting of the council.~~ Within five days after the notice of removal is delivered to the administrator he may file with the council a written request for a public hearing. This hearing shall be held at a council meeting not earlier than twenty days nor later than thirty days after the request is filed. The administrator may file with the council a written reply not later than five days before the hearing. The removal shall be stayed pending the decision at the public hearing.

CREDIT(S)

HISTORY: 1962 Code § 14-3741; 1975 (59) 692.

RESEARCH REFERENCES

Encyclopedias

S.C. Jur. Public Officers and Public Employees § 42, Authority to Terminate.

ATTORNEY GENERAL'S OPINIONS

Under the council-administrator form of government, a county administrator, rather than a county council itself, would have authority to employ and discharge a zoning administrator once that position is established by council following the advent of home rule. 1986 Op Atty Gen, No. 86-48, p 141.

NOTES OF DECISIONS

In general 11. In general

County administrator did not act outside the scope of his employment with actual malice and intent to harm tax assessor when he terminated her for insubordination based on her refusal to withdraw her appeal from assessment decision of county board of assessment appeals and, thus, administrator enjoyed immunity from liability in his individual capacity to tax assessor for her discharge, where administrator was acting within scope of his administrative duties in informing tax assessor of county council policy of not appealing decisions of board of assessment appeals and within the scope of his officer in terminating tax assessor, and administrator had given tax assessor numerous opportunities to comply with his directive that she withdraw her appeal before he terminated her. Antley v. Shepherd (S.C.App. 2000) 340 S.C. 541, 532 S.E.2d 294, rehearing denied, certiorari granted, affirmed as modified 349 S.C. 600, 564 S.E.2d 116, Counties - 92

Failure to comply with the statutory removal procedure by not supplying specific reasons for removal or not providing a meaningful public hearing are proper grounds for a wrongful discharge suit. A public officer discharged unlawfully is entitled to all wages without offset. Drawdy v. Town of Port Royal (S.C.App. 1990)

SC ST § 4-9-620

Page 2 of 2

302 S.C., 125, 394 S.E.2d 25.

Code 1976 § 4-9-620, SC ST § 4-9-620

Current through End of 2007 Reg. Sess.

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# Nelson Mullins

Nelson Mullins Riley & Scarborough LLP  
Attorneys and Counselors at Law  
104 South Main Street / Ninth Floor / Greenville, SC 29601  
Tel. 864 250 2300 Fax. 864.232.2925  
www.nelsonmullins.com

Lane W. Davis  
Tel. 864 250.2245  
lane.davis@nelsonmullins.com

December 3, 2009

## PERSONAL AND CONFIDENTIAL

Mr. Joey R. Preston  
P.O. Box 2337  
Anderson, SC 29622

RE: Preston v. Anderson County and South Carolina Retirement System  
NMRS File No. 31268/01501

Dear Joey:

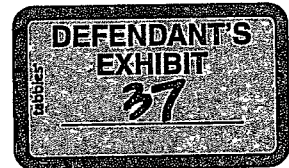
It is our understanding that you wish to retain this firm to represent you in connection with the above-referenced litigation.

I am enclosing for your information our "Client Business Information" Addendum, dated December, 2009, which sets forth certain information concerning the business aspects of your retention of our firm. We hope that you find this information useful.

I will serve as the attorney primarily responsible for this firm's representation of you in this matter, and therefore will serve as your primary contact at this firm. As stated in the Addendum, other professionals may also provide services depending upon how matters develop.

Set forth below are the terms of our representation:

- You pay fees in installments.
- You will be billed for all hard costs.
- Fees are at a flat rate meaning you will pay no more or less than that amount for the designated period of time.
- The first installment of \$15,000 will be due when the formal retainer agreement is signed. This amount will be for December, January, and February time.



- Another \$50,000 will be due on March 1, 2009 for March, April, May, June, July, August, and September.
- Another \$50,000 will be due on October 1, 2009 for all remaining months up to one week before trial.
- A final installment of \$35,000 will be due one week before trial.
- In the event we are successful, we would be entitled to a \$350,000 contingency fee, if awarded and collected. One-third of this amount will be shared with Candy Kern Fuller for her assistance in defending the matter.

On completion of this matter, it will be necessary to dispose of any records you furnished to us as well as the records created in the course of this business. We believe it prudent to return these records to you. However, other options are available to you. Please check below your choice for the disposition of your records on the conclusion of this matter.

- Return my records to me at the conclusion of the matter.
- Destroy my records at the conclusion of the matter.
- Retain and destroy my records in accordance with NMRS Records Retention Policy

Deposition copies and any appellate briefs may be retained for use by the Firm.

If we do not hear from you within thirty days, we will assume that you wish your records returned to you at the conclusion of this matter. If you have any questions, please contact me.

If this letter and the attached Addendum correctly set forth your understanding of the terms of our engagement, please so indicate by dating, signing and returning the enclosed copy of this letter and Addendum along with the retainer. If you have any questions or if there are any matters set forth in these documents which you would like to discuss, please contact me.

Once again, thank you for the confidence that you have placed in our firm by retaining us. We look forward to working with you.

Very truly yours,

Lane W. Davis

LWD/ap

Enclosure

Attachment: December, 2009 Client Business Information Addendum

JP\_SUPP 00655

002527

Agreed:



Joey R. Preston



JP\_SUPP 00656

002528

ADDENDUM  
NELSON MULLINS RILEY & SCARBOROUGH LLP  
CLIENT BUSINESS INFORMATION  
[December 2009]

This firm is committed to providing the highest quality legal services to our clients consistent with our professional ethical standards. In keeping with that commitment, we set forth at the outset of a new representation certain information that we believe may be useful to our clients. Accordingly, set forth below is information concerning such matters as staffing, hourly rates, other client charges, billing, and file retention procedures. We believe that such matters are best addressed at the beginning of our association with a new client, and we have found that our clients appreciate this approach.

One of our attorneys will be primarily responsible for ensuring that your needs are served by our firm. However, depending upon the manner in which our representation develops, other professionals may also provide services. In an effort to provide high quality services at a reasonable cost, we strive for efficient, lean staffing with the most qualified personnel available at an economical rate.

This firm's fee structure is based upon hourly rates for all attorneys, paralegals, law clerks, research assistants and practice assistants, unless otherwise specified. We record time expended on hourly fee matters in increments of one tenth of an hour, and calculate our fees on that basis.

Hourly rates for the firm presently range from \$160 to \$1000 for attorneys; \$110 to \$200 for paralegals; from \$85 to \$105 for law clerks; \$120 to \$130 for research librarians; and \$75 to \$210 for practice assistants. These rates are subject to increase, normally once per year, without notice, unless otherwise requested by the client.

Statements for services rendered will be submitted monthly, to more effectively monitor time and expenses as they are incurred.

In addition to fees, we charge our clients for items such as travel expenses, court costs, court reporter charges, costs of expert witnesses, and certified and express mail. We also have a Schedule of Standard Charges, attached hereto, for other services such as document reproduction, long distance telephone calls, facsimile, couriers, air freight, computer legal research, word processing on documents excluding routine correspondence, and secretarial and file clerk overtime. Although we will advance many of these charges on your behalf and bill them monthly, we may ask that you pay directly any charges in excess of \$50.

Many of the firm's clients have specific billing procedures which they wish us to follow. If you have such special needs, please let me know as soon as possible so that we may accommodate them. Unless we hear from you otherwise, we will assume that the procedures described herein are acceptable.

JP\_SUPP 00657

002529

With the exception of amounts billed and paid against an existing retainer, our invoices are due within thirty (30) days from the date of the invoice and should be made payable to Nelson Mullins Riley & Scarborough LLP. If there are any issues or concerns regarding an invoice we would appreciate you bringing them to our attention as soon as possible, otherwise we will expect payment within thirty (30) days from the date of the invoice. In addition, it is our professional responsibility for our accounting department to contact you about any unpaid invoices after forty-five (45) days. We charge 1.5% interest per month on all unpaid balances which exist after 90 days. This firm may have lien rights arising out of the failure to render payment and in the appropriate circumstances may assert its legal rights to withhold file materials and/or proceeds generated by services rendered in an amount equal to all unpaid balances, until all unpaid balances are paid in full. We appreciate your understanding on these business fundamentals.

The firm may require a retainer in an amount appropriate to the matter or matters on which we are engaged. The engagement letter to which this Addendum is attached will indicate the amount of such retainer, when it should be paid, and how it will be handled.

We hope you appreciate that, in setting forth our business arrangements in detail, we are simply trying to provide you with useful information as we begin our relationship.

Once this matter has been concluded, we will dispose of the file materials per your instructions in the attached letter and in accordance with the Firm's Retention Policy. Deposition copies, firm materials, and any appellate briefs may be retained for use by the Firm.

JP\_SUPP 00658

002530

ADDENDUM: 2nd  
NELSON MULLINS RILEY & SCARBOROUGH LLP  
CONTINGENCY  
[December 2009]

For purposes of this Agreement, awarded and collected shall mean: Client has prevailed by way of summary judgment or defense verdict thereby avoiding repayment of severance monies —or— Client has obtained a net recovery in excess of amounts owed to the Plaintiff in the event of an adverse outcome.

JP\_SUPP 00659

002531

**A NELSON MULLINS RILEY & SCARBOROUGH LLP  
CURRENT SCHEDULE OF STANDARD CHARGES**

| CATEGORY  | STANDARD CHARGES   |
|---|--|
| DOCUMENT REPRODUCTION<br>(IN HOUSE COPY JOB)  | \$0.05 Per Copy (Black & White)<br>\$0.13 Per Copy (Color)   |
| DOCUMENT REPRODUCTION<br>(OUTSIDE)  | Actual Cost of Outside Vendor  |
| LONG DISTANCE TELEPHONE   | \$0.05 Per Minute  |
| FACSIMILE   | \$0.50 Per Page plus<br>Long Distance Telephone Charges  |
| COURIER<br>Firm Employees - Local/Metro/Regional<br>Firm Employees - Long Distance<br>Outside Vendor        | \$4.00 - \$160.00 Per Trip<br>\$20.00 Per Hour Plus Mileage<br>Actual Charges  |
| AIR FREIGHT   | Std. Express Carrier Charges   |
| COMPUTER LEGAL RESEARCH   | Actual Charges From<br>Westlaw/Lexis   |
| POSTAGE   | No charge for standard first class<br>mailings except for mass mailing at cost.<br>Actual cost for all other mailings. |
| COMPUTER SERVICES<br>IMAGING<br>LITIGATION SUPPORT<br>WORD PROCESSING<br>(excluding routine correspondence) | Charge Per Mutual Agreement<br>\$115.00 - \$150.00 Per Hour<br>\$30.00 Per Hour  |
| POSTER REPRODUCTION   | \$20.00 Each   |
| SECRETARIAL OVERTIME  | 1.5 X Hourly Rate  |
| MISC SUPPLIES, ETC  | Actual Cost of Items   |

JP\_SUPP 00660

002532



Acct :  
Date :



Charge

JOEY R. PRESTON  
BARBARA B. PRESTON  
PH. 884-261-1629

12-8-09

Pay to the order of Nelson Mullins \$ 15,000.00

Fifteen thousand & 00/100 Dollars

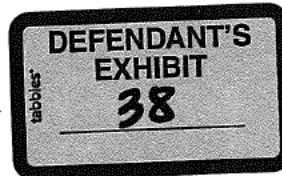


ACH RT 081000104

For Legal Fees And vs Preston



FOR DEPOSIT ONLY  
Nelson Mullins Riley & Scarborough - 01  
FOR DEPOSIT ONLY  
TO THE CREDIT OF  
NELSON, MULLINS, RILEY  
& SCARBOROUGH, ATTYS.



JOEY R. PRESTON  
BARBARA B. PRESTON  
PH. 864-261-9579

4-12-2010

Pay to the order of Nelson Mullins Riley & Scarborough \$ 50,000

Fifty thousand & 00/100 Dollars



ACH RT 051000104

& SC Retirement System

For Anderson Co vs Preston

Handwritten notes: "see BI 6022"

P 0086

JP\_SUPP 00663

002534

SUNTRUST BANK  
P O BOX 622227  
ORLANDO, FL 32862-2227

Page 5 of 9  
34/806/0175/0 /22  
[REDACTED]  
11/14/2010

**SUNTRUST**

Account  
Statement

|                                      |                |            |
|--------------------------------------|----------------|------------|
| JOEY R. PRESTON<br>BARBARAN. PRESTON |                | [REDACTED] |
| [REDACTED]                           |                | 11-30-2010 |
| Pay to the order of Nelson Mullins   | \$ 50,000.00   |            |
| From Phoenix & Co/In                 |                |            |
| SUNTRUST                             | ACH [REDACTED] |            |
| Anderson County, Va                  | [REDACTED]     |            |

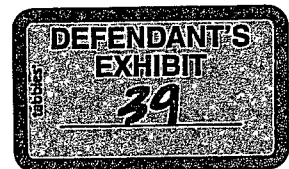
COSTS SUMMARY—(1)

CHARGES FOR OTHER SERVICES PROVIDED/EXPENSES INCURRED

12/11/2009 PAYEE: Anderson County Clerk of Court; REQUEST#: 366894; 25.00  
DATE: 12/11/2009. - Filing fee for motion  
12/11/2009 Postage 1.22  
Total Charges for Other Services Provided/Expenses Incurred..... \$26.22

DISBURSEMENT SUMMARY

| <u>Description</u> | <u>Dollars</u> |
|--------------------|----------------|
| Court Fees         | 25.00          |
| Postage            | 1.22           |
| TOTAL              | \$26.22        |



CHARGES FOR OTHER SERVICES PROVIDED/EXPENSES INCURRED

|  |  |            |
|--|--|------------|
| 02/01/2010   | PAYEE: Anderson County Clerk of Court; REQUEST#: 371787;<br>DATE: 2/1/2010. - Filing Fee for Motion  | 25.00      |
| 02/08/2010   | VENDOR: Lane W. Davis; INVOICE#: 020510(LTD); DATE:<br>2/8/2010 - Lunch for Lane Davis, Candy Lern-Fuller, and Joey<br>Preston on 2/5/2010         | 28.22      |
| 02/10/2010   | VENDOR: Upstate Legal Process Service, Inc.; INVOICE#: 03-10;<br>DATE: 2/10/2010 - Service of subpoena on The Tallon Group.                        | 75.00      |
| 02/11/2010   | VENDOR: Upstate Legal Process Service, Inc.; INVOICE#: 4-10;<br>DATE: 2/11/2010 - Service of subpoenas on Charles R. Driver and<br>Edwin E. Moore. | 150.00     |
| 02/15/2010   | VENDOR: Legal Eagle, Inc.; INVOICE#: 64022; DATE: 2/15/2010 -<br>Copy Charges  | 329.31     |
| 02/15/2010   | VENDOR: Legal Eagle, Inc.; INVOICE#: 64021; DATE: 2/15/2010 -<br>Copy Charges  | 143.70     |
| 02/15/2010   | VENDOR: Legal Eagle, Inc.; INVOICE#: 64023; DATE: 2/15/2010 -<br>Copy Charges  | 1,791.33   |
| 02/17/2010   | VENDOR: South Carolina Supreme Court Library; INVOICE#:<br>021610; DATE: 2/17/2010 - Copies of cases.  | 18.75      |
| 02/18/2010   | VENDOR: Robin Sue Hild, RPR; INVOICE#: 021710; DATE:<br>2/18/2010 - Expedited transcript of 2/9/10 hearing.  | 307.00     |
| 02/22/2010   | VENDOR: Legal Eagle, Inc.; INVOICE#: 64195; DATE: 2/22/2010 -<br>Copy Charges.   | 162.18     |
| 03/19/2010   | PAYEE: Anderson County Clerk of Court; REQUEST#: 376361;<br>DATE: 3/19/2010. - Filing fee for motion to compel (Tallon)                            | 25.00      |
| 03/19/2010   | PAYEE: Anderson County Clerk of Court; REQUEST#: 376362;<br>DATE: 3/19/2010. - Filing fee for motion to compel (Moore)                             | 25.00      |
| 03/24/2010   | VENDOR: Legal Eagle, Inc.; INVOICE#: 64461; DATE: 3/24/2010 -<br>Copy Charges.   | 165.10     |
| 03/31/2010   | PAYEE: Judy S. Spivey; REQUEST#: 377622; DATE: 3/31/2010. -<br>Replenish GV petty cash -   | 3.25       |
| Total Charges for Other Services Provided/Expenses Incurred..... |  | \$3,248.84 |

DISBURSEMENT SUMMARY

| <u>Description</u> | <u>Dollars</u>    |
|--------------------|-------------------|
| CopyOut            | 2,613.62          |
| Court Fees         | 75.00             |
| Court Reporters    | 307.00            |
| Outside Services   | 28.22             |
| Service            | 225.00            |
| TOTAL              | <u>\$3,248.84</u> |

**CHARGES FOR OTHER SERVICES PROVIDED/EXPENSES INCURRED**

|   |   |                 |
|---|---|-----------------|
| 06/02/2010  | Postage   | 0.61            |
| 06/08/2010  | VENDOR: Upstate Legal Process Service, Inc.; INVOICE#: 41-10;<br>DATE: 6/8/2010 - Service of subpoena in Anderson County<br>Sheriff's Dept. | 75.00           |
| 09/07/2010  | Postage   | 4.90            |
| 09/15/2010  | PAYEE: Clerk of Court; REQUEST#: 394253; DATE: 9/15/2010. -<br>filing fee for complaint in Richland County                                  | 150.00          |
| 09/21/2010  | Postage   | 10.00           |
| 09/27/2010  | VENDOR: Legal Eagle, Inc.; INVOICE#: 66685; DATE: 9/27/2010 -<br>Copy charge  | 384.36          |
| 09/27/2010  | VENDOR: DER Consulting, Inc.; INVOICE#: 092410; DATE:<br>9/27/2010 - Serve summons & complaint on SC Budget & Control<br>Board              | 47.00           |
| 10/19/2010  | Postage   | 1.56            |
| <b>Total Charges for Other Services Provided/Expenses Incurred.....</b> |   | <b>\$673.43</b> |

**DISBURSEMENT SUMMARY**

| <u>Description</u> | <u>Dollars</u>  |
|--------------------|-----------------|
| CopyOut            | 384.36          |
| Filing Fee         | 150.00          |
| Postage            | 17.07           |
| Service            | 122.00          |
| <b>TOTAL</b>       | <b>\$673.43</b> |

COSTS SUMMARY-(2)

JP\_SUPP 00669

002539

| Client #   | 31268             | Preston, Joey Ray          | Billing Professional   | L.W. Davis | Date Printed | 10/01/2012 |
|------------|-------------------|----------------------------|--|------------|--------------|------------|
| File #     | 31268 / 01501     | Preston v. Anderson County | Prebill No.  | 1556239    | Page         | 23         |
|            |                   |                            | Fees Bill-Thru Date  | 09/30/2012 |              |            |
|            |                   |                            | Cost Bill-Thru Date  | 09/30/2012 |              |            |
|            |                   |                            | Date Acquired  | 11/30/2009 |              |            |
| 01/28/2011 | Court Fees        | Y                          | PAYEE: Anderson County Clerk of Court; REQUEST#: 408366;<br>DATE: 1/28/2011. - Filing fee for Motion to Quash/Motion for<br>Protective Order |            | 25.00        | 9079685    |
| 02/07/2011 | Telephone         | Y                          | 1-864-226-1305   |            | 0.05         | 9086619    |
| 02/22/2011 | Court Reporters   | Y                          | VENDOR: APS Legal Ease; INVOICE#: 021411; DATE: 2/22/2011 -<br>Deposition transcript of Allison Schaum                                       |            | 263.40       | 9096755    |
| 04/06/2011 | Telephone         | Y                          | 1-864-260-4298   |            | 0.05         | 9130407    |
| 04/29/2011 | Deposition        | Y                          | VENDOR: Three Point Oh!, Inc.; INVOICE#: 27031; DATE:<br>4/29/2011 - DVD Copy of Ronald G. Wilson Deposition                                 |            | 53.00        | 9148048    |
| 05/09/2011 | Computer Services | Y                          | Computer Services  |            | 12.00        | 9155319    |
| 05/09/2011 | Computer Services | Y                          | Computer Services  |            | 9.90         | 9155320    |
| 05/11/2011 | Court Reporters   | Y                          | VENDOR: APS Legal Ease; INVOICE#: 042611; DATE: 5/11/2011 -<br>Deposition of Ronald G. Wilson  |            | 202.40       | 9155362    |
| 05/20/2011 | Court Fees        | Y                          | PAYEE: Anderson County Clerk of Court; REQUEST#: 420521;<br>DATE: 5/20/2011. - Filing fee for motion   |            | 25.00        | 9161981    |
| 05/20/2011 | Postage           | Y                          | Postage  |            | 2.52         | 9168814    |
| 05/20/2011 | Postage           | Y                          | Postage  |            | 1.88         | 9168815    |
| 06/01/2011 | Travel            | Y                          | VENDOR: Lane W. Davis; INVOICE#: 053111; DATE: 6/1/2011 -<br>Travel to/from Anderson, SC on thursday, May 26 for hearing                     |            | 31.62        | 9171182    |
| 07/18/2011 | Facsimile         | Y                          | Telecopy charge  |            | 1.00         | 9203803    |
| 07/18/2011 | Facsimile         | Y                          | Telecopy charge  |            | 1.50         | 9203804    |
| 07/18/2011 | Telephone         | Y                          | 1-864-261-7932   |            | 0.05         | 9203697    |
| 07/18/2011 | Telephone         | Y                          | 1-864-260-4400   |            | 0.15         | 9203710    |
| 07/18/2011 | Telephone         | Y                          | 1-864-261-7040   |            | 0.10         | 9203742    |
| 08/08/2011 | Westlaw           | Y                          | Westlaw  |            | 156.20       | 9224955    |
| 08/09/2011 | Lexis             | Y                          | Service: LEXIS LEGAL SERVICES; Charge Type: DOCUMENT<br>PRINTING; Quantity: 1.00   |            | 1.41         | 9225473    |
| 08/09/2011 | Lexis             | Y                          | Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES;<br>Quantity: 2.00  |            | 17.10        | 9225474    |
| 08/09/2011 | Lexis             | Y                          | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 1.00   |            | 1.39         | 9225475    |
| 08/09/2011 | Lexis             | Y                          | Service: SHEPARD'S SERVICE; Charge Type: LEGAL CITATION<br>SERVICES; Quantity: 1.00  |            | 0.81         | 9225476    |
| 08/09/2011 | Westlaw           | Y                          | Westlaw  |            | 340.40       | 9224956    |
| 08/15/2011 | CopyOut           | Y                          | VENDOR: Legal Eagle, inc.; INVOICE#: 67403; DATE: 8/15/2011 -<br>copy charge   |            | 246.96       | 9222582    |
| 08/18/2011 | Westlaw           | Y                          | Westlaw  |            | 208.33       | 9229895    |
| 08/25/2011 | Court Reporters   | Y                          | VENDOR: Iveta J. Shouse; INVOICE#: 082211; DATE: 8/25/2011 -<br>Deposition of Steve Ebbeler  |            | 288.50       | 9231023    |
| 08/26/2011 | Computer Services | Y                          | Computer Services  |            | 15.00        | 9236199    |
| 08/26/2011 | Computer Services | Y                          | Computer Services  |            | 18.00        | 9236200    |
| 08/26/2011 | Court Reporters   | Y                          | VENDOR: APS-Legal Ease; INVOICE#: 77477-0001; DATE:<br>8/26/2011 - Deposition of Kenneth Allison   |            | 207.00       | 9231679    |
| 08/30/2011 | Service           | Y                          | VENDOR: Upstate Legal Process Service, Inc.; INVOICE#: 41-11-B;<br>DATE: 8/30/2011 - Service of subpoena on William C. Bridges               |            | 75.00        | 9233226    |

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|            |         |   |  |        |         |
|------------|---------|---|--|--------|---------|
|            |         |   | DOCUMENT RETRIEVAL; Quantity: 2.00   |        |         |
| 05/03/2012 | Postage | Y | Postage  | 14.70  | 9425875 |
| 05/03/2012 | Postage | Y | Postage  | 10.00  | 9425876 |
| 06/14/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 3.00   | 6.77   | 9441189 |
| 06/14/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: TOC DOCUMENT<br>LINKS; Quantity: 2.00          | 3.76   | 9441190 |
| 06/15/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 2.00   | 4.52   | 9441191 |
| 06/18/2012 | Lexis   | Y | Service: LAW REVIEWS; Charge Type: RELATED CONTENT<br>RETRIEVAL; Quantity: 1.00            | 2.29   | 9446909 |
| 06/18/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES;<br>Quantity: 7.00                    | 229.85 | 9446910 |
| 06/18/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 5.00   | 11.44  | 9446911 |
| 06/18/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: TOC DOCUMENT<br>LINKS; Quantity: 2.00          | 3.82   | 9446912 |
| 06/18/2012 | Lexis   | Y | Service: SHEPARD'S SERVICE; Charge Type: LEGAL CITATION<br>SERVICES; Quantity: 2.00        | 2.36   | 9446913 |
| 06/20/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES;<br>Quantity: 11.00                   | 401.20 | 9446914 |
| 06/20/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 5.00   | 11.44  | 9446915 |
| 07/10/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES;<br>Quantity: 11.00                   | 134.49 | 9461407 |
| 07/10/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 5.00   | 10.33  | 9461408 |
| 07/10/2012 | Lexis   | Y | Service: MATTHEW BENDER SERVICE; Charge Type: RELATED<br>CONTENT RETRIEVAL; Quantity: 1.00 | 37.10  | 9461409 |
| 07/11/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES;<br>Quantity: 2.00                    | 22.33  | 9461410 |
| 07/11/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 1.00   | 2.07   | 9461411 |
| 07/11/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: TOC DOCUMENT<br>LINKS; Quantity: 3.00          | 5.16   | 9461412 |
| 07/26/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES;<br>Quantity: 1.00                    | 10.57  | 9472709 |
| 07/27/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE<br>DOCUMENT RETRIEVAL; Quantity: 5.00   | 9.79   | 9472710 |
| 07/27/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: TOC DOCUMENT<br>LINKS; Quantity: 1.00          | 1.63   | 9472711 |
| 07/27/2012 | Lexis   | Y | Service: SHEPARD'S SERVICE; Charge Type: LEGAL CITATION<br>SERVICES; Quantity: 1.00        | 1.00   | 9472712 |
| 08/08/2012 | Lexis   | Y | Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES;<br>Quantity: 1.00                    | 9.54   | 9482997 |

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|            |                   |  |        |         |
|------------|-------------------|--|--------|---------|
| 08/22/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE DOCUMENT RETRIEVAL; Quantity: 1.00  | 2.10   | 9493021 |
| 08/28/2012 | Court Fees        | Y PAYEE: Anderson County Clerk of Court; REQUEST#: 472408; DATE: 8/28/2012. - Filing fees for Motion for Partial Summary Judgment as to Preston's Counterclaims and Motion for Summary Judgment as to Plaintiff's Claims | 50.00  | 9492313 |
| 08/28/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES; Quantity: 5.00   | 69.49  | 9498866 |
| 08/28/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE DOCUMENT RETRIEVAL; Quantity: 7.00  | 14.46  | 9498867 |
| 08/28/2012 | Postage           | Y Postage  | 2.50   | 9501675 |
| 08/28/2012 | Witness fees      | Y PAYEE: Tom Beckwith; REQUEST#: 472382; DATE: 8/28/2012. - Witness fee and mileage for deposition   | 36.00  | 9492208 |
| 08/28/2012 | Witness fees      | Y PAYEE: Dan Harvell; REQUEST#: 472384; DATE: 8/28/2012. - Witness fee and mileage for deposition  | 40.40  | 9492210 |
| 08/28/2012 | Witness fees      | Y PAYEE: Tommy Dunn; REQUEST#: 472390; DATE: 8/28/2012. - Witness fee and mileage for deposition   | 31.60  | 9492212 |
| 08/28/2012 | Witness fees      | Y PAYEE: Eddie Moore; REQUEST#: 472395; DATE: 8/28/2012. - Witness fee and mileage   | 37.10  | 9492234 |
| 08/29/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES; Quantity: 2.00   | 27.80  | 9498868 |
| 08/29/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE DOCUMENT RETRIEVAL; Quantity: 4.00  | 8.27   | 9498869 |
| 08/29/2012 | Postage           | Y Postage  | 1.35   | 9501685 |
| 08/29/2012 | Postage           | Y Postage  | 1.35   | 9501697 |
| 08/29/2012 | Postage           | Y Postage  | 5.95   | 9501698 |
| 08/29/2012 | Postage           | Y Postage  | 6.00   | 9501699 |
| 08/30/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE DOCUMENT RETRIEVAL; Quantity: 1.00  | 2.07   | 9498870 |
| 09/07/2012 | Service           | Y VENDOR: Upstate Legal Process Service, Inc.; INVOICE#: 52-12; DATE: 9/7/2012 - Service of deposition notices and subpoenas   | 470.00 | 9501744 |
| 09/07/2012 | Telephone         | Y 1-864-224-2111   | 0.15   | 9502012 |
| 09/10/2012 | Courier - In      | Y Courier charge   | 55.00  | 9515098 |
| 09/10/2012 | Telephone         | Y 1-864-260-4053   | 0.10   | 9502808 |
| 09/13/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES; Quantity: 2.00   | 25.64  | 9508236 |
| 09/13/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE DOCUMENT RETRIEVAL; Quantity: 1.00  | 1.91   | 9508237 |
| 09/17/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SEARCHES; Quantity: 2.00   | 24.47  | 9513043 |
| 09/24/2012 | Computer Services | Y Computer Services  | 9.90   | 9514133 |
| 09/24/2012 | CopyOut           | Y VENDOR: Legal Eagle, Inc.; INVOICE#: 69090; DATE: 9/24/2012 - Copy charge  | 176.43 | 9511788 |
| 09/25/2012 | Computer Services | Y Computer Services  | 52.50  | 9514140 |
| 09/27/2012 | Court Reporters   | Y VENDOR: Gallagher Court Reporting, Inc.; INVOICE#: RD20317;  | 816.65 | 9515008 |

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|            |                   |  |        |         |
|------------|-------------------|--|--------|---------|
| 08/31/2011 | Computer Services | Y Computer Services  | 22.50  | 9240431 |
| 09/01/2011 | Telephone         | Y 1-855-470-6171   | 0.05   | 9238421 |
| 09/05/2011 | Court Reporters   | Y VENDOR: APS Legal Ease; INVOICE#: 77569-0001; DATE: 9/6/2011 - Deposition of Michael Glenn Thompson                                | 356.60 | 9239759 |
| 09/05/2011 | Service           | Y VENDOR: DER Consulting, Inc.; INVOICE#: 1987; DATE: 9/6/2011 - Service of subpoena   | 112.20 | 9239762 |
| 09/07/2011 | Court Reporters   | Y VENDOR: APS Legal Ease; INVOICE#: 090211; DATE: 9/7/2011 - Depositions of Brown and Birmingham                                     | 182.00 | 9240555 |
| 09/07/2011 | Court Reporters   | Y VENDOR: Three Point Ohi, Inc.; INVOICE#: 27135; DATE: 9/7/2011 - Synched Deposition  | 204.05 | 9240569 |
| 09/13/2011 | CopyOut           | Y VENDOR: SC Law Enforcement Division; INVOICE#: 2000172330; DATE: 9/13/2011 - Documents responsive to subpoena                      | 47.00  | 9243813 |
| 09/30/2011 | Facsimile         | Y Telecopy charge  | 3.00   | 9256167 |
| 10/04/2011 | Postage           | Y Postage  | 1.32   | 9267279 |
| 10/21/2011 | Court Reporters   | Y VENDOR: APS Legal Ease; INVOICE#: 77896-0001; DATE: 10/21/2011 - Copy of William McAbee Deposition                                 | 362.60 | 9272979 |
| 10/25/2011 | Postage           | Y Postage  | 1.48   | 9288902 |
| 11/01/2011 | Court Reporters   | Y VENDOR: APS Legal Ease; INVOICE#: 77951-0001; DATE: 11/1/2011 - Deposition of Amy Plummer  | 205.70 | 9280774 |
| 11/18/2011 | Postage           | Y Postage  | 1.48   | 9298769 |
| 11/18/2011 | Travel            | Y VENDOR: Lane W. Davis; INVOICE#: 111511-2; DATE: 11/18/2011 - Travel to/from Columbia on 11/14/11 for deposition of Heather Jones. | 113.30 | 9294832 |
| 12/02/2011 | Court Fees        | Y PAYEE: Anderson County Clerk of Court; REQUEST#: 441823; DATE: 12/2/2011. - Filing fee for motion                                  | 25.00  | 9303246 |
| 12/02/2011 | Court Fees        | Y PAYEE: Anderson County Clerk of Court; REQUEST#: 441833; DATE: 12/2/2011. - Filing fee for motion                                  | 25.00  | 9303283 |
| 12/02/2011 | Postage           | Y Postage  | 3.38   | 9306454 |
| 12/09/2011 | Court Reporters   | Y VENDOR: APS Legal Ease; INVOICE#: 78185-0001; DATE: 12/9/2011 - Deposition of William McAbee                                       | 167.00 | 9306977 |
| 12/09/2011 | Court Reporters   | Y VENDOR: National Depo; INVOICE#: NC120262; DATE: 12/9/2011 - Deposition of Heather Jones   | 551.50 | 9307002 |
| 12/30/2011 | CopyOut           | Y VENDOR: Legal Eagle, Inc.; INVOICE#: 67932; DATE: 12/30/2011 - Copy charge   | 113.63 | 9317197 |
| 01/17/2012 | Postage           | Y Postage  | 1.76   | 9333269 |
| 01/18/2012 | Court Reporters   | Y VENDOR: Gallagher Court Reporting, Inc.; INVOICE#: TK18460; DATE: 1/18/2012 - Deposition of Thomas Allen                           | 736.05 | 9331791 |
| 02/08/2012 | Court Reporters   | Y VENDOR: Gallagher Court Reporting, Inc.; INVOICE#: TB18633; DATE: 2/8/2012 - Deposition of Robert Waldrep, Jr.                     | 916.25 | 9345575 |
| 02/21/2012 | Court Fees        | Y PAYEE: Anderson County Clerk of Court; REQUEST#: 451222; DATE: 2/21/2012. - filing fee   | 25.00  | 9352843 |
| 02/21/2012 | Facsimile         | Y Telecopy charge  | 1.00   | 9353322 |
| 02/23/2012 | Postage           | Y Postage  | 2.60   | 9360013 |
| 02/23/2012 | Postage           | Y Postage  | 1.50   | 9360016 |
| 03/28/2012 | Lexis             | Y Service: LEXIS LEGAL SERVICES; Charge Type: SINGLE   | 2.39   | 9381553 |

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|            |                   |   |                   |         |
|------------|-------------------|---|-------------------|---------|
| 09/28/2012 | -<br>Witness fees | DATE: 9/27/2012 - Depositions of Thomas Beckwith and Daniel<br>Harvell<br>Y PAYEE: Larry Brent Moore; REQUEST#: 476228; DATE: 9/28/2012.<br>- Witness Fee | 35.00             | 9516081 |
|            |                   | Total Costs   | <u>\$9,460.59</u> |         |

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

**LEGAL SERVICES  
AND FEE AGREEMENT  
(HOURLY/RETAINER)**

1. RETAINER AGREEMENT:

**IN CONSIDERATION OF THE LEGAL SERVICES TO BE RENDERED AND LEGAL ADVICE TO BE PROVIDED**, according to the following paragraphs, the undersigned client(s), **Joey R. Preston**, retains the **UPSTATE LAW GROUP, LLC** (hereinafter "the law firm") to represent him in connection with litigation against the County of Anderson.

2. POWER TO SETTLE:

The attorney(s) accept said employment and are authorized to prosecute and pursue such claims on the client's behalf and to effect a compromise, subject to client's approval, and to institute such legal action as may be advisable in the attorney(s)' judgment to enforce client(s)' rights. The attorney will not settle client's case without client's approval.

3. A. ATTORNEY'S FEE:

Client shall be charged fees for work on client's behalf according to the following calculations:

\$220.00 per hour for attorney time  
\$100.00 per hour for law clerk time  
\$87.50 per hour for paralegal time.

Additionally, client shall pay all costs incurred in this action as detailed in Item 4 below

**CLIENT IS RESPONSIBLE FOR PAYING ALL ATTORNEY'S FEES INCURRED ON HIS/HER BEHALF AND WILL BE BILLED MONTHLY FOR PAYMENT OF SUCH. FAILURE TO PAY FEES WITHIN 15 DAYS OF RECEIPT OF A COST BILL IS GROUNDS FOR THE ATTORNEY TO WITHDRAW AS COUNSEL ON THE CASE. FURTHER, I UNDERSTAND THAT MY ACCOUNT MUST BE PAID IN FULL PRIOR TO ANY SCHEDULED COURT OR ADMINISTRATIVE PROCEEDINGS.**

B. SCOPE OF REPRESENTATION:

This agreement applies only to the attorney's services through a period ending with a final decision, verdict, or judgment of the South Carolina Court of Common Pleas, trial agency or trial tribunal. If any appeal is taken from any such court, tribunal or agency, then an increase in attorney fees must be negotiated for further services to be performed in the form of an increase in the contingency percentage, an additional flat fee or other similar suitable arrangement. If no agreement for additional services is reached, then the client is deemed to have terminated the attorney.



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4. COSTS:

CLIENT IS RESPONSIBLE FOR PAYING ALL COSTS INCURRED ON HIS/HER BEHALF AND WILL BE BILLED MONTHLY FOR PAYMENT OF SUCH. FAILURE TO PAY COSTS WITHIN 15 DAYS OF RECEIPT OF A COST BILL IS GROUNDS FOR THE ATTORNEY TO WITHDRAW AS COUNSEL ON THE CASE. A "cost" related to a law case is money expended, paid, or charged or payable to a third person for something related to the law case. Costs do not include attorney's fees and are separate from and in addition to attorney's fees. The costs of your lawsuit may be advanced by the law firm and any costs advanced by the firm shall be paid upon invoice. Further, any unpaid amounts shall be permitted to be distributed of any monies received by any settlement, judgment or otherwise and costs are in addition to any fees payable. Unpaid costs may also be deducted by the law firm from the client's portion of the monies disbursed. Costs are the responsibility of the client, regardless of the outcome of the case.

Costs include, but are not limited to, the following: a) postage, b) photocopy expenses, c) photography expenses, d) facsimile expenses, e) telephone and long distance expenses, f) expenses associated with mediation/arbitration, g) overnight express charges, h) deposition charges, i) expert witness charges, j) filing and other fees paid to courts, k) process server and other service related charges l) medical records procurement fees, m) doctor(s)' charges for opinions and any other monies paid to third persons as a part of your case, and n) mileage, lodging and travel costs, including hotel, airfare, meals, etc. The foregoing is not an exhaustive list of costs. Certainly, you will likely not incur all of the above costs. You will be provided monthly a bill detailing all costs incurred and charged to the file and advanced by the law firm. Monthly cost bills are payable upon receipt and in every case should be paid no more than 15 days from receipt by client.

If the firm, in its' discretion, borrows money from a lending or similar institution to finance the costs of your case, the interest on the borrowed funds shall also become a cost advanced by the firm to be reimbursed by you. You will be given notice and periodic accountings of the funds so utilized for costs and interest accrued.

5. INTEREST:

All bills are due and payable within 15 days after receipt. Failure to pay any bill within 30 days of receipt will incur interest charges at the rate of 1% per month of the outstanding balance per 30 days overdue.

6. TAX ADVICE:

Law firm hereby represents that no member of the firm or its' staff is competent to provide tax advice to you regarding taxation issues on any settlement or judgment proceeds or any other monies you may receive. If you have any questions regarding whether or not the monies you seek and may receive will be taxable or to what extent they will be taxable you should consult an appropriate tax professional for such advice.

7. ASSOCIATE COUNSEL:

You authorize the law firm to associate other attorneys with the law firm in the prosecution of your claim. That attorney will usually be just as responsible for your case as is the law firm. The law firm and any associate attorney(s) may agree amongst themselves as to how any fees paid pursuant to this contract will be split between them. In no event will the existence of any associate counsel who acts with the law firm in the prosecution of your claim affect the amount of fees you pay under this contract. The amount of fees you pay is limited to the above and any agreement between associate counsel and the law firm will be based upon the specific fee set forth above and will be decided between the law firm and associate counsel.

8. ATTORNEY(S) RIGHT TO WITHDRAW:

The attorney(s) may, consistent with rules promulgated by the South Carolina Supreme Court and with any order of a court or tribunal, withdraw at any time by giving a reasonable written notice. If the attorney(s) withdraws, the attorney(s) shall be reimbursed for any and all costs advanced and fees incurred. Client agrees to provide and maintain current address and employment telephone information with the firm, to promptly return letters and or telephone calls requesting contact and to meet with the attorney(s) as requested. Client agrees to consider all facts, advice, and recommendations of the attorney in making decisions regarding the case or matter. Any failure of the client to abide by those provisions shall be deemed by the law firm as a consent to withdrawal.

9. CLIENT'S RIGHT TO TERMINATE AGREEMENT:

As a client, you have a right, at any time you become dissatisfied with the law firm's service to inform the law firm that its' services are no longer needed and that you wish to terminate this contract. In the event that you wish to terminate the relationship with the law firm, you will be required to sign a written acknowledgement that the law firm will not serve as your attorneys' of record any longer and release the law firm of further obligations and you will be required to sign a consent order for submission to an appropriate court or tribunal relieving attorneys as counsel before your file will be released to you. Should the client terminate the relationship hereunder then the client shall be responsible for paying any costs advanced on the file and fees incurred on behalf of client to the point of the termination before the attorney shall be required to release the file.

10. FILE STORAGE POLICY:

Due to the limited storage facilities and volume of cases handled by the law firm the law firm hereby sets forth its' file storage and retention policy as follows. Your file will be maintained by the law firm for a period of no less than six (6) years or as provided by the South Carolina Rules of Professional Responsibility. Thereafter, it is subject to destruction without notice to client. For approximately one (1) year after your case is closed, it will be kept on-site at the law firm's offices. Thereafter, it will be kept at a storage facility. At some point after expiration of the six (6) year period, your file will be destroyed. You have a right to request a copy of your file or any original documents belonging to you at any point during the pendency of your case or subsequent to the conclusion of your case until your file is destroyed. However, should you request a copy

subsequent to the conclusion of your case then the law firm has a right, to be exercised in its' sole discretion, to request that you pay a reasonable copying fee. You will only be asked to pay a reasonable copying fee if your file is voluminous.


11. ASSIGNMENT:

By signing below, client hereby irrevocably grants and assigns to the law firm of Upstate Law Group, LLC its fees as outlined in this contract and agrees that this assignment is irrevocable and enforceable against any and all rights client has to any benefits or monies that may be paid to client or on client's behalf as a result of any Court Order awarding fees and costs.

The assignment shall supersede and be superior to any and all assignments previously executed by client to any individual or entity relating to the same benefits or monies. This assignment cannot be revoked by client after client's case has been settled, tried or at such point as monies or benefits have been procured for client or on client's behalf.

Signed this 17th day of November, 2009

  
\_\_\_\_\_  
Client

  
\_\_\_\_\_  
Upstate Law Group, LLC

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

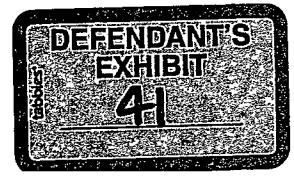
|               |           |
|---------------|-----------|
| Invoice Date: | 12/9/2009 |
| Due Date:     | 12/9/2009 |
| Case:         |           |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced   | Item | Description | Hours/Qty | Rate  | Amount |
|------------|------|-------------|-----------|-------|--------|
| 11/20/2009 |      | [REDACTED]  |           | 17.25 | 17.25  |

|                    |          |
|--------------------|----------|
| <b>Total</b>       | \$17.25  |
| Payments/Credits   | \$-17.25 |
| <b>Balance Due</b> | \$0.00   |

We accept Check/Cash/Visa/MC



JP\_SUPP 00681

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 1/12/2010              |
| Due Date:     | 1/12/2010              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced           | Item                 | Description | Hours/Qty | Rate   | Amount |
|--------------------|----------------------|-------------|-----------|--------|--------|
| 11/11/2009         | Research             |             | 0.30      | 220.00 | 66.00  |
| 11/11/2009         | Drafting             |             | 0.75      | 220.00 | 165.00 |
| 11/12/2009         | Preparation          |             | 0.75      | 220.00 | 165.00 |
| 11/12/2009         | Email                |             | 0.10      | 220.00 | 22.00  |
| 11/13/2009         | Preparation          |             | 1.60      | 220.00 | 352.00 |
| 11/13/2009         | Review               |             | 0.20      | 220.00 | 44.00  |
| 11/13/2009         | Case Management      |             | 0.40      | 220.00 | 88.00  |
| 11/16/2009         | Preparation          |             | 2.80      | 220.00 | 616.00 |
| 11/16/2009         | Client Meeting       |             | 0.90      | 220.00 | 198.00 |
| 11/16/2009         | Preparation          |             | 0.75      | 220.00 | 165.00 |
| 11/16/2009         | Email                |             | 0.10      | 220.00 | 22.00  |
| 11/16/2009         | Case Management      |             | 0.20      | 220.00 | 44.00  |
| 11/16/2009         | Revise               |             | 0.20      | 220.00 | 44.00  |
| 11/23/2009         | Client Meeting       |             | 2.50      | 220.00 | 550.00 |
| 11/24/2009         | Case Management      |             | 0.20      | 220.00 | 44.00  |
| 11/24/2009         | Preparation          |             | 0.20      | 220.00 | 44.00  |
| 11/24/2009         | Send                 |             | 0.10      | 220.00 | 22.00  |
| 11/24/2009         | Send                 |             | 0.10      | 220.00 | 22.00  |
| 11/27/2009         | Preparation          |             | 0.10      | 220.00 | 22.00  |
| 11/30/2009         | Email                |             | 0.10      | 220.00 | 22.00  |
| 12/3/2009          | Telephone Conference |             | 0.40      | 220.00 | 88.00  |
| 12/3/2009          | Email                |             | 0.30      | 220.00 | 66.00  |
| 12/3/2009          | Review               |             | 0.20      | 220.00 | 44.00  |
| 12/9/2009          | Preparation          |             | 0.20      | 220.00 | 44.00  |
| 12/9/2009          | Email                |             | 0.10      | 220.00 | 22.00  |
| 12/10/2009         | Revise               |             | 0.20      | 220.00 | 44.00  |
| 12/11/2009         | Preparation          |             | 0.20      | 220.00 | 44.00  |
| <b>Total</b>       |                      |             |           |        |        |
| Payments/Credits   |                      |             |           |        |        |
| <b>Balance Due</b> |                      |             |           |        |        |

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 1/12/2010              |
| Due Date:     | 1/12/2010              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                     | Item                 | Description | Hours/Qty | Rate                    | Amount      |
|------------------------------|----------------------|-------------|-----------|-------------------------|-------------|
| 12/12/2009                   | Review               |             | 0.20      | 220.00                  | 44.00       |
| 12/12/2009                   | Telephone Conference |             | 0.30      | 220.00                  | 66.00       |
| 12/14/2009                   | Review               |             | 0.10      | 220.00                  | 22.00       |
| 12/15/2009                   | Client Meeting       |             | 0.50      | 220.00                  | 110.00      |
| 12/16/2009                   | Review               |             | 0.30      | 220.00                  | 66.00       |
| 12/17/2009                   | Review               |             | 0.30      | 220.00                  | 66.00       |
| 12/21/2009                   | Review               |             | 0.10      | 220.00                  | 22.00       |
| 1/4/2009                     | Email                |             | 0.10      | 220.00                  | 22.00       |
| 1/5/2010                     | Review               |             | 0.30      | 220.00                  | 66.00       |
| 1/7/2010                     | Client Meeting       |             | 2.60      | 220.00                  | 572.00      |
| 1/10/2010                    | Client Meeting       |             | 5.50      | 220.00                  | 1,210.00    |
| 1/10/2010                    | Case Managment       |             |           | 177.79                  | 177.79      |
|                              | Case Management      |             |           | 35.00                   | 35.00       |
| <b>Total</b>                 |                      |             |           |                         | \$5,547.79  |
| We accept Check/Cash/Visa/MC |                      |             |           | <b>Payments/Credits</b> | \$-5,547.79 |
|                              |                      |             |           | <b>Balance Due</b>      | \$0.00      |

**Upstate Law Group, LLC**

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

**Invoice**

|                               |
|-------------------------------|
| <b>Invoice Date:</b> 3/1/2010 |
| <b>Due Date:</b> 3/1/2010     |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Item        | Description                 | Hours/Qty | Rate  | Amount |
|-------------|-----------------------------|-----------|-------|--------|
| Reimb Group | Preston                     |           | 23.52 | 23.52  |
|             | Preston                     |           | 52.12 | 52.12  |
|             | Preston                     |           | 68.53 | 68.53  |
|             | research                    |           | 24.62 | 24.62  |
|             | Total Reimbursable Expenses |           |       | 168.79 |

|                         |           |
|-------------------------|-----------|
| <b>Total</b>            | \$168.79  |
| <b>Payments/Credits</b> | \$-168.79 |
| <b>Balance Due</b>      | \$0.00    |

We accept Check/Cash/Visa/MC

JP\_SUPP 00684

**Upstate Law Group, LLC**

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

**Invoice**

|                         |
|-------------------------|
| Invoice Date: 5/20/2010 |
| Due Date: 5/20/2010     |

|   |
|---|
| <b>Bill To:</b><br>Mr. Joey R. Preston<br>PO Box 2937<br>Anderson, SC 29622 |
|---|

| Item        | Description                 | Hours/Qty | Rate   | Amount |
|-------------|-----------------------------|-----------|--------|--------|
| Reimb Group | research                    |           | 196.87 | 196.87 |
|             | research                    |           | 128.93 | 128.93 |
|             | filing fee                  |           | 135.00 | 135.00 |
|             | Total Reimbursable Expenses |           |        | 460.80 |

|                         |           |
|-------------------------|-----------|
| <b>Total</b>            | \$460.80  |
| <b>Payments/Credits</b> | \$-460.80 |
| <b>Balance Due</b>      | \$0.00    |

We accept Check/Cash/Visa/MC

JP\_SUPP 00685

**Upstate Law Group, LLC**

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

**Invoice**

|                         |
|-------------------------|
| Invoice Date: 6/11/2010 |
| Due Date: 5/31/2010     |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Item        | Description                 | Hours/Qty | Rate   | Amount |
|-------------|-----------------------------|-----------|--------|--------|
| Reimb Group | court reporting             |           | 557.10 | 557.10 |
|             | research                    |           | 125.67 | 125.67 |
|             | Total Reimbursable Expenses |           |        | 682.77 |

|                         |                  |
|-------------------------|------------------|
| <b>Total</b>            | <b>\$682.77</b>  |
| <b>Payments/Credits</b> | <b>\$-682.77</b> |
| <b>Balance Due</b>      | <b>\$0.00</b>    |

We accept Check/Cash/Visa/MC

JP\_SUPP 00686

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |           |
|---------------|-----------|
| Invoice Date: | 6/18/2010 |
| Due Date:     | 6/18/2010 |
| Case:         |           |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item               | Description | Hours/Qty | Rate               | Amount   |
|-----------|--------------------|-------------|-----------|--------------------|----------|
| 6/11/2010 |                    | copies      |           | 0.86               | 0.86     |
| 6/17/2010 | Paralegal Research |             | 0.5       | 87.50              | 43.75    |
|           |                    |             |           | <b>Total</b>       | \$44.61  |
|           |                    |             |           | Payments/Credits   | \$-44.61 |
|           |                    |             |           | <b>Balance Due</b> | \$0.00   |

We accept Check/Cash/Visa/MC

JP\_SUPP 00687

002555

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 8/12/2010              |
| Due Date:     | 8/12/2010              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item                 | Description | Hours/Qty | Rate                    | Amount      |
|-----------|----------------------|-------------|-----------|-------------------------|-------------|
| 1/11/2010 | Review               |             | 0.30      | 220.00                  | 66.00       |
| 1/12/2010 | Meeting              |             | 2.80      | 220.00                  | 616.00      |
| 1/14/2010 | Meeting              |             | 2.90      | 220.00                  | 638.00      |
| 1/21/2010 | Telephone Conference |             | 0.75      | 220.00                  | 165.00      |
| 2/5/2010  | Meeting              |             | 2.20      | 220.00                  | 484.00      |
| 2/9/2010  | Travel               |             | 4.80      | 220.00                  | 1,056.00    |
| 2/26/2010 | Preparation          |             | 0.90      | 220.00                  | 198.00      |
| 8/10/2010 | Review               |             | 0.75      | 220.00                  | 165.00      |
|           |                      |             |           | <b>Total</b>            | \$3,388.00  |
|           |                      |             |           | <b>Payments/Credits</b> | \$-3,388.00 |
|           |                      |             |           | <b>Balance Due</b>      | \$0.00      |

We accept Check/Cash/Visa/MC

JP\_SUPP 00688

002556

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 9/2/2010               |
| Due Date:     | 9/2/2010               |
| Case:         | C.A.No.2009-CP-04-4482 |

|   |
|---|
| Bill To:  |
| Mr. Joey R. Preston<br>PO Box 2337.<br>Anderson, SC 29622 |

| Serviced  | Item                  | Description | Hours/Qty | Rate   | Amount |
|-----------|-----------------------|-------------|-----------|--------|--------|
| 1/12/2010 | Paralegal Preparation |             | 0.50      | 125.00 | 62.50  |
| 2/8/2010  | Review                |             | 0.60      | 220.00 | 132.00 |
| 2/15/2010 | Review                |             | 0.50      | 220.00 | 110.00 |
| 2/15/2010 | Telephone Conference  |             | 0.30      | 220.00 | 66.00  |
| 2/24/2010 | Review                |             | 0.40      | 220.00 | 88.00  |
| 5/27/2010 | Travel                |             | 1.50      | 220.00 | 330.00 |
| 6/2/2010  | Telephone Conference  |             | 0.30      | 220.00 | 66.00  |
| 6/4/2010  | Telephone Conference  |             | 0.15      | 220.00 | 33.00  |
| 6/4/2010  | Telephone Conference  |             | 0.10      | 220.00 | 22.00  |
| 6/4/2010  | Telephone Conference  |             | 0.15      | 220.00 | 33.00  |
| 6/8/2010  | Telephone Conference  |             | 0.10      | 220.00 | 22.00  |
| 6/10/2010 | Telephone Conference  |             | 0.25      | 220.00 | 55.00  |
| 6/10/2010 | Telephone Conference  |             | 1.25      | 220.00 | 275.00 |
| 6/15/2010 | Travel                |             | 0.10      | 220.00 | 22.00  |
| 6/16/2010 | Telephone Conference  |             | 0.20      | 220.00 | 44.00  |
| 6/17/2010 | Review                |             | 0.20      | 220.00 | 44.00  |
| 6/17/2010 | Telephone Conference  |             | 0.15      | 220.00 | 33.00  |
| 6/17/2010 | Telephone Conference  |             | 0.30      | 220.00 | 66.00  |
| 6/17/2010 | Telephone Conference  |             | 0.50      | 220.00 | 110.00 |
| 6/17/2010 | Telephone Conference  |             | 0.30      | 220.00 | 66.00  |
| 6/21/2010 | Review                |             | 0.30      | 220.00 | 66.00  |
| 7/7/2010  | Email                 |             | 0.50      | 220.00 | 110.00 |
| 7/8/2010  | Email                 |             | 0.10      | 220.00 | 22.00  |
| 7/8/2010  | Telephone Conference  |             | 0.20      | 220.00 | 44.00  |
| 7/8/2010  | Telephone Conference  |             | 0.10      | 220.00 | 22.00  |
| 7/15/2010 | Telephone Conference  |             | 0.30      | 220.00 | 66.00  |
| 7/19/2010 | Research              |             | 2.50      | 220.00 | 550.00 |
| 7/25/2010 | Travel                |             | 0.10      | 220.00 | 22.00  |
| 7/26/2010 | Review                |             | 0.10      | 220.00 | 22.00  |
| 8/9/2010  | Review                |             | 0.10      | 220.00 | 22.00  |
| 8/10/2010 | Email                 |             | 0.20      | 220.00 | 44.00  |

**Total**

Payments/Credits

Balance Due

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 9/2/2010               |
| Due Date:     | 9/2/2010               |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item    | Description | Hours/Qty               | Rate   | Amount      |
|-----------|---------|-------------|-------------------------|--------|-------------|
| 8/11/2010 | Email   |             | 0.60                    | 220.00 | 132.00      |
| 8/12/2010 | Review  |             | 0.10                    | 220.00 | 22.00       |
| 8/19/2010 | Meeting |             | 2.60                    | 220.00 | 572.00      |
| 9/1/2010  | Meeting |             | 2.25                    | 220.00 | 495.00      |
|           |         |             | <b>Total</b>            |        | \$3,802.50  |
|           |         |             | <b>Payments/Credits</b> |        | \$-3,802.50 |
|           |         |             | <b>Balance Due</b>      |        | \$0.00      |

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 9/20/2010              |
| Due Date:     | 9/20/2010              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced     | Item                 | Description | Hours/Qty | Rate   | Amount   |
|--------------|----------------------|-------------|-----------|--------|----------|
| 9/3/2010     | Telephone Conference |             | 0.30      | 220.00 | 66.00    |
| 9/3/2010     | Research             |             | 0.50      | 220.00 | 110.00   |
| 9/3/2010     | Email                |             | 0.60      | 220.00 | 132.00   |
| 9/3/2010     | Research             |             | 0.75      | 220.00 | 165.00   |
| 9/6/2010     | Case Managment       |             | 0.30      | 220.00 | 66.00    |
| 9/9/2010     | Telephone Conference |             | 0.20      | 220.00 | 44.00    |
| 9/15/2010    | Telephone Conference |             | 0.25      | 220.00 | 55.00    |
| 9/15/2010    | Telephone Conference |             | 0.25      | 220.00 | 55.00    |
| 9/15/2010    | Telephone Conference |             | 0.50      | 220.00 | 110.00   |
| <b>Total</b> |                      |             |           |        | \$803.00 |

We accept Check/Cash/Visa/MC

|                  |           |
|------------------|-----------|
| Payments/Credits | \$-803.00 |
| Balance Due      | \$0.00    |

JP\_SUPP 00691

002559

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 10/26/2010             |
| Due Date:     | 10/26/2010             |
| Case:         | C.A.No 2009-CP-04-4482 |

|   |
|---|
| Bill To:  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC, 29622 |

| Serviced     | Item | Description | Hours/Qty | Rate  | Amount  |
|--------------|------|-------------|-----------|-------|---------|
| 9/30/2010    |      |             |           | 32.58 | 32.58   |
| <b>Total</b> |      |             |           |       | \$32.58 |

We accept Check/Cash/Visa/MC

|                         |          |
|-------------------------|----------|
| <b>Total</b>            | \$32.58  |
| <b>Payments/Credits</b> | \$-32.58 |
| <b>Balance Due</b>      | \$0.00   |

JP\_SUPP 00692

002560

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

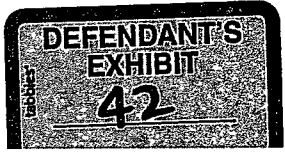
|               |                        |
|---------------|------------------------|
| Invoice Date: | 1/31/2011              |
| Due Date:     | 1/31/2011              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced     | Item               | Description | Hours/Qty | Rate   | Amount  |
|--------------|--------------------|-------------|-----------|--------|---------|
| 1/31/2011    | Paralegal Research | [REDACTED]  | 0.5       | 100.00 | 50.00   |
| <b>Total</b> |                    |             |           |        | \$50.00 |

|                         |          |
|-------------------------|----------|
| <b>Total</b>            | \$50.00  |
| <b>Payments/Credits</b> | \$-50.00 |
| <b>Balance Due</b>      | \$0.00   |

We accept Check/Cash/Visa/MC



JP\_SUPP 00694

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |          |
|---------------|----------|
| Invoice Date: | 2/1/2011 |
| Due Date:     | 2/1/2011 |
| Case:         |          |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced     | Item        | Description                 | Hours/Qty | Rate  | Amount   |
|--------------|-------------|-----------------------------|-----------|-------|----------|
| 10/31/2010   | Reimb Group | research                    |           | 14.80 | 14.80    |
| 11/30/2010   |             | research                    |           | 85.48 | 85.48    |
|              |             | Total Reimbursable Expenses |           |       |          |
| <b>Total</b> |             |                             |           |       | \$100.28 |

We accept Check/Cash/Visa/MC

|                  |           |
|------------------|-----------|
| Payments/Credits | \$-100.28 |
| Balance Due      | \$0.00    |

JP\_SUPP 00695

002562

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |          |
|---------------|----------|
| Invoice Date: | 2/1/2011 |
| Due Date:     | 2/1/2011 |
| Case:         |          |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Served       | Item                  | Description | Hours/Qty | Rate  | Amount |
|--------------|-----------------------|-------------|-----------|-------|--------|
| 1/21/2011    | Paralegal Preparation |             | 0.1       | 87.50 | 8.75   |
| <b>Total</b> |                       |             |           |       | \$8.75 |

|                    |         |
|--------------------|---------|
| Payments/Credits   | \$-8.75 |
| <b>Balance Due</b> | \$0.00  |

We accept Check/Cash/Visa/MC

JP\_SUPP 00696

002563

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 4/20/2011              |
| Due Date:     | 4/20/2011              |
| Case:         | C.A No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item        | Description | Hours/Qty    | Rate   | Amount     |
|-----------|-------------|-------------|--------------|--------|------------|
| 4/19/2011 | Preparation |             | 5.6          | 220.00 | 1,232.00   |
| 4/20/2011 | Preparation |             | 1.0          | 220.00 | 220.00     |
|           |             |             | <b>Total</b> |        | \$1,452.00 |

We accept Check/Cash/Visa/MC

|                    |                 |
|--------------------|-----------------|
| Payments/Credits   | \$-1,155.00     |
| <b>Balance Due</b> | <b>\$297.00</b> |

JP\_SUPP 00697

002564

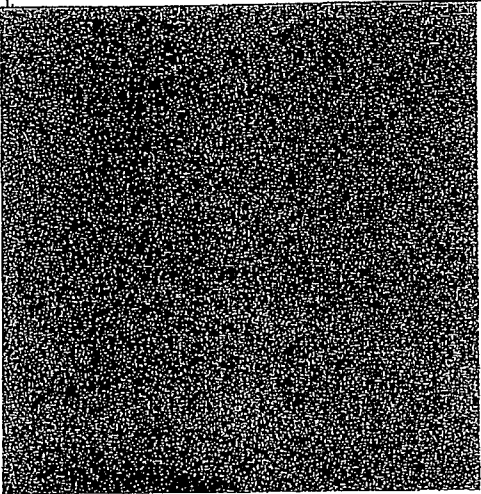
Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/5/2011               |
| Due Date:     | 5/5/2011               |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced     | Item                  | Description   | Hours/Qty | Rate  | Amount   |
|--------------|-----------------------|---|-----------|-------|----------|
| 4/18/2011    | Paralegal Preparation |  | 2.5       | 87.50 | 218.75   |
| <b>Total</b> |                       |   |           |       | \$218.75 |

We accept Check/Cash/Visa/MC

|                    |           |
|--------------------|-----------|
| Payments/Credits   | \$-218.75 |
| <b>Balance Due</b> | \$0.00    |

JP\_SUPP 00698

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |          |
|---------------|----------|
| Invoice Date: | 8/2/2011 |
| Due Date:     | 8/2/2011 |
| Case:         |          |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item             | Description | Hours/Qty               | Rate  | Amount  |
|-----------|------------------|-------------|-------------------------|-------|---------|
| 7/22/2011 | Paralegal Review | [REDACTED]  | 0.1                     | 87.50 | 8.75    |
|           |                  |             | <b>Total</b>            |       | \$8.75  |
|           |                  |             | <b>Payments/Credits</b> |       | \$-8.75 |
|           |                  |             | <b>Balance Due</b>      |       | \$0.00  |

We accept Check/Cash/Visa/MC

JP\_SUPP 00699

002566

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |          |
|---------------|----------|
| Invoice Date: | 8/2/2011 |
| Due Date:     | 8/2/2011 |
| Case:         |          |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item        | Description | Hours/Qty | Rate  | Amount |
|-----------|-------------|-------------|-----------|-------|--------|
| 2/28/2011 | Reimb Group | research    |           | 19.79 | 19.79  |
| 3/31/2011 |             | research    |           | 56.52 | 56.52  |
| 3/31/2011 |             | research    |           |       |        |
| 7/6/2011  |             |             |           |       |        |
| 7/8/2011  |             |             |           |       |        |

|                         |           |
|-------------------------|-----------|
| <b>Total</b>            | \$133.01  |
| <b>Payments/Credits</b> | -\$133.01 |
| <b>Balance Due</b>      | \$0.00    |

We accept Check/Cash/Visa/MC

JP\_SUPP 00700

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |          |
|---------------|----------|
| Invoice Date: | 8/9/2011 |
| Due Date:     | 8/9/2011 |
| Case:         |          |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item                  | Description | Hours/Qty | Rate                    | Amount    |
|-----------|-----------------------|-------------|-----------|-------------------------|-----------|
| 7/31/2011 |                       | research    |           | 116.57                  | 116.57    |
| 7/26/2011 | Paralegal Review      |             | 0.2       | 87.50                   | 17.50     |
| 8/2/2011  | Paralegal Case Travel |             | 0.3       | 87.50                   | 26.25     |
| 8/4/2011  | Paralegal Preparation |             | 0.5       | 87.50                   | 43.75     |
|           |                       |             |           | <b>Total</b>            | \$204.07  |
|           |                       |             |           | <b>Payments/Credits</b> | \$-204.07 |
|           |                       |             |           | <b>Balance Due</b>      | \$0.00    |

We accept Check/Cash/Visa/MC

JP\_SUPP 00701

002568

**Upstate Law Group, LLC**

200 E. Main Street  
Easley, SC 29640  
(864) 835-3114

**Invoice**

|                        |
|------------------------|
| Invoice Date: 2/7/2012 |
| Due Date: 2/7/2012     |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Item        | Description | Hours/Qty | Rate  | Amount |
|-------------|-------------|-----------|-------|--------|
| Reimb Group |             |           | 79.50 | 79.50  |
|             |             |           | 89.50 | 89.50  |
|             |             |           |       | 169.00 |

|                         |           |
|-------------------------|-----------|
| <b>Total</b>            | \$169.00  |
| <b>Payments/Credits</b> | \$-169.00 |
| <b>Balance Due</b>      | \$0.00    |

We accept Check/Cash/Visa/MC

JP\_SUPP 00702

**Upstate Law Group, LLC**

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

**Invoice**

Invoice Date: 2/7/2012

Due Date: 2/7/2012

|   |
|---|
| <b>Bill To:</b><br>Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |
|---|

| Item        | Description                 | Hours/Qty | Rate  | Amount |
|-------------|-----------------------------|-----------|-------|--------|
| Reimb Group | copies                      |           | 60.82 | 60.82  |
|             | Lexis Nexis research        |           | 16.05 | 16.05  |
|             | research                    |           | 12.10 | 12.10  |
|             |                             |           | 13.58 | 13.58  |
|             | Total Reimbursable Expenses |           |       | 102.55 |

**Total** \$102.55

**Payments/Credits** \$-102.55

**Balance Due** \$0.00

We accept Check/Cash/Visa/MC

JP\_SUPP 00703

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |          |
|---------------|----------|
| Invoice Date: | 4/9/2012 |
| Due Date:     | 4/9/2012 |
| Case:         |          |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                | Item | Description | Hours/Qty | Rate  | Amount   |
|-------------------------|------|-------------|-----------|-------|----------|
| 4/4/2012                | PP   | [REDACTED]  | 0.5       | 87.50 | 43.75    |
| <b>Total</b>            |      |             |           |       | \$43.75  |
| <b>Payments/Credits</b> |      |             |           |       | \$-43.75 |
| <b>Balance Due</b>      |      |             |           |       | \$0.00   |

We accept Check/Cash/Visa/MC

JP\_SUPP 00704

Upstate Law Group, LLC

200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|                      |                        |
|----------------------|------------------------|
| <b>Invoice Date:</b> | 5/17/2012              |
| <b>Due Date:</b>     | 5/17/2012              |
| <b>Case:</b>         | C A.No.2009-CP-04-4482 |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item                 | Description | Hours/Qty               | Rate   | Amount |
|-----------|----------------------|-------------|-------------------------|--------|--------|
| 9/3/2010  | Client Meeting       |             | 1.10                    | 220.00 | 242.00 |
| 9/3/2010  | Email                |             | 0.20                    | 220.00 | 44.00  |
| 9/3/2010  | Telephone Conference |             | 0.10                    | 220.00 | 22.00  |
| 9/3/2010  | Telephone Conference |             | 0.75                    | 220.00 | 165.00 |
| 9/3/2010  | Research             |             | 1.40                    | 220.00 | 308.00 |
| 9/6/2010  | Research             |             | 0.60                    | 220.00 | 132.00 |
| 9/6/2010  | Email                |             | 0.20                    | 220.00 | 44.00  |
| 9/6/2010  | Telephone Conference |             | 0.50                    | 220.00 | 110.00 |
| 9/7/2010  | Research             |             | 0.60                    | 220.00 | 132.00 |
| 9/7/2010  | Attend Hearing       |             | 3.75                    | 220.00 | 825.00 |
| 9/7/2010  | Case Mileage         |             | 56.00                   | 0.505  | 28.28  |
| 9/7/2010  | Telephone Conference |             | 0.30                    | 220.00 | 66.00  |
| 9/9/2010  | Client Meeting       |             | 3.10                    | 220.00 | 682.00 |
| 9/9/2010  | Telephone Conference |             | 0.10                    | 220.00 | 22.00  |
| 9/13/2010 | Review               |             | 0.60                    | 220.00 | 132.00 |
| 9/13/2010 | Email                |             | 0.20                    | 220.00 | 44.00  |
| 9/16/2010 | Preparation          |             | 0.75                    | 220.00 | 165.00 |
| 9/17/2010 | Review               |             | 0.20                    | 220.00 | 44.00  |
| 9/17/2010 | Review               |             | 0.20                    | 220.00 | 44.00  |
| 9/17/2010 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 9/20/2010 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 9/20/2010 | Email                |             | 0.70                    | 220.00 | 154.00 |
| 9/21/2010 | Review               |             | 0.40                    | 220.00 | 88.00  |
| 9/23/2010 | Text                 |             | 0.10                    | 220.00 | 22.00  |
| 9/24/2010 | Email                |             | 0.50                    | 220.00 | 110.00 |
| 9/28/2010 | Email                |             | 0.40                    | 220.00 | 88.00  |
| 10/5/2010 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 10/7/2010 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 10/8/2010 | Review               |             | 0.30                    | 220.00 | 66.00  |
|           |                      |             | <b>Total</b>            |        |        |
|           |                      |             | <b>Payments/Credits</b> |        |        |
|           |                      |             | <b>Balance Due</b>      |        |        |

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                     | Item                 | Description | Hours/Qty        | Rate   | Amount |
|------------------------------|----------------------|-------------|------------------|--------|--------|
| 10/20/2010                   | Email                |             | 0.60             | 220.00 | 132.00 |
| 10/26/2010                   | Client Meeting       |             | 1.90             | 220.00 | 418.00 |
| 10/28/2010                   | Email                |             | 0.20             | 220.00 | 44.00  |
| 10/29/2010                   | Client Meeting       |             | 0.60             | 220.00 | 132.00 |
| 10/29/2010                   | Review               |             | 0.80             | 220.00 | 176.00 |
| 10/31/2010                   | Text                 |             | 0.20             | 220.00 | 44.00  |
| 11/1/2010                    | Email                |             | 0.20             | 220.00 | 44.00  |
| 11/5/2010                    | Meeting              |             | 1.75             | 220.00 | 385.00 |
| 11/5/2010                    | Case Mileage         |             | 24.00            | 0.505  | 12.12  |
| 11/8/2010                    | Email                |             | 0.20             | 220.00 | 44.00  |
| 11/9/2010                    | Text                 |             | 0.30             | 220.00 | 66.00  |
| 11/11/2010                   | Email                |             | 0.20             | 220.00 | 44.00  |
| 11/14/2010                   | Text                 |             | 0.10             | 220.00 | 22.00  |
| 11/16/2010                   | Email                |             | 0.20             | 220.00 | 44.00  |
| 11/16/2010                   | Text                 |             | 0.50             | 220.00 | 110.00 |
| 11/18/2010                   | Email                |             | 0.20             | 220.00 | 44.00  |
| 11/30/2010                   | Text                 |             | 0.10             | 220.00 | 22.00  |
| 12/4/2010                    | Email                |             | 0.10             | 220.00 | 22.00  |
| 12/9/2010                    | Email                |             | 0.10             | 220.00 | 22.00  |
| 12/14/2010                   | Email                |             | 0.10             | 220.00 | 22.00  |
| 12/16/2010                   | Email                |             | 0.10             | 220.00 | 22.00  |
| 12/17/2010                   | Text                 |             | 0.20             | 220.00 | 44.00  |
| 12/21/2010                   | Email                |             | 0.10             | 220.00 | 22.00  |
| 1/5/2011                     | Email                |             | 0.10             | 220.00 | 22.00  |
| 1/6/2011                     | Email                |             | 0.10             | 220.00 | 22.00  |
| 1/12/2011                    | Research             |             | 0.10             | 220.00 | 22.00  |
| 1/13/2011                    | Email                |             | 0.10             | 220.00 | 22.00  |
| 1/14/2011                    | Telephone Conference |             | 0.30             | 220.00 | 66.00  |
| 1/16/2011                    | Email                |             | 0.10             | 220.00 | 22.00  |
|                              |                      |             | <b>Total</b>     |        |        |
| We accept Check/Cash/Visa/MC |                      |             | Payments/Credits |        |        |
|                              |                      |             | Balance Due      |        |        |

Upstate Law Group, LLC

200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No 2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item                 | Description | Hours/Qty               | Rate   | Amount |
|-----------|----------------------|-------------|-------------------------|--------|--------|
| 1/17/2011 | Email                |             | 0.40                    | 220.00 | 88.00  |
| 1/19/2011 | Research             |             | 0.60                    | 220.00 | 132.00 |
| 1/20/2011 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 1/21/2011 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 1/21/2011 | Case Travel          |             | 0.50                    | 220.00 | 110.00 |
| 1/21/2011 | Case Mileage         |             | 56.00                   | 0.505  | 28.28  |
| 1/25/2011 | Email                |             | 0.40                    | 220.00 | 88.00  |
| 1/25/2011 | Telephone Conference |             | 1.00                    | 220.00 | 220.00 |
| 1/26/2011 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 1/26/2011 | Review               |             | 0.30                    | 220.00 | 66.00  |
| 1/27/2011 | Email                |             | 0.20                    | 220.00 | 44.00  |
| 1/28/2011 | Telephone Conference |             | 0.40                    | 220.00 | 88.00  |
| 1/28/2011 | Review               |             | 0.80                    | 220.00 | 176.00 |
| 1/30/2011 | Research             |             | 0.60                    | 0.00   | 0.00   |
| 1/30/2011 | Telephone Conference |             | 0.10                    | 220.00 | 22.00  |
| 1/30/2011 | Text                 |             | 0.20                    | 220.00 | 44.00  |
| 1/31/2011 | Attend Depositions   |             | 4.25                    | 220.00 | 935.00 |
| 1/31/2011 | Case Mileage         |             | 24.00                   | 0.505  | 12.12  |
| 2/1/2011  | Client Meeting       |             | 3.20                    | 220.00 | 704.00 |
| 2/2/2011  | Email                |             | 0.10                    | 220.00 | 22.00  |
| 2/3/2011  | Email                |             | 0.20                    | 220.00 | 44.00  |
| 2/4/2011  | Research             |             | 0.30                    | 220.00 | 66.00  |
| 2/7/2011  | Email                |             | 0.20                    | 220.00 | 44.00  |
| 2/18/2011 | Telephone Conference |             | 0.10                    | 220.00 | 22.00  |
| 2/18/2011 | Email                |             | 0.20                    | 220.00 | 44.00  |
| 2/20/2011 | Research             |             | 0.40                    | 220.00 | 88.00  |
| 2/20/2011 | Telephone Conference |             | 0.50                    | 220.00 | 110.00 |
| 2/21/2011 | Email                |             | 0.20                    | 220.00 | 44.00  |
|           |                      |             | <b>Total</b>            |        |        |
|           |                      |             | <b>Payments/Credits</b> |        |        |
|           |                      |             | <b>Balance Due</b>      |        |        |

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                     | Item                 | Description | Hours/Qty        | Rate   | Amount |
|------------------------------|----------------------|-------------|------------------|--------|--------|
| 2/22/2011                    | Telephone Conference |             | 0.40             | 220.00 | 88.00  |
| 2/23/2011                    | Email                |             | 0.25             | 220.00 | 55.00  |
| 2/23/2011                    | Research             |             | 0.30             | 220.00 | 66.00  |
| 2/24/2011                    | Email                |             | 0.10             | 220.00 | 22.00  |
| 2/28/2011                    | Email                |             | 0.30             | 220.00 | 66.00  |
| 3/1/2011                     | Email                |             | 0.10             | 220.00 | 22.00  |
| 3/2/2011                     | Email                |             | 0.10             | 220.00 | 22.00  |
| 3/3/2011                     | Telephone Conference |             | 0.10             | 220.00 | 22.00  |
| 3/5/2011                     | Email                |             | 0.20             | 220.00 | 44.00  |
| 3/6/2011                     | Email                |             | 0.10             | 220.00 | 22.00  |
| 3/8/2011                     | Text                 |             | 0.40             | 220.00 | 88.00  |
| 3/10/2011                    | Attend Hearing       |             | 2.35             | 220.00 | 517.00 |
| 3/10/2011                    | Case Mileage         |             | 56.00            | 0.505  | 28.28  |
| 3/14/2011                    | Email                |             | 0.10             | 220.00 | 22.00  |
| 3/15/2011                    | Text                 |             | 0.75             | 220.00 | 165.00 |
| 3/18/2011                    | Email                |             | 0.20             | 220.00 | 44.00  |
| 3/22/2011                    | Email                |             | 0.30             | 220.00 | 66.00  |
| 3/23/2011                    | Email                |             | 0.30             | 220.00 | 66.00  |
| 3/24/2011                    | Email                |             | 0.10             | 220.00 | 22.00  |
| 3/25/2011                    | Review               |             | 0.30             | 220.00 | 66.00  |
| 3/28/2011                    | Telephone Conference |             | 0.10             | 220.00 | 22.00  |
| 3/29/2011                    | Email                |             | 0.55             | 220.00 | 121.00 |
| 3/30/2011                    | Email                |             | 0.10             | 220.00 | 22.00  |
| 3/30/2011                    | Research             |             | 0.40             | 220.00 | 88.00  |
| 4/5/2011                     | Email                |             | 0.10             | 220.00 | 22.00  |
| 4/6/2011                     | Email                |             | 0.20             | 220.00 | 44.00  |
| 4/6/2011                     | Email                |             | 0.50             | 220.00 | 110.00 |
|                              |                      |             | <b>Total</b>     |        |        |
| We accept Check/Cash/Visa/MC |                      |             | Payments/Credits |        |        |
|                              |                      |             | Balance Due      |        |        |

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item                 | Description | Hours/Qty | Rate   | Amount |
|-----------|----------------------|-------------|-----------|--------|--------|
| 4/7/2011  | Email                |             | 0.10      | 220.00 | 22.00  |
| 4/11/2011 | Review               |             | 0.80      | 220.00 | 176.00 |
| 4/13/2011 | Email                |             | 0.30      | 220.00 | 66.00  |
| 4/14/2011 | Meeting              |             | 2.75      | 220.00 | 605.00 |
| 4/14/2011 | Case Mileage         |             | 24.00     | 0.505  | 12.12  |
| 4/14/2011 | Email                |             | 0.10      | 220.00 | 22.00  |
| 4/18/2011 | Review               |             | 0.40      | 220.00 | 88.00  |
| 4/19/2011 | Email                |             | 0.30      | 220.00 | 66.00  |
| 4/20/2011 | Preparation          |             | 4.30      | 220.00 | 946.00 |
| 4/20/2011 | Case Mileage         |             | 24.00     | 0.505  | 12.12  |
| 4/21/2011 | Review               |             | 0.40      | 220.00 | 88.00  |
| 4/22/2011 | Text                 |             | 0.10      | 220.00 | 22.00  |
| 4/27/2011 | Email                |             | 0.30      | 220.00 | 66.00  |
| 4/28/2011 | Research             |             | 0.40      | 220.00 | 88.00  |
| 4/28/2011 | Review               |             | 1.75      | 220.00 | 385.00 |
| 5/2/2011  | Client Meeting       |             | 3.30      | 220.00 | 726.00 |
| 5/3/2011  | Email                |             | 0.20      | 220.00 | 44.00  |
| 5/4/2011  | Text                 |             | 0.10      | 220.00 | 22.00  |
| 5/4/2011  | Email                |             | 0.65      | 220.00 | 143.00 |
| 5/6/2011  | Text                 |             | 0.45      | 220.00 | 99.00  |
| 5/9/2011  | Email                |             | 0.10      | 220.00 | 22.00  |
| 5/10/2011 | Meeting              |             | 2.90      | 220.00 | 638.00 |
| 5/10/2011 | Case Mileage         |             | 24.00     | 0.505  | 12.12  |
| 5/10/2011 | Meeting              |             | 3.60      | 220.00 | 792.00 |
| 5/10/2011 | Case Mileage         |             | 24.00     | 0.505  | 12.12  |
| 5/11/2011 | Email                |             | 0.20      | 220.00 | 44.00  |
| 5/12/2011 | Telephone Conference |             | 0.15      | 220.00 | 33.00  |

**Total**

**Payments/Credits**

**Balance Due**

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|                      |                        |
|----------------------|------------------------|
| <b>Invoice Date:</b> | 5/17/2012              |
| <b>Due Date:</b>     | 5/17/2012              |
| <b>Case:</b>         | C A.No.2009-CP-04-4482 |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item                 | Description | Hours/Qty               | Rate   | Amount |
|-----------|----------------------|-------------|-------------------------|--------|--------|
| 5/13/2011 | Review               |             | 0.40                    | 220.00 | 88.00  |
| 5/17/2011 | Review               |             | 0.40                    | 220.00 | 88.00  |
| 5/17/2011 | Email                |             | 0.40                    | 220.00 | 88.00  |
| 5/19/2011 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 5/22/2011 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 5/23/2011 | Telephone Conference |             | 0.20                    | 220.00 | 44.00  |
| 5/26/2011 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 5/26/2011 | Text                 |             | 0.30                    | 220.00 | 66.00  |
| 5/26/2011 | Case Travel          |             | 4.50                    | 220.00 | 990.00 |
| 5/26/2011 | Case Mileage         |             | 56.00                   | 0.505  | 28.28  |
| 5/27/2011 | Telephone Conference |             | 0.30                    | 220.00 | 66.00  |
| 5/30/2011 | Email                |             | 0.50                    | 220.00 | 110.00 |
| 5/31/2011 | Email                |             | 0.10                    | 220.00 | 22.00  |
| 6/1/2011  | Email                |             | 0.10                    | 220.00 | 22.00  |
| 6/6/2011  | Review               |             | 0.75                    | 220.00 | 165.00 |
| 6/7/2011  | Review               |             | 0.65                    | 220.00 | 143.00 |
| 6/10/2011 | Review               |             | 0.30                    | 220.00 | 66.00  |
| 6/22/2011 | Text                 |             | 0.30                    | 220.00 | 66.00  |
| 6/27/2011 | Email                |             | 1.00                    | 220.00 | 220.00 |
| 6/28/2011 | Meeting              |             | 2.75                    | 220.00 | 605.00 |
| 6/28/2011 | Case Mileage         |             | 24.00                   | 0.505  | 12.12  |
| 6/28/2011 | Email                |             | 0.50                    | 220.00 | 110.00 |
| 6/29/2011 | Email                |             | 0.30                    | 220.00 | 66.00  |
| 7/4/2011  | Email                |             | 0.20                    | 220.00 | 44.00  |
| 7/6/2011  | Preparation          |             | 0.60                    | 220.00 | 132.00 |
| 7/7/2011  | Telephone Conference |             | 0.10                    | 220.00 | 22.00  |
| 7/8/2011  | Email                |             | 1.50                    | 220.00 | 330.00 |
|           |                      |             | <b>Total</b>            |        |        |
|           |                      |             | <b>Payments/Credits</b> |        |        |
|           |                      |             | <b>Balance Due</b>      |        |        |

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|                      |                        |
|----------------------|------------------------|
| <b>Invoice Date:</b> | 5/17/2012              |
| <b>Due Date:</b>     | 5/17/2012              |
| <b>Case:</b>         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                     | Item                 | Description | Hours/Qty               | Rate   | Amount   |
|------------------------------|----------------------|-------------|-------------------------|--------|----------|
| 7/11/2011                    | Meeting              |             | 3.85                    | 220.00 | 847.00   |
| 7/12/2011                    | Text                 |             | 2.00                    | 220.00 | 440.00   |
| 7/13/2011                    | Email                |             | 0.60                    | 220.00 | 132.00   |
| 7/15/2011                    | Text                 |             | 0.35                    | 220.00 | 77.00    |
| 7/18/2011                    | Email                |             | 0.10                    | 220.00 | 22.00    |
| 7/18/2011                    | Client Meeting       |             | 3.20                    | 220.00 | 704.00   |
| 7/18/2011                    | Case Travel          |             | 4.50                    | 220.00 | 990.00   |
| 7/18/2011                    | Case Mileage         |             | 24.00                   | 0.505  | 12.12    |
| 7/19/2011                    | Telephone Conference |             | 0.20                    | 220.00 | 44.00    |
| 7/22/2011                    | Client Meeting       |             | 2.80                    | 220.00 | 616.00   |
| 7/28/2011                    | Attend Hearing       |             | 4.75                    | 220.00 | 1,045.00 |
| 7/28/2011                    | Case Mileage         |             | 56.00                   | 0.505  | 28.28    |
| 7/31/2011                    | Review               |             | 3.80                    | 220.00 | 836.00   |
| 8/2/2011                     | Email                |             | 0.20                    | 220.00 | 44.00    |
| 8/3/2011                     | Meeting              |             | 2.50                    | 220.00 | 550.00   |
| 8/3/2011                     | Case Mileage         |             | 24.00                   | 0.505  | 12.12    |
| 8/3/2011                     | Preparation          |             | 1.00                    | 220.00 | 220.00   |
| 8/4/2011                     | Email                |             | 0.20                    | 220.00 | 44.00    |
| 8/5/2011                     | Email                |             | 0.20                    | 220.00 | 44.00    |
| 8/6/2011                     | Email                |             | 0.20                    | 220.00 | 44.00    |
| 8/7/2011                     | Telephone Conference |             | 0.45                    | 220.00 | 99.00    |
| 8/8/2011                     | Meeting              |             | 4.60                    | 220.00 | 1,012.00 |
| 8/8/2011                     | Case Mileage         |             | 24.00                   | 0.505  | 12.12    |
| 8/9/2011                     | Email                |             | 0.35                    | 220.00 | 77.00    |
| 8/10/2011                    | Meeting              |             | 0.85                    | 220.00 | 187.00   |
| 8/11/2011                    | Email                |             | 1.05                    | 220.00 | 231.00   |
| 8/12/2011                    | Meeting              |             | 5.30                    | 220.00 | 1,166.00 |
|                              |                      |             | <b>Total</b>            |        |          |
| We accept Check/Cash/Visa/MC |                      |             | <b>Payments/Credits</b> |        |          |
|                              |                      |             | <b>Balance Due</b>      |        |          |

Upstate Law Group, LLC

200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|                      |                        |
|----------------------|------------------------|
| <b>Invoice Date:</b> | 5/17/2012              |
| <b>Due Date:</b>     | 5/17/2012              |
| <b>Case:</b>         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item                 | Description | Hours/Qty | Rate   | Amount   |
|-----------|----------------------|-------------|-----------|--------|----------|
| 8/12/2011 | Case Mileage         |             | 24.00     | 0.505  | 12.12    |
| 8/12/2011 | Client Meeting       |             | 2.20      | 220.00 | 484.00   |
| 8/14/2011 | Text                 |             | 1.30      | 220.00 | 286.00   |
| 8/15/2011 | Email                |             | 1.20      | 220.00 | 264.00   |
| 8/17/2011 | Meeting              |             | 4.75      | 220.00 | 1,045.00 |
| 8/17/2011 | Case Mileage         |             | 56.00     | 0.505  | 28.28    |
| 8/17/2011 | Client Meeting       |             | 2.25      | 220.00 | 495.00   |
| 8/17/2011 | Email                |             | 0.90      | 220.00 | 198.00   |
| 8/18/2011 | Email                |             | 0.30      | 220.00 | 66.00    |
| 8/19/2011 | Telephone Conference |             | 0.40      | 220.00 | 88.00    |
| 8/22/2011 | Email                |             | 0.30      | 220.00 | 66.00    |
| 8/23/2011 | Email                |             | 0.50      | 220.00 | 110.00   |
| 8/24/2011 | Email                |             | 0.50      | 220.00 | 110.00   |
| 8/25/2012 | Text                 |             | 1.35      | 220.00 | 297.00   |
| 8/26/2011 | Meeting              |             | 3.90      | 220.00 | 858.00   |
| 8/26/2011 | Case Mileage         |             | 24.00     | 0.505  | 12.12    |
| 8/29/2011 | Email                |             | 0.90      | 220.00 | 198.00   |
| 8/30/2011 | Email                |             | 0.90      | 220.00 | 198.00   |
| 8/31/2011 | Email                |             | 0.80      | 220.00 | 176.00   |
| 9/1/2011  | Email                |             | 1.05      | 220.00 | 231.00   |
| 9/3/2011  | Telephone Conference |             | 0.55      | 220.00 | 121.00   |
| 9/6/2011  | Telephone Conference |             | 0.75      | 220.00 | 165.00   |
| 9/7/2011  | Email                |             | 0.65      | 220.00 | 143.00   |
| 9/8/2011  | Email                |             | 0.20      | 220.00 | 44.00    |
| 9/9/2011  | Telephone Conference |             | 0.90      | 220.00 | 198.00   |
| 9/13/2011 | Text                 |             | 0.45      | 220.00 | 99.00    |
| 9/14/2011 | Text                 |             | 0.30      | 220.00 | 66.00    |
| 9/15/2011 | Telephone Conference |             | 0.55      | 220.00 | 121.00   |
| 9/17/2011 | Telephone Conference |             | 0.30      | 220.00 | 66.00    |

**Total**

**Payments/Credits**

**Balance Due**

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No 2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                            | Item                 | Description | Hours/Qty               | Rate   | Amount   |
|-------------------------------------|----------------------|-------------|-------------------------|--------|----------|
| 9/18/2011                           | Telephone Conference |             | 0.30                    | 220.00 | 66.00    |
| 9/20/2011                           | Text                 |             | 0.30                    | 220.00 | 66.00    |
| 9/21/2011                           | Text                 |             | 0.55                    | 220.00 | 121.00   |
| 9/22/2011                           | Text                 |             | 0.10                    | 220.00 | 22.00    |
| 9/23/2011                           | Email                |             | 0.60                    | 220.00 | 132.00   |
| 9/25/2011                           | Email                |             | 0.20                    | 220.00 | 44.00    |
| 9/26/2011                           | Telephone Conference |             | 0.25                    | 220.00 | 55.00    |
| 9/28/2011                           | Email                |             | 1.35                    | 220.00 | 297.00   |
| 9/29/2011                           | Preparation          |             | 6.50                    | 220.00 | 1,430.00 |
| 9/29/2011                           | Case Mileage         |             | 24.00                   | 0.505  | 12.12    |
| 9/30/2011                           | Meeting              |             | 2.60                    | 220.00 | 572.00   |
| 9/30/2011                           | Case Mileage         |             | 24.00                   | 0.505  | 12.12    |
| 10/3/2011                           | Email                |             | 0.10                    | 220.00 | 22.00    |
| 10/4/2011                           | Case Management      |             |                         | 75.00  | 75.00    |
| 10/4/2011                           | Telephone Conference |             | 1.25                    | 220.00 | 275.00   |
| 10/5/2011                           | Attend Mediation     |             | 8.55                    | 220.00 | 1,881.00 |
| 10/5/2011                           | Case Mileage         |             | 24.00                   | 0.505  | 12.12    |
| 10/7/2011                           | Telephone Conference |             | 0.75                    | 220.00 | 165.00   |
| 10/11/2011                          | Text                 |             | 1.35                    | 220.00 | 297.00   |
| 10/12/2011                          | Telephone Conference |             | 0.10                    | 220.00 | 22.00    |
| 10/13/2011                          | Email                |             | 0.50                    | 220.00 | 110.00   |
| 10/14/2011                          | Attend Depositions   |             | 5.20                    | 220.00 | 1,144.00 |
| 10/14/2011                          | Case Mileage         |             | 24.00                   | 0.505  | 12.12    |
| 10/18/2011                          | Client Meeting       |             | 2.25                    | 220.00 | 495.00   |
| 10/19/2011                          | Telephone Conference |             | 0.35                    | 220.00 | 77.00    |
| 10/20/2011                          | Telephone Conference |             | 0.85                    | 220.00 | 187.00   |
| 10/21/2011                          | Email                |             | 0.30                    | 220.00 | 66.00    |
| 10/23/2011                          | Attend Depositions   |             | 4.20                    | 220.00 | 924.00   |
|                                     |                      |             | <b>Total</b>            |        |          |
| <b>We accept Check/Cash/Visa/MC</b> |                      |             | <b>Payments/Credits</b> |        |          |
|                                     |                      |             | <b>Balance Due</b>      |        |          |

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced   | Item                 | Description | Hours/Qty | Rate   | Amount   |
|------------|----------------------|-------------|-----------|--------|----------|
| 10/23/2011 | Case Mileage         |             | 24.00     | 0.505  | 12.12    |
| 10/28/2011 | Telephone Conference |             | 0.70      | 220.00 | 154.00   |
| 10/31/2011 | Telephone Conference |             | 0.10      | 220.00 | 22.00    |
| 11/1/2011  | Case Managment       |             |           | 75.00  | 75.00    |
| 11/1/2011  | Telephone Conference |             | 0.15      | 220.00 | 33.00    |
| 11/7/2011  | Telephone Conference |             | 0.30      | 220.00 | 66.00    |
| 11/8/2011  | Telephone Conference |             | 1.30      | 220.00 | 286.00   |
| 11/10/2011 | Email                |             | 0.10      | 220.00 | 22.00    |
| 11/11/2011 | Telephone Conference |             | 0.30      | 220.00 | 66.00    |
| 11/13/2011 | Text                 |             | 0.30      | 220.00 | 66.00    |
| 11/14/2011 | Attend Depositions   |             | 10.75     | 220.00 | 2,365.00 |
| 11/14/2011 | Case Mileage         |             | 242.00    | 0.505  | 122.21   |
| 11/14/2011 | Telephone Conference |             | 0.30      | 220.00 | 66.00    |
| 11/15/2011 | Telephone Conference |             | 0.20      | 220.00 | 44.00    |
| 11/16/2011 | Telephone Conference |             | 1.20      | 220.00 | 264.00   |
| 11/19/2011 | Email                |             | 0.20      | 220.00 | 44.00    |
| 11/21/2011 | Telephone Conference |             | 0.30      | 220.00 | 66.00    |
| 11/29/2011 | Text                 |             | 0.10      | 220.00 | 22.00    |
| 11/30/2011 | Telephone Conference |             | 1.35      | 220.00 | 297.00   |
| 12/1/2011  | Email                |             | 0.20      | 220.00 | 44.00    |
| 12/2/2011  | Email                |             | 0.30      | 220.00 | 66.00    |
| 12/3/2011  | Telephone Conference |             | 0.15      | 220.00 | 33.00    |
| 12/7/2011  | Email                |             | 0.10      | 220.00 | 22.00    |
| 12/10/2011 | Telephone Conference |             | 0.15      | 220.00 | 33.00    |
| 12/12/2011 | Email                |             | 0.10      | 220.00 | 22.00    |
| 12/13/2011 | Email                |             | 0.10      | 220.00 | 22.00    |
| 12/17/2011 | Telephone Conference |             | 0.80      | 220.00 | 176.00   |
| 12/20/2011 | Email                |             | 0.10      | 220.00 | 22.00    |
| 12/22/2011 | Email                |             | 0.10      | 220.00 | 22.00    |

**Total**

**Payments/Credits**

**Balance Due**

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced   | Item                 | Description | Hours/Qty               | Rate   | Amount   |
|------------|----------------------|-------------|-------------------------|--------|----------|
| 12/27/2011 | Email                |             | 0.10                    | 220.00 | 22.00    |
| 12/30/2011 | Email                |             | 0.10                    | 220.00 | 22.00    |
| 1/3/2012   | Email                |             | 0.10                    | 220.00 | 22.00    |
| 1/4/2012   | Telephone Conference |             | 0.60                    | 220.00 | 132.00   |
| 1/6/2012   | Telephone Conference |             | 0.20                    | 220.00 | 44.00    |
| 1/9/2012   | Email                |             | 0.75                    | 220.00 | 165.00   |
| 1/11/2012  | Email                |             | 0.10                    | 220.00 | 22.00    |
| 1/12/2012  | Email                |             | 0.85                    | 220.00 | 187.00   |
| 1/13/2012  | Text                 |             | 0.20                    | 220.00 | 44.00    |
| 1/17/2012  | Email                |             | 0.30                    | 220.00 | 66.00    |
| 1/18/2012  | Email                |             | 1.55                    | 220.00 | 341.00   |
| 1/19/2012  | Email                |             | 0.10                    | 220.00 | 22.00    |
| 1/20/2012  | Email                |             | 0.60                    | 220.00 | 132.00   |
| 1/22/2012  | Email                |             | 0.10                    | 220.00 | 22.00    |
| 1/23/2012  | Telephone Conference |             | 0.10                    | 220.00 | 22.00    |
| 1/24/2012  | Telephone Conference |             | 0.75                    | 220.00 | 165.00   |
| 1/26/2012  | Telephone Conference |             | 0.30                    | 220.00 | 66.00    |
| 1/27/2012  | Attend Depositions   |             | 9.25                    | 220.00 | 2,035.00 |
| 1/27/2012  | Case Mileage         |             | 56.00                   | 0.505  | 28.28    |
| 1/27/2012  | Telephone Conference |             | 1.00                    | 220.00 | 220.00   |
| 1/30/2012  | Telephone Conference |             | 0.10                    | 220.00 | 22.00    |
| 2/7/2012   | Email                |             | 0.10                    | 220.00 | 22.00    |
| 2/8/2012   | Email                |             | 0.50                    | 220.00 | 110.00   |
| 2/9/2012   | Email                |             | 0.30                    | 220.00 | 66.00    |
| 2/10/2012  | Client Meeting       |             | 3.20                    | 220.00 | 704.00   |
| 2/13/2012  | Telephone Conference |             | 0.10                    | 220.00 | 22.00    |
| 2/16/2012  | Telephone Conference |             | 0.70                    | 220.00 | 154.00   |
| 2/21/2012  | Telephone Conference |             | 0.20                    | 220.00 | 44.00    |
| 2/22/2012  | Telephone Conference |             | 0.40                    | 220.00 | 88.00    |
|            |                      |             | <b>Total</b>            |        |          |
|            |                      |             | <b>Payments/Credits</b> |        |          |
|            |                      |             | <b>Balance Due</b>      |        |          |

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|                      |                        |
|----------------------|------------------------|
| <b>Invoice Date:</b> | 5/17/2012              |
| <b>Due Date:</b>     | 5/17/2012              |
| <b>Case:</b>         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| <b>Bill To:</b>  |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced  | Item           | Description | Hours/Qty | Rate   | Amount |
|-----------|----------------|-------------|-----------|--------|--------|
| 2/23/2012 | Email          |             | 0.50      | 220.00 | 110.00 |
| 2/27/2012 | Text           |             | 0.70      | 220.00 | 154.00 |
| 2/28/2012 | Text           |             | 0.40      | 220.00 | 88.00  |
| 2/29/2012 | Text           |             | 0.10      | 220.00 | 22.00  |
| 3/9/2012  | Text           |             | 0.10      | 220.00 | 22.00  |
| 3/12/2012 | Client Meeting |             | 2.20      | 220.00 | 484.00 |
| 3/13/2012 | Text           |             | 0.10      | 220.00 | 22.00  |
| 3/14/2012 | Text           |             | 0.40      | 220.00 | 88.00  |
| 3/15/2012 | Email          |             | 0.40      | 220.00 | 88.00  |
| 3/16/2012 | Email          |             | 0.10      | 220.00 | 22.00  |
| 3/19/2012 | Text           |             | 0.10      | 220.00 | 22.00  |
| 3/30/2012 | Text           |             | 0.80      | 220.00 | 176.00 |
| 3/21/2012 | Text           |             | 0.70      | 220.00 | 154.00 |
| 3/22/2012 | Text           |             | 0.80      | 220.00 | 176.00 |
| 3/23/2012 | Email          |             | 0.20      | 220.00 | 44.00  |
| 3/27/2012 | Email          |             | 0.20      | 220.00 | 44.00  |
| 3/28/2012 | Email          |             | 0.60      | 220.00 | 132.00 |
| 4/4/2012  | Text           |             | 0.10      | 220.00 | 22.00  |
| 4/4/2012  | Text           |             | 0.10      | 220.00 | 22.00  |
| 4/5/2012  | Email          |             | 1.40      | 220.00 | 308.00 |
| 4/6/2012  | Text           |             | 0.30      | 220.00 | 66.00  |
| 4/7/2012  | Text           |             | 0.10      | 220.00 | 22.00  |
| 4/9/2012  | Email          |             | 0.10      | 220.00 | 22.00  |
| 4/11/2012 | Text           |             | 0.20      | 220.00 | 44.00  |
| 4/12/2012 | Email          |             | 0.10      | 220.00 | 22.00  |
| 5/1/2012  | Email          |             | 0.10      | 220.00 | 22.00  |
| 5/2/2012  | Email          |             | 0.10      | 220.00 | 22.00  |
| 5/7/2012  | Email          |             | 0.30      | 220.00 | 66.00  |
| 5/10/2012 | Email          |             | 0.20      | 220.00 | 44.00  |

**Total**

**Payments/Credits**

**Balance Due**

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC  
 200 E. Main Street  
 Easley, SC 29640  
 (864) 855-3114

# Invoice

|               |                        |
|---------------|------------------------|
| Invoice Date: | 5/17/2012              |
| Due Date:     | 5/17/2012              |
| Case:         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                | Item  | Description | Hours/Qty | Rate   | Amount      |
|-------------------------|-------|-------------|-----------|--------|-------------|
| 5/11/2012               | Email |             | 0.10      | 220.00 | 22.00       |
| 5/14/2012               | Email |             | 0.60      | 220.00 | 132.00      |
| <b>Total</b>            |       |             |           |        | \$56,765.21 |
| <b>Payments/Credits</b> |       |             |           |        | \$0.00      |
| <b>Balance Due</b>      |       |             |           |        | \$56,765.21 |

We accept Check/Cash/Visa/MC

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|                      |                        |
|----------------------|------------------------|
| <b>Invoice Date:</b> | 5/17/2012              |
| <b>Due Date:</b>     | 5/17/2012              |
| <b>Case:</b>         | C.A.No.2009-CP-04-4482 |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                | Item | Description                | Hours/Qty | Rate  | Amount  |
|-------------------------|------|----------------------------|-----------|-------|---------|
| 1/12/2012               |      | dvd copy - Three Point Ohl |           | 63.00 | 63.00   |
| <b>Total</b>            |      |                            |           |       | \$63.00 |
| <b>Payments/Credits</b> |      |                            |           |       | \$0.00  |
| <b>Balance Due</b>      |      |                            |           |       | \$63.00 |

We accept Check/Cash/Visa/MC

JP\_SUPP 00718

002585

Upstate Law Group, LLC

200 E. Main Street  
Easley, SC 29640  
(864) 855-3114

# Invoice

|               |           |
|---------------|-----------|
| Invoice Date: | 7/11/2012 |
| Due Date:     | 7/11/2012 |
| Case:         |           |

|  |
|--|
| Bill To:   |
| Mr. Joey R. Preston<br>PO Box 2337<br>Anderson, SC 29622 |

| Serviced                | Item     | Description | Hours/Qty | Rate   | Amount    |
|-------------------------|----------|-------------|-----------|--------|-----------|
| 5/18/2012               | Research |             | 3         | 100.00 | 300.00    |
| <b>Total</b>            |          |             |           |        | \$300.00  |
| <b>Payments/Credits</b> |          |             |           |        | \$-263.11 |
| <b>Balance Due</b>      |          |             |           |        | \$36.89   |

We accept Check/Cash/Visa/MC

JP\_SUPP 00719

002586























































|           |                                |         |    |
|-----------|--------------------------------|---------|----|
| 9/15/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/16/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/16/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/16/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Test message to Lane Davis     | 0.1 220 | 22 |
| 9/18/2012 | Test message to Lane Davis     | 0.1 220 | 22 |
| 9/18/2012 | Test message to Lane Davis     | 0.1 220 | 22 |
| 9/18/2012 | Test message to Lane Davis     | 0 1 220 | 22 |
| 9/18/2012 | Test message to Lane Davis     | 0.1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0.1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0.1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/18/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/18/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/19/2012 | Test message to Lane Davis     | 0.1 220 | 22 |
| 9/19/2012 | Test message to Lane Davis     | 0.1 220 | 22 |
| 9/19/2012 | Test message to Lane Davis     | 0 1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/19/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/19/2012 | Text message from Joey Preston | 0.1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/19/2012 | Text message from Joey Preston | 0.1 220 | 22 |
| 9/19/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/19/2012 | Text message from Joey Preston | 0 1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0 1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0.1 220 | 22 |
| 9/19/2012 | Text message from Joey Preston | 0.1 220 | 22 |
| 9/19/2012 | Text message to Joey Preston   | 0.1 220 | 22 |

JP\_SUPP 00748









|            |                                |          |     |
|------------|--------------------------------|----------|-----|
| 10/3/2012  | Text message from Joey Preston | 0.1 220  | 22  |
| 10/3/2012  | Text message to Joey Preston   | 0.1 220  | 22  |
| 10/3/2012  | Text message from Joey Preston | 0.1 220  | 22  |
| 10/3/2012  | Text message to Joey Preston   | 0.1 220  | 22  |
| 10/02/2012 | TC with Joey Preston           | 0 1 220  | 22  |
| 10/02/2012 | TC with Joey Preston           | 0.1 220  | 22  |
| 10/02/2012 | TC with Joey Preston           | 0.1 220  | 22  |
| 10/02/2012 | TC with Lane Davis             | 0 1 220  | 22  |
| 10/02/2012 | TC with Lane Davis             | 0 6 220  | 132 |
| 10/02/2012 | TC with Lane Davis             | 0 85 220 | 187 |
| 10/02/2012 | TC with Joey Preston           | 0.1 220  | 22  |
| 10/02/2012 | TC with Joey Preston           | 0 25 220 | 55  |
| 10/02/2012 | TC with Joey Preston           | 0 1 220  | 22  |
| 10/03/2012 | TC with Lane Davis             | 0 1 220  | 22  |
| 10/03/2012 | TC with Joey Preston           | 0 2 220  | 44  |
| 5/15/2012  | TC with Joey Preston           | 0.15 220 | 33  |
| 5/15/2012  | TC with Lane Davis             | 0 1 220  | 22  |
| 5/15/2012  | TC with Lane Davis             | 0 1 220  | 22  |
| 5/15/2012  | TC with Lane Davis             | 0 1 220  | 22  |
| 5/15/2012  | TC with Lane Davis             | 0.1 220  | 22  |
| 5/15/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/15/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/16/2012  | TC with Joey Preston           | 0 15 220 | 33  |
| 5/16/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/17/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/17/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/17/2012  | TC with Lane Davis             | 0 65 220 | 143 |
| 5/17/2012  | TC with Lane Davis             | 0.1 220  | 22  |
| 5/17/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/17/2012  | TC with Joey Preston           | 0.15 220 | 33  |
| 5/17/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/17/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/17/2012  | TC with Joey Preston           | 0 2 220  | 44  |
| 5/18/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/18/2012  | TC with Lane Davis             | 0 1 220  | 22  |
| 5/18/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/18/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/19/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/20/2012  | TC with Joey Preston           | 0.45 220 | 99  |
| 5/21/2012  | TC from Lane Davis             | 0 55 220 | 121 |
| 5/21/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/21/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/21/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/21/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/22/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/22/2012  | TC with Joey Preston           | 0 1 220  | 22  |
| 5/22/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/22/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/22/2012  | TC with Joey Preston           | 0.15 220 | 33  |
| 5/23/2012  | TC with Joey Preston           | 0.1 220  | 22  |
| 5/24/2012  | TC with Joey Preston           | 0.1 220  | 22  |

JP\_SUPP 00753

|           |                      |          |    |
|-----------|----------------------|----------|----|
| 5/24/2012 | TC with Joey Preston | 0.2 220  | 44 |
| 5/25/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 5/25/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 5/25/2012 | TC with Lane Davis   | 0.1 220  | 22 |
| 5/25/2012 | TC with Lane Davis   | 0 1 220  | 22 |
| 5/25/2012 | TC with Lane Davis   | 0 1 220  | 22 |
| 5/25/2012 | TC with Lane Davis   | 0.1 220  | 22 |
| 5/25/2012 | TC with Lane Davis   | 0.1 220  | 22 |
| 5/25/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/25/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/26/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/26/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/26/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 5/28/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 5/29/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/29/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/30/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/30/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 5/31/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/01/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/01/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/04/2012 | TC with Joey Preston | 0 15 220 | 33 |
| 6/04/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/11/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/12/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/13/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/14/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/14/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/14/2012 | TC with Joey Preston | 0 2 220  | 44 |
| 6/14/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/14/2012 | TC with Lane Davis   | 0.1 220  | 22 |
| 6/14/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/17/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/17/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/18/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/18/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/19/2012 | TC with Lane Davis   | 0 25 220 | 55 |
| 6/19/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/19/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/20/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/20/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/20/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/21/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/21/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/21/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/21/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/22/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/22/2012 | TC with Lane Davis   | 0 3 220  | 66 |
| 6/22/2012 | TC with Joey Preston | 0 1 220  | 22 |
| 6/22/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/22/2012 | TC with Joey Preston | 0.1 220  | 22 |
| 6/24/2012 | TC with Joey Preston | 0 1 220  | 22 |

JP\_SUPP 00754

|           |                      |          |     |
|-----------|----------------------|----------|-----|
| 7/17/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/17/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/18/2012 | TC with Lane Davis   | 0 3 220  | 66  |
| 7/18/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/18/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/18/2012 | TC with Joey Preston | 0 15 220 | 33  |
| 7/18/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/20/2012 | TC with Joey Preston | 0.15 220 | 33  |
| 7/20/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/20/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/20/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/20/2012 | TC with Joey Preston | 0 25 220 | 55  |
| 7/20/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/20/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/21/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/23/2012 | TC with Joey Preston | 0.2 220  | 44  |
| 7/23/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/23/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 7/23/2012 | TC with Lane Davis   | 0.25 220 | 55  |
| 7/23/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/23/2012 | TC with Joey Preston | 0 5 220  | 110 |
| 7/24/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/24/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/24/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/24/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/24/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/24/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/24/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 7/24/2012 | TC with Lane Davis   | 0.35 220 | 77  |
| 7/24/2012 | TC with Lane Davis   | 0 6 220  | 132 |
| 7/25/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 7/25/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/25/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 7/25/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 7/25/2012 | TC with Lane Davis   | 0.35 220 | 77  |
| 7/25/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/25/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/26/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 7/27/2012 | TC with Joey Preston | 0.15 220 | 33  |
| 7/27/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/27/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 7/27/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 7/27/2012 | TC with Lane Davis   | 0.35 220 | 77  |
| 7/27/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 7/28/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/29/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 7/29/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/30/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/30/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/30/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 7/30/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/30/2012 | TC with Joey Preston | 0.1 220  | 22  |

JP\_SUPP 00756

|           |                      |          |     |
|-----------|----------------------|----------|-----|
| 7/30/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/30/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/30/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/31/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 7/5/2012  | TC with Joey Preston | 0.1 220  | 22  |
| 7/5/2012  | TC with Joey Preston | 0.15 220 | 33  |
| 7/5/2012  | TC with Joey Preston | 0.1 220  | 22  |
| 7/7/2012  | TC with Joey Preston | 0 1 220  | 22  |
| 7/7/2012  | TC with Joey Preston | 0.1 220  | 22  |
| 7/9/2012  | TC with Joey Preston | 0 1 220  | 22  |
| 7/9/2012  | TC with Joey Preston | 0.2 220  | 44  |
| 7/9/2012  | TC with Joey Preston | 0.1 220  | 22  |
| 7/9/2012  | TC with Joey Preston | 0 1 220  | 22  |
| 7/9/2012  | TC with Joey Preston | 0 1 220  | 22  |
| 7/9/2012  | TC with Joey Preston | 0.1 220  | 22  |
| 7/9/2012  | TC with Joey Preston | 0.1 220  | 22  |
| 7/9/2012  | TC with Joey Preston | 0 1 220  | 22  |
| 8/10/2012 | TC with Joey Preston | 0 15 220 | 33  |
| 8/10/2012 | TC with Lane Davis   | 0.15 220 | 33  |
| 8/11/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/11/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/13/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/14/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/16/2012 | TC with Joey Preston | 0 65 220 | 143 |
| 8/16/2012 | TC with Lane Davis   | 0 3 220  | 66  |
| 8/16/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/16/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/17/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/17/2012 | TC with Joey Preston | 0 2 220  | 44  |
| 8/17/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 8/17/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 8/17/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/17/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/17/2012 | TC with Joey Preston | 0 15 220 | 33  |
| 8/17/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/17/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/20/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0 15 220 | 33  |
| 8/21/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/21/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 8/21/2012 | TC with Lane Davis   | 0.3 220  | 66  |
| 8/21/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/21/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/22/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/22/2012 | TC with Lane Davis   | 0.5 220  | 110 |
| 8/22/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 8/23/2012 | TC with Joey Preston | 0.1 220  | 22  |

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|           |                      |          |     |
|-----------|----------------------|----------|-----|
| 8/23/2012 | TC with Joey Preston | 0 15 220 | 33  |
| 8/23/2012 | TC with Joey Preston | 0 2 220  | 44  |
| 8/24/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/24/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/24/2012 | TC with Joey Preston | 0.45 220 | 99  |
| 8/25/2012 | TC with Joey Preston | 0 15 220 | 33  |
| 8/25/2012 | TC with Joey Preston | 0 2 220  | 44  |
| 8/25/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/26/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/27/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 8/27/2012 | TC with Joey Preston | 0.15 220 | 33  |
| 8/27/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/28/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 8/28/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/28/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/29/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/29/2012 | TC with Lane Davis   | 0.35 220 | 77  |
| 8/29/2012 | TC with Lane Davis   | 0 55 220 | 121 |
| 8/29/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/29/2012 | TC with Joey Preston | 0 25 220 | 55  |
| 8/29/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/29/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/30/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 8/30/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 8/30/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 8/30/2012 | TC with Joey Preston | 0 2 220  | 44  |
| 8/30/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 8/31/2012 | TC with Lane Davis   | 0 4 220  | 88  |
| 8/31/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 8/5/2012  | TC with Joey Preston | 0 1 220  | 22  |
| 8/6/2012  | TC with Joey Preston | 0 25 220 | 55  |
| 8/7/2012  | TC with Lane Davis   | 0.35 220 | 77  |
| 8/8/2012  | TC with Joey Preston | 0.1 220  | 22  |
| 8/8/2012  | TC with Joey Preston | 0 35 220 | 77  |
| 9/01/2012 | TC with Joey Preston | 0 1 220  | 22  |
| 9/02/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 9/02/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 9/03/2012 | TC with Joey Preston | 0.1 220  | 22  |
| 9/04/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 9/04/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 9/04/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 9/04/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 9/10/2012 | TC with Joey Preston | 0 2 220  | 44  |
| 9/11/2012 | TC with Joey Preston | 0 15 220 | 33  |
| 9/12/2012 | TC with Joey Preston | 0.45 220 | 99  |
| 9/12/2012 | TC with Lane Davis   | 0 7 220  | 154 |
| 9/12/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 9/13/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 9/13/2012 | TC with Lane Davis   | 0.1 220  | 22  |
| 9/13/2012 | TC with Lane Davis   | 0 1 220  | 22  |
| 9/13/2012 | TC with Lane Davis   | 0 4 220  | 88  |
| 9/13/2012 | TC with Lane Davis   | 0.1 220  | 22  |

JP\_SUPP 00758



|           |                      |      |     |     |
|-----------|----------------------|------|-----|-----|
| 9/26/2012 | TC with Joey Preston | 0.15 | 220 | 33  |
| 9/26/2012 | TC with Joey Preston | 0.4  | 220 | 88  |
| 9/26/2012 | TC with Lane Davis   | 0.1  | 220 | 22  |
| 9/26/2012 | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/26/2012 | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/26/2012 | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/26/2012 | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/27/2012 | TC with Lane Davis   | 0.5  | 220 | 110 |
| 9/27/2012 | TC with Lane Davis   | 0.1  | 220 | 22  |
| 9/27/2012 | TC with Lane Davis   | 0.3  | 220 | 66  |
| 9/27/2012 | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/28/2012 | TC with Joey Preston | 0.15 | 220 | 33  |
| 9/28/2012 | TC with Lane Davis   | 0.3  | 220 | 66  |
| 9/28/2012 | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/30/2012 | TC with Lane Davis   | 0.45 | 220 | 99  |
| 9/5/2012  | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/5/2012  | TC with Joey Preston | 0.1  | 220 | 22  |
| 9/6/2012  | TC with Joey Preston | 0.35 | 220 | 77  |
| 9/7/2012  | TC with Joey Preston | 0.15 | 220 | 33  |
| 9/7/2012  | TC with Joey Preston | 0.25 | 220 | 55  |

|            |                                       |      |       |        |
|------------|---------------------------------------|------|-------|--------|
| 6/18/2012  | Meet with client                      | 3.25 | 220   | 715    |
| 7/3/2012   | Meet with Lane Davis                  | 2.25 | 220   | 495    |
| 7/9/2012   | Meet with client                      | 4.25 | 220   | 935    |
| 7/24/2012  | Meet with client                      | 5.25 | 220   | 1155   |
| 7/29/2012  | Prepare documents                     | 2.25 | 220   | 495    |
| 9/13/2012  | Depo prep                             | 1.5  | 220   | 330    |
| 9/14/2012  | Travel to/from and attend depositions | 9.5  | 220   | 2090   |
| 9/14/2012  | Mileage to depo                       | 42   | 0.505 | 21.21  |
| 9/18/2012  | Meet with client                      | 3    | 220   | 660    |
| 9/21/2012  | Travel to/from and attend depositions | 5    | 220   | 1100   |
| 9/21/2012  | Mileage to depo                       | 42   | 0.505 | 21.21  |
| 9/21/2012  | Meet with client                      | 1.75 | 220   | 385    |
| 10/12/2012 | legal research                        | 2.25 | 220   | 495    |
| 10/13/2012 | Prepare motion memo                   | 4.25 | 220   | 935    |
| 10/7/2012  | Meet with Lane                        | 3.25 | 220   | 715    |
| 10/7/2012  | Mileage to Greenville                 | 42   | 0.505 | 21.21  |
| 10/15/2012 | Deliver hard copy of brief to Couch   | 2.25 | 220   | 495    |
| 10/15/2012 | Mileage to Spartanburg                | 85   | 0.505 | 42.925 |
| 10/15/2012 | Copies                                |      |       | 171.25 |
| 10/15/2012 | Prep for motion hearing               | 2.1  | 220   | 462    |
| 10/16/2012 | Travel to and from and attend motions | 5.5  | 220   | 1210   |
| 10/16/2012 | Prep for motion hearing               | 0.75 | 220   | 165    |
| 10/17/2012 | Travel to and from and attend motions | 5    | 220   | 1100   |
| 10/17/2012 | Meet with Lane Davis/Client           | 1.5  | 220   | 330    |
| 10/19/2012 | Travel to/from Grvl, Meet with Lane   | 0.75 | 220   | 165    |
| 10/19/2012 | Mileage to Greenville                 | 42   | 0.505 | 21.21  |
| 10/22/2012 | Review file, prepare documents        | 3.25 | 220   | 715    |
| 10/23/2012 | Depo prep                             | 1.5  | 220   | 330    |
| 10/23/2012 | Travel to/from and attend depositions | 8.5  | 220   | 1870   |
| 10/23/2012 | Mileage to depo                       | 42   | 0.505 | 21.21  |

66716.225

JP\_SUPP 00760

SUNTRUST

Acct  
Date

Charge

JOEY R. PRESTON  
BARBARA B. PRESTON  
PH #84-221-6578

1-13-2010  
Date

Pay to the order of Upstate Law Group \$ 5,435.79

Five thousand Four hundred thirty five <sup>79/100</sup> Dollars

CA No 2009-CP-044182

SUNTRUST ACHL RT 061800104  
Pay for Invoice 1-12-2010

For Anderson VS Preston

CAROLINA FIRST BANK  
01/18/2010

DEFENDANT'S  
EXHIBIT  
44

JP\_SUPP 00762



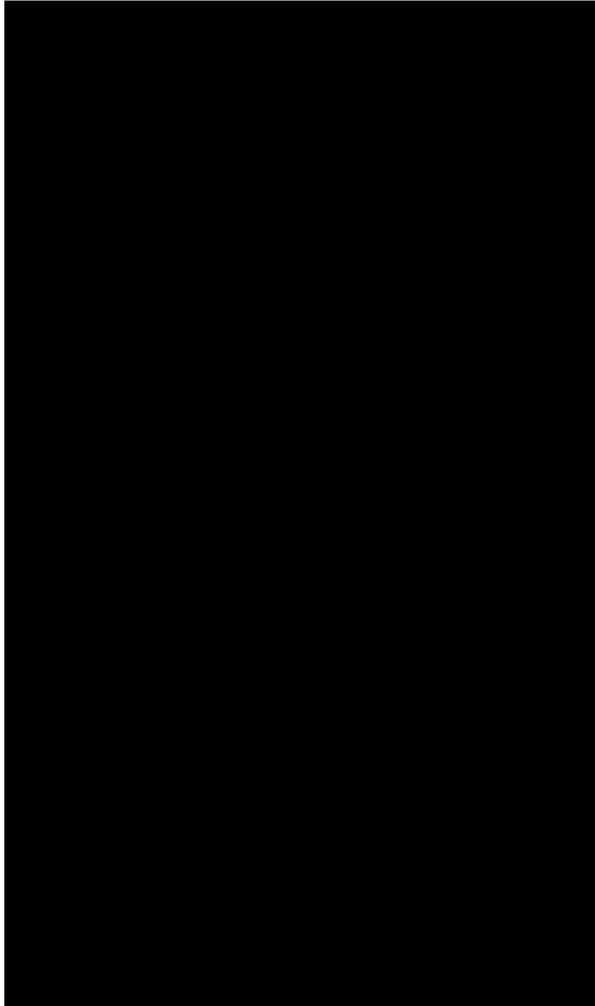
SUNTRUST BANK  
P O BOX 622227  
ORLANDO FL 32862-2227



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JP\_SUPP 00764



JOEY R. PRESTON  
BARBARA R. PRESTON

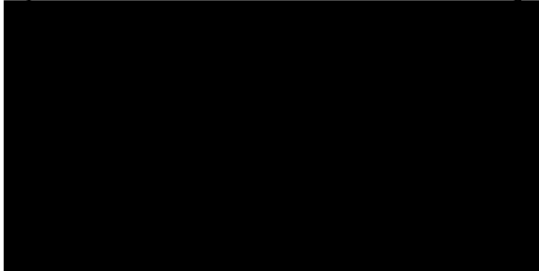
10-11-2010

Pay to the order of Candy M. Kinn: fillet \$ 750.00

Seven hundred fifty & 00/100 Dollars

SUNTRUST ACH (AT 88800104)

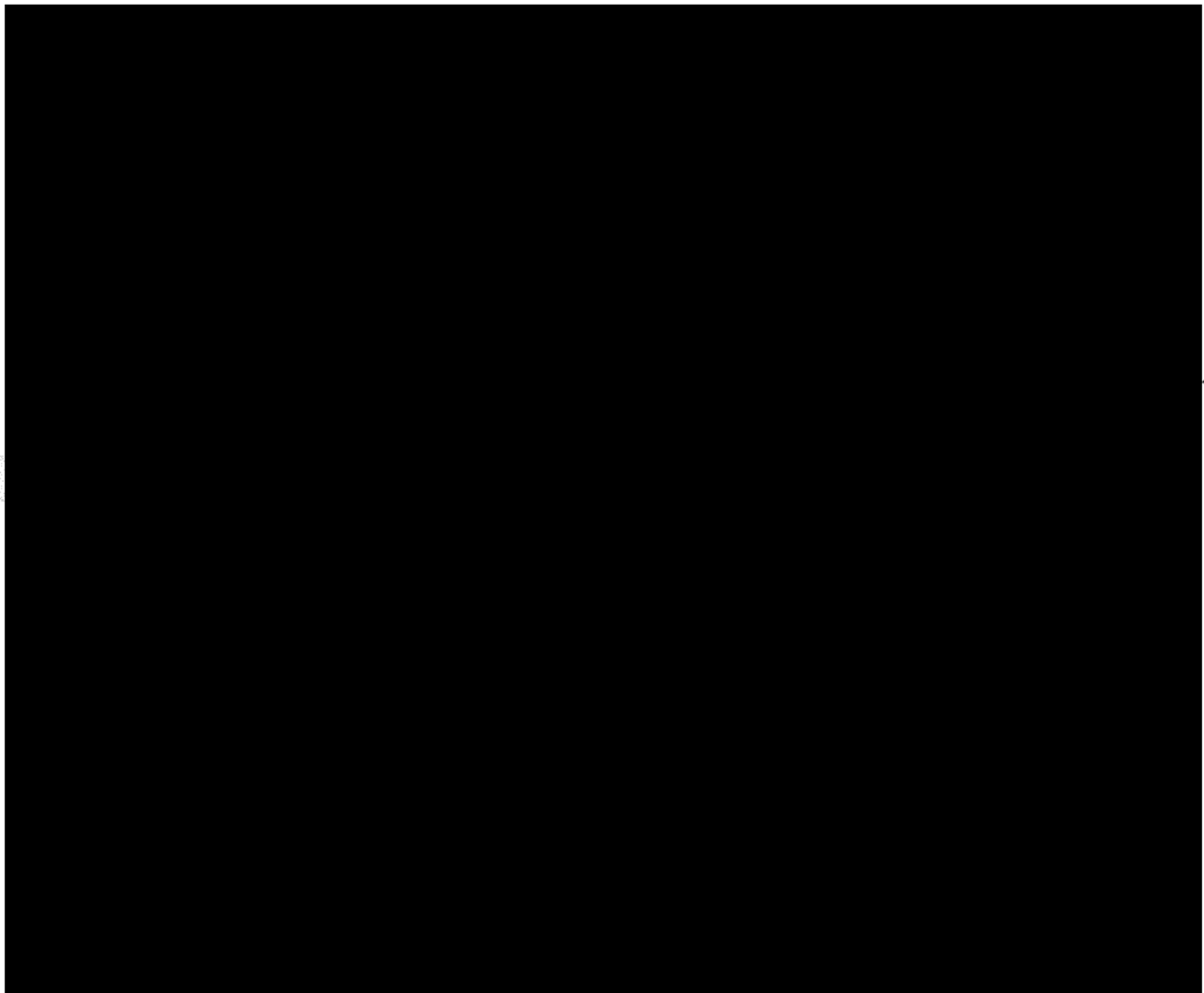
FCS



002628

SUNTRUST BANK  
P O BOX 622227  
ORLANDO FL 32862-2227

Pa  
34  
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1i



JOEY R. PRESTON  
BARBARA B. PRESTON  
P.A. 12-5-2010

Pay to the order of Candy Ken Fuller \$ 300.00  
Three hundred & 00/100 Dollars

SUNTRUST  
ACH # 061072014

for [Signature]

2853

Member FDIC

JP\_SUPP 00765

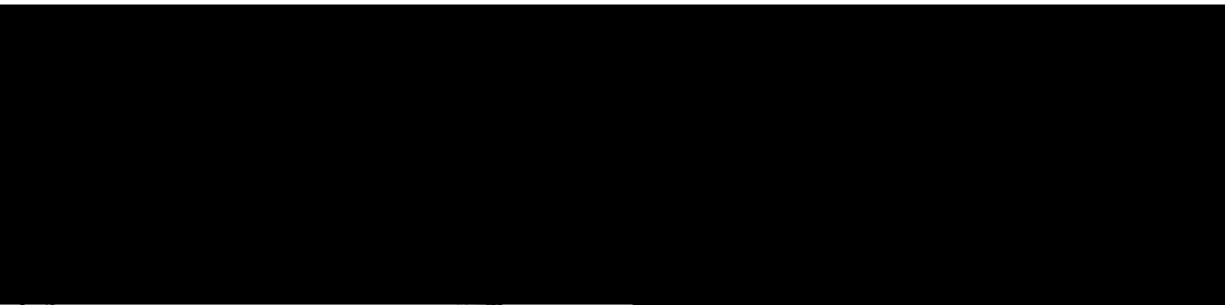
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BANK  
622227  
FL 32862-2227

Page 7 of 8  
34/B06/0175/0 /22  
09/14/2018

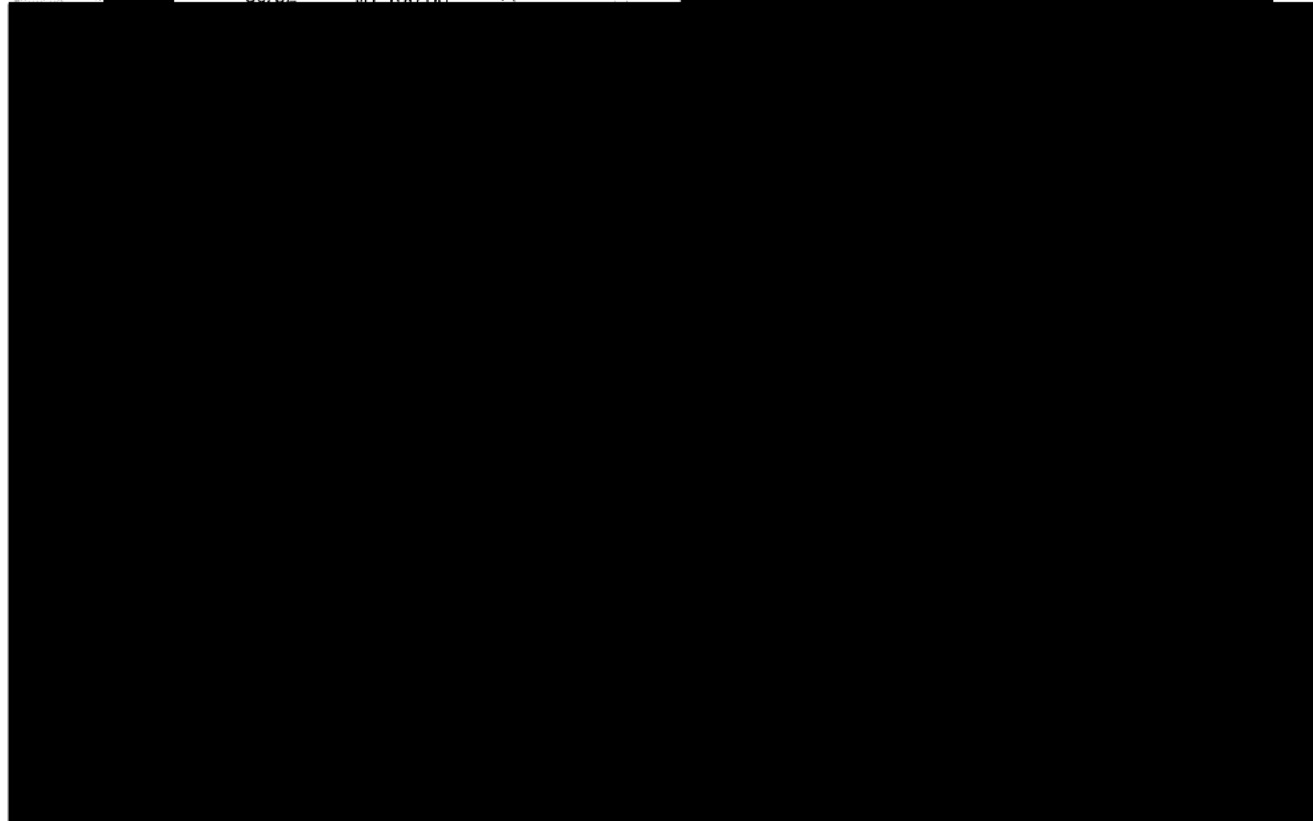
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Account Statement



|                                       |                  |            |
|---------------------------------------|------------------|------------|
| JOEY P. PRESTON<br>BARBARA S. PRESTON |                  | 8-19-2018  |
| Pay to the order of                   | Update Law Group | \$ 1100.00 |
| One thousand one hundred & 00/100ths  |                  |            |
| SUNTRUST                              |                  |            |
| in Legal Work                         |                  |            |

Ck # 09/02 \$1,100.00



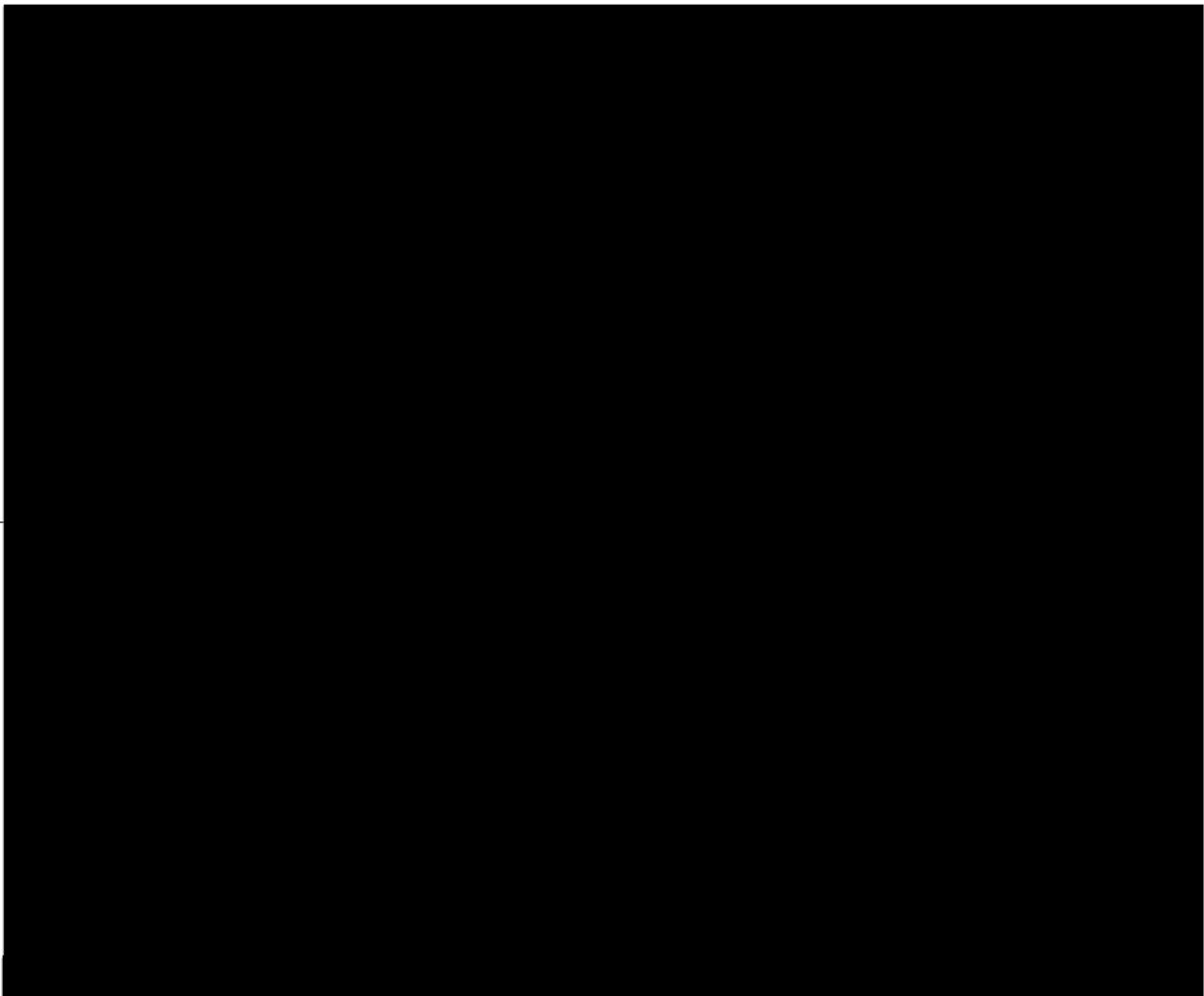
SUNTRUST BANK  
P O BOX 622227  
ORLANDO FL 32862-2227

Page 5 of 8  
34/806/0175/0 /22

09/14/2010



Account  
Statement



|                            |   |
|----------------------------|---|
| JOEY R. PRESTON            |   |
| [REDACTED]                 |   |
| 9-7-2010                   |   |
| Pay to the order of        | Update Law Group                                      |
|                            | \$ 7,503.00   |
|                            | Seven thousand three hundred three and 00/100 dollars |
| SUNTRUST                   | ACH DEPOSIT   |
| Anteisan County wa Preston | [Signature]   |

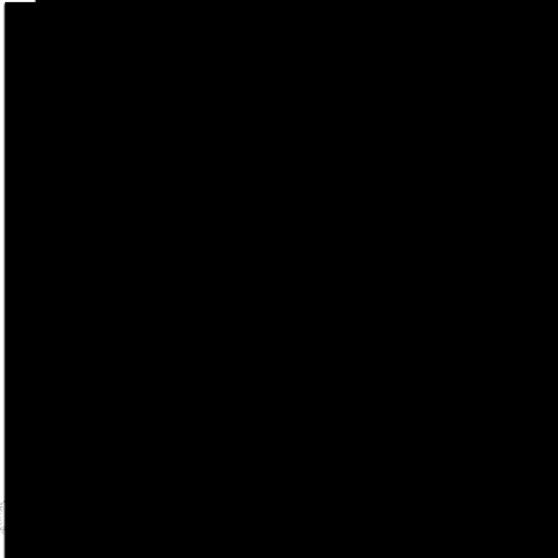
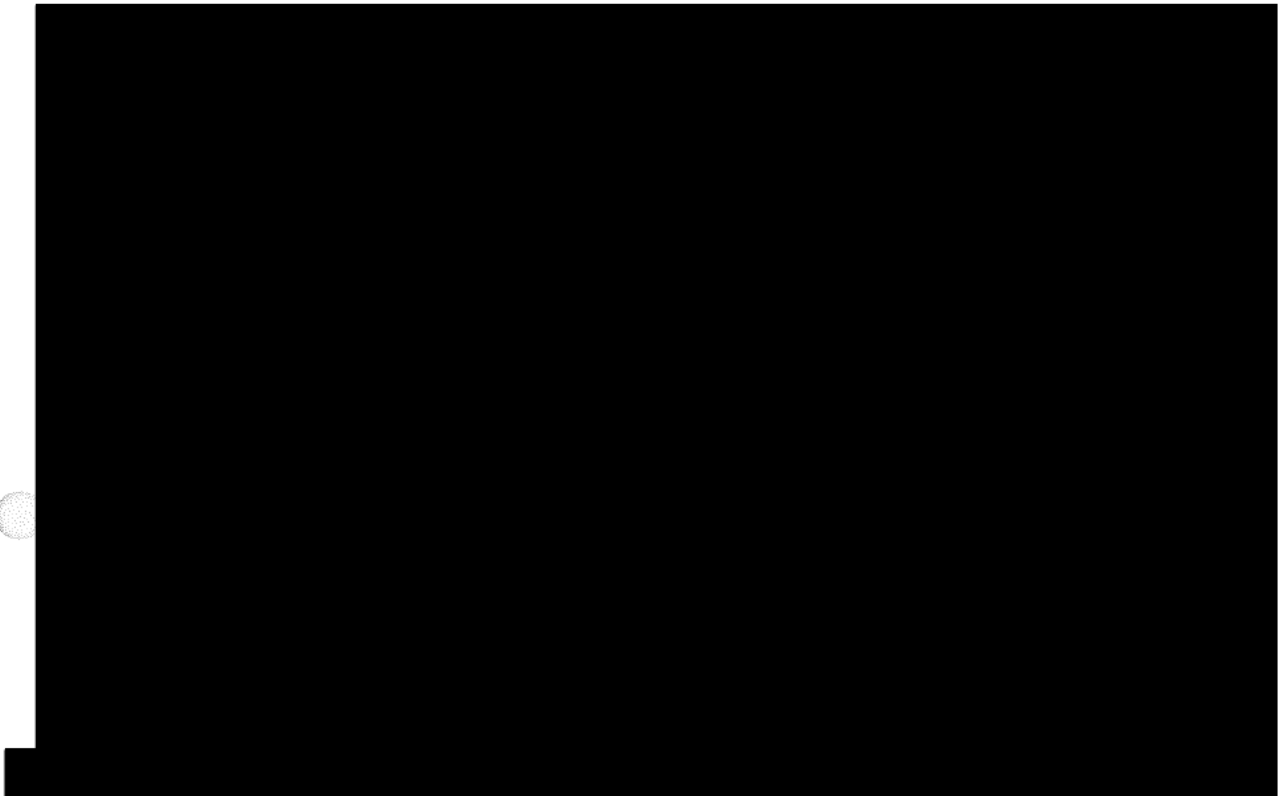
SUNTRUST BANK  
P O BOX 622227  
ORLANDO FL 32862-2227

Page 6 of 8  
34/R06/0175/0 /22

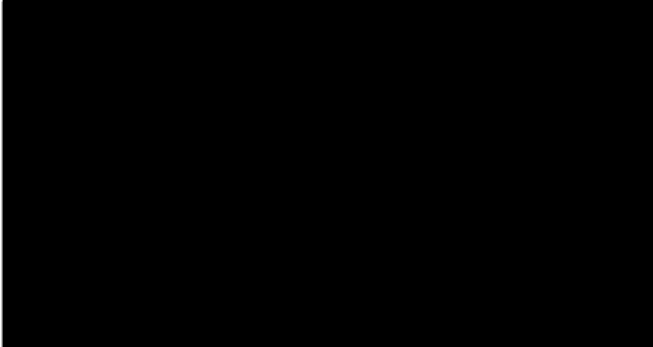
10/14/2010



Account  
Statement



|  |                  |
|--|------------------|
| JOEY R. PRESTON<br>NARRAPAN R. PRESTON |                  |
|  | 10-14-2010       |
| Pay to the order of Update Law Group   | \$ 5,000.00      |
| Five thousand 00/100                   | Dollars & 00/100 |
| SUNTRUST ACH BY DEBITOR                |                  |
| Legal Fees & Costs                     |                  |



2854

Member FDIC

Continued on next page JP\_SUPP:00768

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**From:** Michael Thompson  
**Sent:** Tuesday, August 05, 2008 3:35 PM  
**To:** Joey Preston  
**Subject:** FW: info you requested

Joey:

Below is the information we discussed sent over from Mr. Waldrep's office.

Michael Thompson, MBA  
Chairman, Anderson County Council

---

**From:** Linda Gilstrap  
**Sent:** Tue 8/5/2008 2:57 PM  
**To:** Michael Thompson  
**Subject:** FW: info you requested

-----Original Message-----  
**From:** kelli [mailto:kelli@waldreplaw.com]  
**Sent:** Tuesday, August 05, 2008 1:27 PM  
**To:** Linda Gilstrap  
**Subject:** info you requested

1. A bid procedure will be written into an Ordinance for the detailed audit. In this procedure specific details and requirements for the audit will be included.
2. The company or firm that completes the audit must not be connected to any Anderson County Employee. Any firm that has conducted any financial audit contracts with Anderson County in the past ten years would be exempt from bidding. It would be preferable to use a completely neutral firm from outside of the County and State.
3. The administrator and financial director would be placed on paid leave. They should be readily available to answer any questions should that become necessary. The Administrator and Financial director would be prohibited from any contact with county employees during this procedure.
4. A temporary acting Administrator would be hired which would fulfill our requirements of S.C. Home Rule Act.
5. This acting Administrator will fulfill the directions of the county council in this audit exercise as well as direct the employees of the county. This will be in compliance with the S.C. Home Rule Act.
6. The county council will meet with the Financial Audit Committee and decide what areas of concern will be targeted in the audit scope procedure
7. The acting Administrator will accept bids for the audit and bring

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Plf\_07397

002633

them to the county council for discussion.

8. After the auditing firm is chosen it will meet with the acting Administrator for discussion and implementation of council recommendations for audit.

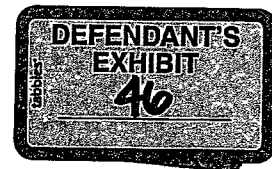
Eddie Moore  
08/14/2008 09:31 AM

To kelli@waldreplaw.com  
cc  
bcc  
Subject Just heard

Bob,

I just heard about the stupid lawsuit. He is desperate and just wants to freeze everything so we can't run him off. I find it particular interesting that you are getting the blame for my idea about suspension of Finance director and himself.  
I will be glad to testify to that for you and Cindi. Let me know what I can do.

Eddie



FEI01405

002635

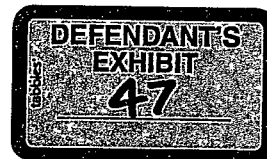
Eddie Moore  
09/23/2008 07:55 AM

To kelli@waldreplaw.com  
cc  
bcc  
Subject email address

Hey Bob,

Do you have the email addresses for Joey Preston, Gina Humphries, and Linda Edelman? I want to send one requesting the budget copies for us. I also talked with Tom Beckwith and Bob Daniels. They will be there on Sunday.

Eddie



FEI00467

002636



tombeckwith@bellsouth.net  
10/13/2008 05:40 PM

To "Waldrep, Bob" <kelli@waldreplaw.com>,  
cc "Moore, Eddie" <Eddie.Moore@Fluor.com>, "Allen, Tom"  
<thomas9976@charter.net>  
bcc  
Subject Attn MS Bonnie Williams - to meet the 250 word limit

To: Editor Anderson Independent-Mail 10/8/2008

From: Thomas A Beckwith II - Council District 3

Subject: Concerns about Council Actions

Recently, I have been made aware of certain actions that the majority of the present Anderson County Council is considering taking involving certain Council members and the County Administrator. Near the end of the last Council meeting (10/7/2008), there was a call for a closed session of the Council referred to as a personnel matter involving a law suit, and a lawyer was selected in the following open session. As usual, with this Council majority and the Administrator, secrecy is paramount - the public be damned.

I have written to three Councilmen each of who has professed to be concerned about Anderson County and "the children".

Mr. Greer has publicly told us how he has prayed with his wife for help in doing "the right thing" for Anderson County. I will assume that Mr. Greer was so busy praying that he also had no time to answer my several letters in the last year. Hopefully he will spend some time in prayer before he acts in this case.

Mr. Thompson, on a few occasions, has shown he wants to do the right thing for Anderson County, and when possible, I have personally thanked him. Hopefully he will see the light in this case.

Mr. Wilson, has personally assured me that he was going to do those things that are in the best interest of Anderson County - if I watch, I will see those actions demonstrated. I will be watching to see how Mr. Wilson handles this situation.

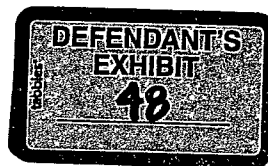
Mr. McAbce and Mrs. Floyd have made no effort to hide their desire to please the Administrator, no matter what was required. I will expect no less in this situation.

If this Council is complicit in going along with the Administrator in his scheme, I will be highly disappointed, but sadly, not very surprised.

I can forgive to some degree, spending all of the annual funds, leaving none for the new members, as this appears to be the normal politics of Anderson County. However, I find it shameful to commit the millions of citizens tax dollars for bonds for unneeded projects in a very serious economic period for the nation and citizens of Anderson County.

I will be watching to see if any or all of these Councilmen will behave responsibly, or will continue in their attempt to bring injury to Anderson County. I promise them, I am not alone.

With Great Concern,



FEI00403

002637

Thomas A. Beckwith II

380 Beckwith Lane

Belton, SC 29627



864 338-7313 tombeckwith@bellsouth.net Council10-9 08 doc

FEI00404

002638

Eddie  
Moore/GV/FD/FluorCorp  
11/25/2008 07:46 AM

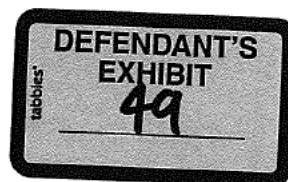
To info@scattorneygeneral.com  
cc thomas9976@charter.net, kelli@waldreplaw.com  
bcc Hayniehouse@bellsouth.net;  
lgilstrap@andersoncountysc.org; waimradio@yahoo.com;  
rickfreemantle@Charter.net; tombeckwith@bellsouth.net;  
suthrnboy@charter.net  
Subject Anderson County Administrator Buy-out on Nov. 16

Dear Honorable Henry McMaster,

I recently talked with you when you congratulated me on my winning the Anderson County Council District #3 seat. You told me to call on you if we ever needed help. The new majority of Anderson County Council (five members of the seven) that takes office on Jan. 1, 2009 would like your help with what happened at our meeting on Nov. 16, 2009. It was evident that collusion and other things took place during that meeting that was illegal. We have sent you a video copy of the meeting that took place. We understand that you are friends with Mr. Bill McAbee that was soundly defeated in the primary this year also. Personal friendship should not hinder you from your sworn duty serving the citizens of South Carolina. We also have been told you are refusing to investigate this matter for us. Some of the newly elected officials were your biggest supporters when you ran for governor a few years ago. I think personally that I put up a large number of signs for you in Anderson County that year. We desperately need your help in this matter and would like to schedule a meeting with you on this matter if possible. I have received over 300+ calls about this whole matter and a lot of people are watching to see what you will do for us on this injustice to the citizens of Anderson County. At the present time the majority elected council have received over 1750 calls and numerous personal contacts made about this mess we are in up here. Anything you can do for us would be greatly appreciated. Please advise us on this matter. (For your note three new members will be in Columbia on Dec. 9 for orientation training classes. I am sure the other two could join us that late evening for a meeting or earlier in the month also if possible.)

Sincerely,

Edwin E. (Eddie) Moore  
Anderson County Dist. 3 Council-Elect



FEI00324

002639

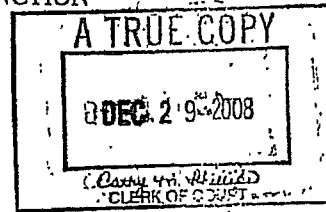
STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF ANDERSON )  
 )  
 MICHAEL CUNNINGHAM, )  
 ANDERSON COUNTY )  
 ADMINISTRATOR )  
 )  
 PLAINTIFF, )  
 )  
 vs. )  
 )  
 ROBERT L. WALDREP, JR., and M. )  
 CINDY WILSON, in their individual )  
 capacities, )  
 )  
 DEFENDANTS. )

IN THE COURT OF COMMON PLEAS  
 TENTH JUDICIAL CIRCUIT  
 CASE NO. 2008-CP-04-2726

ENTERED  
*[Signature]*

SUPERIOR COURT  
 CLERK'S OFFICE  
 806 V. 9-08

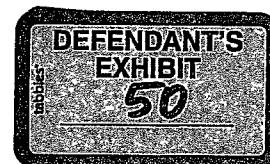
ORDER GRANTING TEMPORARY  
 INJUNCTION



This matter came before the Court by Motion of the Plaintiff for injunctive relief. The underlying suit is an action for declaratory judgment involving the issue of whether state law prohibits individual Anderson County Council members from giving orders or instructions to Anderson County employees. The County Administrator filed this Motion asking the Court for a Temporary and Permanent<sup>1</sup> Injunction enjoining Defendants from further directing the actions of his staff. A Motion Hearing was held in Anderson on Wednesday, September 24, 2008. Based on the pleadings, filed Affidavits, submitted briefs and oral argument of counsel, I make the following findings of fact and conclusions of law.

Findings of Fact

1. Defendants are two of the seven members of the Anderson County Council. A majority vote of Anderson County Council requires four (4) members.
2. Council acts as a whole only by majority vote of its members.
3. Anderson County operates under the Council/Administrator form of government.



4. There is no evidence that a majority of Anderson County Council ever authorized the Defendants to conduct any inquiry or investigation on behalf of County Council.
5. The Anderson County Administrator filed this action with the approval of a majority of the members of Anderson County Council.
6. Previous requests to stop giving orders and directions to County employees were made by the County Administrator to the Defendants before this suit was filed. Specifically, on July 18, 2006, the County Administrator asked Defendant Wilson if she had concerns about the Animal Shelter, to meet with him and the Director. Additionally, on November 6, 2007, approximately one month before Defendant Wilson took members of the press inside the Finance Department with the other named Defendant, the County Administrator indicated to Ms. Wilson at a public meeting that he needed to be present if she wanted to go to the Finance Department.
7. The County Administrator has also requested Defendant Waldrep not to deal directly with County employees. The County Administrator sent letters in November of 2007 and August of 2008 to Defendant Waldrep attempting to stop Defendant Mr. Waldrep from instructing County employees.
8. The County Attorney has also tried unsuccessfully to stop Defendants from ordering and instructing County employees. Specifically, on January 8, 2008, the County Attorney told Defendant Wilson she needed to follow County protocol and explained to her that members of County Council deal with the staff of the County only through the Administrator.
9. Anderson County Council members have also tried without success to stop the Defendants from ordering and instructing County employees. Specifically, on

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<sup>1</sup> Plaintiff is withdrawing his request for a Permanent Injunction at this time.

September 18, 2007, a Council member chastised Defendant Wilson at a Council meeting for poorly treating two county employees who Defendant Wilson thought were too closely linked to the County Administrator.

10. Previous attempts by the County Administrator, County Attorney and County Council members to stop Defendants from ordering and instructing County employees have been unsuccessful and ignored by Defendants.

11. Significant evidence has been presented to the Court detailing instances when Defendants have ordered or instructed County employees.

12. Defendant Wilson admitted she was talking directly to employees. Defendant Wilson stated at a Council meeting she "valued employees and department heads their discretion in talking with her and she will never violate a confidence."

13. Defendant Wilson stated at a public meeting she went to a County employee's office and requested information, stating "as a member of Council [I am] entitled to the information."

14. On April 4, 2006, at a Council meeting, Defendant Wilson discussed publicly her recent trip into the Finance Department to review credit card expenses.

15. On November 21, 2006, Defendant Wilson instructed an employee at a Council meeting to provide her a list of the contractors he had provided dirt to.

16. On December 5, 2006, Defendant Wilson complained at a Council meeting about an employee hired by the Administrator and inferred the County Administrator should not have hired the female employee because she was pregnant.

17. On September 18, 2007, Defendant Wilson requested background information, education and work experience of a particular job applicant for a job in the County's

Environmental Services Division and required certain language be placed in the job description regarding qualification in an attempt to control who the County Administrator hired.

18. Exhibit 7 and a Supplemental Affidavit submitted by the Assistant Administrator of the Finance Division indicate Defendant Wilson acted in a demanding and rude manner when she entered the private offices of the Finance Department on two different occasions and demanded the employees produce certain records. One employee has filed two grievances with the County against Defendant Wilson regarding Defendant Wilson's conduct.
19. The County's internal grievance procedure cannot provide relief to County employees who complain about Council members' actions.
20. Exhibit 10 indicates another employee felt that Defendant Wilson threatened his continued employment with the County when he disagreed with her about an issue relating to his volunteer activities.
21. There is also sufficient evidence before the Court that Defendant Waldrep instructed and ordered County employees' actions. Specifically, Exhibit 5 indicates that Mr. Waldrep directed a County employee as to which County employees he wanted to attend a meeting and then threatened the employee that there would be repercussions after the County Administrator learned of Defendant Waldrep's actions and cancelled the meeting.
22. Exhibit 7 and two supplemental Affidavits submitted by County employees indicate that Defendant Waldrep told County employees that they were "making a big

mistake' if they didn't follow his orders when he went into the private offices of the Finance Department with press and news media.

23. Exhibits 12 and 13 are additional evidence of Defendant Waldrep's direct communications with County employees and his ordering them to provide him information.
24. Exhibit 15 indicates as recently as August 5, 2008, Defendant Waldrep endorsed publicly alleged efforts of newly elected Council members who have not yet taken office to place a particular County employee on leave in January of 2009
25. Per the County Personnel policies, only the County Administrator can place a County employee on leave.
26. The County Administrator has a duty to be responsive to the needs of his employees and provide safe and healthful working conditions pursuant to the County's Personnel Policies.
27. The County Administrator's duty to supervise his employees is being intentionally and purposefully thwarted by Defendants.
28. The County Administrator has a duty to ensure that neither Council nor its members give instructions to County employees per his employment contract.
29. The actions of Defendants have adversely interfered with the job responsibilities of County employees. The actions of Defendants have interfered with the County Administrator's ability to do his job.
30. The actions of the Defendants have adversely affected the morale of the County employees.

31. This is not a case where monetary relief can address or resolve the inappropriate conduct by two individual Council members towards County employees.

#### Standard of Review

A court, in its discretion, may grant a temporary injunction when it appears that a plaintiff is entitled to the relief granted and the requested relief restrains the continuance action which is injuring the plaintiff during the pendency of the action. Transcontinental Gas Pipe Line Corp v. Porter, 167 S.E.2d 313 (1969); County of Charleston v. Felkel, 137 S.E.2d 577 (1964). When a *prima facie* case has been made entitling a plaintiff to a temporary injunction, a temporary injunction will be granted without regard to the ultimate resolution of the case on the merits. Columbia Broadcasting System, Inc. v. Custom Recording Co., 189 S.E.2d 305 (1972).

An injunctive action is equitable in nature. Wiedemann v. Town of Hilton Head Island, 542 S.E.2d 752, 753 (Ct. App. 2001) An equitable action can be tried, with the judge having authority to make findings of fact. (*Id.*) Generally, to obtain an injunction, a party must demonstrate irreparable harm, a likelihood of success on the merits, and an inadequate remedy at law. Roach v. Combined Util. Comm'n., 351 S.E.2d 168, 170 (Ct. App. 1986).

#### Conclusions of Law

Personal immunity is not available to a governmental employee "if...the employee's conduct was not within the scope of his official duties." S.C. Code § 15-78-70 (b). As a preliminary matter, Defendants are properly named in this suit as they are sued in their individual capacities because their acts of instructing and ordering Anderson County employees are alleged to be taken outside the scope of their authority and in violation of state and local law.

Addressing the Plaintiff's request for injunctive relief, based on the above findings of fact, Plaintiff has established irreparable harm. In Kirk v. Clark, 191 S.C. 205, 4 S.E.2d 13 (1939), the Court held:

[W]hether a wrong is irreparable, in the sense that equity may intervene, and whether there is an adequate remedy at law for a wrong, are questions that are not decided by narrow and artificial rules. The Courts proceed realistically if the threatened wrong involves actual damage; the mere uncertainty of fixing the measure of such damage to the injured party may itself be sufficient to justify the exercise of equitable jurisdiction; and if the available legal remedy in a given case reduces itself to a matter of words, rather than to a matter of efficacy, because of its impracticability, or because the threatened acts may continue during the progress of an action at law, or because successive actions at law would be necessary to protect the plaintiff's rights, equity will hold that the existence of the legal remedy is not an obstacle to the exertion of the equitable power.

In this case, Plaintiff has proven irreparable harm and nothing short of a court order will protect County employees from receiving further orders and instructions from Defendants. Employees should not have to worry that their jobs are in jeopardy if they don't follow the job instructions and orders of persons who are not their employer while this case is pending.

Plaintiff has also shown he is likely to prevail on the merits in this case. A county administrator's responsibilities regarding County employees are set forth in state and local law. S.C. Code § 4-9-620 provides that the administrator shall be the administrative head of county government and be responsible for all departments of county government. See also Wilson v. Preston, 662 S.E.2d 580 (2008). S.C. Code § 4-9-630 lists the duties of the County Administrator and these duties include being responsible for the employment and discharge of County personnel and administering the County's personnel policies. S.C. Code § 4-9-660 states that "[e]xcept for the purposes of inquiries and investigations, the council shall deal with county officers and employees who are subject to the direction and supervision of the county administrator solely through the administrator, and neither the council or its members shall give

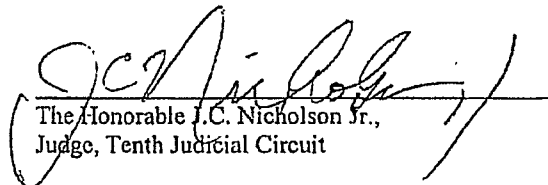
orders or instructions to any such officers or employees.” (emphasis added) Local Ordinance No. 2003-2006 requires the Administrator to follow state and local law and his contractual obligations, as do Sections 2-156 and 2-136 of the County’s Personnel Ordinance. Based on the provisions of these state and local laws, it is likely that the Plaintiff will prevail on the merits of his declaratory judgment action which requests an Order declaring that the Defendants have violated S.C. Code § 4-9-660.

Finally, there is no adequate remedy of law available to the County Administrator to protect County employees from continuing to be subjected to additional instructions and orders from Defendants, and injunctive relief is appropriate. An injunction in this case will further the orderly discharge of the County’s business. There is also a public interest in ensuring that County employees are able to perform their jobs without fear of reprisal from individual Council members during the pendency of this action.

As Plaintiff has proven all of the elements of a temporary injunction and is entitled to injunctive relief, based on the foregoing facts and conclusions of law.

IT IS ORDERED that Defendants immediately cease and desist from giving any orders or instructions to County employees regarding the employees’ job duties and responsibilities pending the final resolution of this case.

AND IT IS SO ORDERED!

  
The Honorable J.C. Nicholson Jr.,  
Judge, Tenth Judicial Circuit

Anderson, South Carolina

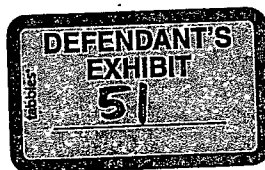
Dated: 12/23/08

**SUMMARY OF COSTS ASSOCIATED WITH INVESTIGATION  
AS OF 06/10/2010**

|                        | FY 2008 -<br>2009 | FY 2009 -<br>2010 | TOTAL               |
|------------------------|-------------------|-------------------|---------------------|
| Daniel, Bob            | 53,690.44         | 61,744.00         | 115,434.44          |
| Greene and Co          | 73,030.00         | 121,785.00        | 194,815.00          |
| Nexsen Pruet           | 133,378.71        | 176,922.81        | 310,301.52          |
| Palmetto Investigativa | 63,775.00         | 155,218.30        | 218,993.30          |
| Tallon Group           | 67,047.21         | 121,740.55        | 188,787.76          |
| Other                  | -                 | 1,612.61          | 1,612.61            |
| <b>TOTALS</b>          | <b>390,921.36</b> | <b>639,023.27</b> | <b>1,029,944.63</b> |

**SUMMARY OF COSTS ASSOCIATED WITH DEFENDING AGAINST LAWSUITS  
AS OF 06/10/2010**

|  |                   |                   |                     |
|--|-------------------|-------------------|---------------------|
| Richter Law Firm                                       | 10,090.54         | -                 | 10,090.54           |
| Hamilton Delleney                                      | 2,812.50          | -                 | 2,812.50            |
| Nexson Pruet   | -                 | 1,764.49          | 1,764.49            |
| Naxson Pruet   | -                 | 4,690.46          | 4,690.46            |
| Wyche Burgess Freeman & Parham PA                      | 60,909.43         | 5,950.39          | 66,859.82           |
| Wyche Burgess Freeman & Parham PA                      | 3,943.00          | 29.00             | 3,972.00            |
| Wyche Burgess Freeman & Parham PA                      | 11,175.77         | 23,861.37         | 35,037.14           |
| Wyche Burgess Freeman & Parham PA                      | 406.00            | -                 | 406.00              |
| Wyche Burgess Freeman & Parham PA                      | -                 | 145,204.67        | 145,204.67          |
| <b>TOTALS</b>  | <b>89,337.24</b>  | <b>181,500.58</b> | <b>270,837.82</b>   |
| <b>TOTAL OF INVESTIGATIVE<br/>COSTS &amp; LAWSUITS</b> | <b>480,258.60</b> | <b>820,523.85</b> | <b>1,300,782.45</b> |



Eddie Moore  
08/04/2008 05:57 AM

To "kelli" <kelli@waldreplaw.com>  
cc  
bcc  
Subject Re: information

Hey Bob,

Here it is...feel free to comment and red-line. I have room for probably three more sentences if you want me to add a few more comments.

Eddie



audit letter to council.doc  
"kelli" <kelli@waldreplaw.com>



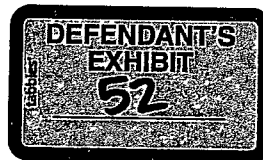
"kelli"  
<kelli@waldreplaw.com>  
08/04/2008 08:44 AM

To <eddie.moore@flour.com>  
cc  
Subject information

Hi, Mr. Moore. Mr. Waldrep asked me to email you in order for you to email him back the information you discussed.

Thanks!

Kelli B. Horne  
Paralegal to Robert L. Waldrep, Jr.  
P.O. Box 2367  
116 West Whirner Street  
Anderson, SC 29622  
(864) 224-6341 Telephone  
(864) 226-1852 Facsimile



FEI00444

002649

Mr. Chairman, ladies and gentlemen of the Council I really appreciate you allowing me to speak about such an important issue in our county. I really believe we have needed a detail audit of our finances for quite some time. However I think it would be in the benefit of all Anderson County to wait until after January 1 in order to make sure that we have an audit that will encompass the requirements of our new Council. The new council will include members that have the experience and understand what is required of an audit. You have a retired Army Lt. Colonel, construction engineer, and a highly respected local building contractor each with a world of experience. We each understand budgets and what is required of an audit of finances. However if you still decide to go forward we would like to make sure you follow the parameters that we feel are required of a credible audit.

First we would like you to appoint a financial audit committee that includes the three newly elected council members. This committee will assist you in creating a scope of audit procedures, which should include the following measures.

1. A bid procedure will be written into an Ordinance for the detailed audit. In this procedure specific details and requirements for the audit will be included.
2. The company or firm that completes the audit must not be connected to any Anderson County Employee. Any firm that has conducted any financial audit contracts with Anderson County in the past ten years would be exempt from bidding. It would be preferable to use a completely neutral firm from outside of the County and State.
3. The administrator and financial director would be placed on paid leave. They should be readily available to answer any questions should that become necessary. The Administrator and Financial director would be prohibited from any contact with county employees during this procedure.
4. A temporary acting Administrator would be hired which would fulfill our requirements of S.C Home Rule Act.
5. This acting Administrator will fulfill the directions of the county council in this audit exercise as well as direct the employees of the county. This will be in compliance with the S.C. Home Rule Act.
6. The county council will meet with the Financial Audit Committee and decide what areas of concern will be targeted in the audit scope procedure
7. The acting Administrator will accept bids for the audit and bring them to the county council for discussion.
8. After the auditing firm is chosen it will meet with the acting Administrator for discussion and implementation of council recommendations for audit.

I do realize that this is very brief description of our requirements for the audit procedures but due to the time restrictions you have put on this presentation it is the best we could do for now. We feel that giving the Administrator a blank check to do an audit of Anderson County finances is useless and inappropriate at this time.

FEI00445

Charles L. Alford, Ph.D.  
Overlook Executive Park

Office (864) 233-8593  
FAX (864) 233-4819  
charlie@cla3.com

October 1, 2012

Troy A. Tessier  
The Wyche Firm  
44 East Camperdown Way  
Greenville, SC 29601-3512

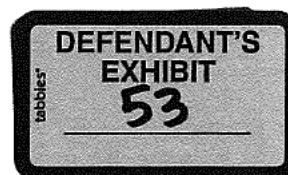
Re: Anderson County v. Joey Preston, *et al*

Dear Mr. Tessier:

At your request I have reviewed certain documents related to the severance pay of Joey R. Preston upon the termination of his employment with Anderson County, SC, including the following:

- Master Employment Agreement, July 22, 2008.
- A spreadsheet entitled "Contract Termination Without Cause -- Summary of All Compensation and Benefits that Would be Expended Either to Administrator or on his Behalf." Based on a reference in the October 23, 2008 Settlement Offer (below), I assume that this spreadsheet was developed by Mr. Preston or his counsel.
- Settlement Offer, October 23, 2008, in the form of a letter from attorney Robert Hoskins to attorney Tom Bright.
- November 17, 2008 e-mail from Mr. Hoskins to Mr. Bright, with attachments, regarding the proposed settlement.
- Settlement Offer, November 18, 2008, via e-mail correspondence from Mr. Hoskins to Mr. Bright, with attachments.

I have reviewed the Settlement Offers in light of the terms of the Master Employment Agreement. The Offers are summarized in Exhibits 1 and 2. Total value of the first Settlement Offer was \$1,276,031. Total value of the second Settlement Offer was \$1,139,883. Differences between the two offers are shown below.



Mr. Tessier  
October 1, 2012; page 2

|       |   |             |
|-------|---|-------------|
|       | Settlement offer 10/23/08                                 | \$1,276,031 |
| minus | Estimated vehicle lease payments, 1/1/2009 - 7/21/2011    | ( 21,564)   |
| minus | Change in cost to purchase additional SCRS service credit | ( 36,862)   |
| minus | Retiree health benefits                                   | ( 92,722)   |
| plus  | Legal expenses  | 15,000      |
|       | Settlement offer 11/17/08                                 | \$1,139,883 |

Items included in Mr. Preston's Settlement Offers, with the exception of Legal Expenses, are discussed below.

#### Duration of Severance Pay Period

The Preston Settlement Offers are based on a severance period of 2 years, 6 months, 21 days (January 1, 2009 - July 21, 2011) through the end of the term of the Employment Agreement in effect at the date of termination. Additionally, the Settlement Offers include six more months of pay and benefits. Therefore the total severance period included in the Settlement Offers was 3 years, 21 days (36 months, 21 days). According to the Master Employment Agreement, "The total severance pay under this Agreement shall not exceed thirty-six (36) months in the aggregate,...." The additional severance period beyond the end of the current contract was dependent on the total years of employment of Mr. Preston. At the termination date, he had 12.26 years of service. This entitled him to 6.13 additional months of severance (one month for every two years of service), but with a limit in total severance pay of 36 months. Had I been asked to compute the severance pay based on the Master Employment Agreement, I would have used a 36-month severance period.

#### #1 Salary

I am told that Mr. Preston's base salary at the date of his termination (12/31/2008) was \$167,838. The Preston Settlement Offers are based on 2% increases in years 2010 and 2011. According to the Master Employment Agreement (Section 3B), the severance pay was to be "at the rate of pay upon termination." Had I been asked to compute the annual severance pay amount based on the Master Employment Agreement, I would have used the \$167,838 base salary at the date of termination without considering annual increases.

#### #2 Social Security/Medicare Taxes -- Employer

The Settlement Offers include the employer portion of Social Security and Medicare taxes on the Severance Salary. While I recognize the employer's obligation to make

Mr. Tessier  
October 1, 2012; page 3

this payment, I would not have included it as a part of the value of the severance package to Mr. Preston. Moreover, even if it should be included in valuing the severance package, the value is overstated in the Settlement Offers. The November 18, 2008 Settlement Offer indicated that the total payment to Mr. Preston would be made by November 30, 2008. Therefore, although the severance wages were replacement for 2009 - 2001 wages, the actual payment would have been made in 2008. In that year Mr. Preston's other wages from Anderson County exceeded the Social Security maximum of \$102,000. Therefore the employer FICA contribution would have been limited to the Medicare portion, or 1.45% of the severance wage. Based on the severance wage identified in the November 17, 2008 Settlement Offer, this would have been \$7,399 instead of \$24,243. Without imputing annual increases and limiting the severance period to 36 months, this value would be \$7,301.

- #3 Unused Vacation Pay Out
- #4 Sick and Comp Leave
- #5 401-k per Contract
- #6 401-k County Match (#6)

I do not have any information on these items and have assumed that the amounts shown in the Settlement Offers are correct.

- #7 Life Insurance
- #9 Health Insurance
- #10 Dental Insurance
- #11 Long-term Disability Insurance
- #12 Optional Life Insurance
- #13 Supplemental Long-term Disability Insurance

The Settlement Offers include insurance coverage for a period of 36 months, 21 days (the same period as wage severance in the Offers). Section 3B of the Master Employment Agreement says

...he shall be entitled to all pay and *financial* benefits .... Further, in the event that Administrator is terminated by the Council as set forth in this section (without cause), then in that event all life, health, dental, and disability insurance and all other County provided benefits for the Administrator shall continue in full force and coverage, at County expense, for a period of six (6) months or until similar coverage is provided to Joey R. Preston by a subsequent employer (and is in full force and effect) which ever comes first. [*Italics added.*]

Mr. Tessier  
October 1, 2012; page 4

This wording is subject to legal interpretation which I am neither qualified nor willing to make. It may be that the meaning is that employer-paid insurance benefits are not to be included in the definition of *financial* benefits. In that case it appears that the continuation of insurance coverage at the County's expense would continue for up to six months beyond the date of termination. If, on the other hand, *financial* benefits as referenced in the Employment Agreement include employer-paid insurance premiums, it appears that the premium payments could be included for up to six months beyond the end of the severance term, or a total of up to 42 months.

**#8 Retirement -- Employer Portion**

The Settlement Offers include the value of the employer South Carolina Retirement System contribution (9.39% of gross wages). Had I been asked to compute the value of the severance plan, I would have applied this percentage to the severance wages, without annual increases, for a period of 36 months.

**#14 Telephone**

**#15 Fuel**

**#16 Estimated Lease Payments on Vehicle**

**#17 Vehicle Insurance**

**#18 Vehicle Repairs**

**#19 Dues and Subscriptions**

Costs of all of these items are included in the Settlement Offers. These are job-related expenses. Had I been asked to value the severance package, I would not have included the costs of these items.

**#20 Annual Physical**

The Settlement Offers include annual physicals for three years at an estimated cost of \$500 per physical. I have included these costs in my alternative computations.

**#21 Severance Pay of Six Months**

This item was discussed on page two of this report. Including severance pay of six months in addition to the 30 months, 21 days included in Item #1 results in a total severance period in excess of the 36-month maximum identified in the Master Employment Agreement.

Mr. Tessier  
October 1, 2012; page 5

**#22 All Health, Life, Dental, and Disability Insurance for Six Months**

This is discussed on pages 3-4 of this report.

**#23 All Other County Provided Benefits to be Paid for Six Months**

Again, inclusion of this item in the Settlement Offers extends the severance period beyond 36 months. Additionally, the value of this item shown in the Settlement Offers (\$27,131) is duplicative to the extent that it includes employer FICA taxes. Also, it includes telephone expense, vehicle expense, and dues/subscriptions expense, all of which are employment related expenses. Finally, although the 11/17/19 Settlement Offer excludes the estimated vehicle lease payments that were included in the 10/23/08 Settlement Offer, the vehicle fuel, insurance, and repairs expenses were not deleted in the second offer. Had I been asked to value the severance package, I would not have included this item at all because any of its components that should have been considered would have already been accounted for in the 36-month severance package.

**#24 Cost of Purchasing Additional SCRS Service Credit**

Had I been asked to value the severance package, I would not have included this item which is not referenced at all in the Master Employment Agreement.

**#25 Retiree Health Benefits**

This item was excluded in the second Settlement Offer. I understand that this has not been lost by Mr. Preston because he still qualifies. Nevertheless, it is not mentioned in the Master Employment Agreement and I would not have included it in a valuation of the severance package.

**Valuation of Severance Package**

Exhibits 3 and 4 summarize my independent calculations of the value of the severance plan described in the Master Employment Agreement. The two scenarios are based on the discussion of the insurance benefits on pages 3-4 of this report. Under an assumption that the intent of the Master Employment Agreement was to provide insurance coverage for up to six months past the date of termination (Scenario 1), I have computed the value of the severance package at \$681,056. Under an assumption that the intent of the Master Employment Agreement was to provide insurance for six months past

Mr. Tessier  
October 1, 2012; page 6

the end of the severance period (Scenario 2), I have computed the value of the severance package at \$723,806.

**Reservation to Amend**

The appropriate computation of the value of the severance package may change with the availability of additional information. I respectfully reserve the right to amend my report if it becomes appropriate to do so.

**Qualifications and Fees**

My résumé and a summary of my testimony since 2007 are enclosed.

Charges for work by my firm in this case are at standard hourly rates, currently \$320 for my time and \$60 for that of my Assistant.

Cordially,



Charles L. Alford, Ph.D.

CLA/pc

Enclosures

EXHIBIT 1  
PRESTON SETTLEMENT OFFER  
October 23, 2008

|   | 2009<br>12 months | 2010<br>12 months | 2011<br>Thru 7/21 | Total            |
|---|-------------------|-------------------|-------------------|------------------|
| 1 Salary  | 167,838           | 171,195           | 87,309            | 426,342          |
| 2 Social Security/Medicare Taxes – Employer   | 8,758             | 8,806             | 6,679             | 24,243           |
| 3 Unused Vacation Pay Out (as of 9/30/08)   | 40,424            |                   |                   | 40,424           |
| 4 Sick and Comp Leave (as of 9/30/08)   | 64,415            |                   |                   | 64,415           |
| 5 401(k) (per Contract)   | 5,374             | 5,374             | 2,911             | 13,659           |
| 6 401(k) County Match   | 300               | 300               | 150               | 750              |
| 7 Life Insurance  | 928               | 928               | 503               | 2,359            |
| 8 Retirement – Employer Portion   | 15,760            | 16,075            | 8,198             | 40,033           |
| 9 Health Insurance  | 11,342            | 11,909            | 6,773             | 30,024           |
| 10 Dental Insurance   | 416               | 437               | 249               | 1,102            |
| 11 Long-term Disability Insurance   | 45                | 47                | 27                | 119              |
| 12 Optional Life Insurance  | 794               | 833               | 473               | 2,100            |
| 13 Supplemental Long-term Disability Insurance  | 277               | 291               | 166               | 734              |
| 14 Telephone  | 4,369             | 4,588             | 2,607             | 11,564           |
| 15 Fuel   | 7,591             | 7,970             | 4,531             | 20,092           |
| 16 Estimated Lease Payments on Vehicle  | 8,484             | 8,484             | 4,596             | 21,564           |
| 17 Vehicle Insurance  | 817               | 858               | 488               | 2,163            |
| 18 Vehicle Repairs  | 2,000             | 2,100             | 1,194             | 5,294            |
| 19 Dues and Subscriptions   | 310               | 310               | 169               | 789              |
| 20 Annual Physical  | 500               | 500               | 500               | 1,500            |
| Subtotal  | <u>340,742</u>    | <u>241,005</u>    | <u>127,523</u>    | <u>709,270</u>   |
| Additional Items per Contract   |                   |                   |                   |                  |
| 21 Severance pay of six months  |                   |                   |                   | 83,920           |
| 22 All Health, Life, Dental, and Disability Insurance for Six Months (#7, #9 - #13)         |                   |                   |                   | 6,901            |
| 23 All Other County Provided Benefits to be Paid for Six Months (#2, #5, #6, #8, #14 - #20) |                   |                   |                   | <u>27,131</u>    |
|   |                   |                   |                   | 827,222          |
| 24 To purchase 7 years, 7 months 23, days service from SCRS                                 |                   |                   |                   | 356,087          |
| 25 Retiree health benefits  |                   |                   |                   | <u>92,722</u>    |
| Total settlement offer, 10/23/08  |                   |                   |                   | <u>1,276,031</u> |

002657

EXHIBIT 2  
PRESTON SETTLEMENT OFFER  
November 17, 2008

|   | 2009<br>12 months | 2010<br>12 months | 2011<br>Thru 7/21 | Total            |
|---|-------------------|-------------------|-------------------|------------------|
| 1 Salary  | 167,838           | 171,195           | 87,309            | 426,342          |
| 2 Social Security/Medicare Taxes – Employer   | 8,758             | 8,806             | 6,679             | 24,243           |
| 3 Unused Vacation Pay Out (as of 9/30/08)   | 40,424            |                   |                   | 40,424           |
| 4 Sick and Comp Leave (as of 9/30/08)   | 64,415            |                   |                   | 64,415           |
| 5 401(k) (per Contract)   | 5,374             | 5,374             | 2,911             | 13,659           |
| 6 401(k) County Match   | 300               | 300               | 150               | 750              |
| 7 Life Insurance  | 928               | 928               | 503               | 2,359            |
| 8 Retirement – Employer Portion   | 15,760            | 16,075            | 8,198             | 40,033           |
| 9 Health Insurance  | 11,342            | 11,909            | 6,773             | 30,024           |
| 10 Dental Insurance   | 416               | 437               | 249               | 1,102            |
| 11 Long-term Disability Insurance   | 45                | 47                | 27                | 119              |
| 12 Optional Life Insurance  | 794               | 833               | 473               | 2,100            |
| 13 Supplemental Long-term Disability Insurance  | 277               | 291               | 166               | 734              |
| 14 Telephone  | 4,369             | 4,588             | 2,607             | 11,564           |
| 15 Fuel   | 7,591             | 7,970             | 4,531             | 20,092           |
| 16 Estimated Lease Payments on Vehicle  |                   |                   |                   |                  |
| 17 Vehicle Insurance  | 817               | 858               | 488               | 2,163            |
| 18 Vehicle Repairs  | 2,000             | 2,100             | 1,194             | 5,294            |
| 19 Dues and Subscriptions   | 310               | 310               | 169               | 789              |
| 20 Annual Physical  | 500               | 500               | 500               | 1,500            |
| Subtotal  | <u>332,258</u>    | <u>232,521</u>    | <u>122,927</u>    | <u>687,706</u>   |
| Additional Items per Contract   |                   |                   |                   |                  |
| 21 Severance pay of six months  |                   |                   |                   | 83,920           |
| 22 All Health, Life, Dental, and Disability Insurance for Six Months (#7, #9 - #13)         |                   |                   |                   | 6,901            |
| 23 All Other County Provided Benefits to be Paid for Six Months (#2, #5, #6, #8, #14 - #20) |                   |                   |                   | <u>27,131</u>    |
|   |                   |                   |                   | 805,658          |
| 24 To purchase 7 years, 7 months 23, days service from SCRS                                 |                   |                   |                   | 319,225          |
| 25 Retiree health benefits  |                   |                   |                   |                  |
| 26 Legal expenses   |                   |                   |                   | <u>15,000</u>    |
| Total settlement offer, 10/23/08  |                   |                   |                   | <u>1,139,883</u> |

002658

002659

## EXHIBIT 3

## COMPUTATION OF SEVERANCE PACKAGE PER EMPLOYMENT AGREEMENT

## SCENARIO 1. INSURANCE CONTINUED FOR SIX MONTHS

|  | 2009      | 2010      | 2011      | Total     |   |
|--|-----------|-----------|-----------|-----------|---|
|  | 12 months | 12 months | 12 months | 36 months |   |
| 1 Salary   | 167,838   | 167,838   | 167,838   | 503,514   |   |
| 2 Social Security/Medicare Taxes – Employer                          |           |           |           |           | required employer payment to IRS (also recognized in Preston settlement offers) |
| 3 Unused Vacation Pay Out (as of 9/30/08)                            | 40,424    |           |           | 40,424    |   |
| 4 Sick and Comp Leave (as of 9/30/08)                                | 64,415    |           |           | 64,415    |   |
| 5 401(k) (per Contract)  | 5,374     | 5,374     | 5,374     | 16,122    |   |
| 6 401(k) County Match  | 300       | 300       | 300       | 900       |   |
| 7 Life Insurance   |           |           |           |           | Included in item #22  |
| 8 Retirement – Employer Portion                                      | 15,760    | 15,760    | 15,760    | 47,280    |   |
| 9 Health Insurance   |           |           |           |           | Included in item #22  |
| 10 Dental Insurance  |           |           |           |           | Included in item #22  |
| 11 Long-term Disability Insurance                                    |           |           |           |           | Included in item #22  |
| 12 Optional Life Insurance   |           |           |           |           | Included in item #22  |
| 13 Supplemental Long-term Disability Insurance                       |           |           |           |           | Included in item #22  |
| 14 Telephone   |           |           |           |           | job requirement, per Employment Agreement                                       |
| 15 Fuel  |           |           |           |           | job requirement, per Employment Agreement                                       |
| 16 Estimated Lease Payments on Vehicle                               |           |           |           |           | job requirement, per Employment Agreement                                       |
| 17 Vehicle Insurance   |           |           |           |           | job requirement, per Employment Agreement                                       |
| 18 Vehicle Repairs   |           |           |           |           | job requirement, per Employment Agreement                                       |
| 19 Dues and Subscriptions  |           |           |           |           | job requirement, per Employment Agreement                                       |
| 20 Annual Physical   | 500       | 500       | 500       | 1,500     |   |
| Subtotal   | 294,611   | 189,772   | 189,772   | 674,155   |   |
| Additional Items per Contract  |           |           |           |           |   |
| 21 Severance pay due to service                                      |           |           |           |           | included in item #1   |
| 22 All Health, Life, Dental, and Disability Insurance for Six Months |           |           |           | 6,901     | 6 months of 2009 value  |
| 23 All Other County Provided Benefits to be Paid for Six Months      |           |           |           |           | included in item #5, #6, and #8   |
|  |           |           |           | 681,056   |   |

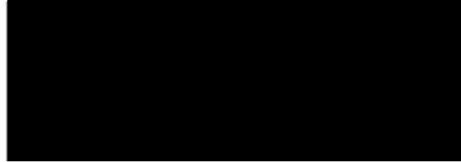
EXHIBIT 4

COMPUTATION OF SEVERANCE PACKAGE PER EMPLOYMENT AGREEMENT  
 SCENARIO 2: INSURANCE CONTINUED FOR FORTY-TWO MONTHS

|  | 2009<br>12 months | 2010<br>12 months | 2011<br>12 months | Total<br>36 months |   |
|--|-------------------|-------------------|-------------------|--------------------|---|
| 1 Salary   | 167,838           | 167,838           | 167,838           | 503,514            |   |
| 2 Social Security/Medicare Taxes – Employer                          |                   |                   |                   |                    | required employer payment to IRS (also recognized in Preston settlement offers) |
| 3 Unused Vacation Pay Out (as of 9/30/08)                            | 40,424            |                   |                   | 40,424             |   |
| 4 Sick and Comp Leave (as of 9/30/08)                                | 64,415            |                   |                   | 64,415             |   |
| 5 401(k) (per Contract)  | 5,374             | 5,374             | 5,374             | 16,122             |   |
| 6 401(k) County Match  | 300               | 300               | 300               | 900                |   |
| 7 Life Insurance   | 928               | 928               | 928               | 2,784              |   |
| 8 Retirement – Employer Portion                                      | 15,760            | 15,760            | 15,760            | 47,280             |   |
| 9 Health Insurance   | 11,342            | 11,909            | 11,909            | 35,160             |   |
| 10 Dental Insurance  | 416               | 437               | 437               | 1,290              |   |
| 11 Long-term Disability Insurance                                    | 45                | 47                | 49                | 141                |   |
| 12 Optional Life Insurance   | 794               | 833               | 875               | 2,502              |   |
| 13 Supplemental Long-term Disability Insurance                       | 277               | 291               | 305               | 873                |   |
| 14 Telephone   |                   |                   |                   |                    | job requirement, per Employment Agreement                                       |
| 15 Fuel  |                   |                   |                   |                    | job requirement, per Employment Agreement                                       |
| 16 Estimated Lease Payments on Vehicle                               |                   |                   |                   |                    | job requirement, per Employment Agreement                                       |
| 17 Vehicle Insurance   |                   |                   |                   |                    | job requirement, per Employment Agreement                                       |
| 18 Vehicle Repairs   |                   |                   |                   |                    | job requirement, per Employment Agreement                                       |
| 19 Dues and Subscriptions  |                   |                   |                   |                    | job requirement, per Employment Agreement                                       |
| 20 Annual Physical   | 500               | 500               | 500               | 1,500              |   |
| Subtotal   | 308,413           | 204,217           | 204,275           | 716,905            |   |
| Additional Items per Contract  |                   |                   |                   |                    |   |
| 21 Severance pay due to service                                      |                   |                   |                   |                    | included in item #1   |
| 22 All Health, Life, Dental, and Disability Insurance for Six Months |                   |                   |                   | 6,901              | 6 months of 2009 value  |
| 23 All Other County Provided Benefits to be Paid for Six Months      |                   |                   |                   |                    | included in item #5, #6, and #8   |
|  |                   |                   |                   | 723,806            |   |

002660

**Charles L. Alford, Ph.D.**



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**Fax: (864) 233-4819**

**charlie@cla3.com**

**Education**

Ph.D. in Economics and Business Administration; University of Alabama, 1972;  
Major – marketing; Minors – economics and quantitative methods.

B.A. in Economics; Wofford College, 1968.

**Teaching and Administrative Experience**

Professor Emeritus (2003), James C. Self Professor of Business Administration (1994), Professor (1983), Associate Professor (1976), Assistant Professor (1971) of Economics and Business Administration, Furman University.

Chair, Department of Economics and Business Administration, Furman University, 1976 – 1985.

Chair, Furman University Faculty, 1993 – 1995.

Faculty Athletic Representative to The Southern Conference and NCAA, 1995 – 2003.

**Teaching Assignments at Furman**

Economics: macroeconomics, microeconomics, urban economics, personal finance.

Business Administration: principles of marketing, marketing research, marketing problems, marketing management (graduate level), quantitative methods for business, experiential learning in business.

Statistics: graduate and undergraduate.

Director of the Furman Economics and Business Administration Internship Program

### **Publications**

"The Economist's Role in Wrongful Death Cases," with John G. Fulmer, *South Carolina Trial Lawyers Bulletin*, October, 1974.

"An Investigation into the Effects of Selected Variables Upon Barriers to Entry in Manufacturing Industries," *Southern Marketing Association Proceedings*, 1974.

"New Product Idea Generation: A Case Study of Household Cleaners," with J. Barry Mason, *Journal of Advertising Research*, Spring, 1974.

"The Effects of Oral vs. Written Two-Sided Messages," with J. M. Wilkerson, *Journal of the Academy of Marketing Sciences*, Summer, 1976.

*Succeeding in the Free Enterprise System*, CORBIA – Council of Resources, 1978. A textbook written for the South Carolina Veterans Administration.

"Business Goodwill in South Carolina," with Katherine Tiffany and Peter C. Tiffany, *South Carolina Lawyer*, May, 2011.

### **Invited Lectures**

"In Defense of Advertising," Wofford College, 1976.

"The Role of Marketing Research in the Business Enterprise," Wofford College, 1977.

"The Changing Marketing Concept," Sales and Marketing Executives Club of Greenville, 1978.

"What Really Matters," L. D. Johnson Memorial Lecture, Furman University, 1983.

Numerous speeches to local service, professional, and business organizations on business strategies and business valuation.

Co-presenter with Peter Tiffany, Timothy Madden, and Thomas Traxler, "2011 Family Law Intensive: Tax Returns, Other Financial Records & Valuation," October 2011.

### **Professional Affiliations**

American Economic Association  
Southern Economic Association

Southern Marketing Association  
National Association of Forensic Economics

#### **Awards and Honors**

Western Electric Fund Award for innovative teaching, presented by the American Assembly of Collegiate Schools of Business, 1982.

Faculty Internship, Henderson Advertising Agency, 1972.

NDEA Fellowship, University of Alabama.

*Wall Street Journal* Award, Wofford College.

Listed in *Who's Who Among Expert Witnesses*.

#### **Other Professional Activities**

Professional Associations – Attended, presented papers, discussed papers, chaired sessions, and judged papers at numerous professional association meetings.

#### **Consulting**

Have been recognized in Federal District Courts, state courts in South Carolina, North Carolina, and Tennessee, South Carolina Family Courts, and the South Carolina Public Service Commission as an expert in economic and business affairs, including the following areas.

- valuation of closely held companies
- review of company performance and condition
- forecasting of sales and profits
- consideration of economic consequences of alimony and child support payments
- equitable distribution of marital assets
- application of South Carolina Department of Social Services Child Support Guidelines
- valuation of defined benefit pension plans
- computation of economic loss due to death, disability, and termination
- computation of lost business profits
- unfair trade practices
- antitrust violations

Have been appointed as the court's expert in South Carolina Family Court, South Carolina Circuit Court, and Masters in Equity in Greenville and Anderson counties.

Have been retained by plaintiff's attorneys, defendant's attorneys, United States Department of Justice, and insurance companies in evaluation of economic loss.

Have served as a consultant in valuation of numerous closely held companies outside the context of litigation, including manufacturers, wholesalers, retailers, professional associations, and personal service companies.

Other consulting experience includes market research and analysis, corporate image research, and development and implementation of strategic plans.

Have served on the local advisory boards of a bank, commercial real estate development firm, and travel agency.

#### **Community Activities**

Past service on Travelers Rest Area Council, vice chairman, director, chair of Education Committee, co-chair of Economic Development Committee.

Past service on Travelers Rest Home Town Association, director, treasurer.

Charles L. Alford, Ph.D.  
2007 Depositions, Trials & Arbitrations

| Date       | Deposition, Trial or Arbitration | Attorney               | Case   | Type of Court           | Location             |
|------------|----------------------------------|------------------------|--|-------------------------|----------------------|
| 1/17/2007  | T                                | T.S. Stern             | Hallmark Marketing Corporation v. Zimer, Inc., and Antonio Zimer, June Zimer, Walter Zimer, and Diana Zimer  | Common Pleas            | Greenville County    |
| 1/24/2007  | T                                | Carl F. Muller         | Larry House v. Greenville Gynecology Group, PA, Dr. William Coleman and Beth Snyder, Janey House v. Greenville Gynecology Group, PA, Dr. William Coleman and Beth Snyder   | Common Pleas            | Greenville County    |
| 2/5/2007   | D                                | Robert P. Foster       | Oates, et al v. Futuristic, Inc. et al   | Superior Court          | Onslow County        |
| 2/6/2007   | T                                | Jon E. Newton          | Jon-Enk Hartfield, through his conservator Haskell L. Hartfield, and Haskell L. Hartfield, individually v. Glenn McDonald, d/b/a The Carolina Eight Ball Lounge, and The Getaway Lounge & Grill, Inc., and Shou-Mei Momo, individually and as President of The Getaway Lounge & Grill, Inc., Robert C. Cockrell, individually and d/b/a Williams Package and The South Carolina Department of Transportation | Common Pleas            | Greenwood County     |
| 2/20/2007  | T                                | James R. Hubbard       | Consolidated Insured Benefits, Inc. and Ronald F. English v. Conesco Medical Insurance Company, A Foreign Company  | U.S. District           | Greenville, SC       |
| 2/21/2007  | T                                | Richard S. Stewart     | Michael J. Phillips and Vickie Phillips v. Morbark, Inc.   | U.S. District           | Beaufort, SC         |
| 3/19/2007  | D                                | Tom J. Ervin           | Ronald Foggie v. Laurens County EMS  | Common Pleas            | Laurens County       |
| 4/12/2007  | D                                | Billy J. Garrett, Jr.  | Kathryn A. Estes and Jeffrey A. Estes v. Amy E. Keasler Ricketts ad John Keasler   | Common Pleas            | Greenwood County     |
| 5/24/2007  | D                                | Marlon C. Fairley, Jr. | Ronald A. Alosin, Eiji Teragouchi, Gordon A. Pennington, et al. v. Westinghouse Savannah River Company and WSRG Delta Plant  | U.S. District           | Spartanburg, SC      |
| 5/29/2007  | T                                | Duke K. McCall, Jr     | Jonathan S. McCall v. IKON, d/b/a IKON Educational Services, and CESC  | Common Pleas            | Greenville County    |
| 6/1/2007   | D                                | R. Scott Dover         | Lisa Huckabee Harrison v. Robert Edward Harrison   | Family Court            | Pickens County       |
| 6/19/2007  | D                                | Steven R. LeBlanc      | Super Duper, Inc., dba Super Duper Publications, a South Carolina Corporation v. Mattel, Inc., a Delaware Corporation  | U.S. District           | Greenville, SC       |
| 6/25/2007  | D                                | Jean P. Derrick        | Troy Wood d/b/s Woods Produce v. SCDOT   | Common Pleas            | Loxington County     |
| 7/18/2007  | D                                | A. Christopher Potts   | Jack R. Farley v. Trident Medical Center, LLC d/b/a Trident Health Systems and Palmetto LowCountry Behavioral Health, LLC  | Common Pleas            | Charleston County    |
| 8/14/2007  | T                                | Jean P. Derrick        | Cheryl Howard Craig v. William Rhett Craig, III  | Family Court            | Greenville County    |
| 8/21/2007  | D                                | W. Harold Christian    | Tamora Dinkins, Individually and as PR of the Estate of Richard Dinkins v. Anderson Area Medical Center  | Common Pleas            | Anderson County      |
| 8/22/2007  | D                                | Donald R. Moorhead     | Bobby Gene Owens v. K.R. Drenth Trucking, Inc. and James Davis   | U.S. District           | Greenville, SC       |
| 8/8/2007   | D                                | James R. Gilreath      | BCD, LLC; Rosen Campus I, LLC; CR-MERC, LLC; and Rosen-WT Management, LLC v. BMW Manufacturing Co., LLC I/n/a BMW Manufacturing Corp   | U.S. District           | Greenville, SC       |
| 9/14/2007  | D                                | Scott M. Anderson      | Maxine Shelton and Jery Shelton v. Steelcase, Inc.   | Superior Court Division | Henderson County, NC |
| 9/18/2007  | T                                | James H. Price, III    | Sheila M. Robison v. David McGill Robison, III   | Family Court            | Greenville County    |
| 10/5/2007  | T                                | Scott M. Anderson      | Maxine Shelton and Jery Shelton v. Steelcase, Inc.   | Superior Court Division | Henderson County, NC |
| 10/8/2007  | T                                | Robert M. Rosenfield   | Cheri Frances Hilliard Lyda v. Danny Racine Lyda   | Family Court            | Pickens County       |
| 10/31/2007 | T                                | David L. Thomas        | Sherrie Mann McBride v. The School District of Greenville County and William Roach   | Common Pleas            | Greenville County    |

002665

Charles L. Allford, Ph.D.  
2008 Depositions, Trials & Arbitrations

| Date       | Deposition,<br>Trial or<br>Arbitration | Attorney                 | Case  | Type of Court                                       | Location           |
|------------|--|--------------------------|---|---|--------------------|
| 2/22/2008  | D                                      | Robert C. Ray            | Phyllis Capper-Harris v. Greenville Hospital System   | Common Pleas  | Greenville County  |
| 3/27/2008  | D                                      | Jay D. Lukowski          | Diana McAniston, Individually and as Executor of the Estate of Lawrence J. McAniston v. Otadayo A. Oshuga, M.D., East Point Primary Care Center, P.C., Ade/Dayo M. Oduwole, M.D., Monchouse Medical Associates, Inc., David R. Barnes, M.D., Apollo MD Physician Service AL, LLC, and South Fulton Emergency Physicians, LLC                  | State Court of Fulton County<br>State of Georgia    | Fulton County      |
| 3/31/2008  | D                                      | Donald R. Moorhead       | John K. Winslett, Individually and as Personal Representative of the Estate of John C. Winslett, Jr. v. McLeod Jenkins & Holleman Surgical P.A., McLeod Holleman & Lugo Surgical P.A., Highlander Surgical Group, P.A., James B. Holleman, M.D., P.A., James Bennett Holleman, M.D., Individually and Thomas Allen McLeod, M.D., Individually | Common Pleas  | Spartanburg County |
| 4/8/2008   | T                                      | Donald R. Moorhead       | John K. Winslett, Individually and as Personal Representative of the Estate of John C. Winslett, Jr. v. McLeod Jenkins & Holleman Surgical P.A., McLeod Holleman & Lugo Surgical P.A., Highlander Surgical Group, P.A., James B. Holleman, M.D., P.A., James Bennett Holleman, M.D., Individually and Thomas Allen McLeod, M.D., Individually | Common Pleas  | Spartanburg County |
| 4/14/2008  | D                                      | Craig L. Bacon           | Eddie B. Hughes, Jeanette Hughes, Individually and as guardian for Elizabeth A. Hughes, v. Anastasia M. Brownlee  | Common Pleas  | Anderson County    |
| 4/18/2008  | T                                      | Robert C. Ray            | Phyllis Capper-Harris v. Greenville Hospital System   | Common Pleas  | Greenville County  |
| 4/17/2008  | D                                      | Geoffrey H. Waggoner     | Heñ Platt and Michael Platt v. Michael S. Sabback, M.D., Carolina Surgical Associates, PA, Trident Medical Center, LLC d/b/a Trident Medical Center   | Common Pleas  | Charleston County  |
| 4/24/2008  | T                                      | Steven R. LeBlanc        | Super Duper, Inc., d/b/a Super Duper Publications, a South Carolina Corporation v. Madel, Inc., a Delaware Corporation  | U.S. District                                       | Spartanburg, SC    |
| 5/19/2008  | D                                      | Robert E. Hopkins        | Robert Moorhead v. New York Life Insurance  | U.S. District                                       | Spartanburg, SC    |
| 5/6/2008   | D                                      | Scott M. Anderson        | Vaden Landers v. Rantzenbach Constco, Incorporated  | Court of Indian Offenses                            | Cherokee, NC       |
| 5/11/2008  | T                                      | Jon E. Newton            | Dorrie Allen Parbit, et al. vs. Quaries Putwood and Logging, Inc.   | Common Pleas  | Greenwood County   |
| 06/25/2008 | D                                      | J. Kendall Fow           | Debra H. Cain, Individually and as Administratrix of the Estate of Ryan Cain, and Walter L. Cain, Individually v. Cain Car, Inc. and Billy Casper Golf, LLC   | Superior Court of Fulton County<br>State of Georgia | Fulton County      |
| 7/8/2008   | D                                      | Jennifer E. Johnson      | Sheri G. Blackwell, on behalf of herself and all others similarly situated v. Medical Savings Insurance Company   | U.S. District                                       | Spartanburg, SC    |
| 7/17/2008  | D                                      | Jay D. Lukowski          | Alan K. Leavitt, Individually and as Executor of the Estate of Lee H. Leavitt v. Dr. Jeff Headley, Perimeter Surgical Associates, PC, Dr. Alan Farnbaugh, Dr. Henry Peretz, Emergency Care of Atlanta, Inc., and Saint Joseph's Hospital of Atlanta, Inc.   | State Court of Fulton County<br>State of Georgia    | Fulton County      |
| 7/21/2008  | D                                      | Michael T. Coulter       | Everett Ricky Fisher v. Elma Medina Sierra  | Common Pleas  | Oconee County      |
| 8/12/2008  | D                                      | Cabney J. Carr, IV       | First National Bank v. First National Bank of the South, First National Bancshares, Inc., John Hight and Peter Setz   | U.S. District                                       | Greenville, SC     |
| 9/2/2008   | T                                      | Mary Alice Godfrey       | Cathy D. Anderson v. Antonio Anderson   | Family Court  | Greenville County  |
| 9/9/2008   | D                                      | Sloven R. LeBlanc        | SubAir Systems, LLC v. PrecisionAim Systems, Inc. and Precision Small Engine Company  | U.S. District                                       | Abbe, SC           |
| 9/10/2008  | T                                      | John D. Hawkins          | Clayton Burgess, Jr. v. Marlow Fibers, Nissan Forklift Corporation and Carolina Material Handling Services  | Common Pleas  | Spartanburg County |
| 9/12/2008  | T                                      | Kenneth C. Porter        | Robin L. Bylerga v. Andrew E. Bylerga   | Family Court  | Greenville County  |
| 9/17/2008  | T                                      | Marion C. Falvey, Jr.    | Ronald A. Alstin, EPI Torgpoult and Gordon G. Pennington, for themselves and others similarly situated, v. Westinghouse Savannah River Company, and WSRIC Deba Plan   | U.S. District                                       | Spartanburg, SC    |
| 9/23/2008  | T                                      | Robert M. Rosenfeld      | Demetra Karthodas Grumbos v. George Spynn Grumbos   | Family Court  | Greenville County  |
| 9/23/2008  | D                                      | Floyd B. Mills, III      | Alejandra Ibanes Aguiar, et al. v. Quality Haulers, Inc., et al   | Common Pleas  | Anderson County    |
| 10/7/2008  | D                                      | Matthew E. Volverson     | Angel M. Foy v. Heritage Operating, L.P. a/k/a Heritage Propane Partners, LP and Heritage Holdings, Inc. d/b/a Blue Flame Gas of Moods Corner and James A. Frazier  | U.S. District                                       | Charleston County  |
| 10/15/2008 | D                                      | Fred W. Duggs            | Wanda and Peter Kessler v. Mary Dick Health System, Upstate Emergency Physicians and Daniel Crumrine, DO  | Common Pleas  | Spartanburg County |
| 11/24/2008 | D                                      | Murray Y. Covertson      | Faye P. Brooks, as Personal Representative of the Estate of Terry C. Brooks v. BRBK Building Group, Inc., Norm Norms Industrial Manufacturing, UMA Group Ltd., Fagen, Inc., and Fagen Engineering, LLC  | Common Pleas  | Greenville County  |
| 11/24/2008 | D                                      | J. Michael Turner, Sr.   | Mary M. Crawley and Michael Crawley v. Thomas L. Roberts, III, MD   | Common Pleas  | Spartanburg County |
| 12/4/2008  | D                                      | Thomas A. Kiborn, Jr.    | Terry Lynn Chambers, in his capacity as guardian ad litem for John Roger Chambers v. PGT Industries, Inc.   | General Court of Justice<br>Superior Court Division | Davidson County    |
| 12/18/2008 | D                                      | Mackenzie G. Archershold | Lois Bletcher and Craig Bletcher v. Stephen John Lewis, MD, Cherokee Women Center, PA, Vaskataish Gutta, MD, and Geoffrey Urinogy, PA   | Common Pleas  | Cherokee County    |

Charles L. Alford, Ph.D.  
2009 Depositions, Trials & Arbitrations

| Date                | Deposition, Trial or Arbitration | Attorney               | Case  | Type of Court                                       | Location           |
|---------------------|----------------------------------|------------------------|---|---|--------------------|
| 1/29/2009           | D                                | Thomas A. Yikoran      | Michael D. Rousey v. Cedar Point Apartments, LLC, West Park Apartments, LLC, NNN Arbors at Fairview LLC, NNN Arbors at Fairview, LLC and RAM Partners, LLC  | US District   | Greenville, SC     |
| 2/10/2009           | T                                | Jay D. Lukowski        | Alan K. Luvvill, individually and as Executor of the Estate of Lee H. Luvvill v. Dr. Jeff Hoodley, Perimeter Surgical Associates, PC, Dr. Alan Farabaugh, Dr. Honey Panz, Emergency Care of Atlanta, Inc., and Saint Joseph's Hospital of Atlanta, Inc.   | State Court of Fulton County<br>State of Georgia    | Fulton County, GA  |
| 2/20/2009           | D                                | J. Faulkner Wilkes     | Jeffrey Parson and Indefinite, LLC vs. Robert Fields, Beschwood Development Group of South Carolina II, LLC, Beschwood Development Group of South Carolina, LLC and Rowell Synthetic Industries, LLC  | Circuit Court                                       | Greenville County  |
| 2/25/2009           | O                                | Charles J. Hodge       | Sarah D. McCulloch, as Personal Representative of the Estate of Kyle Thomas McCulloch vs. Cherokee County Department of Public Works  | Common Pleas  | Cherokee County    |
| 4/14/2009           | D                                | Robert C. Wilson, Jr.  | Joan C. Besumoni, Gerald P. Besumoni v. Dr. Jay A. Crockett, M.D., Greenville Colon & Rectal Associates, P.A., Dr. Albert Issac, M.D., and St. Francis Hospital   | Circuit Court                                       | Greenville County  |
| 4/22/2009           | T                                | Robert C. Wilson, Jr.  | Joan C. Besumoni, Gerald P. Besumoni v. Dr. Jay A. Crockett, M.D., Greenville Colon & Rectal Associates, P.A., Dr. Albert Issac, M.D., and St. Francis Hospital   | Circuit Court                                       | Greenville County  |
| 4/27/2009, 5/1/2009 | T                                | Lisa R. Mobley         | Stephen G. Colquhoun v. Amy E. Colquhoun  | Family Court  | Greenville County  |
| 4/29/2009           | D                                | Frederick L. Hall, III | Deborah Ann Drawdy Jefferson, as Personal Representative of the Estate of Dennis W. Jefferson, deceased vs. John F. Stoud & Sons, Inc., Harry T. Rivers, Sid Cahin Leggetto and Harold Turner, Sr.  | Common Pleas  | Marion County      |
| 5/7/2009            | D                                | Charles J. Hodge       | MP and Saraj Petal, Willard Oil Company, Inc., Harry "Skipper" Lancaster v. City of Spartanburg   | Common Pleas  | Spartanburg County |
| 6/23/2009           | D                                | W. Duval Spruill       | Thomas O'Brien, and Simple Solutions, LLC v. Waffle House, Inc., Camier Commercial Refrigeration, Inc., Wells Bloomfield, LLC and Lavida Equipment Supply, Inc.   | Common Pleas  | Greenville County  |
| 7/23/2009           | D                                | Carmen S. Scott        | Kathryn A. Scheep, as Personal Representative of the Estate of Donna Marie Jones, and Donald Jones, as Surviving Spouse of Donna Marie Jones v. LeVern Livingston, MD, John K. Corless, MD, Theodore G. Gourdin, MD, James M. Rayens, MD, William P. Ciano, Jr., MD, Jennifer Grasha, PA, Charleston Gastroenterology Specialists, PA, Charleston Endoscopy Center, LLC, West Ashley Primary Care, LLC, Doctor's Care and John P. Davis, MD | Common Pleas  | Charleston County  |
| 7/28/2009           | D                                | W. Lewis Glenn         | Michael Hardy, Cesar Aparicio, and James Terrell Fleming v. Sunbelt Rentals Scaffold Services, Inc., and John S. Clark Company, LLC and Sunbelt Rentals Scaffold Services, Inc. v. Unique Designers, Inc.   | General Court of Justice<br>Superior Court Division | Mecklenburg County |
| 8/12/2009           | D                                | T. Ryan Langley        | Jim Southerlin v. Pat Emlich, Individually, Nestle USA, Inc.  | US District   | Spartanburg, SC    |
| 8/18/2009           | D                                | John E. Schmidt, III   | Cheryl Hammond Hoskins, individually and as Personal Representative of the Estate of Thomas R. Hoskins v. Sharon Snipes King and Whetels, Inc.  | US District   | Columbia, SC       |
| 8/18/2009           | D                                | Jon E. Newton          | Robert Simmons v. Super Service, Inc.   | Common Pleas  | Lexington County   |
| 8/3/2009            | D                                | John C. Moylan, III    | Castle G. White v. General Bearing Corporation and Corby Self   | US District   | Greenville, SC     |
| 8/10/2009           | D                                | Paul S. Landis         | Lynda McGinnon, M.D. v. Anderson Family Care, P.A., Wajid A. Dbook, M.D. and The People's Bank  | Common Pleas  | Pickens County     |
| 10/5/2009           | D                                | J. Steven Welch        | Dorothy Robertson as Personal Representative for the Estate of James P. Robinson, MD v. Gerald C. Hamrick, M.D., Paul Gregory Lee, M.D., Medical Anesthesia Consultants, LLC, and McLeod Regional Medical Center of the Pee Dee, Inc.   | Common Pleas  | Florence County    |
| 10/27/2009          | T                                | Paul S. Landis         | Lynda McGinnon, M.D. v. Anderson Family Care, P.A., Wajid A. Dbook, M.D. and The People's Bank  | Common Pleas  | Pickens County     |
| 11/1/2009           | D                                | Eric R. Tomson         | Deborah M. McGuire v. Justl Shazo Barnister, Darry Glass and Vicki Mask, d/b/a Shannon Transportation   | Common Pleas  | Anderson County    |
| 11/12/2009          | D                                | Thomas B. Smith        | Fleshwood Internal Medicine, P.A., d/b/a Fleshwood Internal Medicine & Family Practice, P.A. v. Bruce R. Schober, D.O., and Unknown Defendants A, B and C   | Common Pleas  | Pickens County     |
| 11/17/2009          | T                                | Charles J. Hodge       | MP and Saraj Petal, Willard Oil Company, Inc., Harry "Skipper" Lancaster v. City of Spartanburg   | Common Pleas  | Spartanburg County |

002667

Charles L. Alford, Ph.D.  
2010 Depositions, Trials & Arbitration

| Date       | Deposition, Trial or Arbitration | Attorney                 | Case   | Type of Court  | Location            |
|------------|----------------------------------|--------------------------|--|----------------|---------------------|
| 1/7/2010   | D                                | Scott M. Anderson        | Arthur Snoznik and Betsey Snoznik v. Jeki-Wen, Inc.  | US District    | Ashville Division   |
| 1/13/2010  | T                                | Matthew David McCord     | Suzy Aleno Coulter v. Deayno Christopher Coulter   | Family Court   | Greenville County   |
| 1/18/2010  | D                                | Pope D. Johnson          | Wachovia Bank, N.A. and Winfred R. McMaster, as Co-Personal Representatives of the Estate of Spencer R. McMaster, Jr., et al, vs. Winnsboro Petroleum Co., Inc.; William S. McMaster; Quay W. McMaster; William S. McMaster, as Personal Representative of the Estate of F.C. McMaster; et al. | Common Pleas   | Fairfield County    |
| 1/28/2010  | T                                | W. Duval Spauld          | Thomas Outten, and Simple Solutions, LLC v. Waffle House, Inc., Carner Commercial Refrigeration, Inc., Wells Bloomfield, LLC and Levista Equipment Supply, Inc.  | Common Pleas   | Greenville County   |
| 2/8/2010   | T                                | Thomas M. Creach, Jr.    | Mary Kathryn Powell and Vick Powell vs. Estes Express Line, Inc. and John McKeiser   | Common Pleas   | Greenville County   |
| 2/18/2010  | D                                | Geoffrey H. Waggoner     | Deborah P. Fulmer, PR of the Estate of Nathansal D. Fulmer v. William C. Bruker, Jr., MD, Wayne T. Frel, MD, and Alken Regional Medical Center   | Common Pleas   | Alken County        |
| 2/22/2010  | D                                | Michael E. Speers        | William D. Boing, IV v. Mohawk Industries, Inc. and Eberl Dana Hammond, as agent and servant of Mohawk Industries, Inc.  | US District    | Columbia Division   |
| 3/8/2010   | D                                | Timothy D. St. Clair     | Edward W. Van Romer and Basic Concepts, Inc. v. Interstate Products, Inc.  | US District    | Greenville Division |
| 3/10/2010  | T                                | Donald R. Moorhead       | Noel C. Dixon v. Neil Frazer   | Common Pleas   | Greenville County   |
| 3/18/2010  | A                                | Linda C. Hayes           | Catherine L. Scott v. Randolph L. Scott  | Family Court   | Greenville County   |
| 3/17/2010  | T                                | Timothy D. St. Clair     | Edward W. Van Romer and Basic Concepts, Inc. v. Interstate Products, Inc.  | US District    | Greenville Division |
| 3/22/2010  | D                                | Mackenzie G. Archenhold  | Amy Hartzell, as Personal Representative of the Estate of Robert Joseph Hartzell, deceased, v. Earl Hutchings, MD, Open MRI of Simpsonville, LLC, ModQuast Associates, Inc. and South Carolina Diagnostic Imaging, Inc.  | Common Pleas   | Greenville County   |
| 3/28/2010  | D                                | Irving M. Brenner        | GEO Plastics and Michael Morris v. Beacon Development Company and Southcross, LLC  | US District    | Rock Hill Division  |
| 4/6/2010   | T                                | Robert M. Rosenfeld      | Gwendolyn Rebecca McClure v. John Robert McClure   | Family Court   | Greenville County   |
| 4/8/2010   | T                                | John R. Pasco            | Joyce H. Pantine and Robert E. Perrino v. Michael A. Peppers   | Common Pleas   | Anderson County     |
| 5/4/2010   | D                                | Scott M. Anderson        | Elizabeth Pettit and Brad Pettit v. Jackson Painting, Inc., and John Doe   | Superior Court | North Carolina      |
| 5/5/2010   | D                                | Eugene C. Covington, Jr. | Travis Brent Fortson and Heather Fortson v. Quality Hunters, Inc., et al   | Common Pleas   | Spartanburg County  |
| 5/21/2010  | T                                | Robert M. Rosenfeld      | Dorothy Neil Jones Hulsey v. Claude Wesley Hulsey  | Family Court   | Greenville County   |
| 5/22/2010  | T                                | Roy E. Thompson, Jr.     | William Mark Casey v. Gregory J. Feldman MD, Joseph A. Boscia III MD, Upstate Lung and Critical Care Specialists PC, and Devendra Shandha MD   | Common Pleas   | Spartanburg County  |
| 6/17/2010  | T                                | Geoffrey H. Waggoner     | Deborah P. Fulmer, PR of the Estate of Nathansal D. Fulmer v. William C. Bruker, Jr., MD, Wayne T. Frel, MD, and Alken Regional Medical Center   | Common Pleas   | Alken County        |
| 7/18/2010  | D                                | William M. Hogan         | Hughes Special Services, Inc. v. Laurens Electric Cooperative, Inc.  | Common Pleas   | Laurens County      |
| 8/25/2010  | T                                | Mackenzie G. Archenhold  | Randy C. Moon as Personal Representative of The Estate of Amanda Grace Russell Moon, deceased, v. Everett Fuller, MD, et al.   | Common Pleas   | Greenville County   |
| 8/30/2010  | D                                | J. Kendall Few           | Vickie Gail Jordan Corrigg, Personal Representative of the Estate of Malarlo Jordan Corrigg, deceased v. General Motors Corporation, M&M Auto Sales & Transport, Inc. and Honeywell International, Inc. (N/A Allied Signal Corporation)  | Common Pleas   | Darlington County   |
| 8/14/2010  | D                                | Philip R. Faegan         | Lorrie Wayne Lessiter v. Vicki D. Searcy, a/k/a Vickie Searcy, Philip Searcy, Jr., Hillcrest Adult Care Facility, Inc., and Lori Proctor   | Superior Court | North Carolina      |
| 9/29/2010  | D                                | Albert V. Smith          | Sheli L. Martin, as Personal Representative of the Estate of James Martin, deceased and as Representative of Statutory Beneficiaries v. Abbeville County Memorial Hospital, n/k/a Abbeville Area Medical Center and Loran J. Helmutz, MD   | Common Pleas   | Abbeville County    |
| 10/20/2010 | T                                | Robert M. Rosenfeld      | Danny Racine Lyda v. Cheryl Hilard Lyda  | Family Court   | Greenville County   |

002668

Charles L. Alford, Ph.D  
2011 Depositions, Trials & Arbitration

| Date       | Deposition, Trial or Arbitration | Attorney                 | Case   | Type of Court                          | Location               |
|------------|----------------------------------|--------------------------|--|--|------------------------|
| 2/7/2011   | D                                | Eugene Ford Rash         | Port Royal Cement Co., LLC v. South Carolina State Ports Authority   | South Carolina Uniform Arbitration Act | Charleston, SC         |
| 2/21/2011  | D                                | J. Steven Welch          | Dayid Poston, personally and as Personal Representative of the Estate of Linda F. Poston v. Dr. Elizabeth Bozeman, Dr. Gary Bozeman, The Urology Center of Spartanburg, P.C. and Spartanburg Regional Health Services District, Inc., d/b/a Spartanburg Regional Medical Center (Spartanburg Regional)   | Common Pleas                           | Spartanburg County     |
| 3/14/2011  | D                                | Marion C. Fairry, Jr.    | Garnett Lee Thompson v. Clertont Corporation, f/w/a Sandoz Chemical Corporation; Synalco Corporation d/b/a Blackman Usher Chemical Company; Blackman Usher, LLC; Biddle Sawyer Corporation; Degussa Corporation; RPM International, Inc. as Parent to DAY-GLO Color Corporation; DAY-GLO Color Corporation; Prisma Colors Corporation; Liberty Specialty Chemicals, LLC; Eastbound Technologies, Inc. f/w/a MOCI USA, Inc; Chemstat Chemical Products, Inc.; Rhodia, Inc.; Nrov Dye & Chemicals, Inc., f/w/a Nrov Dye & Chemicals of North Carolina, Inc.; Colorax, Inc. | Common Pleas                           | Greenville County      |
| 3/18/2011  | D                                | Wes A. Kissinger         | Franklin D. Swafford v. Otis Elevator Company and Liberty Property Trust   | Common Pleas                           | Greenville County      |
| 4/5/2011   | D                                | J. Kirk Fisher           | David Starkey and Louann Starkey v. Home Depot, U.S.A., Inc. and C&C Fencing   | Civil Court                            | Greenville Division    |
| 4/12/2011  | D                                | William M. Hogan         | Eco Solutions, LLC and Premier Polymers v. Verde Biotech, Inc. and R. Samuel Bell, Jr.   | US District Court                      | Georgia, Roma Division |
| 5/2/2011   | T                                | Adam Fisher, Jr          | Christina W. Barnhart v. Eric L. Barnhart  | Family Court                           | Greenville County      |
| 5/9/2011   | D                                | Justus D. Spencer        | Providence Press, Inc. v. The Ralph and Virginia Hendricks Foundation  | Common Pleas                           | Greenville County      |
| 5/24/2011  | D                                | Sarah Day Hurley         | Heath W. Scurfield, an individual, and Scurmont, LLC, a South Carolina Corporation doing business as Cafi Baker's Firehouse Bar & Grill v. Firehouse Restaurant Group, Inc., a Florida Corporation, Three Alarm Subs, Inc., a South Carolina Corporation, and FireSide Restaurant Company, Inc., a South Carolina Corporation  | US District Court                      | Florence, SC Division  |
| 6/8/2011   | D                                | James H. Ritchie, Jr     | Richard Hawkins, MD v. OHG of Spartanburg, Inc.  | Common Pleas                           | Spartanburg County     |
| 6/24/2011  | D                                | David Michael Parham     | John E. McInnney, Jr. and Colleen McInnney v. Myrtle Beach Family Medicine, PA, Terry A. Bolden, M.D., Michael C. Overbeck, M.D., Grand Strand Regional Medical Center, LLC, David Lammel, M.D., Eric Senn, M.D., Lewis Dickinson, M.D., Thomas A. Polen, M.D., Surgical Associates of Myrtle Beach, LLC   | Common Pleas                           | Horry County           |
| 7/20/2011  | D                                | Samuel D. Harms, III     | Latesha L. Proctor v. Compass Group USA, Inc. d/b/a Canteen  | Common Pleas                           | Greenville County      |
| 10/4/2011  | D                                | Daniel F. Blanchard, III | Luke Way, a minor under the age of 14 years, by and through his parents and legal guardians, Donald Way, Jr. and Paula Way, Donald Way, Jr., and Paula Way v. Food Lion, LLC, d/b/a Food Lion of St. George and Reid's Store No. 131   | Common Pleas                           | Darchester County      |
| 10/10/2011 | D                                | J. Steven Welch          | Delwyn Williams, individually, and as Personal Representative of the Estate of Jacqueline Williams v. Mistone Family Medicine, P.A., and Richard Leland, M.D.  | Common Pleas                           | Greenville County      |
| 10/20/2011 | D                                | Douglas F. Palneck       | Debra Colbough Will as PR of the Estate of James Gary Will v. Anderson Dermatology and Skin Surgery Center, LLC; Theresa G. Knoepp, MD; and Jeanne Szmanski, Nurse Practitioner  | Common Pleas                           | Anderson County        |
| 10/24/2011 | D                                | Thomas A. Kiloren        | John W. Hensley and Patricia J. Hensley v. Fred's Stores of Tennessee, Inc., Tony Leo Blevins, and Fred's Inc., Liberty Mutual Insurance Corporation and Allstate Insurance Company  | Superior Court                         | Forsyth County         |
| 11/1/2011  | D                                | Bernard S. Klosowski     | Southeast Sanctions Inc. d/b/a Cengage Publishing Group, et al v. The National Association for Campus Activities, et al.   | US District Court                      | Columbia, SC Division  |
| 11/17/2011 | D                                | H. Sam Mabry, III        | Barry K. Dunn, Sr., William A. Dunn, Roger Hendricks, Mary Hendricks, Mark Pfeiffer, Mary E. Pfeiffer, Sandra Humicki, Neal E. Gernard, Loh-Yi Chang & Tzen-Yuan Chang v. Wachovia Mortgage Corporation, Rhyem Estates, LLC, Rufus Ravis, Jack Cobb, William Benicker, James Pelsley, Abram Law Firm, P.C., Mrs. William Benicker and Southern Homes of the Upstate, Inc.  | Common Pleas                           | Anderson County        |
| 12/20/2011 | D                                | Jason D. Porter          | Gregory J. Turner and Diane L. Turner v. Christopher Taylor Hall, Michelin North America, Inc., and Michelin Americas Research & Developmental Corporation   | Common Pleas                           | Greenville County      |

002669

Charles L. Alford, Ph.D.  
2012 Depositions, Trials & Arbitration

| Date      | Deposition,<br>Trial or<br>Arbitration | Attorney                 | Case   | Type of Court           | Location               |
|-----------|--|--------------------------|--|-------------------------|------------------------|
| 2/29/2012 | D                                      | Charles J. Hodge         | Pavel Kishka, et al. v. South Carolina Department of Transportation, et al.  | Common Pleas            | Spartanburg County     |
| 3/18/2012 | T                                      | Mylos E. Eastwood        | Eco Solutions, LLC and Premier Polymers v. Verde Biofuels, Inc. and R. Samuel Bell, Jr.  | US District Court       | Georgia, Rome Division |
| 4/5/2012  | D                                      | Rodney M. Brown          | Mary Sue Nelson, As Personal Representative of the Estate of Robert Lee Nelson v. Bon Secours St. Francis Health System, Carolina Surgical Associates and Ragency Hospital of Greenville   | Common Pleas            | Greenville County      |
| 4/27/2012 | D                                      | Dana C. Mitchell, III    | Theodoro C. Randall and Connie L. Randall vs. Jamie G. Frankum and MSW Electrical Contractors, Inc.  | Common Pleas            | Anderson County        |
| 5/3/2012  | D                                      | Eugene C. Covington, Jr. | Dianna H. Latham and Kevin Latham vs. Federal Express Corporation and Lance A. Marbut  | Common Pleas            | Greenville County      |
| 5/8/2012  | D                                      | Michael E. Spears        | Joseph A. Tonkovic v. EJ Pope & Son, Inc., et al.  | Common Pleas            | Spartanburg County     |
| 5/24/2012 | D                                      | Brian P. Murphy          | Cynthia Hodge v. Spartanburg Regional Health Services District, Inc. d/b/a Spartanburg Regional Healthcare System  | US District Court       | Spartanburg County     |
| 6/13/2012 | T                                      | Jason D. Porter          | Gregory J. Turner and Diane L. Turner v. Christopher Taylor Hall, Michelin North America, Inc., and Michelin Americas Research & Development Corporation   | Common Pleas            | Greenville County      |
| 7/10/2012 | T                                      | Mark B. Wallace          | The Estate of Sharon L. Howell, by and through, Jeremy Howell, Administrator v. Yellow Cab Co. of Louisville, LLC, Jimmie D. Capps, Jr. and Jon Ochsenbren   | Jefferson Circuit Court | Louisville, KY         |
| 8/14/2012 | A                                      | Hugh W. Welborn          | Vivian Chambers v. Robert Chambers, Individually and d/b/a Chambers Trucking, Leola Hammonds, a/k/a Lee Chambers a/k/a L.R. Hammonds, Individually and d/b/a Chambers Trucking, and David Austin Chambers, Individually and as Registered Agent for Chambers Trucking, LLC, Chambers Trucking, LLC and Chambers Trucking | Family Court            | Anderson County        |
| 8/23/2012 | D                                      | T.S. Stern, Jr.          | International Payment Group, Inc., Debtor - John Kirkland Fort, Chapter 7 Trustee for International Payment Group, Inc., v. Sun Trust Bank   | US Bankruptcy Court     | South Carolina         |
| 8/18/2012 | T                                      | J. Steven Welch          | Delwyn Williams, Individually, and as Personal Representative of the Estate of Jacqueline Williams v. Mizstano Family Medicine, P.A., and Richard Leland, M.D.   | Common Pleas            | Greenville County      |

002670

Charles L. Alford, Ph.D.  
Overlook Executive Park

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October 9, 2012

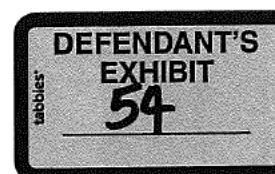
Troy A. Tessier  
The Wyche Firm  
44 East Camperdown Way  
Greenville, SC 29601-3512

Re: SCRS pension benefits of Joey C. Preston

Dear Mr. Tessier:

At your request I have reviewed the sworn affidavit of Sharon Graham of the South Carolina Retirement System, including Exhibits A-D, and have computed present values (as of December 31, 2008) of earned and purchased South Carolina Retirement System (SCRS) pension benefits to Mr. Joey C. Preston. Following are the variable inputs that I have used in the calculations.

- Date of birth: [REDACTED]
- Valuation date: December 31, 2008
- Age at valuation date: [REDACTED]
- Statutory (*South Carolina Code of Laws*) life expectancy at valuation date: [REDACTED] years
- Earned initial monthly benefit with age 60 retirement election and with no additional years of service credit purchased: \$4,108.61
- Date of initial monthly benefit with age 60 election and with no additional years of service credit purchased: [REDACTED]
- Earned initial monthly benefit with age 65 retirement election and with no additional years of service credit purchased: \$5,478.30
- Date of initial monthly benefit with age 65 election and with no additional years of service credit purchased: [REDACTED]
- Actual initial monthly benefit with purchase of 7 years, 7 months, 23 days of additional service credit: \$7,371.16
- Date of initial monthly benefit with purchase of 7 years, 7 months, 23 days of additional service credit: [REDACTED]



Mr. Tessier  
October 9, page 2

- Initial monthly benefit that would have been paid to Mr. Preston if the purchase of additional service credit was 6 years, 2 months, 28 days, which would have qualified him to begin receiving benefits on January 30, 2009: \$7,023.99
- Dates and amounts of annual cost-of-living adjustments (COLAs) received to date:
  - July, 2009: 0.0%
  - July, 2010: 2.0%
  - July, 2011: 1.7%
  - July, 2012: \$500 (\$41.67 per month)
- Projected COLA in July of each future year: lesser of 1% or \$500 annual benefit increase
- Discount rates for reducing benefit payments to present value as of the valuation date: 7.92% for benefits received through December, 2028 and 6.99% thereafter. These were interest rates promulgated by the Pension Benefit Guarantee Corporation in December, 2008.

The computed present values are shown below. The enclosed table shows present value computations month-by-month through the end of Mr. Preston's statutory life expectancy.

|   |             |
|---|-------------|
| <i>Total present value of SCRS retirement benefits that Mr. Preston had earned as of December 31, 2008 with benefits commencing at age 60:</i>                            | \$ 200,411  |
| <i>Total present value of SCRS retirement benefits that Mr. Preston had earned as of December 31, 2008 with benefits commencing at age 65:</i>                            | \$ 129,066  |
| <i>Total present value of SCRS retirement benefits that Mr. Preston received as a result of the purchase of 7 years, 7 months, 23 days additional service credit:</i>     | \$1,184,542 |
| <i>Total present value of SCRS retirement benefits that Mr. Preston would have received with the purchase of 6 years, 2 months, 28 days of additional service credit:</i> | \$1,131,108 |

Please let me know if you have questions.

Cordially,



Charles L. Alford, Ph.D.

CLA/pc  
Enclosure

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
|              |                                    |                             |                                    |                             |  |                             |  |                             |
| 1/31/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,323.25                    | 7,023.99   | 6,978.34                    |
| 2/28/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,280.59                    | 7,023.99   | 6,937.68                    |
| 3/31/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,233.64                    | 7,023.99   | 6,892.95                    |
| 4/30/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,188.50                    | 7,023.99   | 6,849.93                    |
| 5/31/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,142.14                    | 7,023.99   | 6,805.76                    |
| 6/30/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,097.57                    | 7,023.99   | 6,763.29                    |
| 7/31/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,051.80                    | 7,023.99   | 6,719.67                    |
| 8/31/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 7,006.33                    | 7,023.99   | 6,676.34                    |
| 9/30/2009    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,962.61                    | 7,023.99   | 6,634.68                    |
| 10/31/2009   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,917.71                    | 7,023.99   | 6,591.90                    |
| 11/30/2009   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,874.54                    | 7,023.99   | 6,550.76                    |
| 12/31/2009   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,830.21                    | 7,023.99   | 6,508.52                    |
| 1/31/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,785.82                    | 7,023.99   | 6,466.22                    |
| 2/28/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,746.29                    | 7,023.99   | 6,428.55                    |
| 3/31/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,702.78                    | 7,023.99   | 6,387.09                    |
| 4/30/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,660.95                    | 7,023.99   | 6,347.23                    |
| 5/31/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,618.00                    | 7,023.99   | 6,306.30                    |
| 6/30/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,371.16   | 6,576.70                    | 7,023.99   | 6,266.95                    |
| 7/31/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,564.97                    | 7,164.47   | 6,251.07                    |
| 8/31/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,621.99                    | 7,164.47   | 6,310.11                    |
| 9/30/2010    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,580.67                    | 7,164.47   | 6,270.73                    |
| 10/31/2010   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,538.23                    | 7,164.47   | 6,230.30                    |
| 11/30/2010   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,497.43                    | 7,164.47   | 6,191.41                    |
| 12/31/2010   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,455.53                    | 7,164.47   | 6,151.49                    |
| 1/31/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,413.58                    | 7,164.47   | 6,111.51                    |
| 2/28/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,376.21                    | 7,164.47   | 6,075.91                    |
| 3/31/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,335.10                    | 7,164.47   | 6,036.73                    |
| 4/30/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,295.56                    | 7,164.47   | 5,999.05                    |
| 5/31/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,254.97                    | 7,164.47   | 5,960.37                    |
| 6/30/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,518.58   | 6,215.93                    | 7,164.47   | 5,923.17                    |
| 7/31/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,280.84                    | 7,286.27   | 5,985.02                    |
| 8/31/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,240.34                    | 7,286.27   | 5,946.43                    |
| 9/30/2011    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,201.39                    | 7,286.27   | 5,909.32                    |
| 10/31/2011   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,161.40                    | 7,286.27   | 5,871.21                    |
| 11/30/2011   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,122.95                    | 7,286.27   | 5,834.57                    |
| 12/31/2011   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,083.47                    | 7,286.27   | 5,796.95                    |
| 1/31/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,045.19                    | 7,286.27   | 5,760.47                    |
| 2/29/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 6,008.72                    | 7,286.27   | 5,725.72                    |
| 3/31/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 5,969.97                    | 7,286.27   | 5,688.80                    |
| 4/30/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 5,932.71                    | 7,286.27   | 5,653.29                    |
| 5/31/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 5,894.46                    | 7,286.27   | 5,616.84                    |
| 6/30/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,646.40   | 5,857.67                    | 7,286.27   | 5,581.79                    |
| 7/31/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,851.62                    | 7,327.94   | 5,577.51                    |
| 8/31/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,813.88                    | 7,327.94   | 5,541.54                    |
| 9/30/2012    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,777.60                    | 7,327.94   | 5,506.96                    |
| 10/31/2012   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,740.34                    | 7,327.94   | 5,471.45                    |
| 11/30/2012   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,704.52                    | 7,327.94   | 5,437.30                    |
| 12/31/2012   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,667.74                    | 7,327.94   | 5,402.24                    |

002673

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
|              | 1/31/2013                          | 0.00                        | 0.00                               | 0.00                        | 0.00   | 7,688.07                    | 5,630.90   | 7,327.94                    |
| 2/28/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,598.09                    | 7,327.94   | 5,335.86                    |
| 3/31/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,562.00                    | 7,327.94   | 5,301.46                    |
| 4/30/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,527.28                    | 7,327.94   | 5,268.37                    |
| 5/31/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,491.64                    | 7,327.94   | 5,234.40                    |
| 6/30/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,688.07   | 5,457.37                    | 7,327.94   | 5,201.73                    |
| 7/31/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,451.57                    | 7,369.61   | 5,197.58                    |
| 8/31/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,416.42                    | 7,369.61   | 5,164.06                    |
| 9/30/2013    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,382.61                    | 7,369.61   | 5,131.84                    |
| 10/31/2013   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,347.90                    | 7,369.61   | 5,098.74                    |
| 11/30/2013   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,314.53                    | 7,369.61   | 5,066.92                    |
| 12/31/2013   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,280.26                    | 7,369.61   | 5,034.25                    |
| 1/31/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,245.94                    | 7,369.61   | 5,001.53                    |
| 2/28/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,215.38                    | 7,369.61   | 4,972.39                    |
| 3/31/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,181.75                    | 7,369.61   | 4,940.33                    |
| 4/30/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,149.41                    | 7,369.61   | 4,909.50                    |
| 5/31/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,116.21                    | 7,369.61   | 4,877.84                    |
| 6/30/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,729.74   | 5,084.28                    | 7,369.61   | 4,847.40                    |
| 7/31/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 5,078.72                    | 7,411.28   | 4,843.37                    |
| 8/31/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 5,045.97                    | 7,411.28   | 4,812.14                    |
| 9/30/2014    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 5,014.48                    | 7,411.28   | 4,782.11                    |
| 10/31/2014   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,982.15                    | 7,411.28   | 4,751.27                    |
| 11/30/2014   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,951.05                    | 7,411.28   | 4,721.62                    |
| 12/31/2014   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,919.13                    | 7,411.28   | 4,691.17                    |
| 1/31/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,887.16                    | 7,411.28   | 4,660.69                    |
| 2/28/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,858.69                    | 7,411.28   | 4,633.54                    |
| 3/31/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,827.36                    | 7,411.28   | 4,603.66                    |
| 4/30/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,797.23                    | 7,411.28   | 4,574.93                    |
| 5/31/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,766.30                    | 7,411.28   | 4,545.43                    |
| 6/30/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,771.41   | 4,736.55                    | 7,411.28   | 4,517.06                    |
| 7/31/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,731.24                    | 7,452.95   | 4,513.16                    |
| 8/31/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,700.73                    | 7,452.95   | 4,484.06                    |
| 9/30/2015    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,671.40                    | 7,452.95   | 4,456.08                    |
| 10/31/2015   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,641.27                    | 7,452.95   | 4,427.34                    |
| 11/30/2015   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,612.31                    | 7,452.95   | 4,399.71                    |
| 12/31/2015   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,582.57                    | 7,452.95   | 4,371.34                    |
| 1/31/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,553.73                    | 7,452.95   | 4,343.84                    |
| 2/29/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,526.26                    | 7,452.95   | 4,317.63                    |
| 3/31/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,497.07                    | 7,452.95   | 4,289.79                    |
| 4/30/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,469.00                    | 7,452.95   | 4,263.01                    |
| 5/31/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,440.19                    | 7,452.95   | 4,235.53                    |
| 6/30/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,813.08   | 4,412.48                    | 7,452.95   | 4,209.09                    |
| 7/31/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,407.41                    | 7,494.62   | 4,205.33                    |
| 8/31/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,378.99                    | 7,494.62   | 4,178.22                    |
| 9/30/2016    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,351.66                    | 7,494.62   | 4,152.14                    |
| 10/31/2016   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,323.60                    | 7,494.62   | 4,125.37                    |
| 11/30/2016   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,296.61                    | 7,494.62   | 4,099.62                    |
| 12/31/2016   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,268.91                    | 7,494.62   | 4,073.18                    |

002674

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
|              |                                    |                             |                                    |                             |  |                             |  |                             |
| 1/31/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,241.16                    | 7,494.62   | 4,046.71                    |
| 2/28/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,216.46                    | 7,494.62   | 4,023.14                    |
| 3/31/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,189.27                    | 7,494.62   | 3,997.19                    |
| 4/30/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,163.12                    | 7,494.62   | 3,972.25                    |
| 5/31/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,136.28                    | 7,494.62   | 3,946.63                    |
| 6/30/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,854.75   | 4,110.46                    | 7,494.62   | 3,922.00                    |
| 7/31/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 4,105.62                    | 7,536.29   | 3,918.38                    |
| 8/31/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 4,079.15                    | 7,536.29   | 3,893.11                    |
| 9/30/2017    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 4,053.69                    | 7,536.29   | 3,868.82                    |
| 10/31/2017   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 4,027.55                    | 7,536.29   | 3,843.87                    |
| 11/30/2017   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 4,002.42                    | 7,536.29   | 3,819.88                    |
| 12/31/2017   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 3,976.61                    | 7,536.29   | 3,795.25                    |
| 1/31/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 3,950.77                    | 7,536.29   | 3,770.58                    |
| 2/28/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 3,927.75                    | 7,536.29   | 3,748.62                    |
| 3/31/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 3,902.42                    | 7,536.29   | 3,724.44                    |
| 4/30/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 3,878.07                    | 7,536.29   | 3,701.20                    |
| 5/31/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 3,853.06                    | 7,536.29   | 3,677.33                    |
| 6/30/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,896.42   | 3,829.01                    | 7,536.29   | 3,654.38                    |
| 7/31/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,824.40                    | 7,577.96   | 3,650.89                    |
| 8/31/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,799.74                    | 7,577.96   | 3,627.35                    |
| 9/30/2018    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,776.02                    | 7,577.96   | 3,604.71                    |
| 10/31/2018   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,751.67                    | 7,577.96   | 3,581.47                    |
| 11/30/2018   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,728.26                    | 7,577.96   | 3,559.12                    |
| 12/31/2018   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,704.22                    | 7,577.96   | 3,536.17                    |
| 1/31/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,680.15                    | 7,577.96   | 3,513.19                    |
| 2/28/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,658.71                    | 7,577.96   | 3,492.72                    |
| 3/31/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,635.11                    | 7,577.96   | 3,470.20                    |
| 4/30/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,612.43                    | 7,577.96   | 3,448.54                    |
| 5/31/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,589.13                    | 7,577.96   | 3,426.30                    |
| 6/30/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,938.09   | 3,566.73                    | 7,577.96   | 3,404.92                    |
| 7/31/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,562.34                    | 7,619.63   | 3,401.57                    |
| 8/31/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,539.37                    | 7,619.63   | 3,379.63                    |
| 9/30/2019    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,517.28                    | 7,619.63   | 3,358.54                    |
| 10/31/2019   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,494.60                    | 7,619.63   | 3,336.88                    |
| 11/30/2019   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,472.79                    | 7,619.63   | 3,316.06                    |
| 12/31/2019   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,450.39                    | 7,619.63   | 3,294.67                    |
| 1/31/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,428.68                    | 7,619.63   | 3,273.94                    |
| 2/29/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,408.00                    | 7,619.63   | 3,254.19                    |
| 3/31/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,386.02                    | 7,619.63   | 3,233.21                    |
| 4/30/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,364.89                    | 7,619.63   | 3,213.03                    |
| 5/31/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,343.19                    | 7,619.63   | 3,192.31                    |
| 6/30/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 7,979.76   | 3,322.33                    | 7,619.63   | 3,172.39                    |
| 7/31/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,318.14                    | 7,661.30   | 3,169.17                    |
| 8/31/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,296.74                    | 7,661.30   | 3,148.73                    |
| 9/30/2020    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,276.17                    | 7,661.30   | 3,129.08                    |
| 10/31/2020   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,255.04                    | 7,661.30   | 3,108.91                    |
| 11/30/2020   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,234.73                    | 7,661.30   | 3,089.50                    |
| 12/31/2020   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,213.87                    | 7,661.30   | 3,069.58                    |

002675

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
| 1/31/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,192.98                    | 7,661.30   | 3,049.63                    |
| 2/28/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,174.38                    | 7,661.30   | 3,031.86                    |
| 3/31/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,153.91                    | 7,661.30   | 3,012.31                    |
| 4/30/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,134.23                    | 7,661.30   | 2,993.52                    |
| 5/31/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,114.02                    | 7,661.30   | 2,974.21                    |
| 6/30/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,021.43   | 3,094.58                    | 7,661.30   | 2,955.65                    |
| 7/31/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 3,090.60                    | 7,702.97   | 2,952.56                    |
| 8/31/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 3,070.67                    | 7,702.97   | 2,933.52                    |
| 9/30/2021    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 3,051.51                    | 7,702.97   | 2,915.22                    |
| 10/31/2021   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 3,031.83                    | 7,702.97   | 2,896.42                    |
| 11/30/2021   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 3,012.91                    | 7,702.97   | 2,878.34                    |
| 12/31/2021   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 2,993.48                    | 7,702.97   | 2,859.78                    |
| 1/31/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 2,974.03                    | 7,702.97   | 2,841.20                    |
| 2/28/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 2,956.70                    | 7,702.97   | 2,824.64                    |
| 3/31/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 2,937.64                    | 7,702.97   | 2,806.43                    |
| 4/30/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 2,919.30                    | 7,702.97   | 2,788.92                    |
| 5/31/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 2,900.48                    | 7,702.97   | 2,770.93                    |
| 6/30/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,063.10   | 2,882.38                    | 7,702.97   | 2,753.64                    |
| 7/31/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,878.59                    | 7,744.64   | 2,750.68                    |
| 8/31/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,860.03                    | 7,744.64   | 2,732.95                    |
| 9/30/2022    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,842.18                    | 7,744.64   | 2,715.89                    |
| 10/31/2022   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,823.25                    | 7,744.64   | 2,698.38                    |
| 11/30/2022   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,806.23                    | 7,744.64   | 2,681.54                    |
| 12/31/2022   | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,788.13                    | 7,744.64   | 2,664.24                    |
| 1/31/2023    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,770.01                    | 7,744.64   | 2,646.93                    |
| 2/28/2023    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,753.88                    | 7,744.64   | 2,631.51                    |
| 3/31/2023    | 0.00                               | 0.00                        | 0.00                               | 0.00                        | 8,104.77   | 2,736.12                    | 7,744.64   | 2,614.54                    |
| 4/30/2023    | 4,108.61                           | 1,378.38                    | 0.00                               | 0.00                        | 8,104.77   | 2,719.04                    | 7,744.64   | 2,598.22                    |
| 5/31/2023    | 4,108.61                           | 1,369.50                    | 0.00                               | 0.00                        | 8,104.77   | 2,701.51                    | 7,744.64   | 2,581.47                    |
| 6/30/2023    | 4,108.61                           | 1,360.95                    | 0.00                               | 0.00                        | 8,104.77   | 2,684.65                    | 7,744.64   | 2,565.36                    |
| 7/31/2023    | 4,149.70                           | 1,365.70                    | 0.00                               | 0.00                        | 8,146.44   | 2,681.05                    | 7,786.31   | 2,562.53                    |
| 8/31/2023    | 4,149.70                           | 1,356.89                    | 0.00                               | 0.00                        | 8,146.44   | 2,663.76                    | 7,786.31   | 2,546.01                    |
| 9/30/2023    | 4,149.70                           | 1,348.42                    | 0.00                               | 0.00                        | 8,146.44   | 2,647.14                    | 7,786.31   | 2,530.12                    |
| 10/31/2023   | 4,149.70                           | 1,339.73                    | 0.00                               | 0.00                        | 8,146.44   | 2,630.07                    | 7,786.31   | 2,513.80                    |
| 11/30/2023   | 4,149.70                           | 1,331.37                    | 0.00                               | 0.00                        | 8,146.44   | 2,613.66                    | 7,786.31   | 2,498.11                    |
| 12/31/2023   | 4,149.70                           | 1,322.78                    | 0.00                               | 0.00                        | 8,146.44   | 2,596.80                    | 7,786.31   | 2,482.00                    |
| 1/31/2024    | 4,149.70                           | 1,314.46                    | 0.00                               | 0.00                        | 8,146.44   | 2,580.46                    | 7,786.31   | 2,466.39                    |
| 2/29/2024    | 4,149.70                           | 1,306.53                    | 0.00                               | 0.00                        | 8,146.44   | 2,564.89                    | 7,786.31   | 2,451.51                    |
| 3/31/2024    | 4,149.70                           | 1,298.10                    | 0.00                               | 0.00                        | 8,146.44   | 2,548.35                    | 7,786.31   | 2,435.70                    |
| 4/30/2024    | 4,149.70                           | 1,290.00                    | 0.00                               | 0.00                        | 8,146.44   | 2,532.45                    | 7,786.31   | 2,420.50                    |
| 5/31/2024    | 4,149.70                           | 1,281.68                    | 0.00                               | 0.00                        | 8,146.44   | 2,516.12                    | 7,786.31   | 2,404.89                    |
| 6/30/2024    | 4,149.70                           | 1,273.68                    | 0.00                               | 0.00                        | 8,146.44   | 2,500.42                    | 7,786.31   | 2,389.88                    |
| 7/31/2024    | 4,191.20                           | 1,278.13                    | 0.00                               | 0.00                        | 8,188.11   | 2,497.00                    | 7,827.98   | 2,387.18                    |
| 8/31/2024    | 4,191.20                           | 1,269.88                    | 0.00                               | 0.00                        | 8,188.11   | 2,480.90                    | 7,827.98   | 2,371.79                    |
| 9/30/2024    | 4,191.20                           | 1,261.96                    | 0.00                               | 0.00                        | 8,188.11   | 2,465.42                    | 7,827.98   | 2,356.98                    |
| 10/31/2024   | 4,191.20                           | 1,253.82                    | 0.00                               | 0.00                        | 8,188.11   | 2,449.52                    | 7,827.98   | 2,341.79                    |
| 11/30/2024   | 4,191.20                           | 1,246.00                    | 0.00                               | 0.00                        | 8,188.11   | 2,434.23                    | 7,827.98   | 2,327.17                    |
| 12/31/2024   | 4,191.20                           | 1,237.96                    | 0.00                               | 0.00                        | 8,188.11   | 2,418.54                    | 7,827.98   | 2,312.16                    |

002676

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
|              | 1/31/2025                          | 4,191.20                    | 1,229.92                           | 0.00                        | 0.00   | 8,188.11                    | 2,402.82   | 7,827.98                    |
| 2/28/2025    | 4,191.20                           | 1,222.75                    | 0.00                               | 0.00                        | 8,188.11   | 2,388.82                    | 7,827.98   | 2,283.75                    |
| 3/31/2025    | 4,191.20                           | 1,214.87                    | 0.00                               | 0.00                        | 8,188.11   | 2,373.42                    | 7,827.98   | 2,269.03                    |
| 4/30/2025    | 4,191.20                           | 1,207.28                    | 0.00                               | 0.00                        | 8,188.11   | 2,358.60                    | 7,827.98   | 2,254.87                    |
| 5/31/2025    | 4,191.20                           | 1,199.50                    | 0.00                               | 0.00                        | 8,188.11   | 2,343.39                    | 7,827.98   | 2,240.33                    |
| 6/30/2025    | 4,191.20                           | 1,192.01                    | 0.00                               | 0.00                        | 8,188.11   | 2,328.77                    | 7,827.98   | 2,226.35                    |
| 7/31/2025    | 4,232.87                           | 1,196.10                    | 0.00                               | 0.00                        | 8,229.78   | 2,325.53                    | 7,869.65   | 2,223.76                    |
| 8/31/2025    | 4,232.87                           | 1,188.39                    | 0.00                               | 0.00                        | 8,229.78   | 2,310.53                    | 7,869.65   | 2,209.42                    |
| 9/30/2025    | 4,232.87                           | 1,180.97                    | 0.00                               | 0.00                        | 8,229.78   | 2,296.11                    | 7,869.65   | 2,195.64                    |
| 10/31/2025   | 4,232.87                           | 1,173.36                    | 0.00                               | 0.00                        | 8,229.78   | 2,281.31                    | 7,869.65   | 2,181.48                    |
| 11/30/2025   | 4,232.87                           | 1,166.03                    | 0.00                               | 0.00                        | 8,229.78   | 2,267.07                    | 7,869.65   | 2,167.86                    |
| 12/31/2025   | 4,232.87                           | 1,158.52                    | 0.00                               | 0.00                        | 8,229.78   | 2,252.45                    | 7,869.65   | 2,153.88                    |
| 1/31/2026    | 4,232.87                           | 1,150.99                    | 0.00                               | 0.00                        | 8,229.78   | 2,237.81                    | 7,869.65   | 2,139.89                    |
| 2/28/2026    | 4,232.87                           | 1,144.28                    | 0.00                               | 0.00                        | 8,229.78   | 2,224.77                    | 7,869.65   | 2,127.42                    |
| 3/31/2026    | 4,232.87                           | 1,136.90                    | 0.00                               | 0.00                        | 8,229.78   | 2,210.43                    | 7,869.65   | 2,113.70                    |
| 4/30/2026    | 4,232.87                           | 1,129.81                    | 0.00                               | 0.00                        | 8,229.78   | 2,196.63                    | 7,869.65   | 2,100.51                    |
| 5/31/2026    | 4,232.87                           | 1,122.52                    | 0.00                               | 0.00                        | 8,229.78   | 2,182.47                    | 7,869.65   | 2,086.97                    |
| 6/30/2026    | 4,232.87                           | 1,115.52                    | 0.00                               | 0.00                        | 8,229.78   | 2,168.85                    | 7,869.65   | 2,073.94                    |
| 7/31/2026    | 4,274.54                           | 1,119.23                    | 0.00                               | 0.00                        | 8,271.45   | 2,165.77                    | 7,911.32   | 2,071.48                    |
| 8/31/2026    | 4,274.54                           | 1,112.02                    | 0.00                               | 0.00                        | 8,271.45   | 2,151.81                    | 7,911.32   | 2,058.12                    |
| 9/30/2026    | 4,274.54                           | 1,105.08                    | 0.00                               | 0.00                        | 8,271.45   | 2,138.38                    | 7,911.32   | 2,045.28                    |
| 10/31/2026   | 4,274.54                           | 1,097.95                    | 0.00                               | 0.00                        | 8,271.45   | 2,124.59                    | 7,911.32   | 2,032.09                    |
| 11/30/2026   | 4,274.54                           | 1,091.10                    | 0.00                               | 0.00                        | 8,271.45   | 2,111.33                    | 7,911.32   | 2,019.41                    |
| 12/31/2026   | 4,274.54                           | 1,084.06                    | 0.00                               | 0.00                        | 8,271.45   | 2,097.72                    | 7,911.32   | 2,006.38                    |
| 1/31/2027    | 4,274.54                           | 1,077.02                    | 0.00                               | 0.00                        | 8,271.45   | 2,084.08                    | 7,911.32   | 1,993.35                    |
| 2/28/2027    | 4,274.54                           | 1,070.74                    | 0.00                               | 0.00                        | 8,271.45   | 2,071.94                    | 7,911.32   | 1,981.73                    |
| 3/31/2027    | 4,274.54                           | 1,063.84                    | 0.00                               | 0.00                        | 8,271.45   | 2,058.58                    | 7,911.32   | 1,968.95                    |
| 4/30/2027    | 4,274.54                           | 1,057.20                    | 0.00                               | 0.00                        | 8,271.45   | 2,045.73                    | 7,911.32   | 1,956.67                    |
| 5/31/2027    | 4,274.54                           | 1,050.38                    | 0.00                               | 0.00                        | 8,271.45   | 2,032.54                    | 7,911.32   | 1,944.05                    |
| 6/30/2027    | 4,274.54                           | 1,043.83                    | 0.00                               | 0.00                        | 8,271.45   | 2,019.86                    | 7,911.32   | 1,931.92                    |
| 7/31/2027    | 4,316.21                           | 1,047.21                    | 0.00                               | 0.00                        | 8,313.12   | 2,016.94                    | 7,952.99   | 1,929.57                    |
| 8/31/2027    | 4,316.21                           | 1,040.45                    | 0.00                               | 0.00                        | 8,313.12   | 2,003.94                    | 7,952.99   | 1,917.13                    |
| 9/30/2027    | 4,316.21                           | 1,033.96                    | 0.00                               | 0.00                        | 8,313.12   | 1,991.43                    | 7,952.99   | 1,905.16                    |
| 10/31/2027   | 4,316.21                           | 1,027.29                    | 0.00                               | 0.00                        | 8,313.12   | 1,978.59                    | 7,952.99   | 1,892.88                    |
| 11/30/2027   | 4,316.21                           | 1,020.88                    | 0.00                               | 0.00                        | 8,313.12   | 1,966.24                    | 7,952.99   | 1,881.06                    |
| 12/31/2027   | 4,316.21                           | 1,014.30                    | 0.00                               | 0.00                        | 8,313.12   | 1,953.56                    | 7,952.99   | 1,868.93                    |
| 1/31/2028    | 4,316.21                           | 1,007.92                    | 0.00                               | 0.00                        | 8,313.12   | 1,941.27                    | 7,952.99   | 1,857.17                    |
| 2/29/2028    | 4,316.21                           | 1,001.83                    | 0.00                               | 0.00                        | 8,313.12   | 1,929.56                    | 7,952.99   | 1,845.97                    |
| 3/31/2028    | 4,316.21                           | 995.37                      | 0.00                               | 0.00                        | 8,313.12   | 1,917.12                    | 7,952.99   | 1,834.06                    |
| 4/30/2028    | 4,316.21                           | 989.16                      | 0.00                               | 0.00                        | 8,313.12   | 1,905.15                    | 7,952.99   | 1,822.62                    |
| 5/31/2028    | 4,316.21                           | 982.78                      | 0.00                               | 0.00                        | 8,313.12   | 1,892.87                    | 7,952.99   | 1,810.87                    |
| 6/30/2028    | 4,316.21                           | 976.65                      | 0.00                               | 0.00                        | 8,313.12   | 1,881.05                    | 7,952.99   | 1,799.56                    |
| 7/31/2028    | 4,357.88                           | 979.72                      | 0.00                               | 0.00                        | 8,354.79   | 1,878.29                    | 7,994.66   | 1,797.33                    |
| 8/31/2028    | 4,357.88                           | 973.40                      | 0.00                               | 0.00                        | 8,354.79   | 1,866.18                    | 7,994.66   | 1,785.74                    |
| 9/30/2028    | 4,357.88                           | 967.33                      | 0.00                               | 0.00                        | 8,354.79   | 1,854.53                    | 7,994.66   | 1,774.59                    |
| 10/31/2028   | 4,357.88                           | 961.09                      | 0.00                               | 0.00                        | 8,354.79   | 1,842.57                    | 7,994.66   | 1,763.15                    |
| 11/30/2028   | 4,357.88                           | 955.09                      | 0.00                               | 0.00                        | 8,354.79   | 1,831.08                    | 7,994.66   | 1,752.15                    |
| 12/31/2028   | 4,357.88                           | 948.94                      | 0.00                               | 0.00                        | 8,354.79   | 1,819.27                    | 7,994.66   | 1,740.85                    |

002677

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                  | Age 65 Benefit with Actual Service |                  | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                  | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                  |
|--------------|------------------------------------|------------------|------------------------------------|------------------|--|------------------|--|------------------|
|              | Monthly Benefit                    | Present Value at | Monthly Benefit                    | Present Value at | Monthly Benefit  | Present Value at | Monthly Benefit  | Present Value at |
|              |                                    | 12/31/2008       |                                    | 12/31/2008       |  | 12/31/2008       |  | 12/31/2008       |
| 1/31/2029    | 4,357.88                           | 1,121.76         | 0.00                               | 0.00             | 8,354.79   | 2,150.61         | 7,994.66   | 2,057.91         |
| 2/28/2029    | 4,357.88                           | 1,115.97         | 0.00                               | 0.00             | 8,354.79   | 2,139.50         | 7,994.66   | 2,047.28         |
| 3/31/2029    | 4,357.88                           | 1,109.59         | 0.00                               | 0.00             | 8,354.79   | 2,127.26         | 7,994.66   | 2,035.57         |
| 4/30/2029    | 4,357.88                           | 1,103.45         | 0.00                               | 0.00             | 8,354.79   | 2,115.49         | 7,994.66   | 2,024.30         |
| 5/31/2029    | 4,357.88                           | 1,097.14         | 0.00                               | 0.00             | 8,354.79   | 2,103.40         | 7,994.66   | 2,012.73         |
| 6/30/2029    | 4,357.88                           | 1,091.06         | 0.00                               | 0.00             | 8,354.79   | 2,091.75         | 7,994.66   | 2,001.59         |
| 7/31/2029    | 4,399.55                           | 1,095.20         | 0.00                               | 0.00             | 8,396.46   | 2,090.17         | 8,036.33   | 2,000.52         |
| 8/31/2029    | 4,399.55                           | 1,088.94         | 0.00                               | 0.00             | 8,396.46   | 2,078.22         | 8,036.33   | 1,989.08         |
| 9/30/2029    | 4,399.55                           | 1,082.91         | 0.00                               | 0.00             | 8,396.46   | 2,066.71         | 8,036.33   | 1,978.07         |
| 10/31/2029   | 4,399.55                           | 1,076.72         | 0.00                               | 0.00             | 8,396.46   | 2,054.90         | 8,036.33   | 1,966.76         |
| 11/30/2029   | 4,399.55                           | 1,070.76         | 0.00                               | 0.00             | 8,396.46   | 2,043.52         | 8,036.33   | 1,955.88         |
| 12/31/2029   | 4,399.55                           | 1,064.64         | 0.00                               | 0.00             | 8,396.46   | 2,031.84         | 8,036.33   | 1,944.69         |
| 1/31/2030    | 4,399.55                           | 1,058.50         | 0.00                               | 0.00             | 8,396.46   | 2,020.13         | 8,036.33   | 1,933.48         |
| 2/28/2030    | 4,399.55                           | 1,053.03         | 0.00                               | 0.00             | 8,396.46   | 2,009.69         | 8,036.33   | 1,923.50         |
| 3/31/2030    | 4,399.55                           | 1,047.01         | 0.00                               | 0.00             | 8,396.46   | 1,998.20         | 8,036.33   | 1,912.50         |
| 4/30/2030    | 4,399.55                           | 1,041.22         | 5,478.30                           | 1,296.52         | 8,396.46   | 1,987.14         | 8,036.33   | 1,901.91         |
| 5/31/2030    | 4,399.55                           | 1,035.26         | 5,478.30                           | 1,289.10         | 8,396.46   | 1,975.78         | 8,036.33   | 1,891.04         |
| 6/30/2030    | 4,399.55                           | 1,029.53         | 5,478.30                           | 1,281.97         | 8,396.46   | 1,964.85         | 8,036.33   | 1,880.57         |
| 7/31/2030    | 4,441.22                           | 1,033.34         | 5,519.97                           | 1,284.34         | 8,438.13   | 1,963.31         | 8,078.00   | 1,879.51         |
| 8/31/2030    | 4,441.22                           | 1,027.43         | 5,519.97                           | 1,276.99         | 8,438.13   | 1,952.08         | 8,078.00   | 1,868.77         |
| 9/30/2030    | 4,441.22                           | 1,021.75         | 5,519.97                           | 1,269.92         | 8,438.13   | 1,941.28         | 8,078.00   | 1,858.42         |
| 10/31/2030   | 4,441.22                           | 1,015.90         | 5,519.97                           | 1,262.66         | 8,438.13   | 1,930.18         | 8,078.00   | 1,847.80         |
| 11/30/2030   | 4,441.22                           | 1,010.28         | 5,519.97                           | 1,255.67         | 8,438.13   | 1,919.49         | 8,078.00   | 1,837.57         |
| 12/31/2030   | 4,441.22                           | 1,004.51         | 5,519.97                           | 1,248.49         | 8,438.13   | 1,908.52         | 8,078.00   | 1,827.06         |
| 1/31/2031    | 4,441.22                           | 998.72           | 5,519.97                           | 1,241.30         | 8,438.13   | 1,897.52         | 8,078.00   | 1,816.53         |
| 2/28/2031    | 4,441.22                           | 993.56           | 5,519.97                           | 1,234.89         | 8,438.13   | 1,887.72         | 8,078.00   | 1,807.15         |
| 3/31/2031    | 4,441.22                           | 987.88           | 5,519.97                           | 1,227.83         | 8,438.13   | 1,876.92         | 8,078.00   | 1,796.82         |
| 4/30/2031    | 4,441.22                           | 982.41           | 5,519.97                           | 1,221.03         | 8,438.13   | 1,866.53         | 8,078.00   | 1,786.87         |
| 5/31/2031    | 4,441.22                           | 976.79           | 5,519.97                           | 1,214.05         | 8,438.13   | 1,855.86         | 8,078.00   | 1,776.65         |
| 6/30/2031    | 4,441.22                           | 971.38           | 5,519.97                           | 1,207.33         | 8,438.13   | 1,845.59         | 8,078.00   | 1,766.82         |
| 7/31/2031    | 4,482.89                           | 974.89           | 5,561.64                           | 1,209.49         | 8,479.80   | 1,844.10         | 8,119.67   | 1,765.78         |
| 8/31/2031    | 4,482.89                           | 969.32           | 5,561.64                           | 1,202.57         | 8,479.80   | 1,833.55         | 8,119.67   | 1,755.68         |
| 9/30/2031    | 4,482.89                           | 963.95           | 5,561.64                           | 1,195.92         | 8,479.80   | 1,823.41         | 8,119.67   | 1,745.97         |
| 10/31/2031   | 4,482.89                           | 958.44           | 5,561.64                           | 1,189.08         | 8,479.80   | 1,812.98         | 8,119.67   | 1,735.98         |
| 11/30/2031   | 4,482.89                           | 953.14           | 5,561.64                           | 1,182.50         | 8,479.80   | 1,802.95         | 8,119.67   | 1,726.38         |
| 12/31/2031   | 4,482.89                           | 947.69           | 5,561.64                           | 1,175.74         | 8,479.80   | 1,792.64         | 8,119.67   | 1,716.50         |
| 1/31/2032    | 4,482.89                           | 942.40           | 5,561.64                           | 1,169.17         | 8,479.80   | 1,782.63         | 8,119.67   | 1,706.93         |
| 2/29/2032    | 4,482.89                           | 937.36           | 5,561.64                           | 1,162.92         | 8,479.80   | 1,773.10         | 8,119.67   | 1,697.79         |
| 3/31/2032    | 4,482.89                           | 932.00           | 5,561.64                           | 1,156.27         | 8,479.80   | 1,762.96         | 8,119.67   | 1,688.09         |
| 4/30/2032    | 4,482.89                           | 926.84           | 5,561.64                           | 1,149.87         | 8,479.80   | 1,753.20         | 8,119.67   | 1,678.74         |
| 5/31/2032    | 4,482.89                           | 921.54           | 5,561.64                           | 1,143.30         | 8,479.80   | 1,743.18         | 8,119.67   | 1,669.15         |
| 6/30/2032    | 4,482.89                           | 916.44           | 5,561.64                           | 1,136.97         | 8,479.80   | 1,733.53         | 8,119.67   | 1,659.91         |
| 7/31/2032    | 4,524.56                           | 919.67           | 5,603.31                           | 1,138.94         | 8,521.47   | 1,732.09         | 8,161.34   | 1,658.89         |
| 8/31/2032    | 4,524.56                           | 914.41           | 5,603.31                           | 1,132.42         | 8,521.47   | 1,722.18         | 8,161.34   | 1,649.40         |
| 9/30/2032    | 4,524.56                           | 909.35           | 5,603.31                           | 1,126.16         | 8,521.47   | 1,712.65         | 8,161.34   | 1,640.27         |
| 10/31/2032   | 4,524.56                           | 904.15           | 5,603.31                           | 1,119.72         | 8,521.47   | 1,702.86         | 8,161.34   | 1,630.89         |
| 11/30/2032   | 4,524.56                           | 899.15           | 5,603.31                           | 1,113.52         | 8,521.47   | 1,693.43         | 8,161.34   | 1,621.87         |
| 12/31/2032   | 4,524.56                           | 894.00           | 5,603.31                           | 1,107.15         | 8,521.47   | 1,683.75         | 8,161.34   | 1,612.59         |

002678

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
| 1/31/2033    | 4,524.56                           | 888.85                      | 5,603.31                           | 1,100.77                    | 8,521.47   | 1,674.05                    | 8,161.34   | 1,603.30                    |
| 2/28/2033    | 4,524.56                           | 884.26                      | 5,603.31                           | 1,095.09                    | 8,521.47   | 1,665.40                    | 8,161.34   | 1,595.02                    |
| 3/31/2033    | 4,524.56                           | 879.20                      | 5,603.31                           | 1,088.82                    | 8,521.47   | 1,655.88                    | 8,161.34   | 1,585.90                    |
| 4/30/2033    | 4,524.56                           | 874.34                      | 5,603.31                           | 1,082.80                    | 8,521.47   | 1,646.71                    | 8,161.34   | 1,577.12                    |
| 5/31/2033    | 4,524.56                           | 869.34                      | 5,603.31                           | 1,076.61                    | 8,521.47   | 1,637.30                    | 8,161.34   | 1,568.10                    |
| 6/30/2033    | 4,524.56                           | 864.53                      | 5,603.31                           | 1,070.65                    | 8,521.47   | 1,628.23                    | 8,161.34   | 1,559.42                    |
| 7/31/2033    | 4,566.23                           | 867.50                      | 5,644.98                           | 1,072.44                    | 8,563.14   | 1,626.84                    | 8,203.01   | 1,558.42                    |
| 8/31/2033    | 4,566.23                           | 862.54                      | 5,644.98                           | 1,066.31                    | 8,563.14   | 1,617.54                    | 8,203.01   | 1,549.51                    |
| 9/30/2033    | 4,566.23                           | 857.77                      | 5,644.98                           | 1,060.41                    | 8,563.14   | 1,608.59                    | 8,203.01   | 1,540.94                    |
| 10/31/2033   | 4,566.23                           | 852.86                      | 5,644.98                           | 1,054.35                    | 8,563.14   | 1,599.39                    | 8,203.01   | 1,532.12                    |
| 11/30/2033   | 4,566.23                           | 848.14                      | 5,644.98                           | 1,048.51                    | 8,563.14   | 1,590.54                    | 8,203.01   | 1,523.65                    |
| 12/31/2033   | 4,566.23                           | 843.29                      | 5,644.98                           | 1,042.52                    | 8,563.14   | 1,581.44                    | 8,203.01   | 1,514.93                    |
| 1/31/2034    | 4,566.23                           | 838.43                      | 5,644.98                           | 1,036.51                    | 8,563.14   | 1,572.33                    | 8,203.01   | 1,506.20                    |
| 2/28/2034    | 4,566.23                           | 834.10                      | 5,644.98                           | 1,031.15                    | 8,563.14   | 1,564.21                    | 8,203.01   | 1,498.42                    |
| 3/31/2034    | 4,566.23                           | 829.33                      | 5,644.98                           | 1,025.26                    | 8,563.14   | 1,555.26                    | 8,203.01   | 1,489.85                    |
| 4/30/2034    | 4,566.23                           | 824.74                      | 5,644.98                           | 1,019.58                    | 8,563.14   | 1,546.65                    | 8,203.01   | 1,481.61                    |
| 5/31/2034    | 4,566.23                           | 820.03                      | 5,644.98                           | 1,013.75                    | 8,563.14   | 1,537.81                    | 8,203.01   | 1,473.14                    |
| 6/30/2034    | 4,566.23                           | 815.49                      | 5,644.98                           | 1,008.14                    | 8,563.14   | 1,529.30                    | 8,203.01   | 1,464.98                    |
| 7/31/2034    | 4,607.90                           | 818.22                      | 5,686.65                           | 1,009.78                    | 8,604.81   | 1,527.95                    | 8,244.68   | 1,464.01                    |
| 8/31/2034    | 4,607.90                           | 813.54                      | 5,686.65                           | 1,004.00                    | 8,604.81   | 1,519.22                    | 8,244.68   | 1,455.63                    |
| 9/30/2034    | 4,607.90                           | 809.04                      | 5,686.65                           | 998.45                      | 8,604.81   | 1,510.81                    | 8,244.68   | 1,447.58                    |
| 10/31/2034   | 4,607.90                           | 804.42                      | 5,686.65                           | 992.74                      | 8,604.81   | 1,502.17                    | 8,244.68   | 1,439.30                    |
| 11/30/2034   | 4,607.90                           | 799.96                      | 5,686.65                           | 987.24                      | 8,604.81   | 1,493.86                    | 8,244.68   | 1,431.34                    |
| 12/31/2034   | 4,607.90                           | 795.39                      | 5,686.65                           | 981.60                      | 8,604.81   | 1,485.31                    | 8,244.68   | 1,423.15                    |
| 1/31/2035    | 4,607.90                           | 790.81                      | 5,686.65                           | 975.94                      | 8,604.81   | 1,476.75                    | 8,244.68   | 1,414.95                    |
| 2/28/2035    | 4,607.90                           | 786.72                      | 5,686.65                           | 970.90                      | 8,604.81   | 1,469.13                    | 8,244.68   | 1,407.64                    |
| 3/31/2035    | 4,607.90                           | 782.22                      | 5,686.65                           | 965.35                      | 8,604.81   | 1,460.72                    | 8,244.68   | 1,399.59                    |
| 4/30/2035    | 4,607.90                           | 777.89                      | 5,686.65                           | 960.00                      | 8,604.81   | 1,452.64                    | 8,244.68   | 1,391.84                    |
| 5/31/2035    | 4,607.90                           | 773.45                      | 5,686.65                           | 954.52                      | 8,604.81   | 1,444.33                    | 8,244.68   | 1,383.89                    |
| 6/30/2035    | 4,607.90                           | 769.16                      | 5,686.65                           | 949.23                      | 8,604.81   | 1,436.34                    | 8,244.68   | 1,376.23                    |
| 7/31/2035    | 4,649.57                           | 771.68                      | 5,728.32                           | 950.72                      | 8,646.48   | 1,435.04                    | 8,286.35   | 1,375.27                    |
| 8/31/2035    | 4,649.57                           | 767.27                      | 5,728.32                           | 945.28                      | 8,646.48   | 1,426.84                    | 8,286.35   | 1,367.41                    |
| 9/30/2035    | 4,649.57                           | 763.02                      | 5,728.32                           | 940.05                      | 8,646.48   | 1,418.94                    | 8,286.35   | 1,359.84                    |
| 10/31/2035   | 4,649.57                           | 758.66                      | 5,728.32                           | 934.68                      | 8,646.48   | 1,410.83                    | 8,286.35   | 1,352.07                    |
| 11/30/2035   | 4,649.57                           | 754.46                      | 5,728.32                           | 929.50                      | 8,646.48   | 1,403.02                    | 8,286.35   | 1,344.58                    |
| 12/31/2035   | 4,649.57                           | 750.15                      | 5,728.32                           | 924.19                      | 8,646.48   | 1,395.00                    | 8,286.35   | 1,336.89                    |
| 1/31/2036    | 4,649.57                           | 745.96                      | 5,728.32                           | 919.03                      | 8,646.48   | 1,387.21                    | 8,286.35   | 1,329.44                    |
| 2/29/2036    | 4,649.57                           | 741.97                      | 5,728.32                           | 914.12                      | 8,646.48   | 1,379.79                    | 8,286.35   | 1,322.32                    |
| 3/31/2036    | 4,649.57                           | 737.73                      | 5,728.32                           | 908.89                      | 8,646.48   | 1,371.90                    | 8,286.35   | 1,314.76                    |
| 4/30/2036    | 4,649.57                           | 733.65                      | 5,728.32                           | 903.86                      | 8,646.48   | 1,364.31                    | 8,286.35   | 1,307.49                    |
| 5/31/2036    | 4,649.57                           | 729.45                      | 5,728.32                           | 898.69                      | 8,646.48   | 1,356.51                    | 8,286.35   | 1,300.01                    |
| 6/30/2036    | 4,649.57                           | 725.41                      | 5,728.32                           | 893.72                      | 8,646.48   | 1,349.00                    | 8,286.35   | 1,292.81                    |
| 7/31/2036    | 4,691.24                           | 727.73                      | 5,769.99                           | 895.07                      | 8,688.15   | 1,347.75                    | 8,328.02   | 1,291.89                    |
| 8/31/2036    | 4,691.24                           | 723.57                      | 5,769.99                           | 889.95                      | 8,688.15   | 1,340.04                    | 8,328.02   | 1,284.50                    |
| 9/30/2036    | 4,691.24                           | 719.56                      | 5,769.99                           | 885.03                      | 8,688.15   | 1,332.63                    | 8,328.02   | 1,277.39                    |
| 10/31/2036   | 4,691.24                           | 715.45                      | 5,769.99                           | 879.97                      | 8,688.15   | 1,325.01                    | 8,328.02   | 1,270.09                    |
| 11/30/2036   | 4,691.24                           | 711.49                      | 5,769.99                           | 875.10                      | 8,688.15   | 1,317.68                    | 8,328.02   | 1,263.06                    |
| 12/31/2036   | 4,691.24                           | 707.42                      | 5,769.99                           | 870.09                      | 8,688.15   | 1,310.14                    | 8,328.02   | 1,255.83                    |

002679

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
| 1/31/2037    | 4,691.24                           | 703.34                      | 5,769.99                           | 865.08                      | 8,688.15   | 1,302.59                    | 8,328.02   | 1,248.60                    |
| 2/28/2037    | 4,691.24                           | 699.71                      | 5,769.99                           | 860.61                      | 8,688.15   | 1,295.86                    | 8,328.02   | 1,242.15                    |
| 3/31/2037    | 4,691.24                           | 695.71                      | 5,769.99                           | 855.69                      | 8,688.15   | 1,288.45                    | 8,328.02   | 1,235.04                    |
| 4/30/2037    | 4,691.24                           | 691.86                      | 5,769.99                           | 850.95                      | 8,688.15   | 1,281.32                    | 8,328.02   | 1,228.21                    |
| 5/31/2037    | 4,691.24                           | 687.90                      | 5,769.99                           | 846.09                      | 8,688.15   | 1,273.99                    | 8,328.02   | 1,221.19                    |
| 6/30/2037    | 4,691.24                           | 684.10                      | 5,769.99                           | 841.40                      | 8,688.15   | 1,266.94                    | 8,328.02   | 1,214.43                    |
| 7/31/2037    | 4,732.91                           | 686.23                      | 5,811.66                           | 842.63                      | 8,729.82   | 1,265.74                    | 8,369.69   | 1,213.52                    |
| 8/31/2037    | 4,732.91                           | 682.30                      | 5,811.66                           | 837.82                      | 8,729.82   | 1,258.50                    | 8,369.69   | 1,206.59                    |
| 9/30/2037    | 4,732.91                           | 678.53                      | 5,811.66                           | 833.18                      | 8,729.82   | 1,251.54                    | 8,369.69   | 1,199.91                    |
| 10/31/2037   | 4,732.91                           | 674.65                      | 5,811.66                           | 828.42                      | 8,729.82   | 1,244.38                    | 8,369.69   | 1,193.05                    |
| 11/30/2037   | 4,732.91                           | 670.91                      | 5,811.66                           | 823.83                      | 8,729.82   | 1,237.49                    | 8,369.69   | 1,186.44                    |
| 12/31/2037   | 4,732.91                           | 667.08                      | 5,811.66                           | 819.12                      | 8,729.82   | 1,230.42                    | 8,369.69   | 1,179.66                    |
| 1/31/2038    | 4,732.91                           | 663.23                      | 5,811.66                           | 814.40                      | 8,729.82   | 1,223.33                    | 8,369.69   | 1,172.86                    |
| 2/28/2038    | 4,732.91                           | 659.81                      | 5,811.66                           | 810.19                      | 8,729.82   | 1,217.01                    | 8,369.69   | 1,166.80                    |
| 3/31/2038    | 4,732.91                           | 656.03                      | 5,811.66                           | 805.56                      | 8,729.82   | 1,210.05                    | 8,369.69   | 1,160.13                    |
| 4/30/2038    | 4,732.91                           | 652.40                      | 5,811.66                           | 801.10                      | 8,729.82   | 1,203.35                    | 8,369.69   | 1,153.71                    |
| 5/31/2038    | 4,732.91                           | 648.67                      | 5,811.66                           | 796.52                      | 8,729.82   | 1,196.47                    | 8,369.69   | 1,147.11                    |
| 6/30/2038    | 4,732.91                           | 645.08                      | 5,811.66                           | 792.11                      | 8,729.82   | 1,189.85                    | 8,369.69   | 1,140.76                    |
| 7/31/2038    | 4,774.58                           | 647.04                      | 5,853.33                           | 793.23                      | 8,771.49   | 1,188.69                    | 8,411.36   | 1,139.89                    |
| 8/31/2038    | 4,774.58                           | 643.34                      | 5,853.33                           | 788.69                      | 8,771.49   | 1,181.90                    | 8,411.36   | 1,133.37                    |
| 9/30/2038    | 4,774.58                           | 639.78                      | 5,853.33                           | 784.33                      | 8,771.49   | 1,175.35                    | 8,411.36   | 1,127.10                    |
| 10/31/2038   | 4,774.58                           | 636.12                      | 5,853.33                           | 779.84                      | 8,771.49   | 1,168.63                    | 8,411.36   | 1,120.65                    |
| 11/30/2038   | 4,774.58                           | 632.60                      | 5,853.33                           | 775.53                      | 8,771.49   | 1,162.17                    | 8,411.36   | 1,114.45                    |
| 12/31/2038   | 4,774.58                           | 628.98                      | 5,853.33                           | 771.09                      | 8,771.49   | 1,155.52                    | 8,411.36   | 1,108.08                    |
| 1/31/2039    | 4,774.58                           | 625.36                      | 5,853.33                           | 766.65                      | 8,771.49   | 1,148.86                    | 8,411.36   | 1,101.69                    |
| 2/28/2039    | 4,774.58                           | 622.13                      | 5,853.33                           | 762.69                      | 8,771.49   | 1,142.93                    | 8,411.36   | 1,096.00                    |
| 3/31/2039    | 4,774.58                           | 618.57                      | 5,853.33                           | 758.33                      | 8,771.49   | 1,136.39                    | 8,411.36   | 1,089.73                    |
| 4/30/2039    | 4,774.58                           | 615.15                      | 5,853.33                           | 754.13                      | 8,771.49   | 1,130.10                    | 8,411.36   | 1,083.70                    |
| 5/31/2039    | 4,774.58                           | 611.63                      | 5,853.33                           | 749.82                      | 8,771.49   | 1,123.64                    | 8,411.36   | 1,077.51                    |
| 6/30/2039    | 4,774.58                           | 608.25                      | 5,853.33                           | 745.67                      | 8,771.49   | 1,117.42                    | 8,411.36   | 1,071.54                    |
| 7/31/2039    | 4,816.25                           | 610.05                      | 5,895.00                           | 746.68                      | 8,813.16   | 1,116.31                    | 8,453.03   | 1,070.69                    |
| 8/31/2039    | 4,816.25                           | 606.56                      | 5,895.00                           | 742.41                      | 8,813.16   | 1,109.93                    | 8,453.03   | 1,064.57                    |
| 9/30/2039    | 4,816.25                           | 603.20                      | 5,895.00                           | 738.31                      | 8,813.16   | 1,103.78                    | 8,453.03   | 1,058.68                    |
| 10/31/2039   | 4,816.25                           | 599.75                      | 5,895.00                           | 734.08                      | 8,813.16   | 1,097.47                    | 8,453.03   | 1,052.63                    |
| 11/30/2039   | 4,816.25                           | 596.43                      | 5,895.00                           | 730.02                      | 8,813.16   | 1,091.40                    | 8,453.03   | 1,046.80                    |
| 12/31/2039   | 4,816.25                           | 593.02                      | 5,895.00                           | 725.85                      | 8,813.16   | 1,085.16                    | 8,453.03   | 1,040.82                    |
| 1/31/2040    | 4,816.25                           | 589.71                      | 5,895.00                           | 721.80                      | 8,813.16   | 1,079.10                    | 8,453.03   | 1,035.01                    |
| 2/29/2040    | 4,816.25                           | 586.56                      | 5,895.00                           | 717.94                      | 8,813.16   | 1,073.33                    | 8,453.03   | 1,029.47                    |
| 3/31/2040    | 4,816.25                           | 583.20                      | 5,895.00                           | 713.83                      | 8,813.16   | 1,067.19                    | 8,453.03   | 1,023.58                    |
| 4/30/2040    | 4,816.25                           | 579.98                      | 5,895.00                           | 709.88                      | 8,813.16   | 1,061.29                    | 8,453.03   | 1,017.92                    |
| 5/31/2040    | 4,816.25                           | 576.66                      | 5,895.00                           | 705.82                      | 8,813.16   | 1,055.22                    | 8,453.03   | 1,012.10                    |
| 6/30/2040    | 4,816.25                           | 573.47                      | 5,895.00                           | 701.91                      | 8,813.16   | 1,049.38                    | 8,453.03   | 1,006.50                    |
| 7/31/2040    | 4,857.92                           | 575.12                      | 5,936.67                           | 702.83                      | 8,854.83   | 1,048.31                    | 8,494.70   | 1,005.68                    |
| 8/31/2040    | 4,857.92                           | 571.83                      | 5,936.67                           | 698.81                      | 8,854.83   | 1,042.32                    | 8,494.70   | 999.92                      |
| 9/30/2040    | 4,857.92                           | 568.67                      | 5,936.67                           | 694.95                      | 8,854.83   | 1,036.55                    | 8,494.70   | 994.39                      |
| 10/31/2040   | 4,857.92                           | 565.42                      | 5,936.67                           | 690.97                      | 8,854.83   | 1,030.62                    | 8,494.70   | 988.70                      |
| 11/30/2040   | 4,857.92                           | 562.29                      | 5,936.67                           | 687.15                      | 8,854.83   | 1,024.92                    | 8,494.70   | 983.23                      |
| 12/31/2040   | 4,857.92                           | 559.07                      | 5,936.67                           | 683.22                      | 8,854.83   | 1,019.06                    | 8,494.70   | 977.61                      |

002680

**PRESENT VALUE OF SOUTH CAROLINA RETIREMENT SYSTEM PENSION BENEFITS FOR JOEY R. PRESTON**

| Payment Date | Age 60 Benefit with Actual Service |                             | Age 65 Benefit with Actual Service |                             | Actual Benefit with Purchase of 7 Years, 7 Months, 23 Days Additional Service Credit |                             | Benefit if Service Credit Purchase had been 6 Years, 2 Months, 28 Days (Purchase Needed for 28 Years Service Credit) |                             |
|--------------|------------------------------------|-----------------------------|------------------------------------|-----------------------------|--|-----------------------------|--|-----------------------------|
|              | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit                    | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 | Monthly Benefit  | Present Value at 12/31/2008 |
|              | 1/31/2041                          | 4,857.92                    | 555.85                             | 5,936.67                    | 679.28   | 8,854.83                    | 1,013.18   | 8,494.70                    |
| 2/28/2041    | 4,857.92                           | 552.98                      | 5,936.67                           | 675.77                      | 8,854.83   | 1,007.95                    | 8,494.70   | 966.96                      |
| 3/31/2041    | 4,857.92                           | 549.82                      | 5,936.67                           | 671.91                      | 8,854.83   | 1,002.19                    | 8,494.70   | 961.43                      |
| 4/30/2041    | 4,857.92                           | 546.77                      | 5,936.67                           | 668.19                      | 8,854.83   | 996.64                      | 8,494.70   | 956.11                      |
| 5/31/2041    | 4,857.92                           | 543.65                      | 5,936.67                           | 664.37                      | 8,854.83   | 990.94                      | 8,494.70   | 950.64                      |
| 6/30/2041    | 4,857.92                           | 540.64                      | 5,936.67                           | 660.69                      | 8,854.83   | 985.46                      | 8,494.70   | 945.38                      |
| 7/31/2041    | 4,899.59                           | 542.16                      | 5,978.34                           | 661.53                      | 8,896.50   | 984.43                      | 8,536.37   | 944.58                      |
| 8/31/2041    | 4,899.59                           | 539.06                      | 5,978.34                           | 657.74                      | 8,896.50   | 978.80                      | 8,536.37   | 939.18                      |
|              | 994,931.65                         | 200,411.44                  | 784,529.82                         | 129,065.80                  | 3,210,918.24   | 1,184,542.06                | 3,070,052.80   | 1,131,108.11                |

002681

Charles L. Alford, Ph.D.  
Overlook Executive Park

Office (864) 233-8593  
FAX (864) 233-4819  
charlie@cla3.com

October 1, 2012

Troy A. Tessier  
The Wyche Firm  
44 East Camperdown Way  
Greenville, SC 29601-3512

Re: Palmetto Agricultural Consultants, LLC and Anderson County

Dear Mr. Tessier:

At your request I have reviewed two agreements between Palmetto Agricultural Consultants, LLC and Anderson County, SC. These agreements were dated September 4, 2007 and November 1, 2008. My review is limited to consideration of the Term, Compensation, and Remedy for Breach identified in the two agreements.

#### **Term**

The term of the second agreement is much more favorable to Palmetto Agriculture Consultants than that of the first. The first agreement was "Month to Month." The second agreement was for a three year-term with only one of the parties (the County) liable for damages due to cancellation of the contract.

#### **Compensation**

Compensation identified in the second contract is also more favorable to Palmetto Agricultural Consultants than that of the first. Hourly compensation in the first contract was set at \$65. The second contract set hourly compensation at \$75 for year 1, \$85 for year 2, and \$95 for year 3. Using 30 hours per week as suggested in paragraph 5.1 of the second contract, the first contract would have provided total payments to Palmetto Agricultural Consultants of \$304,200 over a three-year period. The second contract provided for payments of \$397,800 over a three-year period.

#### **Remedy for Breach**

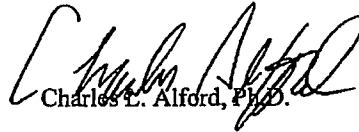
If Anderson County terminated the second agreement it was liable for liquidated damages to Palmetto Agricultural Consultants. Although the wording of the Remedy for



Mr. Tessier  
October 1, 2012; page 2

Breach paragraph is not completely clear, it appears that upon terminating the agreement the County would pay the remaining value of the contract. At the beginning of the contract, that amount was \$397,800, based on 30 hours per week identified in paragraph 5.1.

Cordially,



Charles L. Alford, Ph.D.

CLA/pc

Carolina First Visa

Month: September, 2007

| Vendor Name                   | Account Number | Amount   | Voucher Number         |
|-------------------------------|----------------|----------|------------------------|
| Connector 2000 Association    |                | 25.00    | 25.00 108520           |
| Trade Press Publishing        |                | 1,095.00 | <i>Meal</i>            |
| Trade Press Publishing        |                | 1,095.00 | <i>Travel</i> 2,190.00 |
| USPS                          |                | 31.60    | 31.60 108521           |
| Godaddy.com                   |                | 271.27   | 271.27 108522          |
| CFSA                          |                | 275.00   | 275.00 108523          |
| Honey Baked Ham               |                | 267.44   | 267.44 108524          |
| American Public Works         |                | 225.00   |                        |
| American Public Works         |                | 375.00   | 600.00 108525          |
| India Handicraft              |                | 376.32   |                        |
| India Handicraft              |                | 507.36   |                        |
| India Handicraft              |                | (54.00)  | 829.68 108527          |
| Central Parking Systems       |                | 90.00    |                        |
| Westin Hotels                 |                | 570.40   | 660.40 108528          |
| Georgia World Congress Center |                | 8.96     |                        |
| Steak and Ale                 |                | 30.00    |                        |
| Georgia World Congress Center |                | 11.56    |                        |
| Hooters of Peachtree          |                | 17.00    |                        |
| Georgia World Congress Center |                | 25.92    | 93.44 108529           |
| Tractor Supply Co.            |                | 49.69    | 49.69 108530           |

002684





**ANDERSON  
COUNTY**  
SOUTH CAROLINA

*Making News.  
Making Progress*

TO: Mr. William McAbee, County Council District 4  
 FROM: Mr. Joey R. Preston, County Administrator  
 SUBJECT: Missing credit card receipts  
 DATE: April 1, 2008

County Administrator

Joey R. Preston

Council Members

Michael G. Thompson  
 Chairman  
 District 5

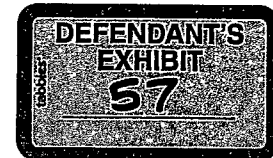
While having the Finance Staff review the credit card statements, we noticed that we are missing receipts for charges to the credit card from April 2007 to February 2008. A list of missing receipts is provided below.

|                   |         |                              |            |
|-------------------|---------|------------------------------|------------|
| Bill McAbee       | 4/18/07 | HRC-Detroit                  | \$19.00 ✓  |
| Vice Chairman     | 4/21    | Central Parking              | \$6.00 ✓   |
| District 4        | 4/21    | Shell Oil                    | \$20.29 ✓  |
| Bob Waldiep       | 4/22    | Best Western                 | \$15.62 ✓  |
| District 1        | 6/10    | Hertz                        | \$18.90 ✓  |
| Gracie S. Floyd   | 10/1    | Lara's Pantry                | \$1.48 ✓   |
| District 2        | 10/1    | Quik Mart                    | \$4.76 ✓   |
| Larry E. Greer    | 10/2    | United Air                   | \$15.00 ✓  |
| District 3        | 10/8    | Greenville/Spartanburg AP    | \$36.00 ✓  |
| Ron Wilson        | 11/8    | Tate Center for Entrepreneur | \$300.00 ✓ |
| District 6        | 11/9    | 39 Rue De Jean               | \$11.53 ✓  |
| Al Cindy Wilson   | 11/10   | Francis Marion Hotel         | \$658.56 ✓ |
| District 7        | 11/10   | Francis Marion Hotel         | \$917.91 ✓ |
| Clerk to Council  | 1/23/08 | Hampton Inn                  | \$96.05 ✓  |
| Linda N. Edlerman | 1/25    | Chevron                      | \$42.23 ✓  |
|                   | 2/22    | Orbitz.com                   | \$343.95 ✓ |
|                   | 2/22    | RFA National Ethanol Conf    | \$850.00 ✓ |
|                   | 2/24    | Fedex Kinko's                | \$145.22 ✓ |
|                   | 2/28    | Enterprise Rent A Car        | \$275.30 ✓ |



2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008  
 for Excellence in Governmental Performance  
 2002 Governor's Award for Excellence in Governmental Performance

Post Office Box 8002 Anderson S.C. 29622-8002  
 (864) 260-4000 (S54) 260-4548 fax  
 www.andersoncountysc.org



Pif\_04861



ANDERSON COUNTY  
SOUTH CAROLINA

Making News.  
Making Progress.

# MEMORANDUM

TO: COUNTY COUNCIL CHAIRMAN, ANDERSON COUNTY  
FROM: Bill McAbee  
DATE: October 7, 2008, October 21, 2008 and Nov. 3, 2008

RE: Recusal from County Council participation due to potential conflict of interest or appearance of impropriety  
Resolution R2008-043 - 10-7-08  
Ordinance 2008-054 - 10-7-08, 10-21-08, 11-3-08

Pursuant to Section 8-13-700, Code of Laws of South Carolina, 1976, as amended, I am hereby giving notice of my abstention from the matter regarding the issue of Fee-in-lieu for Lincola Energy and Lewis Rd Closure as it appears before Anderson County Council on See above, 2008.

The potential conflict of interest or appearance of impropriety for which I am recusing myself and abstaining from participation is: ongoing business relationship

(for example: a personal or financial interest in the matter in question; a conflict or appearance of impropriety due to business or other relationships with one or more of the parties involved; and so forth).

This document is to be filed as a matter of public record, and is to be included with the official minutes of the County Council meeting at which the matter in question was brought before Anderson County Council.

Respectfully submitted,

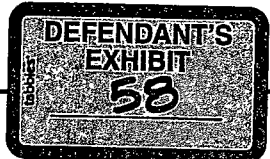
W.H. McAbee



Attachment A  
to minutes of  
10/7/08  
10/21/08  
11/3/08 ✓

Post Office Box 8002 • Anderson, S.C. 29622-8002  
(864) 260-4000

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ANDERSON COUNTY  
SOUTH CAROLINA

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# MEMORANDUM

TO: COUNTY COUNCIL CHAIRMAN, ANDERSON COUNTY

FROM: Bill McAbee

DATE: October 7, 2008, October 21, 2008 and Nov. 3, 2008

RE: Recusal from County Council participation due to potential conflict of interest or appearance of impropriety  
Resolution R2008-043 - 10-7-08  
Ordinance 2008-054 - 10-7-08, 10-21-08, 11-3-08

Pursuant to Section 8-13-700, Code of Laws of South Carolina, 1976, as amended, I am hereby giving notice of my abstention from the matter regarding the issue of Fee-in-lieu for Lincoln Energy and Lewis Rd Closure as it appears before Anderson County Council on See above, 2008.

The potential conflict of interest or appearance of impropriety for which I am recusing myself and abstaining from participation is: ongoing business relationship

(for example: a personal or financial interest in the matter in question; a conflict or appearance of impropriety due to business or other relationships with one or more of the parties involved; and so forth).

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Respectfully submitted,

W.H. McAbee



Attachment A  
to minutes of  
10/7/08  
10/21/08 ✓  
11/3/08

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(864) 260-4000

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ANDERSON COUNTY  
SOUTH CAROLINA

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# MEMORANDUM

TO: COUNTY COUNCIL CHAIRMAN, ANDERSON COUNTY

FROM: Bill McAbee

DATE: October 7, 2008, October 21, 2008 and Nov. 3, 2008

RE: Recusal from County Council participation due to potential conflict of interest or appearance of impropriety  
Resolution R2008-043 - 10-7-08  
Ordinance 2008-054 - 10-7-08, 10-21-08, 11-3-08

Pursuant to Section 8-13-700, Code of Laws of South Carolina, 1976, as amended, I am hereby giving notice of my abstention from the matter regarding the issue of Fee-in-lieu for Lineda Energy and Lewis Rd Closure as it appears before Anderson County Council on See above, 2008.

The potential conflict of interest or appearance of impropriety for which I am recusing myself and abstaining from participation is: ongoing business relationship

(for example: a personal or financial interest in the matter in question; a conflict or appearance of impropriety due to business or other relationships with one or more of the parties involved; and so forth).

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Respectfully submitted,

W.A. McAbee



Attachment A  
to minutes of  
10/7/08 ✓  
10/21/08  
11/3/08

Post Office Box 8002 • Anderson, S.C. 29622-8002  
(864) 260-4000  
[www.andersoncountysc.org](http://www.andersoncountysc.org)



AGREEMENT TO BUY AND SELL REAL ESTATE  
(FOR GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement entered into on Dec 12, 2006  
between, Buyer(s), Steven C. Hawkins or Assigns, (hereinafter  
called "BUYER"), and Seller(s), Stephen G. Kay  
(hereinafter called "SELLER"). The property shall be deeded in the name(s) of Steven Hawkins  
or Assigns

THE  BUYER  SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon.

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision \_\_\_\_\_  
Address 12.40 acres off Lewis Road, Hwy 20 6.18 acres, 20.22 acres off Le  
Tax Map # 224-00-13-009-101, city Belton Zip 29627 Re  
County of Anderson, State of South Carolina 224-00-13-027, 224-00-13-009-1

3. PURCHASE PRICE shall be \$ 640,200.00 (38.80 acres @ \$16,500.00  
per acre) dollars

4. METHOD OF PAYMENT: Purchase price shall be paid as follows:  Cash; or  Subject to Financing. Financing to be obtained by  Conventional  Seller  VA  FHA  Other terms: \_\_\_\_\_

5. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 1000.00  
Buyer and Seller authorize Allison Properties as Escrow Agent, to hold and disburse  
earnest money according to the terms of this agreement. Earnest money paid by  Cash,  Check, or  Other.  
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be  
deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the  
consummation of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER  
HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES  
HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT  
JURISDICTION HAS DIRECTED A DISBURSEMENT.

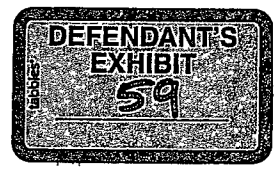
6. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining  
said loan. Buyer shall apply for a maximum \_\_\_\_\_ % loan (loan-to-value ratio) within \_\_\_\_\_ consecutive days from the  
execution of this Agreement and shall provide Seller with written satisfactory loan approval within \_\_\_\_\_ consecutive  
days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the  
essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the  
application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all  
documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that  
is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to  
disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan  
processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer  
shall be in default of this agreement subject to the terms of paragraph 22.

FHA Mortgage Insurance  will  will not be added to the mortgage. VA funding fee  will  will not be added to the mortgage.

SK BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

Phone:

Fax:



The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of an interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate

30 **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

31. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

32 **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

33. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 305 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

34 **MEGAN'S LAW:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

35. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

36 **CONTINGENCIES:** These stipulations shall preempt printed matter herein (attach and reference addendum if necessary) If this contract is not closed by Dec 12, 2007 the

seller agrees to extend date of closing to December 17, 2008  
upon the receipt of an additional \$1500 (fifteen hundred) in or  
before December 12, 2007. Seller agrees to release Buyer from this  
contract at any time upon request without penalty with all binder

**THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF**

of  **BUYER**  **BUYER**  **SELLER**  **SELLER** HAVE READ THIS PAGE

Form 330 PAGE 5 OF 6

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namely to remain the seller and is non-refundable. Seller agrees to  
hold the buyer harmless in the event contract is unperfected  
and the sole remedy is the non-refundable binder used to date.

THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER Steve C. Hill Date 12/12/06 Time 4:46 PM

WITNESS: James D. Harrison Date 12/12/06 Time 4:47 PM

BUYER: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: Steph D. Kay Date 12-12-06 Time 6:03 pm

WITNESS \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

WITNESS \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

LISTING AGENT AND COMPANY Amy Plummer, Allison Properties

SELLING AGENT AND COMPANY Amy Plummer, Allison Properties

SELLING AGENT IS PRESENTING THIS OFFER AS A  BUYER'S AGENT OR  SUBAGENT OF THE SELLER

ESCROW AGENT ACKNOWLEDGMENT Allison Properties

Seller is to pay seller's agent Amy Plummer of Allison Properties 10% commission based on sales price at closing.

Sellers Attorney Brian McCarty

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Form 330 PAGE 6 OF 6

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ANDERSON COUNTY

POSITION DESCRIPTION    JOB CODE 8299  
ECONOMIC DEVELOPMENT    PAY GRADE 35  
DIVISION DIRECTOR        EXEMPT  NON EXEMPT   
Grade - 35

**GENERAL PURPOSE**

Performs a variety of supervisory, administrative, technical and professional work in the preparation and implementation of economic development plans, programs and services.

**SUPERVISION RECEIVED**

Works under the broad guidance and direction of the County Administrator.

**SUPERVISION EXERCISED**

Exercises supervision over division department heads and division staff, either directly or through subordinate supervisors. Recommends to County Administrator the hiring, firing, promotion and demotion of employees, and this recommendation are given particular weight when such employment decisions are made.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Regular attendance is an essential and necessary to perform the essential duties and responsibilities required for this job.

Administers and provides guidance in the areas of: annual budget; project and departmental work schedules; research; preparation and presentation of technical and operational studies and recommendations.

Assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.



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Attends professional development workshops and conferences to keep abreast of trends and developments in the field of economic development.

Coordinates the processing and issuance of industrial revenue bonds or other local economic development financing tools.

Serves as liaison to the Upstate Alliance regional economic development organization, and serves as an advocate for Anderson County within this organization.

Assists County Administrator in regard to Federal Government matters, including those involving legislation, appropriations, grants, and general agency matters.

Serves as County's negotiator with prospective and existing industries on Fee in Lieu of Tax Agreements, Special Source Revenue Bonds and Credits, and other economic development incentives and makes recommendations to County Administrator on these matters.

Works with local utility providers and state local transportation agencies on the planning and implementation of infrastructure within the county to serve industrial customers. Plans and directs specific transportation projects to serve new and existing industries.

Responsible for planning and implementing the activities of the Economic development Advisory Board, including administering their monthly meeting.

Serves as County's Chief liaison to local industry.

Responsible for planning, coordinating, and implementing economic development events, including groundbreaking events for industries, industry appreciation events, and economic development public relations events.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Develops and maintains a comprehensive inventory of available buildings and sites in the County for economic development purposes.

Develops and maintains a database of information for Economic Development purposes.

Directs activities, such as research, analysis, and evaluation of technical information to determine feasibility and economic impact of proposed expansions and developments.

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Directs, coordinates, and evaluates the activities of subordinate department heads in the Economic Development Division.

Evaluates proposals' development impact as they relate to the adopted plans of the County and make recommendations.

Issues written and oral instructions.

Maintains harmony among workers and resolves grievances.

Makes presentations to supervisors, boards, commissions, civic groups and the general public as assigned.

Manages and supervises Economic Development Division operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Monitors local, state and Federal legislation and regulations relating to economic development, and reports findings, trends and recommendations to supervisor.

Negotiates with industry representatives to encourage location in County.

Plans, coordinates, supervise and evaluate Economic Development Division operations.

Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, analysis, and prepares recommendations regarding proposals for programs, grants, services, budget, equipment, etc.

Prepares and maintains information on utilities, taxes, zoning, transportation, community services, financing tools, etc.; responds to requests for information for economic development purposes; prepares data sheets and other information. Responds to local citizens inquiring about local economic development activities and opportunities.

Prepares graphics, charts, tables, promotional materials, etc. for economic development activities.

Provides developers with information on licenses, permits, road specifications, Council of Government data, and Chamber of Commerce information.

Provides information on economic development issues, programs, services, and plans.

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Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates division activities with other divisions and/or departments as needed.

Provides professional and technical advice to the County Administrator and County Council on matters relating to the operation, management, and policy and program development of the Economic Development Division.

Provides staff support to the Economic Development Commission as needed and assigned.

Serves as a liaison between the local government and the chamber of commerce, merchants' associations, economic development districts, redevelopment agencies, port authorities and other public, private or nonprofit groups and associations interested in economic development.

Serves when assigned as a member of an economic development task force composed of private, local, county or state groups.

Supervises the development and implementation of economic development plans to meet the County's needs.

#### **PERIPHERAL DUTIES**

Serves as a member of various staff committees as assigned.

Performs other related duties as required.

#### **DESIRED MINIMUM QUALIFICATIONS**

##### Education and Experience:

- (A) Bachelor's degree in urban planning, business or public administration, economics, marketing, or a closely related field, and
- (B) Seven (7) years managerial experience in economic development and industrial recruitment; or
- (C) Any equivalent combination of education and experience.

##### Necessary Knowledge, Skills and Abilities:

- (A) Thorough knowledge of business development and recruiting principles, techniques and programs; thorough knowledge of economic development techniques, principles, and programs; working knowledge of personal computers;

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considerable knowledge of applicable laws, ordinances, county policies, and regulations affecting Division activities.

- (B) Skill in the operation of the listed tools and equipment.
- (C) Ability to communicate effectively orally and in writing; ability to establish and maintain effective working relationships with employees, supervisors, other departments, public officials, and the general public; ability to analyze and interpret complex information; ability to carry out assigned projects to their completion; ability to train and supervise subordinate personnel.

#### **SPECIAL REQUIREMENTS**

Valid SC Driver's License, or ability to obtain one.

#### **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing; motor vehicle; calculator; phone; copy and fax machine.

#### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is frequently required to talk or hear; sit; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to stand or walk.

The employee must occasionally lift and/or move up to 10 pounds.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

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## WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

01/31/05-LBF

Request for e-mail on July 21, 2004, from John Lummas

Added Job Description Addendum, particular weight and attendance language on August 16, 2004

The addendum and new language did not change the Job Evaluation Factors. Supervisory factors were already a part of this position.

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