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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Teasa K. Weaver, Master in Equity

Appellate Case No. 2020-001023

Mark Giles Pafford, Appellant,

v.

Robert Wayne Duncan, Jr.,
Robert Duncan, Sr., and Frank Eason,
d/b/a "Rock City Heavy Hauling, Inc."
of whom
Robert Wayne Duncan, Jr. and
Robert Duncan, Sr. are the Respondents.

RECORD ON APPEAL

Volume 1

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ELECTRONICALLY FILED - 2020 May 04 1:35 PM - YORK - COMMON PLEAS - CASE#2017CP4602487

STATE OF SOUTH CAROLINA COUNTY OF YORK Mark Giles Pafford, Plaintiff, vs. Robert Dwayne Duncan, Jr., Robert Duncan, Sr. and Frank Eason, DBA Rock City Heavy Hauling, Inc., Defendants.	IN THE COURT OF COMMON PLEAS Case No: 2017-CP46-02487 **ORDER**

This matter came before me for trial on January 7, 2020. The Plaintiff, Mark Giles Pafford was represented by John Martin Foster. The Defendants, Robert Wayne Duncan Jr. ("Duncan Jr."), Robert Wayne Duncan Sr. ("Duncan Sr."), and Frank Eason ("Eason") were represented by Stephen D. Schusterman.

BACKGROUND

Plaintiff filed an action in claim and delivery against Duncan Jr. to recover a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961 ("Kenworth"), and against both Duncan Jr. and Duncan Sr. for unpaid wages, penalties and attorney fees under S.C. Code § 41-10-40 *et seq.* Duncan Jr. and Duncan Sr. filed counter claims for breach of contract, fraud and negligent misrepresentation related to the sale of the Kenworth.

Additional matters raised in trial without objection included: the sale of two trailers and truck accessories along with the Kenworth; two modifications of the terms of sale regarding the Kenworth, and damages to a motorcycle owned by Duncan Sr. caused by Plaintiff's attempt to repossess the Kenworth.

At the close of Plaintiff's case, Defendant Eason moved for a directed verdict stating Plaintiff failed to carry his burden of proof that he was an owner or partner in the business known as Rock City Heavy Hauling, Inc. ("Rock City"). This motion was granted as the record was devoid of facts supporting said claim against Eason. "Defendants" hereafter include only Duncan Jr. and

Duncan Sr.

Based upon the testimony and documentary evidence and in consideration of the credibility of the witnesses, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT

Duncan Sr., now retired, owned a trucking business known as Rock City Heavy Hauling, Inc. which his son, Duncan Jr., assisted with its operation. Plaintiff was employed by Rock City as an independent contractor trucker from February 10, 2015 through April 15, 2017, earning $1,000.00 per week.

Aside from his employment, in February of 2015, Plaintiff entered into an oral contract with Duncan Jr., for the sale of the Kenworth Truck, a 1998 Trailking trailer, a 2009 Trailking trailer and truck accessories. Duncan Jr. agreed to pay Plaintiff $85,000.00 in exchange for the truck and two trailers, and $10,000.00 for the truck accessories. Duncan Jr. took possession of the truck and trailers, but never received the truck accessories. Plaintiff was unsure of the price of the truck or trailers, stating Duncan Jr. set the price. Duncan Jr., who has thirty years of experience in the buying and selling of commercial trucks, trailers and related equipment, testified that the value of the 2009 Trailking Trailer was one-half of the agreement of $85,000.00. I find the value of the 2009 Trailking Trailer in Defendants' possession to be $42,500.00.

Thereafter, Plaintiff and Duncan Jr. agreed to modify the sale agreement. The modifications reduced the purchase price owed to Plaintiff. First, Plaintiff agreed to reduce the amount owed by $14,000.00 in exchange for a 2002 Ford Thunderbird. Second, Plaintiff agreed to reduce the amount owed by the costs of repairs to another truck/vehicle Plaintiff owned or possessed. The costs of the repairs were $8,068.09. (Defendant's Exhibit 3). Defendants completed the repairs to Plaintiff's other vehicle and returned to it to Plaintiff. After having the Thunderbird for about a week, Plaintiff returned it to Defendants' property, stating only he was not satisfied. Plaintiff refused return of the vehicle or the transfer of its title. Defendants later sold the vehicle to a third party for $8,000.00.

The parties agree that the sum total of payments made to Plaintiff toward wages and the sale agreement is $163,000.00 [1]; however, Defendants dispute the amounts allotted by Plaintiff between these categories in his self-prepared spreadsheet (Plaintiff's exhibit 6). Most of the checks

1 The expenses of $11,067.62 are not in dispute and are omitted from further discussion or calculation.

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and receipts in evidence do not show the purpose of the payment. A few show that $2,000.00 was paid toward wages, and $63,000.00 was paid toward the sale agreement. (Plaintiff's exhibit 5). Plaintiff admitted the payment amounts listed in his spreadsheet were applied arbitrarily, and there was no other evidence proving which category the remaining $98,000.00 in payments should be attributed. Therefore, this court is unable to make any such findings.

Plaintiff's claim for unpaid wages alleges Defendants failed to pay a weekly increase of $500.00 starting June 27, 2015. The evidence provided by Plaintiff in support consisted of Plaintiff's testimony, documents prepared by him, and witnesses restating what they were told by Plaintiff. Also, Plaintiff worked over eighteen (18) months without the increase and without addressing the issue with his employer. I find Plaintiff failed to prove his wages increased.

Plaintiff also failed to show that he has not been fully paid for wages he earned. Plaintiff marked ninety-one (91) weeks of earned wages in his spreadsheet. With a weekly wage of $1000.00, Plaintiff earned a total of $91,000.00. Plaintiff has been paid a total of $100,000.00 in addition to the $63,000.00 shown to have been paid toward the sale agreement. This amount more than fully covers the wages he earned, and Plaintiff has failed to show otherwise. Having failed to prove unpaid wages, Plaintiff is also not entitled to additional penalties or attorney's fees as provided in S.C. Code Ann. section 41-10-10 *et seq.*

Plaintiff's remaining actions involve claim and delivery of the truck, trailers and accessories. Plaintiff is the current titleholder and owner of the Kenworth truck and 1998 Trailking Trailer. (Plaintiff's Exhibit 4 and exhibits attached to Plaintiff's Amended Complaint received into evidence). No title was provided for the 2009 trailer, and when questioned further about this trailer, Plaintiff's answers were evasive, conflicting and untruthful. Plaintiff admitted that in 2010 he reported a 2009 Trailking trailer stolen to the sheriff's office, but stated the last time he saw it was after he dropped it off at a gas station for repossession. Plaintiff admitted the trailer he reported stolen in 2010 was the same trailer sold to Duncan Jr., but later denied knowing what trailer he sold as he did not check the VIN number. Plaintiff explained the 2009 trailer now with Defendants just appeared in a yard in Chester County that Plaintiff frequently used; however, he was unable to provide the name of the yard owner, or how he was notified of the trailer's appearance. Plaintiff also stated the trailer may be stolen, the Defendants knew, and could forge a title. Both Defendants denied these allegations.

In an attempt to take back possession of the Kenworth, Plaintiff admitted to entering onto

the Defendants' property without permission. Plaintiff crawled through a window to gain access inside the building where the truck was stored. Plaintiff was stopped by law enforcement before leaving the area with the truck. Underneath the window that Plaintiff used for access into the storage building was parked a Harley Davidson motorcycle belonging to Duncan Sr. After checking the motorcycle, Duncan Sr. observed scratches had been made in the paint by Plaintiff's entry. Duncan Sr. paid $4,195.00 to repair the damage. (Defendants' Exhibit 4).

CONCLUSIONS OF LAW

In order to prevail in claim and delivery, Plaintiff must prove by a preponderance of the evidence that he is the owner of the subject property, and that the subject property is wrongfully retained by Defendants. *Jackson v. Frier*, 146 S.C. 322, 144 S.E. 66 (1928) (citation omitted); S.C. Code Ann. § 15-69-30. Based on this standard, Plaintiff has failed to prove all the necessary elements to warrant return of the property or their value.

First, Plaintiff failed to prove the Defendants are in possession of the truck accessories.

Second, Plaintiff failed to prove he is the owner of the 2009 trailer currently in the Defendants' possession. No current title was provided, and Plaintiff stated repeatedly that he was unsure of what trailer was in Defendants' possession, and whether he could transfer good title. Plaintiff also stated it may be stolen.

Last, Plaintiff has failed to show that he has not been paid in full for the sale of the items and Defendants are in wrongful possession. As stated before, Plaintiff arbitrarily applied payments in his spreadsheet and cannot account for $98,000.00 in payments. It is Plaintiff's burden to show that what amount is unpaid as to the sale agreement, and he has failed to do so.

Aside from Plaintiff's claims, Defendants filed counterclaims for breach of contract, negligent misrepresentation and fraud relating to the 2009 Trailking Trailer and Plaintiff's ability to transfer valid title as agreed.

To maintain a cause of action for negligent misrepresentation, a party must demonstrate by a preponderance of the evidence that the opposing party: made a false representation; had a pecuniary interest in making the statement; owed a duty of care to communicate truthful information and failed to exercise said due care; and the injured party justifiably relied on the representation and suffered a pecuniary loss relying upon the representation. *Gecy v. South Carolina Bank and Trust*, 422 S.C. 509, 812 S.E.2d 750 (Ct. App. 2018) (citation omitted).

The burden of proving fraud is higher. In an action for fraud, one must show by clear and

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convincing evidence: "(1) a representation; (2) its falsity; (3) its materiality; (4) knowledge of its falsity or a reckless disregard for its truth or falsity; (5) intent that the plaintiff act upon the representation; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury." *McLaughlin v. Williams*, 379 S.C. 451, 456, 665 S.E.2d 667, 670 (Ct. App. 2008), *citing Hendricks v. Hicks*, 374 S.C. 616, 649 S.E.2d 151 (Ct. App. 2007).

Plaintiff represented to Duncan Jr. when he sold the 2009 trailer now in Defendants' possession that he could transfer valid title. The evidence shows this is false and Plaintiff had knowledge or certainly a reckless disregard for its truth. Plaintiff does not currently have title and has had years to acquire it if this were possible. The falsity is made more evident by Plaintiff's denial of knowing what trailer he sold, and his story of its sudden appearance in Chester County, and stolen nature. I find and conclude the evidence supports fraud, or in the alternative, the lesser standard of negligent misrepresentation.

For damages, Defendants state their preference is to affirm the contract. An action in fraud allows a party to affirm the contract, retain the benefits received under it, and seek to recover damages by reason of the fraud. *Baeza v. Robert E. Lee Chrysler, Plymouth, Dodge, Inc.*, 279 S.C. 468, 309 S.E.2d 763 (Ct. App. 1983) (citation omitted). Damages are measured by the difference between the value as represented and the value actually received which may be offset by the unpaid balance of the purchase price. *Id.* Defendants have proven damages to be $42,500.00; the difference in value of the equipment Plaintiff represented he would convey, and the value of the equipment he can actually transfer. Though Plaintiff failed to prove there was an unpaid balance as to the equipment, I offset the unpaid balance determined by treating wages and equipment as one category. Based upon my previous findings, Plaintiff is owed a total of $163,931.91 for wages and the sale agreement. Defendants have paid $163,000.00. This leaves an unpaid balance of $931.91. Second, Defendants agree damages should be offset by the resale value of the Thunderbird ($8,000.00). Thus, Defendants are entitled to damages in the amount of $33,568.09, and the 2009 trailer shall be returned to the Plaintiff.

Having found for Defendants as to negligent misrepresentation and fraud, I make no rulings regarding Defendants' claim for breach of contract for the same damages.

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ORDER

WHEREFORE, this Court finds:

1. Defendant Frank Eason's motion for directed verdict is granted and he is dismissed as a party to this action;

2. Plaintiff's claims are dismissed;

3. Defendants are granted judgment against Plaintiff in the amount of $33,568.09, due within thirty (30) days from the date of service of this Order;

4. Defendant Robert Wayne Duncan Sr. is granted judgment against Plaintiff in the amount of $4,195.00;

5. Plaintiff shall transfer title of the 2003 Kenworth and 1998 Trailking Trailer to the Defendants within thirty (30) days of this order;

6. Defendants shall within thirty (30) days from the date of service of this Order return possession of the 2009 Trailking trailer to the Plaintiff; and

7. The Parties are responsible for their own attorney's fees and costs.

JUDGE'S SIGNATURE PAGE TO FOLLOW

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP46-02487

MARK GILES PAFFORD
PLAINTIFF(S)

ROBERT WAYNE DUNCAN, JR., et al.,
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Robert Wayne Duncan Jr.	Mark G. Pafford	$33,568.09
Robert Wayne Duncan, Sr.	Mark G. Pafford	$4195.00

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

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

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

TEASA K. WEAVER — **Master in Equity**
3084 — **Judge Code**
Date

For Clerk of Court Office Use Only

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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

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

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York Common Pleas

Case Caption: Mark Giles Pafford VS Robert Wayne Duncan Jr

Case Number: 2017CP4602487

Type: Master/Order/Other

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2020-05-04 13:03:45 page 9 of 9

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4602487

Mark Giles Pafford
PLAINTIFF(S)

Robert Wayne Duncan, Jr et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

This matter came before me for hearing on June 17, 2020 upon Plaintiff's motion pursuant to Rule 59(e), SCRCP, asking the Court to alter or amend the Court's Order filed May 4, 2020. Present and representing the parties were: John Martin Foster for Plaintiff; and, Stephen D. Schusterman for Defendants. After consideration of the arguments of counsel, I find no basis for amending the ruling rendered in the prior order.

Therefore, it is ordered that Plaintiff's motion pursuant to Rule 59(e), SCRCP, be denied.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/24/2020 .

Rock City Heavy Hauling Inc
Frank Eason
Robert Duncan, Sr

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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York Common Pleas

Case Caption: Mark Giles Pafford VS Robert Wayne Duncan Jr

Case Number: 2017CP4602487

Type: Order/Electronic Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2020-06-24 10:50:40 page 3 of 3

STATE OF SOUTH CAROLINA	]	IN THE CIRCUIT COURT
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD,	]	
	]	
Plaintiff,	]	SUMMONS
	]	
v.	]	
	]	
ROBERT WAYNE DUNCAN, Jr.,	]	C.A. No. 2017-CP-46-2482
	]	
Defendants/Lessees.	]	

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2017 AUG 24 PM 12:44
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

TO THE DEFENDANT(S) ABOVE-NAMED:

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad litem*is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

John Martin Foster
Attorney for Plaintiff

223 East Main Street, Suite 520
Post Office Box 106
Rock Hill, SC 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

August 23, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD	]	
	]	
Plaintiff,	]	CERTIFICATE OF EXEMPTION
v.	]	
	]	
ROBERT WAYNE DUNCAN, Jr.,	]	C.A. No. 17-CP-46-2467
	]	
Defendant.	]	

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

_X_ This is a special proceeding of action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

____ This action is appellate in nature;

____ This is a post-conviction relief matter

____ This is a contempt of court proceeding;

____ This is a forfeiture proceeding brought by the State;

____ This is a case involving a mortgage foreclosure; or

____ The parties have submitted the case to voluntary mediation with a certified mediator prior to the filing of this civil action.

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2017 AUG 24 PM 12:44
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S. C. 29730

Post Office Box 106
Rock Hill, S. C. 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

August 18, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]		IN THE COURT OF COMMON PLEAS
]		
COUNTY OF YORK]		SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD]		
]		
Plaintiff,]		COMPLAINT
v.]		
]		
ROBERT WAYNE DUNCAN, Jr.,]		C.A. No. 17-CP-46-2468
]		
Defendant.]		
]		

FILED-RECEIVED
2017 AUG 24 PM 12:44
DAVID HAMILTON
C.C.C.P.&GS
YORK COUNTY, SC

The Plaintiff alleges:

1. Plaintiff MARK GILES PAFFORD (hereafter also "the Plaintiff" and "PAFFORD") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.

2. Defendant ROBERT WAYNE DUNCAN, Jr. (hereafter also "the Defendant" and "DUNCAN") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.

3. In or about February, 2016, the parties entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961. Until such sale was completed, title and ownership of the truck would remain in the name of PAFFORD. A true and current copy of the South Carolina Certificate of Title evidencing that ownership is attached hereto and incorporated herein.

4. On knowledge and information, the said truckis held by the Defendant at 1215 South Paraham Road, York, South Carolina.

5. The Defendant has defaulted under the terms of the oral agreement by his failure to make the agreed installment payments.

6. Demand has been made by Plaintiff for surrender of the truck, but the Defendant has failed and refused to surrender that property.

7. On knowledge and information, the Plaintiff has fulfilled all duties required of him under the relevant laws.

8. On knowledge and information, Plaintiff is entitled to the possession of its collateral, or secured property, described above.

9. By reason of the default of the Defendant, the Plaintiff has engaged the attorney below signed and initiated this civil action for the repossession of its collateral, or secured property, under the said agreement.

10. On knowledge and information, this civil action does not require the Court "to take an account or to determine the amount of damages in order to enter judgment or to carry it into effect" as those terms are defined by Rule 55(b)(1), S.C.R.C.P., and this Court may issue its default judgment without a hearing.

11. Plaintiff's Affidavit made pursuant to S.C. Code § 15-69-30 is attached hereto and the allegations thereof are incorporated by this reference.

12. Plaintiff's Affidavit and that of Mr. Arvid Reiter, both of which are attached hereto and incorporated herein, evidence that it is probable to believe that the property at issue is in immediate danger of being destroyed or concealed by the Defendant as its possessor.

13. On knowledge and information, and pursuant to S.C. Code § 15-69-100, the Plaintiff is entitrled to a determination as to whether the said property may be immediately seized.

14. On knowledge and information, Plaintiff is not required to serve a Notice of Right to Cure upon the Defendant under the applicable provisions of the S.C. Consumer Protection Code.

WHEREFORE, the Plaintiff prays:

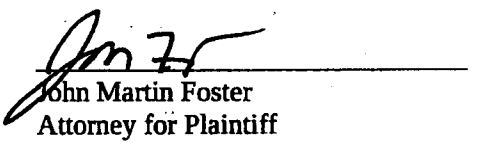
A. That pursuant to S.C. Code § 15-69-100, the Judge or Clerk of Court make a determination that subject property may be immediately seized and issue an Order to that effect;

B. That, in the alternative to Prayer A. above, the possession of the secured property be allowed the Plaintiff MARK GILES PAFFORD;

C. That, in the alternative to Prayer A. above, prior to judgment, an order issue from this Court pursuant to S.C. Code § 15-69-90 restraining the Defendant from damaging, concealing or removing the subject property;

D. That this Court include herein a prayer for any other relief to which Plaintiff may be entitled under the facts set out and referenced herein; and

E. For such other and further relief as this Court may deem just and proper.



John Martin Foster
Attorney for Plaintiff

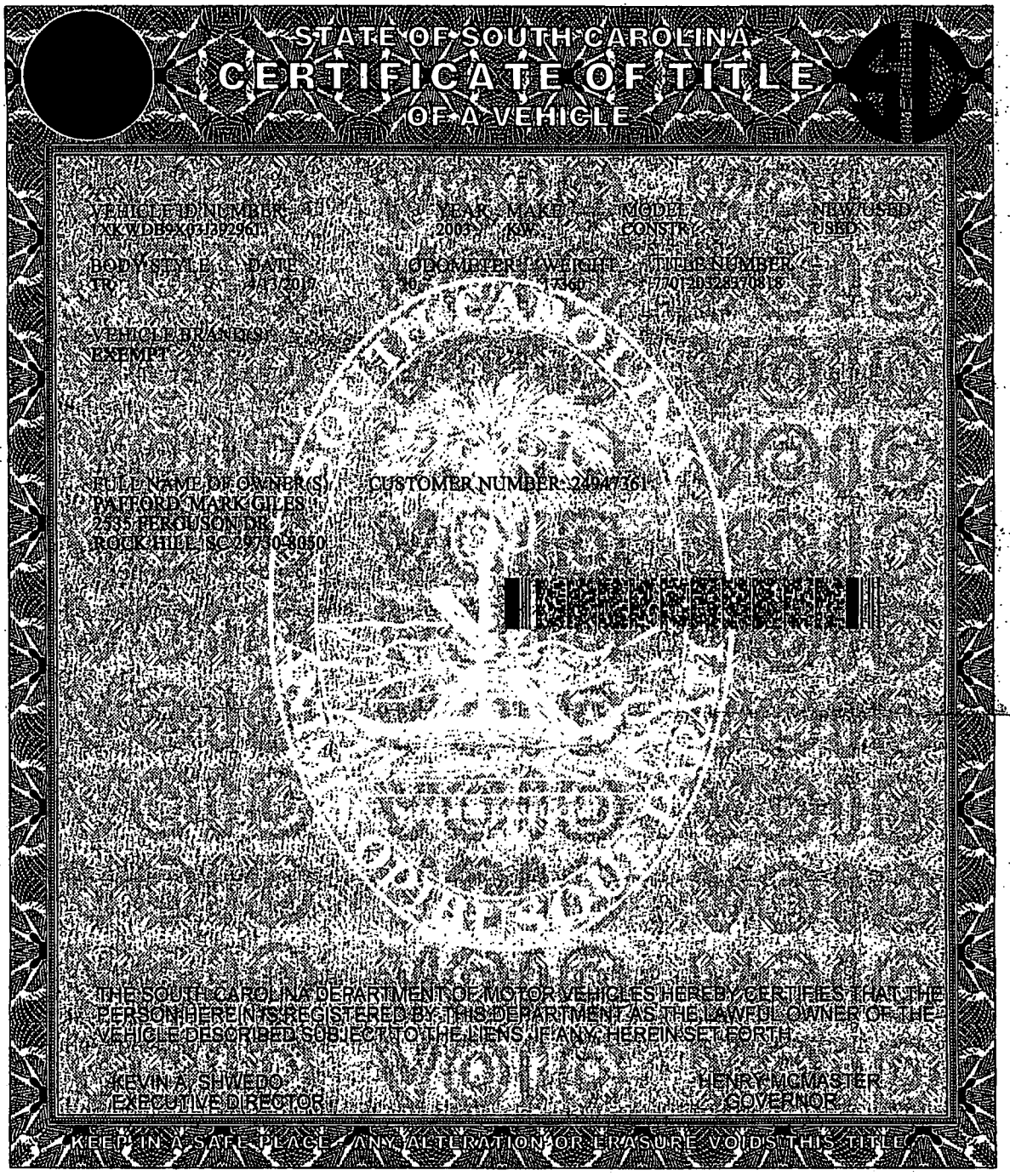
The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730

Post Office Box 106
Rock Hill, South Carolina 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

August 18, 2017

Rock Hill, South Carolina



STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1XKWDB9X03J392961	2003	KW	CONSTR	USED

BODY STYLE	DATE	ODOMETER	WEIGHT	TITLE NUMBER
TR	4/13/2017	20	17360	770120328370818

VEHICLE BRAND(S)
EXEMPT

FULL NAME OF OWNER(S)
PAFFORD, MARK GILES
2535 FERGUSON DR
ROCK HILL, SC 29730-8050

CUSTOMER NUMBER: 24947361

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

HENRY MCMASTER
GOVERNOR

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

39212146

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
"NOTICE: AN ALTERATION OR ERASURE VOIDS THE ASSIGNMENT!"
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to:

(Name) _____ (Street) _____ (City) _____ (State) _____ (Zip Code) _____
and is subject to the following lien:

(Name of Lienholder) _____ (Address) _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless instructed.

Odometer Reading (NO TENTHS)
1. The mileage stated is in excess of its mechanical limits
2. The odometer reading is not the ACTUAL mileage
WARNING-ODOMETER DISCREPANCY

Date of Sale _____
Sale Price $ _____
Trade Value $ _____
Taxable Value $ _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name(s) of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to:

(Name) _____ (Street) _____ (City) _____ (State) _____ (Zip Code) _____
and is subject to the following lien:

(Name of Lienholder) _____ (Address) _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless instructed.

Odometer Reading (NO TENTHS)
1. The mileage stated is in excess of its mechanical limits
2. The odometer reading is not the ACTUAL mileage
WARNING-ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name(s) of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to:

(Name) _____ (Street) _____ (City) _____ (State) _____ (Zip Code) _____
and is subject to the following lien:

(Name of Lienholder) _____ (Address) _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless instructed.

Odometer Reading (NO TENTHS)
1. The mileage stated is in excess of its mechanical limits
2. The odometer reading is not the ACTUAL mileage
WARNING-ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name(s) of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to:

(Name) _____ (Street) _____ (City) _____ (State) _____ (Zip Code) _____
and is subject to the following lien:

(Name of Lienholder) _____ (Address) _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless instructed.

Odometer Reading (NO TENTHS)
1. The mileage stated is in excess of its mechanical limits
2. The odometer reading is not the ACTUAL mileage
WARNING-ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name(s) of Buyer(s) _____ Address _____

(LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL)

2017CP46-2487

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

VERIFICATION

PERSONALLY appeared before me the Plaintiff MARK GILES PAFFORD, who, being duly sworn, deposes and says that he is the Plaintiff in the foregoing civil action; that he has read the within Complaint; and that the facts stated therein are true of his own knowledge, except for those matters alleged therein on knowledge and information, and as to those, he believes them to be true.

Mark Giles Pafford
MARK GILES PAFFORD

SWORN TO and subscribed before me
this 11 day of August, 2017.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 07/21/2015

FILED-RECEIVED
2017 AUG 24 PM 12:44
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

STATE OF SOUTH CAROLINA] COUNTY OF YORK]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD] Plaintiff,] v.] ROBERT WAYNE DUNCAN, Jr.,] Defendant.]	AFFIDAVIT AND ORDER FOR IMMEDIATE SEIZURE C.A. No. 17-CP-46-3487

FILED-RECEIVED
2017 AUG 31 AM 11:45
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

The Plaintiff, being duly sworn, states the following:

1. The Plaintiff is the owner, or is entitled to possession of, the property described below:

a used 2003 Kenworth W 3900 red truck.
VIN # 1XKWDB9X03J392961.

2. The property described above is being wrongfully withheld and concealed to defraud the Plaintiff, by the above-named Defendant.

3. To the best knowledge of the Plaintiff, the property is being withheld by the Defendant on unknown grounds.

4. The property was not taken from the ownership or possession of the Plaintiff due to any tax, fine or assessment.

5. The value of the above-referenced property, to the best of Plaintiff's information, knowledge and belief, is $80,000.00. This civil action is not one for debt.

6. The above-described property is believed to be in immediate danger of destruction or concealment by reason of 1) the said Defendant's concealment of the said property over the past several months, and 2) his statements to Mr. Arvid Reiter of his intention to strip and sell the truck and its parts, creating a situation in which damage to it may be caused, with a resultant decrease or total loss in the value of the property.

Mark Giles Pafford
MARK GILES PAFFORD

SWORN to and subscribed before me
this 19 day of August, 2017

Notary Public For South Carolina
My Commission Expires: 9/20/2015

STATE OF SOUTH CAROLINA] COUNTY OF YORK]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD]] Plaintiff,] v.]] ROBERT WAYNE DUNCAN, Jr.,]] Defendant.]	AFFIDAVIT FOR IMMEDIATE SEIZURE C.A. No. 17-CP-46-2487

FILED-RECEIVED
2017 AUG 31 AM 11:44
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

The Affiant, Mr. ARVID REITER, being duly sworn, states the following:

1. He is a resident of York County, having his residence at 2345 Firetower Road, Rock Hill.

2. He is employed as an independent trucker and has had dealings and conversations with the Defendant ROBERT WAYNE DUNCAN, Jr., who acts as a businessman.

3. He is not in business with either of the parties above, and has received no consideration for giving this affidavitg.

4. He recently had a telephone conversation with DUNCAN in which he sought to buy an axle from DUNCAN.

5. DUNCAN stated that he had a newer Kenworth truck on which he had placed a wrecker chassis off PAFFORD's truck.

6. In those conversations, as stated DUNCAN has acknowledged his possession of the property described below:

a used 2003 Kenworth W 3900 red truck
VIN # 1XKWDB9X03J392961.

7. By that conversation, in his understanding, DUNCAN has stated his intention of stripping or selling the said truck.

8. To the Affiant's knowledge, and according to the South Carolina Certificate of Title displayed to him, the said truck is titled to the Plaintiff MARK GILES PAFFORD.

9. On the basis of the Defendant's statements to the Affiant, he understands that damage to the truckmay be caused, with a resultant decrease or total loss in the value of that property.

ARVID REITER

SWORN to and subscribed before me
this 11 day of August, 2017

Notary Public for South Carolina
My Commission Expires: 02/20/2015

STATE OF SOUTH CAROLINA] COUNTY OF YORK]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD,]] Plaintiff,] v.]] ROBERT WAYNE DUNCAN, Jr.,]] Defendant.]	RESTRAINING ORDER C.A. No. 2017-CP-46-02487

This matter having come before this Court by means of the verified Complaint and Affidavits herein, which pleadings have been treated by this Court as an affidavit pursuant to S.C. Code § 15-69-30.

Pursuant to the authority vested in this Court pursuant to S.C. Code § 15-69-90, and good cause appearing therefore,

NOW, THEREFORE, IT IS ORDERED:

1. That the Defendant(s) herein, and each of them, and any officer, agent, servant, employee, attorney or person in active concert or participation with them who receive actual notice of this order by personal service or otherwise, be, and the same hereby is, restrained from damaging, concealing, or removing the following property until further Order of this Court:

a used 2003 Kenworth W 3900 red truck, with its parts and attachments
VIN # 1XKWDB9X03J392961.

2. That pursuant to the Statutes cited above, a copy of this Order shall be served on the Defendant(s) concurrently with the Summons, Complaint and other original pleadings herein; and

3. That the said Defendant(s) and person(s) listed above be, and the same hereby is or are placed on specific notice that a violation of this Order shall subject him, her or it to a fine not to exceed one thousand dollars or imprisonment for not more than six months, or both.

AND IT IS SO ORDERED.

Judge of the Circuit Court
Sixteenth Judicial Circuit

August 31st, 2017

York, South Carolina

FILED-RECEIVED
2017 AUG 31 AM 11:48
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2017-CP-46-02487

Mark Giles Pafford
Plaintiff(s)

VS

Robert Wayne Duncan Jr.
Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

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2018 JAN 12 PM 12:41
DAVID HAMILTON
C.C.C.P.& GS
YORK COUNTY, SC

___ All of the parties not in default consent to the reference.

___ None of the parties have made a timely demand for a jury trial.

___ This is an equitable matter.

_X_ SEE ATTACHED ORDER

Accordingly, this matter is referred to the master-in-equity or _____ as a special referee to:

___ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRCP.

_X_ Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

David C Hamilton
CLERK OF COURT

John Martin Foster
Stephen D. Schusterman

STATE OF SOUTH CAROLINA]	IN THE COURT OF COMMON PLEAS
]	
COUNTY OF YORK]	SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD,]	
]	NOTICE OF RIGHT
Plaintiff,]	
v.]	TO PRE-SEIZURE HEARING
]	
ROBERT WAYNE DUNCAN, Jr.,]	C.A. No. 2017-CP-46-02487
]	
Defendant.]	
]	

You, the Defendant(s), have the right pursuant to S.C. Code § 15-69-80, to demand a hearing within Five (5) days from the service of this Notice by notifying the Clerk of the Circuit Court in writing.

At such hearing you may present such evidence touching upon the probable validity of the Plaintiff's claim for immediate possession, and your right to continue in possession of the property described below:

a used 2003 Kenworth W 3900 red truck, with its parts and attachments
VIN # 1XKWDB9X03J392961.

If you should fail to make a timely demand for pre-seizure hearing, waiver of your right to a hearing will be presumed, and an Order may be issued for the immediate taking of the property described above from your possession.

John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S. C. 29730

Post Office Box Box 106
Rock Hill, S. C. 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

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2017 AUG 31 AM 11:48
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

August 31, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF YORK Mark Giles Pafford Plaintiff vs. Robert Dwayne Duncan, Jr. Defendant.	)	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT Case No: 2017 CP 46-2487 DEFENDANT'S NOTICE OF DEMAND FOR PRE-SEIZURE HEARING

FILED-RECEIVED
2017 SEP 13 AM 9:36
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

The Defendant was serviced with a Notice of Right to Pre-Seizure Hearing bearing the above captioned case number on September 8, 2017. The Defendant is demanding a Pre-Seizure Hearing in this matter in order to present such evidence to dispute the validity of Plaintiff's claim for immediate possession and to show he has the right to continue possession of the property described as follows:

Used 2003 Kenworth W 3900, red truck bearing VIN #1XKWDB9X03J392961 and all parts and attachments.

Stephen D. Schusterman
SCHUSTERMAN LAW FIRM, PA
PO Box 4211
Rock Hill, SC 29732
Telephone: 803-325-7788
Facsimile: 803-325-7889

September 12, 2017

CERTIFICATE OF SERVICE

I, the undersigned, being over eighteen (18) years of age and not an attorney or party to this action, hereby certify that I have served the **DEFENDANTS NOTICE OF DEMAND FOR PRE-SEIZURE HEARING** by HAND DELIVERY to :

Mr. John Martin Foster, Esquire
Post Office Box 106
Rock Hill, South Carolina 29731-6106

Re.: Mark Giles Pafford vs. Robert Dwayne Duncan
Case No.: 2017-CP-46-2487

This 13 day of September, 2017

Suzanne R. Adams
Legal Assistant to Mr. Schusterman

FILED-RECEIVED
2017 SEP 13 AM 9:36
DAVID HAMILTON
C.C.C.P. & G.S.
YORK COUNTY, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
	)	
Mark Giles Pafford	)	Case No: 2017 CP 46-2487
Plaintiff	)	
	)	**ANSWER AND COUNTERCLAIM**
vs.	)	
	)	
Robert Dwayne Duncan, Jr.	)	
Defendant.	)	

FILED-RECEIVED
2017 OCT 31 PM 2:42
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

The Defendant, Robert Duncan, Jr., hereby answers the Plaintiff's complaint as follows:

1. The allegations of paragraphs 1, 2, 3 and 4 are admitted.
2. The allegations of paragraph 5, 6, 7, 8, 9, 10 and 11 are denied.

COUNTERCLAIM

3. The Plaintiff is a citizen and resident of York County, South Carolina.
4. The Defendant is a citizen and resident of York County, South Carolina.
5. The property at issue, a 2003 Kenworth W red truck (hereinafter referred to as "truck"), is located in York County, South Carolina.
6. In February 2016, the Plaintiff and the Defendant entered into an oral agreement wherein the Defendant would purchase the truck from the Plaintiff. The parties agreed that the Defendant would make installment payments and upon these payments being made the Plaintiff would release the title to the truck to the Defendant.
7. The Defendant has made the required payments to the Plaintiff under the terms of the oral agreement.

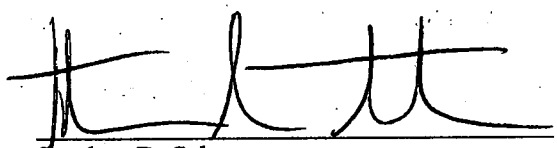
8. The Defendant made these payments in reliance on the agreement between the parties that the Plaintiff would provide him with the title to the truck.
9. The Defendant has made improvements to the truck in reliance on the agreement of the parties that the Plaintiff would furnish him with the title to the truck after payments were made.
10. The Plaintiff is refusing and has failed to provide the title to the truck as required by the terms of the oral agreement despite receiving and accepting the payments.
11. The Defendant has complied with all terms of the oral agreement.
12. The Defendant has suffered damages as a result of the Plaintiff refusing to comply with the agreement.
13. The Defendant seeks an Order granting him the sole use, ownership and possession of the truck as well as requiring the Plaintiff to transfer the title of the vehicle to him.
14. In the alternative, if the Court finds the invalidity of the oral agreement, Defendant seeks an Order requiring the Plaintiff to return all funds he has paid as well as the reimburse him for the parts and increase in value of the truck due to improvements he made.
15. As a result of the Plaintiff's refusing to comply with the terms of the agreement, the Defendant has incurred attorney's fees and costs. The Defendant seeks an Order requiring the Plaintiff to reimburse him for attorney's fees.

Having fully answered, the Defendant seeks dismissal of the Plaintiff's complaint as well as the following relief:

a. Order granting sole use, ownership and possession of the truck;
b. Order requiring the Plaintiff to transfer the title to truck to him immediately or in the alternative, requiring the Plaintiff to reimburse all funds paid, cost of all

improvements as well as increase in value; and

c. Attorney's fees and such other relief as this Court deems just and proper.



Stephen D. Schusterman
SCHUSTERMAN LAW FIRM, PA
PO Box 4211
Rock Hill, SC 29732
Telephone: 803-325-7788
Facsimile: 803-325-7889

October 31, 2017

STATE OF SOUTH CAROLINA
COUNTY OF YORK
COMMON PLEAS COURT

CASE NO. 2017-CP-46-02487

Mark Giles Pafford
Plaintiff(s)

VS

Robert Wayne Duncan Jr.
Defendant(s)

I find that this case should be referred to a master-in-equity or special referee because:

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2018 JAN 12 PM 12:41
DAVID HAMILTON
C.C.C.P.&GS
YORK COUNTY, SC

___ All of the parties not in default consent to the reference.

___ None of the parties have made a timely demand for a jury trial.

___ This is an equitable matter.

_X_ SEE ATTACHED ORDER

Accordingly, this matter is referred to the master-in-equity or _____ as a special referee to:

___ Hold a hearing(s) and file a report. Any review of this report shall be in the manner prescribed by Rule 53(e)(2), SCRCP.

_X_ Hold a hearing(s) and enter final judgment in this matter. Any appeal from an order of judgment of the master-in-equity or special referee shall be directly to the Supreme Court. See S.C. Code Ann. S 14-11-85 (Supp. 1994).

IT IS SO ORDERED.

David C Hamilton
CLERK OF COURT

John Martin Foster
Stephen D. Schusterman

The Supreme Court of South Carolina

FILED-RECEIVED
2017 DEC 21 PM 2:41
DAVID HAMILTON
C.C.C.P.&GS
YORK COUNTY, SC

ORDER

Pursuant to the provisions of S.C. CONST. Art. V, §4,

IT IS ORDERED that the Honorable S. Jackson Kimball, III, Master-In-Equity for York County, is hereby assigned as a Circuit Judge for York County to assist with the docket and perform the following:

1. In civil jury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, including damages hearings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and

2. In civil nonjury matters from the date of filing, unless otherwise directed by the Chief Judge for Administrative Purposes for the Circuit, to hear and dispose of any or all motions and pretrial proceedings, and to perform all administrative duties necessary to prepare these cases for trial or other disposition, including sounding the trial roster and docket, and to try these matters to conclusion, but excepting those matters and/or proceedings reserved to the Chief Judge for Administrative Purposes for the Circuit; and

3. Hear appeals from Magistrate, Municipal and Probate Courts, as well as cases involving judicial review and/or appeal of decisions by commissions; and

4. Accept Grand Jury returns when needed; and

5. Hear and approve or disapprove settlements of minor's interest and all other people with an incapacity, and wrongful death and survivor actions settlements; and

6. Perform such other duties so as to effectuate the intent of this Order.

The purpose of this assignment is to allow Judge Kimball to assist with the docket and perform these additional duties in accordance with his schedule and taking into consideration his judicial duties as Master-In-Equity. Regular Circuit Judges shall also continue to hear these matters.

IT IS FURTHER ORDERED that, except for mortgage foreclosure cases, the clerk of the circuit court, at the expiration of 120 days from the date of filing, shall refer all non-jury cases to Judge Kimball, as Master-In-Equity. At the time of the reference, the equity court clerk shall bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kimball may, in his discretion, remand any case referred to him back to the circuit court for disposition by a Circuit Judge.

This order is effective January 1, 2018 and shall remain in effect until June 30, 2018.

Donald W. Beatty
Chief Justice

December 20, 2017
Columbia, South Carolina

STATE OF SOUTH CAROLINA
EQUITY COURT

2 South Congress Street
Post Office Box 627
York, South Carolina
29745

S. Jackson Kimball, Judge

Telephone 803-628-3930
Telecopier 803-628-3934

E-mail: jack.kimball@
yorkcountygov.com

FROM: S. Jackson Kimball, Master in Equity / Special Circuit Court Judge

The non-jury case listed on the enclosed referral order from the Clerk of Court has been automatically referred to this Court. The order shows you as an attorney of record in the case.

In order for the case to go forward, the following must be done **within 30 days from the filing date of the referral order:**

1) **Plaintiff's attorney** must send the required statutory reference fee to this office made payable to the Master-in-Equity, **and** must call this office to schedule a hearing date. If the fee is not received **and** the hearing scheduled, or scheduling issues resolved with the Court, the case will be dismissed for failure to prosecute. The case will not be restored to the roster of cases except upon motion to restore and a showing of good cause.

2) **Rule 5(d), SCRCP**, requires filing of proof of service of the Summons and Complaint within 10 days after service. If proof of service has not already been filed, the Court must receive proof(s) of service of the Summons and Complaint, or the case will be dismissed for failure to prosecute.

3) The case remains subject to **mandatory ADR requirements**, even though it has been referred to this Court. Please contact the Court to advise when mandatory mediation was completed, or has been scheduled. No hearing on the merits of the case can be held until the ADR requirements have been met.

The statutory schedule of fees is as follows: $125.00 for a foreclosure action, partition action or quiet title action; $50.00 for all other cases, except supplementary proceedings, which are $25.00. All motions require a fee of $25.

Thank you for your cooperation. If you have any questions, please do not hesitate to call our office.

Yours very truly,

S. Jackson Kimball
Master In Equity / Special Circuit Court Judge
York County

SJK/mam

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
	]	
MARK GILES PAFFORD,	]	NOTICE AND MOTION
	]	TO STRIKE ANSWER
Plaintiff,	]	and/or FOR SUMMARY JUDGMENT
v.	]	or, in the alternative, TO AMEND
	]	
ROBERT WAYNE DUNCAN, Jr.,	]	Pursuant to:
	]	RULES 12(f), 56(a) and 15(a), S.C.R.C.P.
Defendant.	]	
	]	C.A. No. 2017-CP-46-02487

FILED-RECEIVED
2017 DEC 11 AM 8:19
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

To: Stephen D. Schusterman
Attorney for Defendant
P.O. Box 4211
Rock Hill, South Carolina29731
803 325-7788
sdslaw@comporium.net

You or your attorney should appear before this Court to present evidence or argument, if any you have, relating to the Motion herein, as follows:

DATE AND TIME: To be set by the Clerk of Court,
or as soon thereafter as counsel may be heard.

PLACE: The Equity Court
York County Courthouse
2 South Congress Street
York, South Carolina29730,
or such other place as may be designated by the Judge or the Clerk of Court.

Pursuant to Rule 12(f), S.C.R.C.P., the Plaintiff MARK GILES PAFFORD (hereafter also "the Plaintiff"), by the undersigned counsel, moves to strike the denominated "Answer and Counterclaim", a response to the Summons and Complaint herein being due as of October 9th,2017, the said "Answer and Counterclaim" being dated and filed October 31st, 2017, served by mail of November 1st, 2017 and received by counsel for Plaintiff November 6th, 2017; and/or

Pursuant to Rule 56(b), S.C.R.C.P., moves this Court for Summary Judgment as to his Complaint and against the Defendant ROBERT WAYNE DUNCAN, Jr. (hereafter also "the Defendant") in the within civil action.

You or your attorney should appear before this Court to present evidence or argument, if any you have, relating to the Motion herein, as follows:

If you fail to appear, the Plaintiff will request the relief prayed for in said Motion.

The grounds for the motion above is as follows:

1. This civil action is for the claim and delivery of a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961,with its parts and attachments, titled to the Plaintiff and held by the Defendant under an oral agreement for sale.
2. Both parties are residents of York County.
3. The Defendant was served with the pleadings herein, including the Restraining Order of this Court as to disposition of the subject property, on September 8th, 2017.
4. On September 13th, 2017, counsel for Plaintiff was served with a Notice of Demand for Pre-Seizure Hearing by Defendant's counsel.
5. On knowledge and information, and based upon the Affidavit of Personal Service filed in this action, more than thirty (30) days, exclusive of the date of service, had elapsed since the service of the Summons, Complaint and other pleadings were made upon the Defendant.
6. Other than the Demand for a Pre-Seizure Hearing, no pleading, other defense, or motion permitted under Rule 12(a) of the South Carolina Rules of Civil Procedure, was made in this civil action by the Defendant before the "Answer and Counterclaim"..
7. The Defendant has not moved to be allowed a late filing nor supplied any reason for his delay.
8. As stated in the cases succeeding *Wham* v. *Shearson Lehman Bros., Inc.*, 298 S.C. 462, 381 S.E.2d 499 (Ct.App.1989), Rule 55(a) requires the Clerk to enter default in the absence of a timely response. Should the Defendant move to be relieved,(as he has not done here) the standard for such relief is "good cause". "Good Cause" is determined by our precedent to require the following factors: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.
9. In this matter, the first factor is entirely absent: the Defendant has filed an "Answer and Counterclaim" without any attempt at explanation or leave of Court.
10. The Movant submits that the denominated "Answer and Counterclaim" is no more than a somewhat glorified denial.
11. The Movant was drafting this Motion prior to receipt of the denominated "Answer and Counterclaim", but can claim no other prejudice.
12. On knowledge and information, the Movant is entitled to an Order under Rule 12(f) striking the Answer and Counterclaim and declaring the Defendant in default.

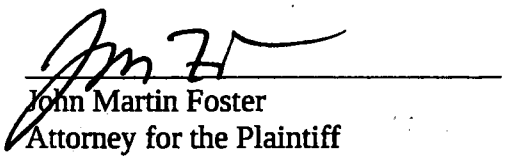
13. In or about February, 2015, the parties entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961, with its parts and attachments (hereafter "the subject personal property). Until such sale was completed, title and ownership of the truck would remain in the name of PAFFORD. True and current copies of the South Carolina Certificates of Title evidencing that ownership are attached to and incorporated herein as Exhibit "A"..
14. The Defendant DUNCAN has defaulted under the terms of the oral agreement by his failure to make the agreed installment payments.
15. Demand has been made by Plaintiff PAFFORD for surrender of the subject personal property, but the Defendant DUNCAN has failed and refused to surrender that property.
16. The Plaintiff PAFFORD has fulfilled all duties required of him under the relevant laws.
17. The Plaintiff PAFFORD is entitled to the possession of his collateral, the subject personal property described above.
18. The Plaintiff was PAFFORD employed by the Defendant DUNCAN through his claimed corporation "Rock City Heavy Haul, Inc." as an independent contractor trucker.Under the parties' agreement, the Plaintiff PAFFORD was to be paid One-Thousand and no/100 ($1,000.00) Dollars per week for his services, plus expenses.
19. According to the records of the South Carolina Secretary of State, "Rock City Heavy Haul, Inc." was forfeited as a corporation on June 19, 2016.On knowledge and information, that name properly belonged to a company out of Charleston, now incorporated under another name.True copies of the relevant records of the Secretary of State and attached hereto and incorporated herein as Exhibit "B"
20. True and accurate copies of the Plaintiff PAFFOPD's schedule for 2015 through that part of 2017 in which his employment continued, showing work performed for the Defendant DUNCAN, are attached hereto and incorporated herein as Exhibit "C".
21. True and accurate copies of all payments made to the Plaintiff PAFFORD, whether designated as compensation or for the subject personal property, are attached hereto and incorporated herein as Exhibit "D".
22. An accurate statement and calculation of payments made to the Plaintiff PAFFORD by the Defendant DUNCAN are attached hereto and incorporated herein on the spreadsheet denominated Exhibit "E".
23. As shown on that spreadsheet, the Plaintiff PAFFORD has not been paid in full by the Defendant DUNCAN, either for the subject personal property or for his earned wages and expenses.

24. Even allowing that all payments made by the Defendant are to be credited to the agreement on the subject personal property, the Defendant has not made all payments and is in default after paying only $58,000.00, leaving $37,000.00 due and owing thereon.

25. In the alternative to the relief sought herein above, the Plaintiff moves pursuant to Rule 15(a), S.C.R.C.P. to amend his Complaint to add a cause of action under S.C. Code § 41-10-80 for unpaid wages, including penalties and attorney's fees.

Pursuant to Rule 11(a), S.C.R.C.P., counsel for the Movant hereby affirms that this motion is dispositive in nature, and, to that end, requires no communication with opposing counsel, and, in the alternative, certifies that such consultation would serve no useful purpose or could not be timely held.

The basis for this Motion is the applicable law and rules of procedure, the above-cited Rules, the records of this civil action, and any Supporting Memorandum which the Plaintiff may submit herein.



John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina29730

Post Office Box 106
Rock Hill, South Carolina29731-6106

(803) 324-8100
(803) 324-8109: Fax
jmfoster@comporium.net

December 6, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
	]	
MARK GILES PAFFORD,	]	
	]	AFFIDAVIT AS TO MOTION
Plaintiff,	]	
v.	]	
	]	Pursuant to:
ROBERT WAYNE DUNCAN, Jr.,	]	RULES 12(f), 15(a) and 56(a), S.C.R.C.P.
	]	
Defendant.	]	C.A. No. 2017-CP-46-02487
	]	

FILED-RECEIVED
2017 DEC 11 AM 8:19
DAVID HOLLTON
C.C.C.P.&G.S.
YORK COUNTY, S.C.

PERSONALLY appeared before me, a notary public, the undersigned affiant, EDWARD HOLLAND, Jr., who being duly sworn, deposes and says:

1. I am MARK GILES PAFFORD, the named Plaintiff in the above civil action. I have personal knowledge of all dealings between myself and the Defendant ROBERT WAYNE DUNCAN, Jr. I am familiar with my regularly kept business records. Those matters herein not based on my recollection are based upon such records.
2. The items attached to this Motion and incorporated herein (other than the incorporated records of the South Carolina Secretary of State) are a part of my regularly kept business records.
3. I have read the allegations of the pleadings herein, and of the Motion for Summary Judgment.
4. To the best of my information, knowledge and belief, the facts stated in the attached Motion, and its accompanying documents, are true. As to those matters stated on knowledge and information, insofar as the same lie within the area of dealings between the Defendant DUNCAN and myself, I am informed and believe the same to be true.
5. In or about February, 2015, DUNCAN and I entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961, with its parts and attachments (herein also "the subject personal property).
6. Until such sale was completed, title and ownership of the truck would remain in my name. True and current copies of the South Carolina Certificates of Title evidencing that ownership are attached to and incorporated herein as Exhibit "A". The Certificate of Title has never been signed over by me to any person.

7. The Defendant DUNCAN has defaulted under the terms of our oral agreement by his failure to make the agreed installment payments.
8. I have made demand for the surrender of the subject personal property, but the Defendant DUNCAN has failed and refused to surrender that property.
9. On knowledge and information, I have fulfilled all the duties required of me under the relevant laws.
10. On knowledge and information, I am entitled to the possession of its collateral, or the subject personal property described above.
11. I was employed by the Defendant DUNCAN through his claimed corporation "Rock City Heavy Haul, Inc." as an independent contractor trucker. Under our agreement, I was to be paid One-Thousand and no/100 ($1,000.00) Dollars per week for my services, later raised to One-Thousand Five-Hundred ($1,500.00) Dollars per week, plus expenses.
12. True and accurate copies of my work schedule for 2015 through that part of 2017 in which my employment continued, showing what work I performed for DUNCAN, are attached hereto and incorporated herein as Exhibit "C".
13. True and accurate copies of all payments made to me by DUNCAN, whether they were called compensation or for the subject personal property, are attached hereto and incorporated herein as Exhibit "D".
14. An accurate statement and calculation of payments made to me by DUNCAN are attached hereto and incorporated herein on the spreadsheet denominated Exhibit "E".
15. As shown on that spreadsheet, I have not been paid in full by the DUNCAN, either for the subject personal property or for my earned wages and expenses.
16. Even allowing that all payments made by DUNCAN are credited to the agreement on the subject personal property, the Defendant has not made all payments. He has paid only $58,000.00, leaving $37,000.00 due and owing on our agreement.

Mark Giles Pafford
MARK GILES PAFFORD

SWORN TO and subscribed before
me on December 6, 2017.
Ellen N. Smith
Notary Public for South Carolina
My commission expires: 03/04/2024

EXHIBIT "A"

STATE OF SOUTH CAROLINA

CERTIFICATE OF TITLE

OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1E9301890911011024	2009	FINY	HD50T/	USED

BODY STYLE	DATE	ODOMETER	WEIGHT	TITLE NUMBER
FL	9/1/2017	0	63560	7701203354D4246 B

VEHICLE BRAND(S)
EXEMPT

FULL NAME OR OWNER(S) CUSTOMER NUMBER: 24947361
PAFFORD, MARK GILES
2515 FERGUSON DR
ROCK HILL, SC 29730-8050

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
PRESIDENT, DMV BOARD

HENRY MCMASTER
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

39403033

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien:

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

STOP! DO NOT check one of the following unless it applies.

Odometer Reading (NO TENTHS) _____

_____ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again)
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING! ODOMETER DISCREPANCY

Date of Sale	
Sale Price	$
Less Trade-In	
Taxable Total	$

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien:

Name of Lienholder _____ Address _____ Date of Lien _____

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_____ 2. The odometer reading is not the ACTUAL mileage
WARNING! ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____, Yr. _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien:

Name of Lienholder _____ Address _____ Date of Lien _____

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Odometer Reading (NO TENTHS) _____

_____ 1. The mileage stated is in excess of its mechanical limits (the odometer started at zero again)
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING! ODOMETER DISCREPANCY

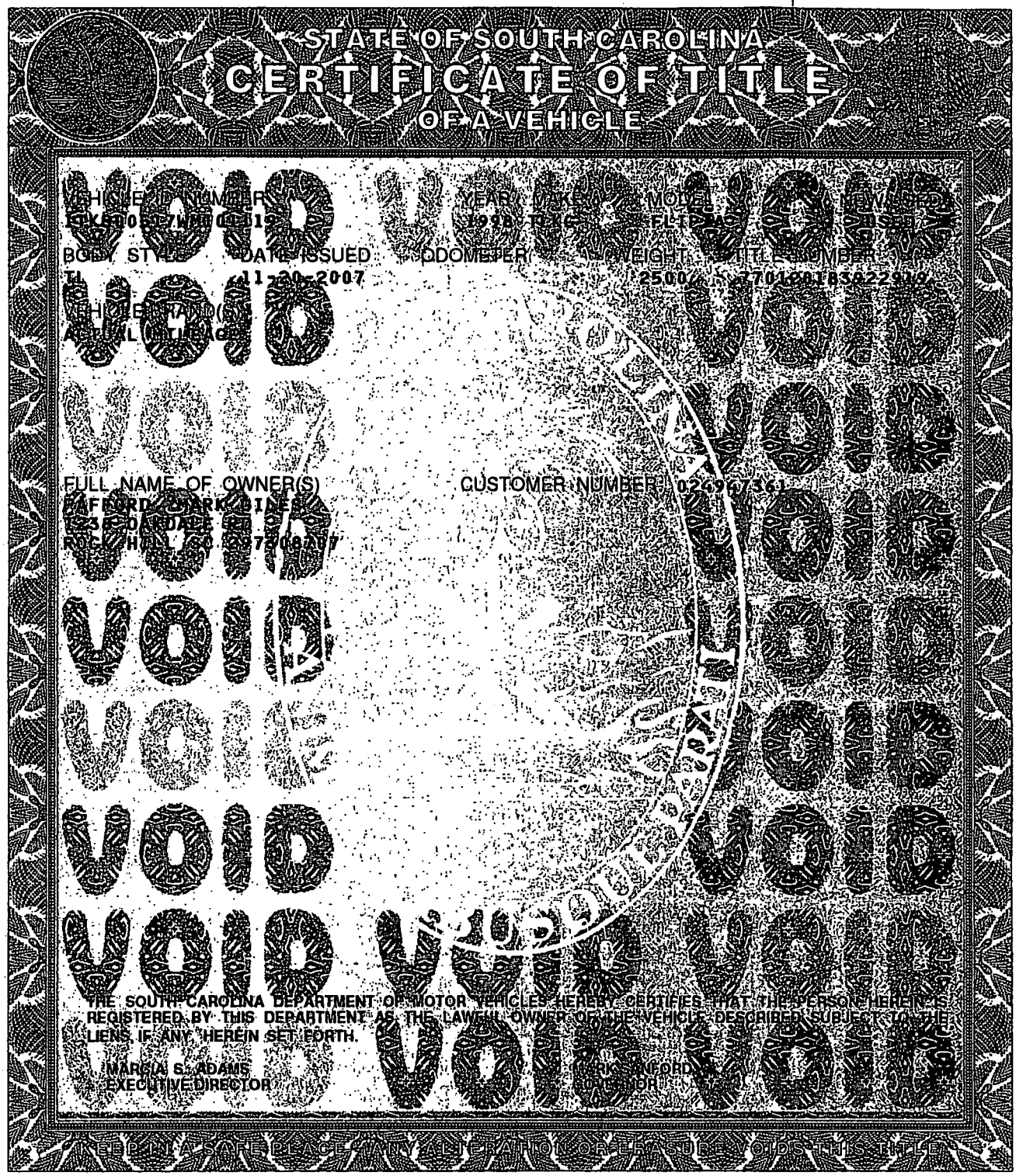
Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____

LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL.


STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE
VOID
VEHICLE IDENTIFICATION NUMBER
YEAR
MAKE
MODEL
NEW USED
BODY STYLE
DATE ISSUED
ODOMETER
GVWR
TITLE NUMBER
11-20-2007
VEHICLE HAND(S)
ACTUAL MILEAGE
FULL NAME OF OWNER(S)
CUSTOMER NUMBER
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.
MARCIA S. ADAMS
EXECUTIVE DIRECTOR
GOVERNOR
KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

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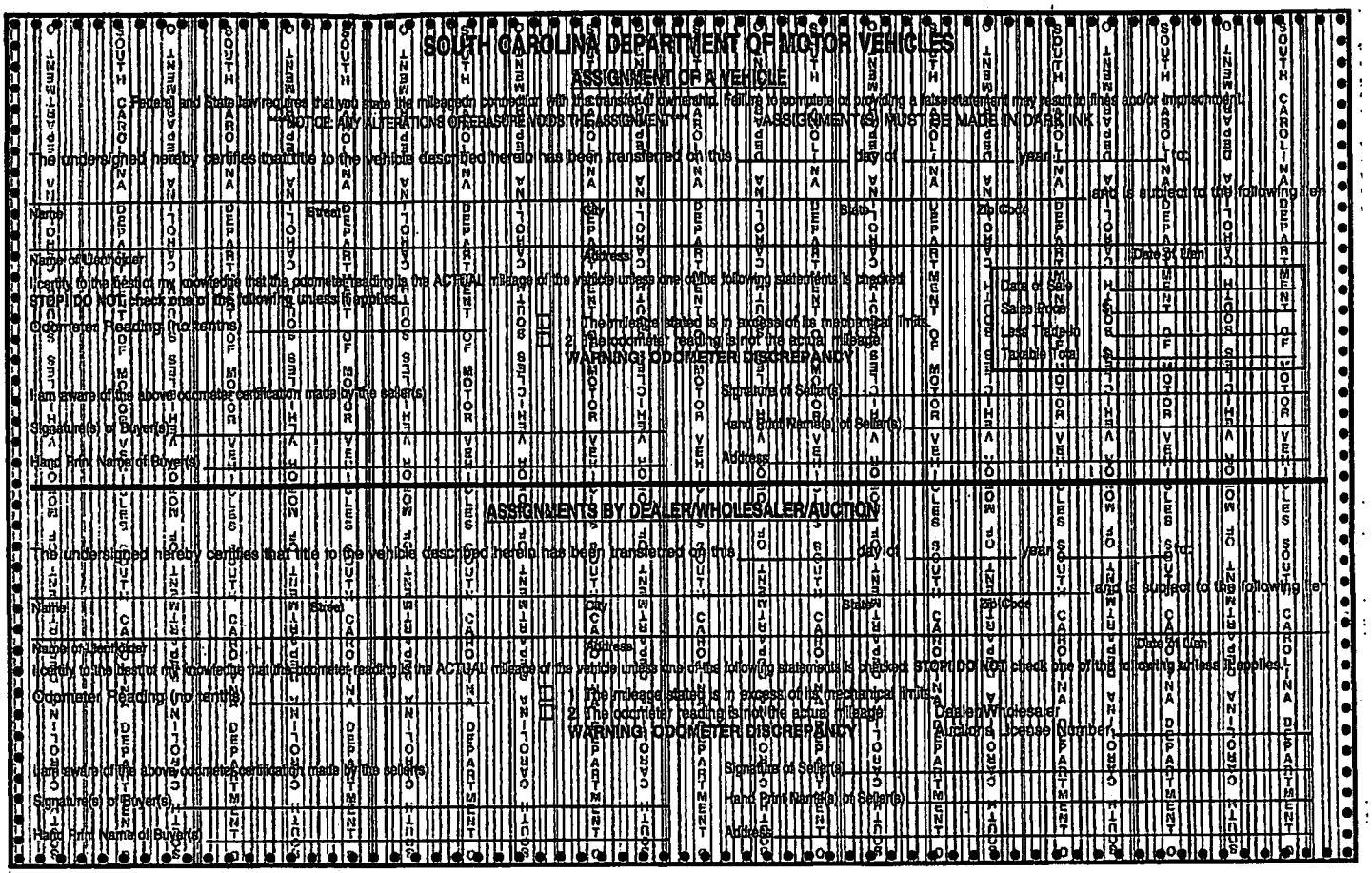


SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

NOTICE: ANY ALTERATIONS OR ERASURE VOIDS THE ASSIGNMENT ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

_____ and is subject to the following lien

Name _____ Street _____ City _____ State _____ Zip Code _____

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.

WARNING: ODOMETER DISCREPANCY

Date of Sale _____
Sales Price $ _____
Less Trade-In _____
Taxable Total $ _____

I am aware of the above odometer certification made by the seller(s) _____ Signature of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____

ASSIGNMENTS BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

_____ and is subject to the following lien

Name _____ Street _____ City _____ State _____ Zip Code _____

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.

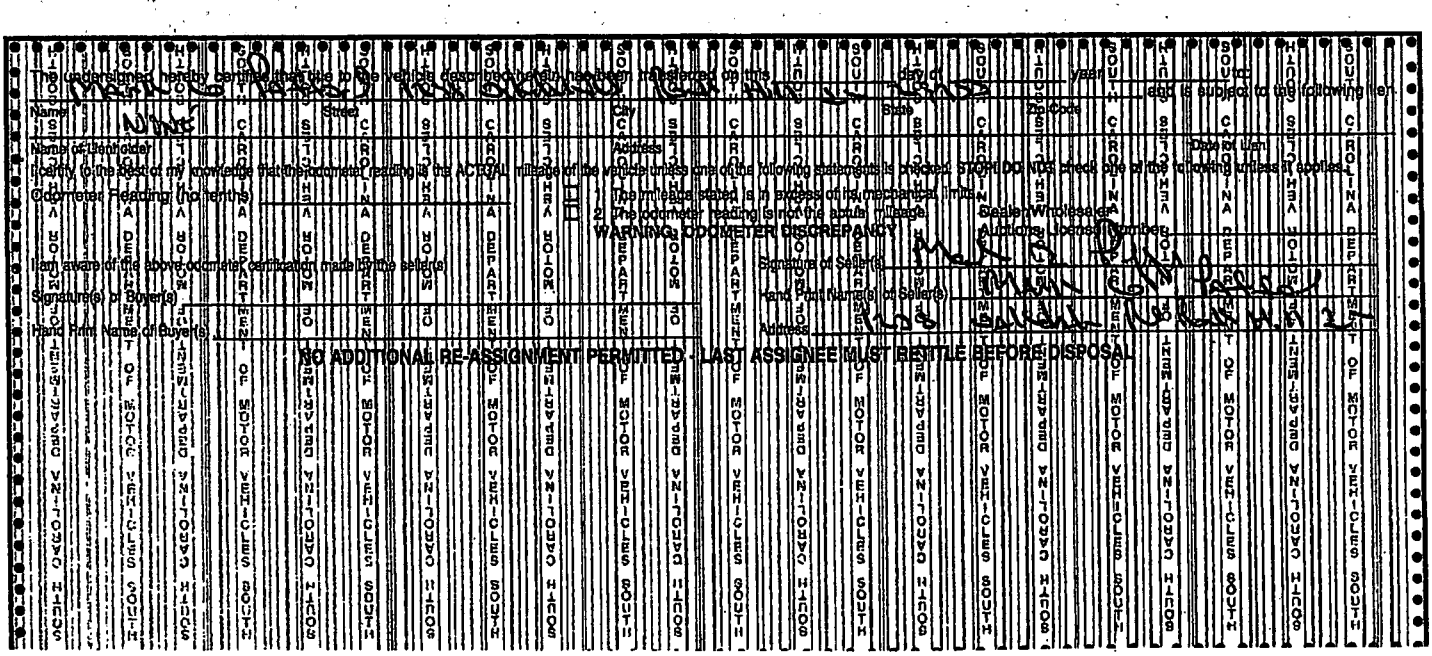
WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature of Seller(s) _____

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____

Hand Print Name of Buyer(s) _____ Address _____



The undersigned hereby certifies that title to the vehicle described herein has been transferred on this _____ day of _____ year _____ to:

[illegible] and is subject to the following lien

Name [illegible] Street _____ City _____ State _____ Zip Code _____

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked: STOP! DO NOT check one of the following unless it applies.

Odometer Reading (no tenths) _____

☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.

WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature of Seller(s) [illegible]

Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) [illegible]

Hand Print Name of Buyer(s) _____ Address [illegible]

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VOID

VEHICLE ID NUMBER
1XKWDB9X03J392961

YEAR
2003

MAKE
KW

MODEL
CONSTR

NEW/USED
USED

BODY STYLE
TR

DATE
2/13/2017

ODOMETER
0

WEIGHT
17360

TITLE NUMBER
770120328170818

VEHICLE BRAND(S)
EXEMPT

FULL NAME OF OWNER(S)
PAFFORD, MARK GILES
2535 FERGUSON DR
ROCK HILL, SC 29730-8050

CUSTOMER NUMBER: 24947361

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A. SHWEDO
EXECUTIVE DIRECTOR

HENRY MCMASTER
GOVERNOR

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

3921214G

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

ASSIGNMENT OF A VEHICLE

Federal and State law certifies that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien:

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP!) DO NOT check one of the following unless it applies.

_____ 1. The mileage stated is in excess of its mechanical limits
Odometer Reading (NO TENTHS) _____ (the odometer started at zero again)
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING ODOMETER DISCREPANCY

Date of Sale $ _____
Sale Price $ _____
Less Trade-In $ _____
Taxable Total $ _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____
Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____
Hand Print Name(s) of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien:

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP!) DO NOT check one of the following unless it applies.

_____ 1. The mileage stated is in excess of its mechanical limits
Odometer Reading (NO TENTHS) _____ (the odometer started at zero again)
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____
Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____
Hand Print Name(s) of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien:

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP!) DO NOT check one of the following unless it applies.

_____ 1. The mileage stated is in excess of its mechanical limits
Odometer Reading (NO TENTHS) _____ (the odometer started at zero again)
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____
Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____
Hand Print Name(s) of Buyer(s) _____ Address _____

ASSIGNMENT BY DEALER/WHOLESALER/AUCTION

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this _____ day of _____ Yr. _____ to:

Name _____ Street _____ City _____ State _____ Zip Code _____ and is subject to the following lien:

Name of Lienholder _____ Address _____ Date of Lien _____

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP!) DO NOT check one of the following unless it applies.

_____ 1. The mileage stated is in excess of its mechanical limits
Odometer Reading (NO TENTHS) _____ (the odometer started at zero again)
_____ 2. The odometer reading is not the ACTUAL mileage
WARNING ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number _____

I am aware of the above odometer certification made by the seller(s) _____ Signature(s) of Seller(s) _____
Signature(s) of Buyer(s) _____ Hand Print Name(s) of Seller(s) _____
Hand Print Name(s) of Buyer(s) _____ Address _____

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV48833
PLATE CLASS PT
ISSUE DATE 10/02/2008
PLATE EXP. __/____
DECAL EXP.
VIN 4U3J048269L009871
YEAR 2009
MAKE XLSP
BODY TL
MODEL XL90HD
VEHICLE TYPE 6
EMPTY / GVW 22450 / 40

CUSTOMER NO. 31944849
GLASSMASTERS TRANSPORT LLC

1238 OAKDALE RD
ROCK HILL SC 297308707

TITLE 770760200125580A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO. 20211558
FLEET NUMBER

65984368

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV48832
PLATE CLASS PT
ISSUE DATE 10/02/2008
PLATE EXP. __/____
DECAL EXP.
VIN 4U3S005109L009874
YEAR 2009
MAKE XLSP
BODY TL
MODEL XL24FA
VEHICLE TYPE 6
EMPTY / GVW 3090 / 40

CUSTOMER NO. 31944849
GLASSMASTERS TRANSPORT LLC

1238 OAKDALE RD
ROCK HILL SC 297308707

TITLE 770760200126091A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO. 20211475
FLEET NUMBER

65984369

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV48834
PLATE CLASS PT
ISSUE DATE 10/02/2008
PLATE EXP. __/____
DECAL EXP.
VIN 4U3S005199L010076
YEAR 2009
MAKE XLSP
BODY TL
MODEL XL24FA
VEHICLE TYPE 6
EMPTY / GVW 3120 / 40

CUSTOMER NO. 31944849
GLASSMASTERS TRANSPORT LLC

1238 OAKDALE RD
ROCK HILL SC 297308707

TITLE 770760200126620A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO. 20211587
FLEET NUMBER

OWNERS SHALL SURRENDER VEHICLE LICENSE PLATE AND REGISTRATION CARD TO LOCAL DMV BRANCH OFFICE IF LIABILITY INSURANCE IS NOT MAINTAINED.

When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

Application for the transfer must be made on Department of Motor Vehicles' Form 400 and should be supported by properly assigned title and proper fee.

All correspondence should be directed to:
S.C. Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0019

OWNERS SHALL SURRENDER VEHICLE LICENSE PLATE AND REGISTRATION CARD TO LOCAL DMV BRANCH OFFICE IF LIABILITY INSURANCE IS NOT MAINTAINED.

When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

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Blythewood, S.C. 29016-0019

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S.C. Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0019

PLATE NUMBER PV40093
PLATE CLASS PT
ISSUE DATE 08/29/2008
PLATE EXP. PERMANENT
DECAL EXP.
VIN 1TKS005109B077603
YEAR 2009
MAKE TLKG
BODY TL
MODEL TK22FA
VEHICLE TYPE 6
EMPTY / GVW 2960 / 0

TITLE 770120196172676A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO 20160038
FLEET NUMBER

CUSTOMER NO. 31927837
GLASS MASTERS TRANSPORT LLC

1238 OAKDALE RD
ROCK HILL SC 297308707

85359097

PV40093

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

491A

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

#128

PLATE NUMBER PV40094
PLATE CLASS PT
ISSUE DATE 08/29/2008
PLATE EXP. PERMANENT
DECAL EXP.
VIN 1TKS005159B076656
YEAR 2009
MAKE TLKG
BODY TL
MODEL TK22FA
VEHICLE TYPE 6
EMPTY / GVW 2960 / 0

TITLE 770120196173518A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO 20160115
FLEET NUMBER

Trades

CUSTOMER NO. 31927837
GLASS MASTERS TRANSPORT LLC

1238 OAKDALE RD
ROCK HILL SC 297308707

85359098

PV40094

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

491A

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER PV40095
PLATE CLASS PT
ISSUE DATE 08/29/2008
PLATE EXP. PERMANENT
DECAL EXP.
VIN 1TKB048209B076655
YEAR 2009
MAKE TLKG
BODY TL
MODEL TK90HE
VEHICLE TYPE 6
EMPTY / GVW 24060 / 0

TITLE 770120196173971A
EQUIPMENT NO.
COUNTY 46
VEHICLE NO 20160130
FLEET NUMBER

CUSTOMER NO. 31927837
GLASS MASTERS TRANSPORT LLC

1238 OAKDALE RD

PV40095

491A

LIABILITY INSURANCE IS NOT MAINTAINED.

When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

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S.C. Department of Motor Vehicles
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Blythewood, S.C. 29016-0019

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Blythewood, S.C. 29016-0019

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S.C. Department of Motor Vehicles

S.C. DOCUMENT OF REGISTRATION
S.C. DEPARTMENT OF MOTOR VEHICLES

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

PLATE NUMBER	PV13658
PLATE CLASS	PT
ISSUE DATE	01/20/2006
PLATE EXP.	PERMANENT
DECAL EXP.	
VIN	1TTT42208Y1065311
YEAR	2000
MAKE	TRAS
BODY	TL
MODEL	TR
VEHICLE TYPE	6
EMPTY / GVW	11000

TITLE 770120154241117
EQUIPMENT NO.
COUNTY 46
VEHICLE NO 18527953
FLEET NUMBER

CUSTOMER NO 24947361
PAFFORD, MARK GILES

1238 OAKDALE RD
ROCK HILL SC 297308707

OWNERS SHALL SURRENDER VEHICLE LICENSE PLATE AND REGISTRATION CARD TO LOCAL DMV BRANCH OFFICE IF LIABILITY INSURANCE IS NOT MAINTAINED.

Signature of Registered Owner

Registered owner must sign registration card immediately upon receipt. When the vehicle is sold, the previous owner should immediately notify the Department of Motor Vehicles in writing, giving the name and address of the new owner together with the date of transfer. The license plate issued for the vehicle shall remain with the prior owner, who within forty five (45) days of the transfer, shall either apply for the transfer of the plate to a vehicle of the same type of the same owner, or shall return the plate and registration to the Department.

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S.C. Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0019

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

0012 Chester
508 BELT RD
CHESTER, SC 29706-0000

Receipt of Fees Paid
9/1/2017 11:19:39 AM

24947361
PAFFORD, MARK GILES
2535 FERGUSON DR
ROCK HILL, SC 29730-8050

Reference No: 129997779

SERVICES

Customer Name	ServiceDescription	Identifier	Amount
PAFFORD, MARK GILES	SC TITLE TRANSFER	770120335404246 B VIN: 1E93018909E111024	$35.00
		Donate Life SC:	$0.00
		Total Fees Due:	$35.00

PAYMENTS

MARKPAFFORD			
Card Type: DebitCard	Card Number: XXXXXXXXXXXX4081	Exp: 11/19	
Auth Code: 561018	Merchant ID: 000415018012997	Card Amount:	$35.00
		Total Payments:	$35.00

End of Receipt

Visit our web site at www.scdmvonline.com
and take a moment to share your feedback about your DMV experience

*Refunds will be initiated for overpayments of $1.00 or more
9/1/2017 11:19:41 AM

State of Connecticut
Department of Transportation

2800 Berlin Turnpike P.O. Box 317546
Newington, CT 06131-7546
Phone: (860) 594-2880 Fax (860) 594-2949

Oversize/Overweight Trip & Return

USDOT # **2383052**

PERMIT EFFECTIVE DATES: 09/28/2016 – 09/30/2016

DATE ISSUED 09/28/2016 TIME ISSUED 12:00:16 PM

PERMIT NUMBER **2071942**

black lettering measuring 1' wide and 8' high on a yellow background.
INCLEMENT WEATHER No travel is allowed when weather conditions or restricted visibility make traveling hazardous to the operator or to the driving public. No travel is allowed when any person, vehicle or highway is not clearly visible at a distance of 1,000 feet. No travel is allowed when the surface of the highway or roadway is made hazardous by rain, snow, sleet, fog, freezing rain or combination thereof.

Route Restrictions

Comments:
NOTE ROUTE CHANGE

CARRIER AMERICAN HEAVY HAUL INC
ADDRESS 5300 BLUE BIRD LANE YORK SC 27945
ISSUED BY 002 Title TECHNICIAN Transmit To BMBRWD@YAHOO.COM

Permit Fee $	23.00
Convenience Fee $	3.00
Total Fee $	26.00

ISSUED SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS
ALL PAGES OF THE PERMIT MUST BE IN THE POSSESSION OF THE OPERATOR

Socks
U Ware
Shorts
Chips
Water

Fort Spray
Alarm Clock

Pg 1

6/24/15
2 wks End Week

2,000.00

6 29 15 2,500.00

7-17-15
4500.00
500.00 Splus Bal 1,000.00
3000.00 +
3500.00

Con # York Elec
565603
169.95

Disl Com #
275717

6 24 15 2,000.00 Labor
6 29 15 - 2500.00 Deposit
Equipment Payment
Conduct to Labor Per (RD) 500.00 Splus

7/17/15 Labor 4500.00 Owed
- 500.00 Splus
4,000.00
Deposit Labor (3,000.00)
- 1,000.00 Owed
7/28/15 + 2,000.00 Pd
Week of 7/20/15 = Ø 500.00 Neg
1500.00
2000.00 Owed
Pd 7/31/15 1000.00 -
1000.00

York County Gas
Com #
As of 8-14-15 4,000.00 Owed
As of 8 28 15 + 3,000.00
7000.00
9-25-15 Cash → - 2000.00 Pd
5000.00
As of week 9-5-15 + 1500.00
6500.00
9-11-15 Pd EFD Check 3500.00
Bal 3000.00
9 18 15 Pd 1000.00
9 23 15 Pd 4000.00
1000.00 Surp
Pd 10 9 15 (295.95 Owed) Non Labor
10/19/15 5000.00 Pd up thru 10/23/15

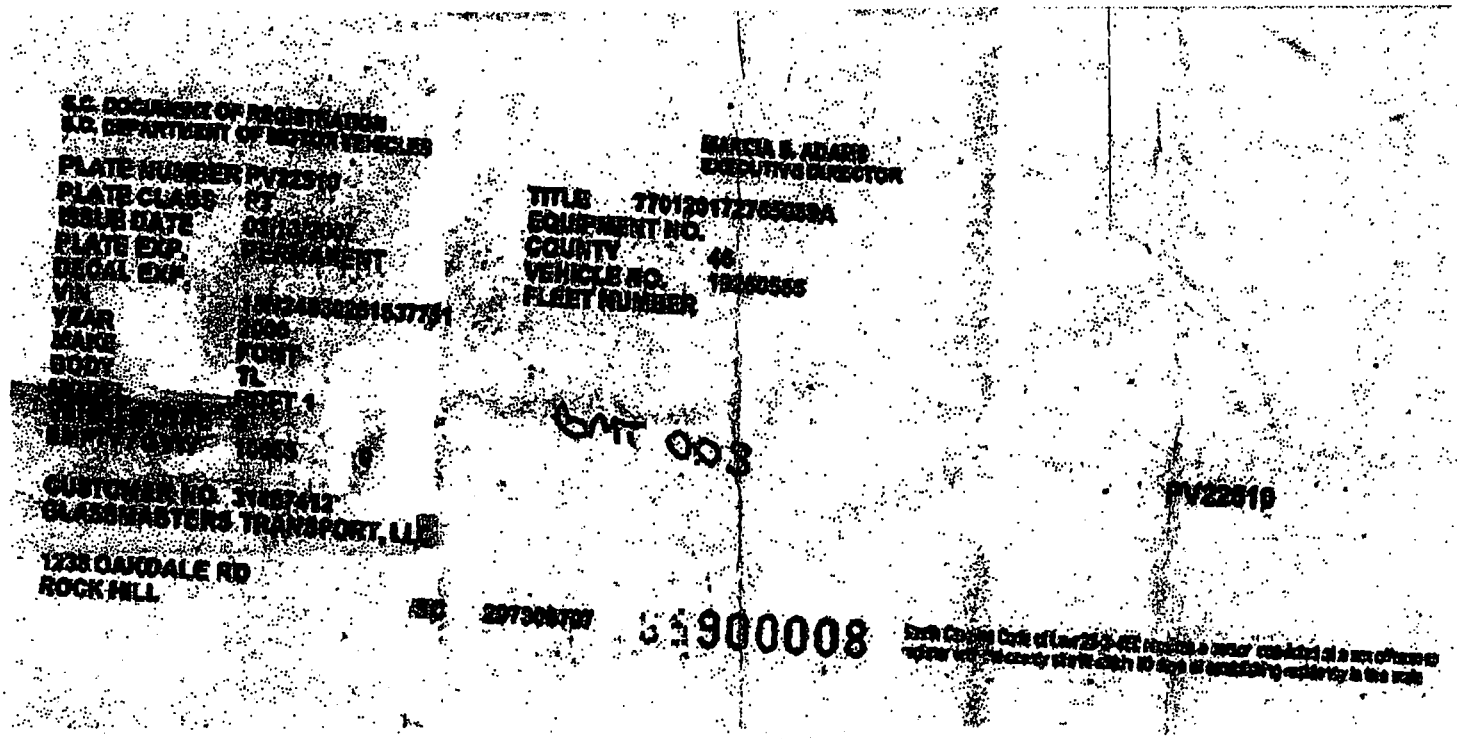
S.C. DEPARTMENT OF MOTOR VEHICLES
PLATE NUMBER
PLATE CLASS
ISSUE DATE
PLATE EXP.
DECAL EXP.
VIN
YEAR
MAKE
BODY
MARCIA S. ADAMS
EXECUTIVE DIRECTOR
TITLE
EQUIPMENT NO.
COUNTY
VEHICLE NO.
FLEET NUMBER
DOT 003
CUSTOMER NO.
GLASSMASTERS TRANSPORT, LLC
1238 OAKDALE RD
ROCK HILL
31900008

EXHIBIT "B"

Business Entities Online

File, Search, and Retrieve Documents Electronically

Rock City Truck Service INC.

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 03/14/2017

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: United States Corporation Agents, Inc.

Address: 1591 Savannah Highway, Suite 201
Charleston, South Carolina 29407

Official Documents On File

Filing Type	Filing Date
ARTICLES OF INCORPORATION	03/14/2017

For filing questions please contact us at 803-734-2158

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Business Entities Online

File, Search, and Retrieve Documents Electronically

ROCK CITY HEAVY HAUL, INC.

Corporate Information

Entity Type: Corporation

Status: Forfeited

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 04/20/2010

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 06/19/2016

Registered Agent

Agent: JAKE VERGNESE

Address: 1591 SAVANNAH HWY S 201
CHARLESTON, South Carolina 29407

Official Documents On File

Filing Type	Filing Date
Forfeiture	06/19/2016
Change of Agent or Office	07/29/2010
Change of Agent or Office	07/28/2010
Incorporation	04/20/2010

For filing questions please contact us at 803-734-2158

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EXHIBIT "C"

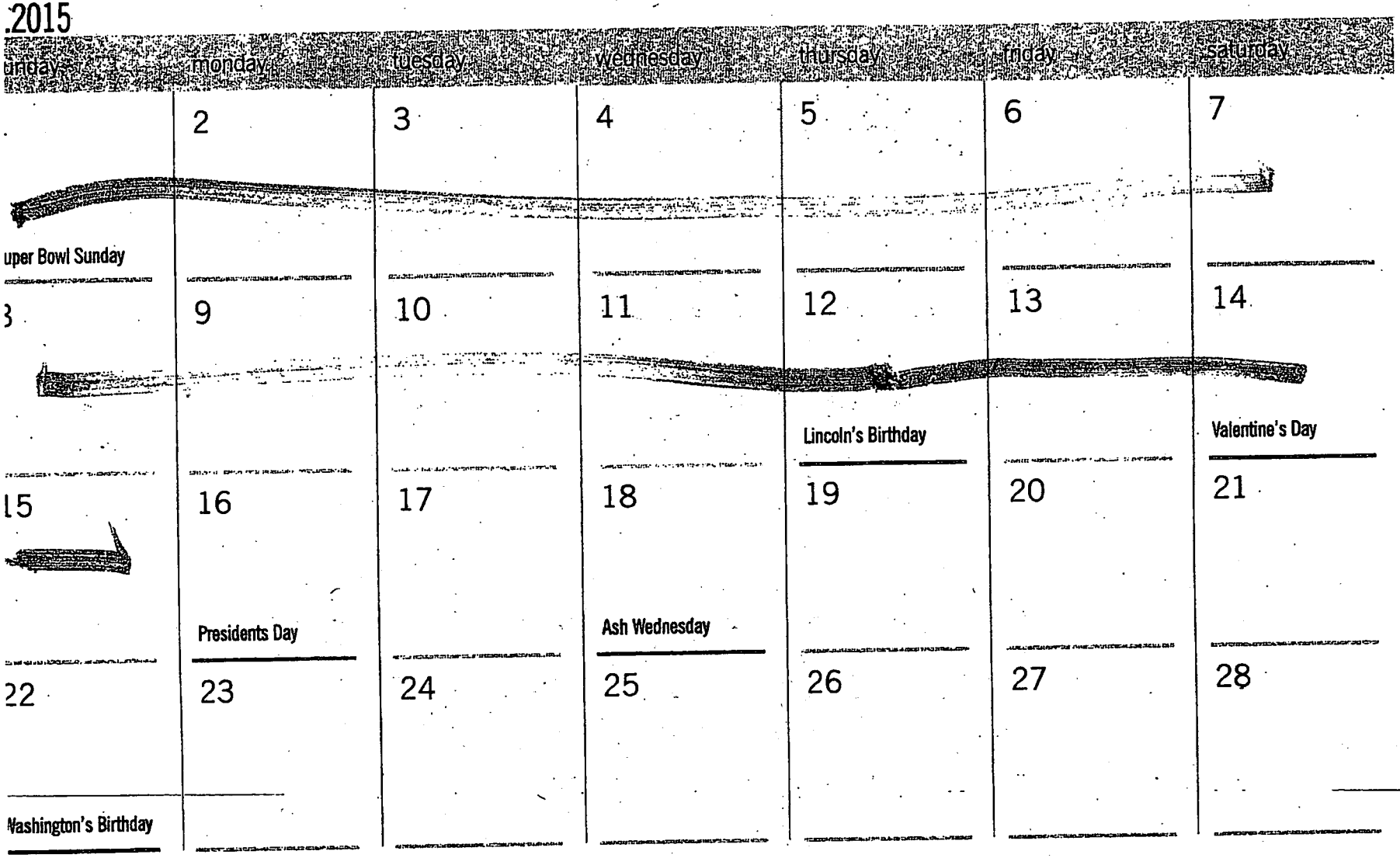
2015

inday	monday	tuesday	wednesday	thursday	friday	saturday
				1	2	3
	5	6	7	8	9	10
1	12	13	14	15	16	17
8	19	20	21	22	23	24
5	26	27	28		30	31

Quick Fact : Lots of Steel
Catawba Nuclear Station contains enough steel to make 10,000 compact cars.

New Year's Day

MLK Jr. Day

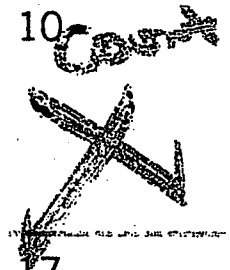


Quick Fact : A Long Walk

There is enough concrete at Catawba Nuclear Station to build a sidewalk three feet wide from Catawba to Seattle, Washington.

2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
	2	3	4	5	6	7
	9	10	11	12	13	14
light Saving Time Begins						
5	16	17	18	19	20	21
		St. Patrick's Day			First Day of Spring	
2	23	24	25	26	27	28
9	30	31				
n Sunday						



Quick Fact : Nuclear Energy

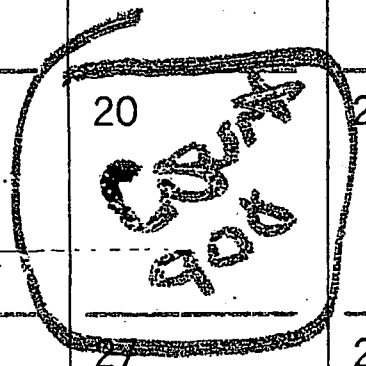
Nuclear energy has been a part of Duke Energy's diverse fuel mix for more than 40 years, with the nuclear fleet setting high standards for safety, reliability and efficiency.

2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
			1	2	3	4
			April Fools' Day		Passover/Good Friday	
ter	6	7	8	9	10	11
2	13	14	15	16	17	18
			Tax Day			
9	20	21	22	23	24	25
			Earth Day			
5	27	28	29	30		

Quick Fact : Nuclear Energy

Nuclear energy has one of the lowest effects on the environment of any energy source. It does not emit air pollution; it isolates its waste from the environment; and it requires a relatively small amount of land.



2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
					1	2
	4	5	6	7	8	9
		Cinco de Mayo				
0	11	12	13	14	15	16
ther's Day						Armed Forces Day
7	18	19	20	21	22	23
4	25	26	27	28	29	30
31	Memorial Day					

Quick Fact : Nuclear Energy

Affordable, reliable and clean nuclear energy has been part of Duke Energy's generation mix for 40 years. Today, Duke Energy operates 11 nuclear units in the Carolinas at six plant sites.

2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
4	15 CK 29835 Cashed 7,000.00 2,000 Labor 5000 Equip Part RD	16	17	18	19	20
g Day						
1	22	23	24 X Start 1500.00 Per Week RD	25	26	27
her's Day st Day of Summer						
8	29 CK# 618781 2,500.00 Labor RD	30				

Quick Fact : Nuclear Energy

Nuclear energy is the only resource capable of producing cost-efficient, dependable, around-the-clock, zero-emission electricity.

.2015

unday	monday	tuesday	wednesday	thursday	friday	saturday
			1	2	3	4 1 Independence Day
5	6	CK# 29874 678.37 Hotel wt tickets	8	9	10	11 2
12	13	14	15	16	17 CK# 620178 3,000.00	18 3
19	20	21	22	23	24	25 4
26	27	28 Gary Dep 2,000.00 CK# 620712	29	30	31 Gary Dep 1,000.00	

Quick Fact : Nuclear Energy
Duke Energy operates six nuclear facilities that generate more than 30 percent of the electricity consumed by its 7.2 million customers.

2015

inday	monday	tuesday	wednesday	thursday	friday	saturday
Quick Fact : Nuclear Energy There are 100 nuclear reactors in 31 states that supply nearly 20 percent of all U.S. electricity.						1 ~~5~~ 7 5
	3	4 CK# 29938 781.85 Hotel wt Hulet	5 CK# 29945 [illegible]	6 CK# 29944 10,000.00	7	8 ~~2~~ 2 6
	10	11	12	13	14	15 3 7
6	17	18	19	20	21	22 ~~8~~ 4 8
3 / 30	24 / 31	25 Gary Dep 2,000.00	26	27	28	29 ~~9~~ 5 9

2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
		1	2	3	4	5
	7 Labor Day	8	9	10	11 EFT CK Gary Dep. 3,500.00	12
3 randparent's Day osh Hashanah	14	15	16	17	18 Gary Dep 1,000.00	19
20	21	22 Yom Kippur	23 First Day of Autumn 3,500.00	24	25	26
27	28	29	30			

Quick Fact : Nuclear Energy
The U.S. nuclear energy industry supports 100,000 American jobs.

2015

inday	monday	tuesday	wednesday	thursday	friday	saturday
				1	2	3 14 10
	5	6	7	8	9 Ck# 30045 2954.95 Hotel wt ticket Truck repairs Pd by MC	10 15 11
1	12 Columbus Day	13	14	15	16	17 16 12
8	19 Ck# 30081 5,000.00 Cashed	20	21	22	23	24 17 13
5	26	27 Shop	28 R Hill to Bossier City LA	29 P/u Control House Sabre Ind.	30 Grove Hill Ala	31 14 Pilot B-Ham Ala 18 Halloween

2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
off ylight Saving Time Ends	2 B Ham Unload B-Ham Controls	3 Union City TN Base Machine Chattanooga Election Day TN	4 Spartanburg SC Unload 3 00	5 Rock Hill SC Harrisburg NC Rock Crusher County Landfill	6 T/A Seymour IN	7 Mast IN Unload Rock Hill
	9 off	10 Rock Hill Boydton OA JD 4706	11 Rock Hill Veterans Day	12 T/A E 53 Greenville SC	13 Brazelton GA Unload JD 4706 Fayetteville GA Loaded 460 Volvo	14 20 Rock Hill SC Bret Scarboro CO
5 off	16	17 CK 30107 Return Volvo 460 to Fayetteville GA 244.45 Rock Hill Match wt Ticket	18	19 CK 30109 2,000 00 0 — f — f	20 Rock Hill T/A Greencastle PA Katsum Hoe	21 21 17 Greencastle
2 Hatfield PA	23 Unload (Mid Atlantic) Rock Hill	24 Rock Hill SC Wilmington NC Unload to R Hill	25 off	26 off Thanksgiving Day	27 off	28 22 18 off
9 off	30 off					

Quick Fact : Nuclear Energy
A single uranium fuel pellet, the size of a pencil eraser, contains the same amount of energy as 17,000 cubic feet of natural gas or 149 gallons of oil.

2015

inday	monday	tuesday	wednesday	thursday	friday	saturday
Quick Fact : Nuclear Energy Nuclear energy is used by more than 30 countries around the world.		1 R Hill Willington NC Unload - Load Steel Tank To Wokman	2 Sylvina GA Ocean Blue	3 Douglas GA Unload Drop Hook Bob Duncan Lovel E 49	4 Laurel Md Mop / Sanes D	5 ~~23~~ 23 19 Berwick LA (Bayou Vista)
[illegible] nukkah Begins at Sundown	7 Bayou Vista Unload Cramerton Ind Pearl Harbor Day	8 Rock Hill No Load	9 [illegible]	10 B Ham Controls No Load	11 Mop / J Dees Load 2 Control House	12 ~~24~~ 24 20 Donisville GA
3 [illegible]	14 Lake City Fl House Mop J.D.	15 Ft Myrie FL	16 CK# 30161 Unloaded 5,000.00 Cashed St Mary's GA	17 Rock Hill Drop Hook Volvo Pre Load	18 Rock Hill Jackson OH Unload	19 ~~25~~ 25 21 No Load to Rock Hill
0	21 [illegible]	22 [illegible] First Day of Winter	23	24 [illegible] Christmas Eve	25 Christmas Day	26 ~~24~~ 24 22 Rock Hill E129 Spaceway T/E Kwanzaa Begins
7 E789 T/A Baytown TX	28 Dickerson TX Kern Yd Load HD 465 Rock Trunk	29 HD 465	30 Columbus Hwy GA Rock Hill	31 New Year's Eve	Jan 2nd # 27 42,000 Jan 9 nth # 28 = 34,000 Jan	

27 x 40500.

NUARY 2016

Sirens are used to alert people outdoors of an emergency situation. When you hear a siren, go inside and tune to a local radio/TV station for information. You may not hear the siren inside a building. **Hearing a siren does not mean evacuate – it means tune to a local station for information.** Make sure neighbors are aware of sirens sounding too.

unday	monday	tuesday	wednesday	thursday	friday	saturday
					1 off New Year's Day	2 27 off
3 off	4 Shop	5 Shop	6 Jonesville NC Firetruck #16 Firetruck	7 Unload Pine Hall Ala	8 Pine Hall Ala Load Crawchouse	9 28 Ringlewood NC International Paper
0	11 IN From Pine Hill Al Unload At Int Paper	12 Rock Hill	13 Shop Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson	14	15	16 29 off
7 off	18 Shop Martin Luther King, Jr. Day	19	20 Rock Hill SC Blair VA D 8 Cat Load	21	22	23 30
24 off	25 Fayetteville GA B Scarsboro	26 Rock Hill	27 Shop	28 Shop	29 Shop	30 off

BRUARY 2016

friday	monday	tuesday	wednesday	thursday	friday	saturday
	1 Shop	2 Shop	3 Rock Hill Hardeville SC Load Cat 966	4 Franklin VA	5 Shipyard Unload Rock Hill	6 31
	8 Shop	9 Shop	10 Shop Ash Wednesday	11 Shop	12 Shop Lincoln's Birthday	13 32
4 entine's Day	15 Rock Hill Barnesville GA Loaded New Set. President's Day	16 Natchez MS	17 Greenville GT TX	18 Ft Worth Unloaded	19 Rock Hill SC No Load	20 33
1	22 Rock Hill SC Midway GA Asphalt Tank Washington's Birthday	23 Marianna FL	24	25	26	27 Sterling Colorado 34
8	29 Unload Sterling CO					

Did you know?
The Duke Energy Foundation donates more than $25 million to empower the communities it serves. We also volunteer thousands of hours at nonprofits, including local animal rescues.

RCH 2016

nday	monday	tuesday	Wednesday	Thursday	friday	saturday
		1 To Rock Hill	2 Empty	3 from Sterling Co	4	5 35
	7	8	9	10	11	12 34
3	14	15	16 Rock Hill to Barnesville GA Map / Arrive	17 Loaded	18	19 37
ight Saving Time Begins				St. Patrick's Day		
0	21 Gen Set	22	23 Unhooked	24 Empty To Rock Hill	25 Off	26 38
st Day of Spring m Sunday					Good Friday	
7 Off	28 Rock Hill Empty To Peoria Ill	29	30	31 Casey Ill		
ster						

Did you know?
More than 5,000 lineworkers are part of the Duke Energy family.

Our lineworkers construct, operate and maintain more than 295,000 miles of power lines that deliver electricity to more than seven million customers.

RIL 2016

Sirens are used to alert people outdoors of an emergency situation. When you hear a siren, go inside and tune to a local radio/TV station for information. You may not hear the siren inside a building. **Hearing a siren does not mean evacuate — it means tune to a local station for information.** Make sure neighbors are aware of sirens sounding too.

					1 Casey ILL April Fools' Day	2 39
	4 Casey	5 ILL Trl	6 Brooke	7	8	9 40
0 Rock Hill	11	12 Sturtevant WI	13 3 Humvees Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson	14 Rock Hill	15 off	16 41
7 Rock Hill	18 Conroe TX Load Drill Head National Lineman Appreciation Day	19 Petro Florence SC	20 Nag Head NC	21 Unload Pile Driver	22 Rock Hill SC Empty Earth Day Passover (Begins at Sundown)	23 42 off
4 off	25 Rock Hill SC Rising Sun MD Arnold	26 Crane Butt T/A Greenville PA	27 Petro Carnegie Ga	28 LA Dome Unload	29 Rock Hill	30 43 off

Y 2016

nday	monday	tuesday	wednesday	thursday	friday	saturday
Rock Hill Turbin Gen Rotor	2	3 Unload Humble TX	4	5 Red River TX Crane	6 Jackson ML Steer Tire Blowout Right Front 50	7 44
	9	10 Unload Ft Estis VA Gregory Poole No Load Washington NC	11 2 rounds Washington NC to Hope Mills NC	12 Rock Hill	13 Shop	14 45 off
other's Day						
5	16 Rock Hill Bloomsbury NJ	17 Emty	18 Port APM Elizabeth NJ	19 Load Transform	20 Valparaiso IN Drop Trl.	21 44
						Armed Forces Day
22	23 Unload Valparaiso IN	24 Rock Hill Emty	25 Washington NC Load cat 349	26 Hope Mills Unload 349 Rock Hill	27 Shop	28 47 off
29 off	30 off Memorial Day	31				

Did you know?
Duke Energy has solar and wind energy facilities operating in 12 states, totaling more than 2 gigawatts of electric-generating capacity. That's enough energy to power more than 600,000 homes.

NE 2016

nday	monday	tuesday	wednesday	thursday	friday	saturday
			1 Rock Hill SC	2 Camp LaJune	3 Rock Hill	4 48 Camp LaJune
				Kalamar Wont Run Map Arvid		Rock Hill
	6 Rock Hill SC Hook Petro Kendly NC Map Bare	7 Elizabeth City NC Crane Track	8 Unload Track Rock Hill	9 R Hill Natchez MS No Load	10 Ft Polk LA	11 49
2	13	14 Loaded Ft Polk LA	15 Petro E 369	16 MT Morris I 79 N E#1	17 Unload N Guard Base 79 N	18 50 Rock Hill Emty
		Flag Day				
9 Rock Hill	20 Off	21 Off	22 Shop	23 Shop	24 Shop	25 51 Off
ther's Day	First Day of Summer					
6 Off	27 Rock Hill Newberry SC Wheel Loader	28	29 Unload Monroe Twp	30 Foley Equip Cat 336		

Did you know?
At Duke Energy's nuclear education centers, thousands of visitors learn about energy and nuclear power every year.

.Y 2016

Sirens are used to alert people outdoors of an emergency situation. When you hear a siren, go inside and tune to a local radio/TV station for information. You may not hear the siren inside a building. **Hearing a siren does not mean evacuate – it means tune to a local station for information.** Make sure neighbors are aware of sirens sounding too.

inday	monday	tuesday	wednesday	thursday	friday	saturday
					1	2 52
					33 Hopemille NC	Rock Hill SC
	4	5	6 Rock Hill SC	7	8	9 53 Rock Hill
			Raleigh NC		Unload	Emty
	Independence Day		Grove 700		B-Ham	
0	11 Rock Hill SC	12	13 Rock Hill	14	15	16 54
		Rock Hill	Charlottesville VA			Rock Hill
		Silver City NC	Emty	DGN Pohatau VA		
		Unload	Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson	D 247 290 Longstick		3 trips
7	18 Rock Hill	19	20	21	22	23 55
			KY			
		Loudon T/S	Springfield	Emty	Hartford WI	Adivenger TX
	Port Savannah		Auto Plaza	Unload 1 Box	P/U Heat Exchange	
4	25 Adivenger TX	26 Unload	27 Conroe TX	28 Rock Hill	29 Rock Hill	30 54 Rock Hill
		Heat Exchange D/O	P/U Pile Driver	Yard	Neal Brothers	
31					Terex 370	

GUST 2016

nday	monday	tuesday	wednesday	thursday	friday	saturday
	1 Wanchese NC Unload Hammer	2 Load At Accident MD Tank Stream	3	4	5	6 57 Unload Tank In Houston TX
T/A 789 Houston TX	8 No Load To R Hill	9	10	11 Shop	12 Shop	13 58 Hook To Load I Loaded 10 Day Prior Terex 370
4	15 T/A Bloomsbury NJ	16	17 Long Island NY Unload Sims Scrap Metal	18 Hook Duffiel VA Bldg	19 Unload At B-ham Coutable B-ham Ala	20 59 off
21	22	23 off	24 Rockhill to Keen Yard Load PC 490 to Tomball TX	25	26 Unload At Tomball TX At WPI Load Buddy Shrs	27 60 P/U Komatsu Chattanooga TN
28	29 P/U Chattanooga TN Komatsu PC 490	30	31 Unload WPI Houston TX P/U College Station CAT Pipe Layer			

Did you know?
According to The Nature Conservancy, nuclear power has the smallest land-use footprint of all forms of energy generation, including wind and solar.

PTEMBER 2016

Did you know?
Over one-third of the electricity Duke Energy generates comes from carbon-free sources such as wind, nuclear, hydro and solar.

nday	monday	tuesday	wednesday	thursday	friday	saturday
				1 Leesville GA Laurel ML Cat Pipe Machine	2 Moultrie GA Unload	3 61 Rock Hill
off	5 off Labor Day	6 Shop	7 Shop	8 Rock Hill Port Jay	9 Load Valdosta GA Koing Lift	10 62 Cornsville TN
1 Travel	12 Demett IN Unload	13 Empty	14 Nashville TN P/U Dalton HD 350	15	16 Del Dawson DX 350 Charlotte NC To Rock Hill	17 63 off
andparents' Day						
8 off	19 Rock Hill SC	20 Mt Bear	21 Port Clinton OH Load Delta	22 First Day of Autumn	23 Knoxville TN Petro	24 64 Naothez ML
5	26 Port Houston TX Unload Delting Roll	27 Port Houston TX	28 Pooler GA Volvo 700 CL	29 To Rock Hill Yard Drop	Rock Hill Hook Trl 118 To Rest Area In VA on I 77 N	

TOBER 2016

...nday	monday	tuesday	wednesday	thursday	friday	saturday
						1 65 off
...osh Hashanah (...egins at Sundown)	3 Rock Hill SC Test Area VA Tom H Hook Volvo	4 Petro Ingl N E205 Tooele	5	6 Maybrook NY Exits Unload 700 CI	7 Rock Hill Emty	8 44 off
...) off	10 Rock Hill SC Boon NC Cat 336 Columbus Day	11	12 Corbin Ky Unload Cat 336 Yom Kippur (Begins at Sundown) Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson	13 Decatur GA P/U Sandvik QA 335	14 Bessemer Ala Unload	15 47 Rock Hill Emty
...6 off	17 Rock Hill SC Port Charleston SC Ingratin St	18	19 Charleston SC Savannah Poole GA Box	20	21 BMW Spartanburg Unloaded	22
23 Rock Hill TO Neil Drath	24 MHL 360 Halloween	25	26 Lerado TX 360 Unloaded	27 Emty to Corbin Ky Cat P/U 336	28	29 Unloaded Fayetteville NC
30	31					

Sirens are used to alert people outdoors of an emergency situation. When you hear a siren, go inside and tune to a local radio/TV station for information. You may not hear the siren inside a building. Hearing a siren does not mean evacuate – it means tune to a local station for information. Make sure neighbors are aware of sirens sounding too.

VEMBER 2016

nday	monday	tuesday	wednesday	thursday	friday	saturday
Sirens will be tested at full volume for approximately three minutes. Test may be performed more than once to ensure each siren works properly.		1	2	3	4	5 70
6	7 Rural Hall NC to Queens NY	8 travel	9 Travel	10 Bloomsburg NJ Ext 7 T/A	11	12 71
ylight Saving Time Ends		Election Day	Full-Volume Siren Test (Brunswick, Harris and Robinson only)		Veterans Day	
13	14	15	16	17 Unload at Jackson Heights NY = Queens Loaded Kalamazoo At Baltimore Md Dundalk	18	19 72
20	21 Cleveland Ott unload at Acelaton metal steel Kalamazoo Fork Lift	22	23	24	25	26 73 48
				Thanksgiving Day		
27	28 P/U Ocean Term	29 Deliver to Topeka 73 [illegible]	30			

Did you know?
More than 2,000 Duke Energy employees have volunteered over 13,000 hours of their time to more than 200 nonprofit organizations, including local food banks.

CEMBER 2016

friday	monday	tuesday	wednesday	thursday	friday	saturday
				1 Volvo 240 Topeka KL Del. At Lunch	2	3 24
	5	6	7 Pearl Harbor Day	8	9	10
11	12	13	14	15	16 Jeffersonville to Hartsville	17
18	19 Shop	20 Wrecker	21 Trash	22	23	24 Christmas Eve Hanukkah (Begins at Sundown)
25 Christmas Day	26 Kwanzaa Begins	27	28 First Day of Winter	29	30	31 New Year's Eve

Did you know?
When decorating with holiday lights, consider installing light timers. Timers allow you to turn your lights on and off at specific times, saving you money without sacrificing holiday spirit.

DECEMBER

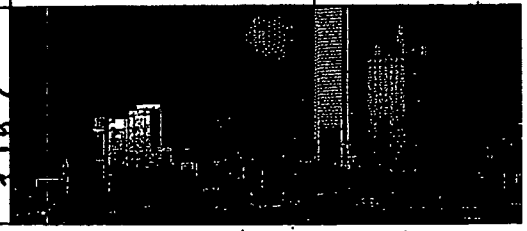
M	T	W	T	F	S
			1	2	3
5	6	7	8	9	10
12	13	14	15	16	17
19	20	21	22	23	24
26	27	28	29	30	31

January 2017

FEBRUARY

S	M	T	W	T	F	
			1	2	3	
5	6	7	8	9	10	1
12	13	14	15	16	17	1
19	20	21	22	23	24	2
26	27	28				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ew Year's Day	2 Off	3 Load Sandvic Surfer At Rock Hill Screen Tec Off 345	4 Leave to Summerville SC At 4:Am w/Bath Deliver At 1:30 Go to Nashville TN	5 P/U Sandvic Downtown Nashville TN 44566 Rock crusher Deliver At New Ash Dam Coal Mine	6 Arrive At 12 City At 23	7 Off
	9 Shop 8	10 Shop 8	11 Shop 4 Leave to MT 8 7	12 P/U 65.30 Stamp Prem to McCook TX 10	13 12 Exit 8 York Ala	14 10 TA Hazle
5 ve McCook 2:30 At 2:00 Ask to Leave	16 Unload At McCook TX TA At 789 Dr. Martin Luther King, Jr. Day	17	18 10:20 Leave Heal To Rock Hill	19 Arrive 12 Rock Hill Shop 7:11 6:00 Move Ext. 77 to 38 Worker Will Rel 2:00	20 8:30 Dr App 2:30 At Shop 7:11	21 Off
2	23	24 Rock Hill 2c Yard All Day Left At 8:30 All Night Doubtly	25 Baltimore MD Load Have Left	26 11:00 finish Loading Replace Tire Cross	27 Pilot E 113 64 W Mt Sterling Ky	28 81 Chicago Chinese New Year
Unload Ave Crane Sit	30 Pilot Harlan	31 11:00 Dead Head to Rock Hill 820 m	Leave Rock Hill At 6:00 Pm	All Night to Brooklyn PA P/U 105.00 Rock Crush Load Leave 14	TA Greencastle PA	



JANUARY

M	T	W	T	F	S
2	3	4	5	6	7
9	10	11	12	13	14
16	17	18	19	20	21
23	24	25	26	27	28
30	31				

February 2017

MARCH

S	M	T	W	T	F	
			1	2	3	
5	6	7	8	9	10	1
12	13	14	15	16	17	1
19	20	21	22	23	24	2
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Bedford	2 Load Crusher Leave Bedford 1:00 Get to Greencastle PA Groundhog Day	3 No VA Permit Get 4th SBO Leave for Rt Arrive At 12:00	4 82
	6 Rock Hill SC to T/A Greencastle Pa	7 Haul to Light Load	8 Mail P.O. Mt	9 9:00 AM Del Mail Paintsville 3:00pm P/U Bucal LA OR	10 Wilkinsburg E 32nd	11 83 Del Elm Ring Rock Paint
12 Lincoln's Birthday	13 Shop Family Day (British Columbia)	14 Shop Valentine's Day	15 Rock Hill Shop 11:00 Middleburg TN	16 Load 12:00 Mettle Rock crusher	17 Leave Dallas TX	18 84 11:00 Arrive Rock Hill
19	20 Shop 8 AM Leave 2 PM Presidents' Day Family Day (Canada)	21 Pilot Pilot Danville Hill VA	22 Deliver 8 AM Rt 500 Washington's Birthday	23 Rock Hill to O'Hara Pu Loaded Load By Rockhill Leave him the Talbert trl.	24 Deliver Decatur Ill.	25 85 Empty Rock Hill Arrive At 3:33 pm
26	27 Shop P/U T/L & Dr Orthodox Lent Begins	28 Leave for 3:00 Pooler GA P/U 3:00 CL Work		4:00 D/O Canine TX	4:00 Rock Hill	

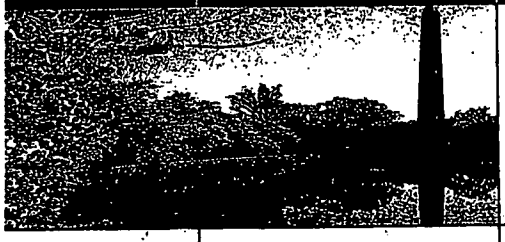
FEBRUARY

M	T	W	T	F	S
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28				

March 2017

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Udus to Carmine TX Ash Wednesday	2 Unload Carmine TX 4:00 Pm	3 Empty to Rock Hill SC 530 Pt	4 Pt
	6 Rock Hill to Port Barnwell SC Load Kalamazoo F Lift	7	8 James Dixie Map Del 2	9 300	10 Map Load Fork Lift Cat to Ga	11 Leave A Daylight Dy to At Lakeland FL
12 At 3:30 ght Saving Time Begins	13 Off	14	15 Off	16 Off	17 St. Patrick's Day	18
19	20 Leave At 500 Pm To Miami FL Spring Begins	21 No Load Arrive at 900Am	22 Power trac CAT	23 385 CL	24 Load Remove Tracks	25 Leave Po I/A E 328
26 Petro 368 I-75 N Cat 385	27 Leave Petro E 368 I 75 N	28 Load E 208 I 65 N Clanton Ala.	29 Pilot T/S Marion Ill 9	30 Clay Center Kansas (Pilot Travel Center)	31 T/A Ogallala Nebraska	Hopo

April 2017

MARCH

M	T	W	T	F	S
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28	29	30	31	

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 T/A Seattle North Ben WA 89
2 00 W Marginal Way Seattle WA. Northland Port	3 Port Unload 430 Cat 395	4 Deadhead TO Morris ILL Richie Brothers	5	6 Load PC 490 All Day	7 T/A Eaton OH. Exit #10	8 90 T/A Bloom Columbia
East Area Port Seattle NJ Palm Sunday	10 Unload PC 490 At 400 Blackwood NJ	11 Rock Hill 4 Am First Day of Passover	12 Leave At 530 Am Aiken SC P/U Chiller RH At 48 200 200	13 off	14 off Good Friday	15 91 136 S
16 Easter Orthodox Easter	17 Easter Monday (Canada)	18 off	19 moved Stuff	20	21	22 Earth Da
23	24	25 off	26 Administrative Professionals Day	27 Rock city TO talk Abt Deal	28 Arbor Day	29
30						

APRIL

M	T	W	T	F	S
					1
3	4	5	6	7	8
10	11	12	13	14	15
17	18	19	20	21	22
24	25	26	27	28	29

May 2017

JUNE

S	M	T	W	T	F	S
				1	2	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
	May Day				Cinco de Mayo	
	8 Rock city Dad 2 hr	9	~~10~~	~~11~~	12	13
4	15	16	17	18	19	20
Mother's Day						Armed Forces
1	22	23	24	25 Rock city Dad 1½	26	27
	Victoria Day (Canada)					First Day of Ra
8	29	30	31			
	Memorial Day, Observed					

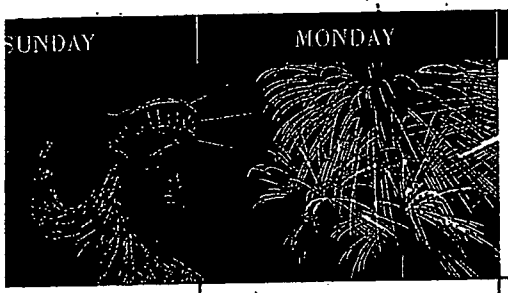
MAY

M	T	W	T	F	S
1	2	3	4	5	6
8	9	10	11	12	13
15	16	17	18	19	20
22	23	24	25	26	27
29	30	31			

June 2017

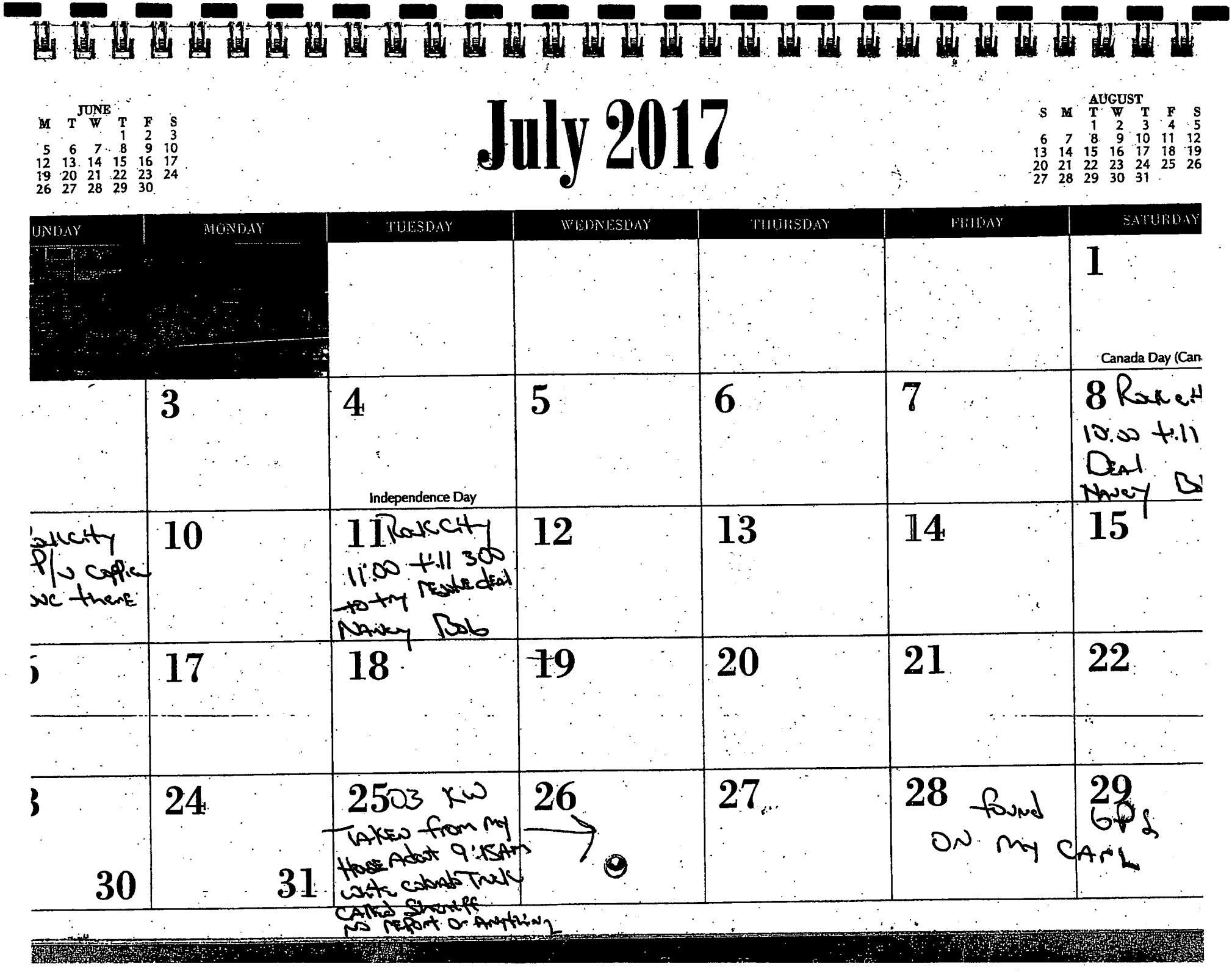
JULY

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2 Rail City Lunch R O Deal	3
	5	6	7	8	9	10
1	12	13	14 Flag Day	15	16	17
3 Father's Day	19	20	21 Summer Begins	22 Rail City Lunch Deal	23	24 St. Jean Baptiste (Québec)
5	26 First Day of Eid al-Fitr	27	28	29	30	

06

July 2017



JUNE

M	T	W	T	F	S
			1	2	3
5	6	7	8	9	10
12	13	14	15	16	17
19	20	21	22	23	24
26	27	28	29	30	

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

UNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 Canada Day (Can
	3	4 Independence Day	5	6	7	8 Rock c.H 10:00 t.11 Deal Nancy B
...ock city P/U coffee ...uc there	10	11 Rock City 11:00 t.11 300 to try resolve deal Nancy Bob	12	13	14	15
5	17	18	19	20	21	22
3 30	24 31	25 03 KW Taken from my House Adcot 9:15AM with colorado Truck called Sheriff no report or anything	26	27	28 found on my car	29 GPS

August 2017

JULY

M	T	W	T	F	S
					1
3	4	5	6	7	8
10	11	12	13	14	15
17	18	19	20	21	22
24	25	26	27	28	29
31					

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

UNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
round ck At canchouse - Staff	7 Civic Holiday (Canada)	8	9	10	11	12
3	14	15	16 Went to Duncan house got truck caught	17 Hire Foster to do a claim & delivery on truck	18	19
)	21	22	23	24	25	26
7	28	29	30	31		

EXHIBIT "D"

Rock City Heavy Haul, Inc.

Fam Trust Checking xxxx3532 S10

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Stat	Balance
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement		$489.61			C	n/a
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE		$2,000.00			R	n/a
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursment		$244.45			R	n/a
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement		$2,956.95			R	n/a
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE		$1,000.00			R	n/a
9-25-15 Cash						2000.00				
08/06/2015	29946	Check	Mark Pafford	Equipment		$10,000.00			R	n/a
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursment		$2,377.61		truck 52	R	n/a
08/04/2015	29938	Check	Mark Pafford	Expense Reimbursment		$781.85		202098	R	n/a
07/28/2015	Debit	Check	Mark Pafford	Purchased Equipment	Mark Pafford	$2,000.00	Cashiers Check		R	n/a
31 07/16/2015	29891	Check	Mark Pafford	petty cash		$1,000.00	Gary Cash		R	n/a
07/14/2015	Debit	Check	Mark Pafford	Loan Repay - Robert Duncan		$3,000.00			R	n/a
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursment		$678.37			R	n/a
06/29/2015	Debit	Check	Mark Pafford	Permits and Escorts	purchased equipment	$2,500.00	Cashiers check		R	n/a
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursment		$492.09			R	n/a
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	$7,000.00			R	n/a
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	$1,000.00			R	n/a
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursment	Expense	$138.34		202020	R	n/a
05/21/2015	29780	Check	Mark	Equipment		$2,000.00			R	n/a

			Pafford					
05/05/2015	29735	Check	Mark Pafford	Equipment	$494.87		R	n/a
05/01/2015	29729	Check	Mark Pafford	Equipment	$2,000.00		R	n/a
04/21/2015	29697	Check	Mark Pafford	Purchased Equipment	$2,000.00		R	n/a
03/27/2015	29614	Check	Mark Pafford	Equipment	$773.46		R	n/a
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursment	$346.69	201915	R	n/a
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursment	$20.75		R	n/a

Fam Trust Checking xxxx3532 S10Ending Balance: [redacted]

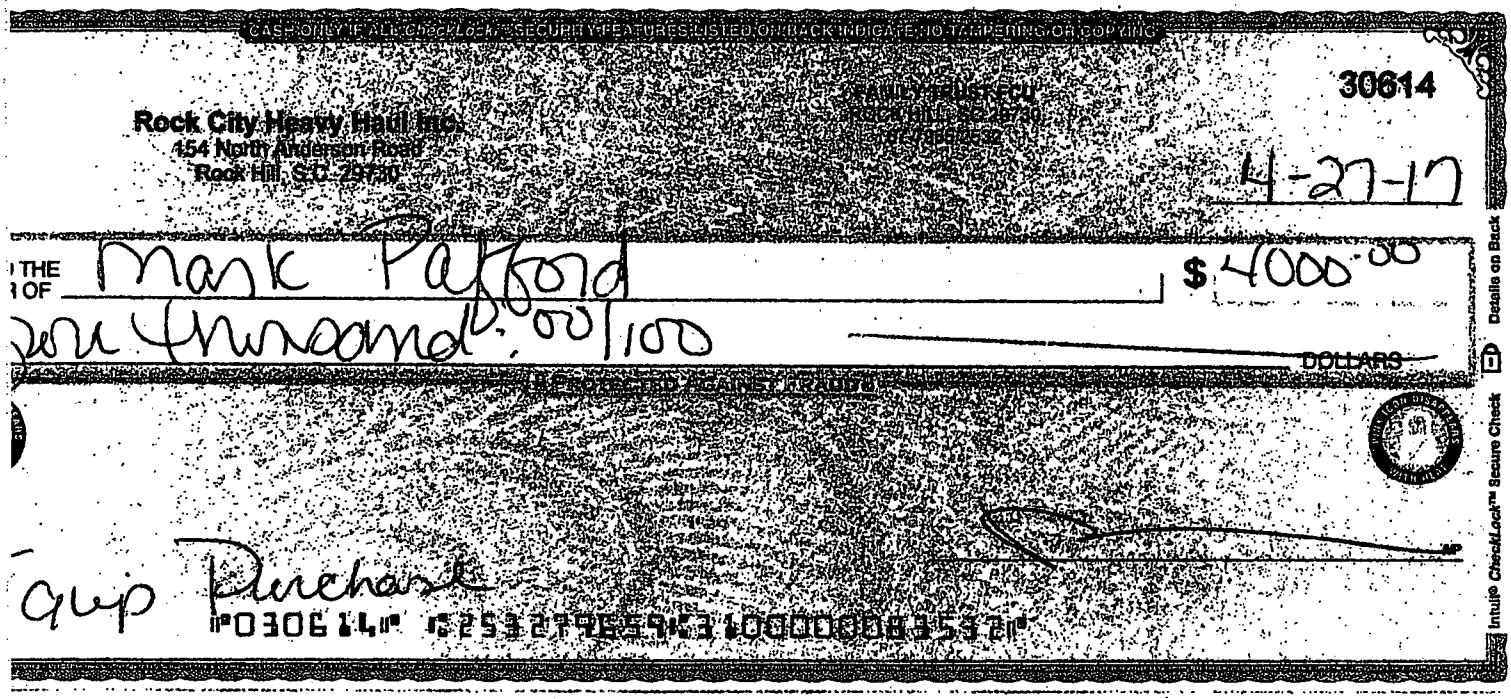
Payee: Mark Pafford

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Reconciliation Status	Balance
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursement					Reconciled	
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursement				201915	Reconciled	
03/27/2015	~~29614~~	Check	Mark Pafford	Equipment		4500.00			Reconciled	
04/21/2015	29697	Check	Mark Pafford	Purchased Equipment		2,000.00			Reconciled	
05/01/2015	29729	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/05/2015	29735	Check	Mark Pafford	Equipment					Reconciled	
05/21/2015	29780	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursement	Expense			202020	Reconciled	
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	1,000.00			Reconciled	
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	7,000.00			Reconciled	
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursement					Reconciled	
06/29/2015	Debit CK 6018781	Check	Mark Pafford	Permits and Escorts	purchased equipment	2,500.00			Reconciled	
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursement					Reconciled	
~~07/14/2015~~ 7.17.15	Debit	Check 620078	Mark Pafford	Purchased Equipment		3,000.00			Reconciled	
~~07/16/2015~~ 7.31.15	29891	Check Cash box	Mark Pafford	petty cash		1,000.00			Reconciled	
07/28/2015	Debit	Check 620012	Mark Pafford	Purchased Equipment	Mark Pafford	2,000.00			Reconciled	

7-7-15 CK# 29874 608.39
8-4-15 CK# 29938 781.85

08/04/2015	29938	Check	Mark Pafford	Expense Reimbursement	781.85 (Hotel, weight Ticket)	202098	Reconciled
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursement	2379.61 Truck T.E2	truck 52	Reconciled Bought In Mobile AL
08/06/2015	29946	Check	Mark Pafford	Equipment	10,000.00		Reconciled
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE	1,000.00		Reconciled
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement	2954.95 Exp (Replacement Hotel Misc)		Reconciled
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE	5,000.00		Reconciled
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursement	244.45 (Hotel w tickets)		Reconciled
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE	2,000.00		Reconciled
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE	5,000.00		Reconciled
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement	499.61 Exp w Tickets		Reconciled
02/19/2016	30250	Check	Mark Pafford	EQUIPMENT PURCHASE	3,000.00		Reconciled
02/19/2016	30252	Check	Mark Pafford	Expense Reimbursement			Reconciled
03/04/2016	30265	Check	Mark Pafford	Purchases	3,000.00		Reconciled
03/24/2016	30301	Check	Mark Pafford	Expense Reimbursement	5000.00 Family Trust		Reconciled
03/24/2016	30302	Check	Mark Pafford	EQUIPMENT PURCHASE	671.42 Exp Money 6,000.00		Reconciled
04/22/2016	30356	Check	Mark Pafford	EQUIPMENT PURCHASE	3,000.00		Reconciled
06/20/2016	30420	Check	Mark Pafford	Expense Reimbursement	815.24 Exp Reimbursement		Reconciled

9-9-16 30478 - 77.44 Exp Money
8 22 16 30469 - 194.00 Exp Money
8 10 16 30461 147.00 Exp Money



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
454 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
[illegible]

30614

4-27-17

THE
OF Mark Pafford $ 4000.00

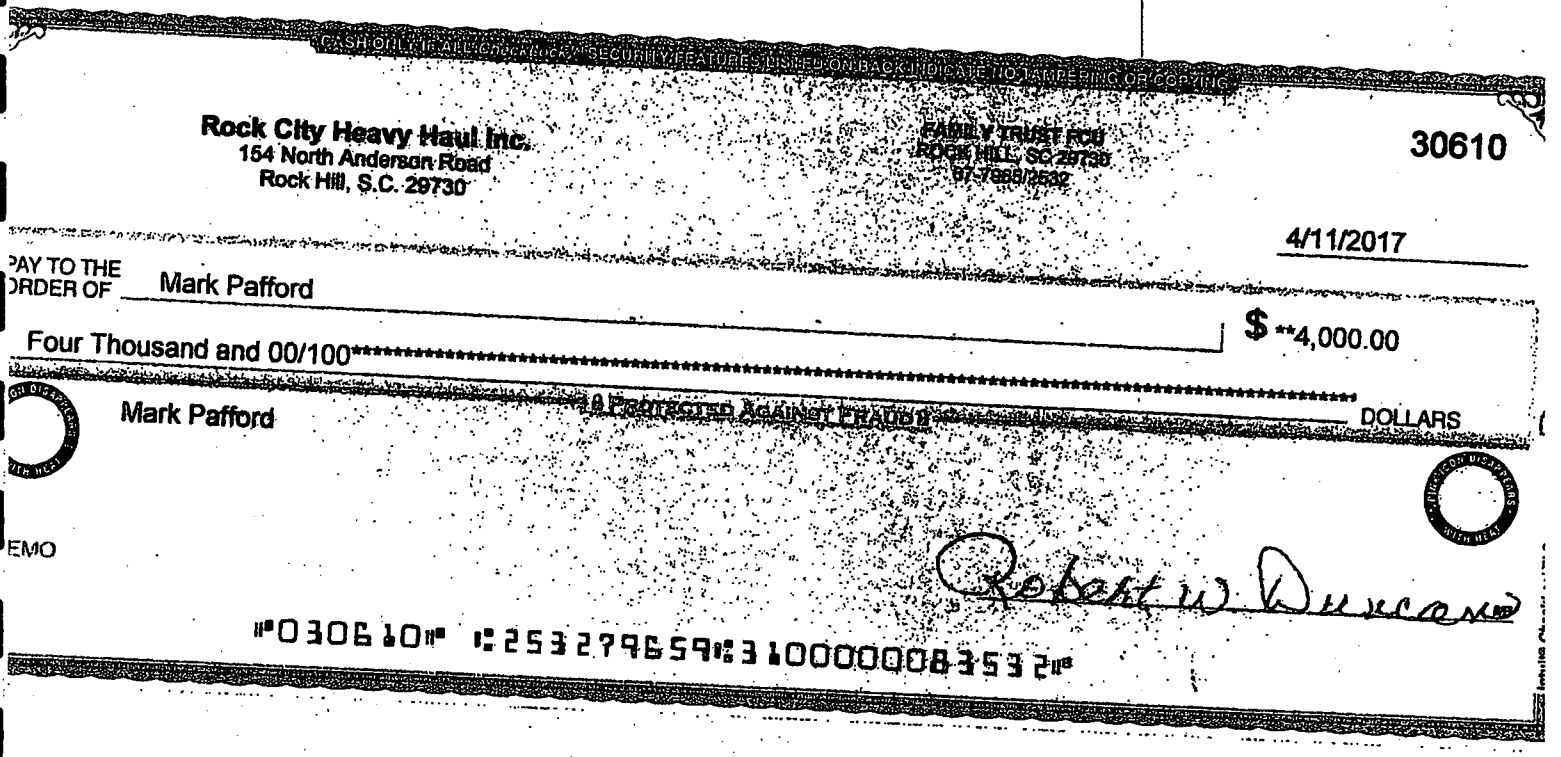
Four thousand 00/100 DOLLARS

PROTECTED AGAINST FRAUD

Equip Purchase

⑈030614⑈ ⑆253279659⑆3100000083532⑈

Intuit® CheckLock™ Secure Check Details on Back



Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
97-7885/2532

30610

4/11/2017

PAY TO THE ORDER OF Mark Pafford

$ **4,000.00

Four Thousand and 00/100********** DOLLARS

Mark Pafford

PROTECTED AGAINST FRAUD

MEMO

Robert W Duncan

⑈030610⑈ ⑆253279659⑆ 3100000083532⑈

Robert W Duncan
DBA Rock City Truck
5300 Bluebird Lane
York SC 29745

67-776/532

2/23/2017

PAY TO THE ORDER OF MARK PAFFORD $ **3,000.00

Three Thousand and 00/100********** DOLLARS

MARK PAFFORD

MEMO

⑈001301⑈ ⑆053207766⑆ 3984118848⑈

EFS

1104 Country Hills Dr., Suite 600
Ogden, UT 84403

Hold between thumb and forefinger for pink circle to fade to verify authenticity. EFS

CHECK NUMBER 66-156/531 92764363

DATE 2-27-17

PAY TO THE ORDER OF Mark Pafford

THE SUM OF two thousand 00/100 U.S. DOLLARS $ 2000.00

DRIVER'S LICENSE Number 162545 State

MONEYCODE 140672 7461850 000

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

SECURITY FEATURES INCLUDED DETAILS ON BACK

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE

VALID FOR 30 DAYS AFTER AUTHORIZATION

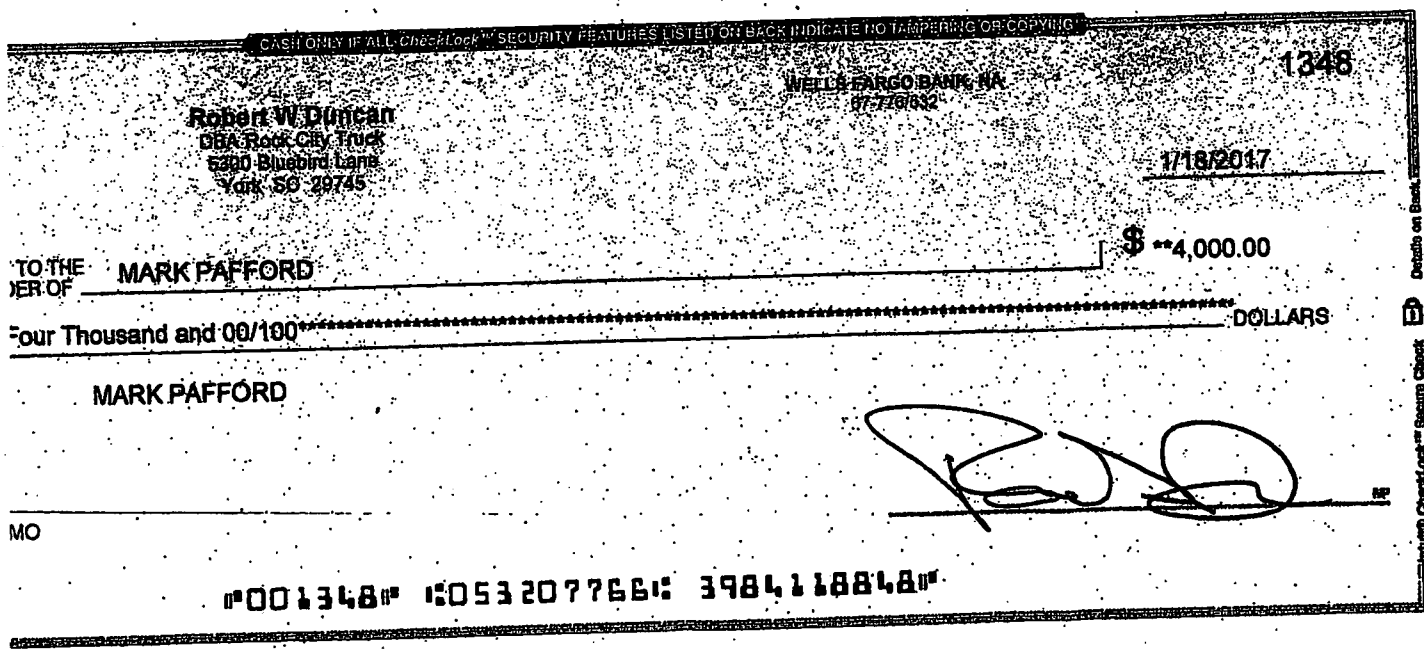
This draft is not valid and will not be honored without obtai an authorization code from EFS. To authorize, key the MoneyCode into the POS terminal or go to:

www.efsllc.com

tel: 801-624-4690 tel: 800-405-56

Draft only honored with valid authorization code and w properly completed and identification verified prior to ca

⑈927643635⑈ ⑆053101561⑆ 8018014137⑈



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

1348

WELLS FARGO BANK, NA
87-776/632

Robert W Duncan
DBA Rock City Truck
5300 Bluebird Lane
York, SC 29745

1/18/2017

TO THE
DER OF MARK PAFFORD $ **4,000.00

Four Thousand and 00/100********** DOLLARS

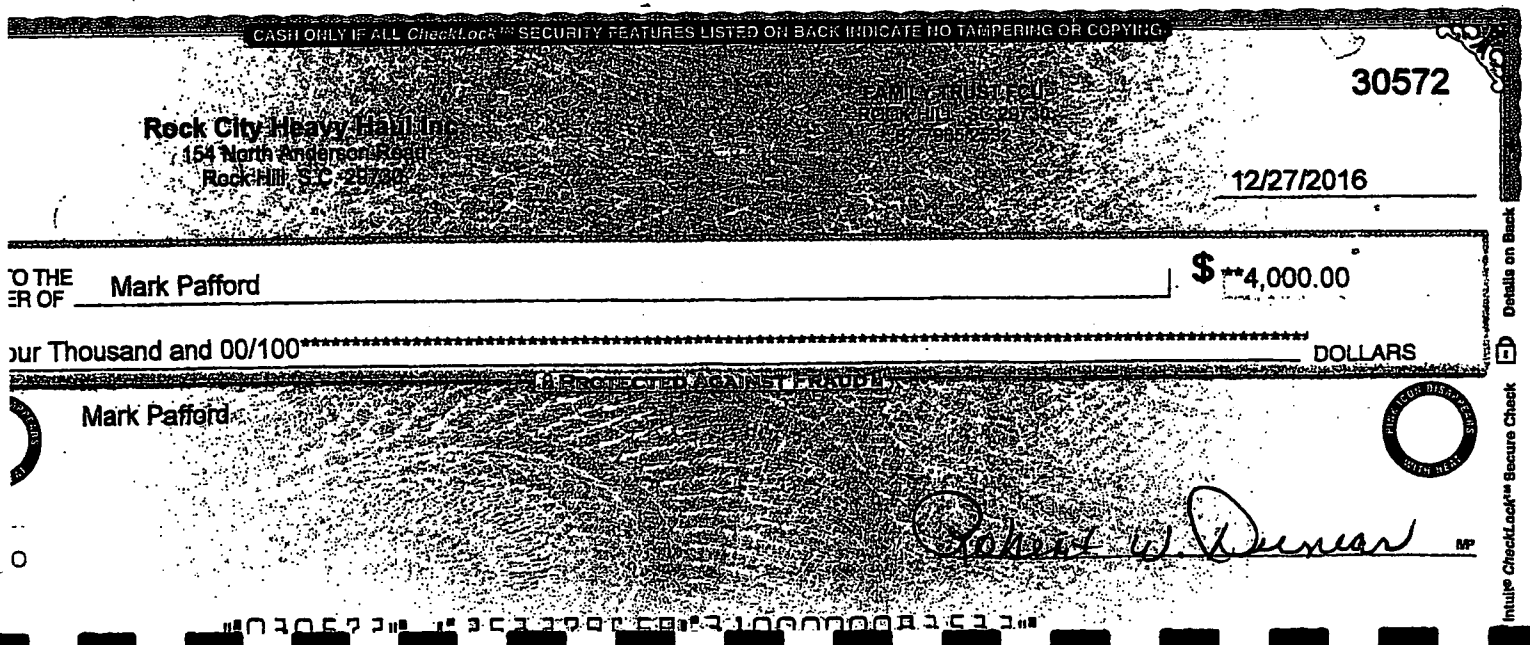
MARK PAFFORD

MO

⑈001348⑈ ⑆053207766⑆ 3984118848⑈

Details on Back.

Intuit® CheckLock™ Secure Check



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING.

30572

Rock City Heavy Haul Inc
154 North Anderson Road
Rock Hill, S.C. 29730

12/27/2016

TO THE ER OF Mark Pafford $ **4,000.00

our Thousand and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

Mark Pafford

Robert W. Duncan MP

Details on Back

Intuit® CheckLock™ Secure Check

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

ROCK HILL, SC 29730
67-7985/2532

12-2-2016

PAY TO THE ORDER OF MARK DAFFORD $ 4,000.00

Four Thousand DOLLARS

PROTECTED AGAINST FRAUD

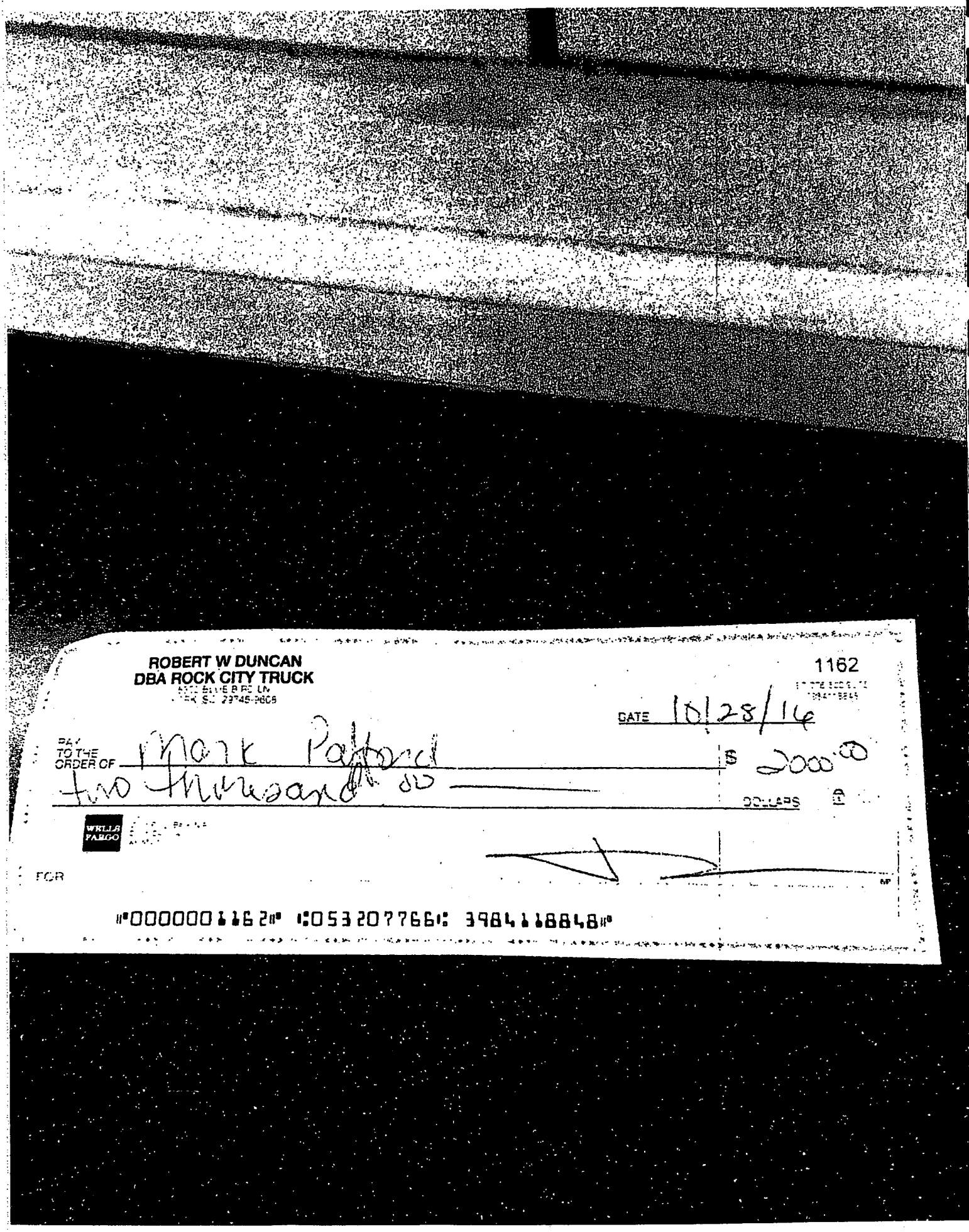
MEMO Cary Funds

⑈030551⑈ ⑆253279659⑆310000008353 2⑈

Rock City Heavy Haul Inc. 30551

12-2-2016
MARK DAFFORD
$ 4000.00

Rock City Heavy Haul Inc. 30551



ROBERT W DUNCAN
DBA ROCK CITY TRUCK
[illegible]

1162

DATE 10/28/16

PAY TO THE ORDER OF Mark Pafford

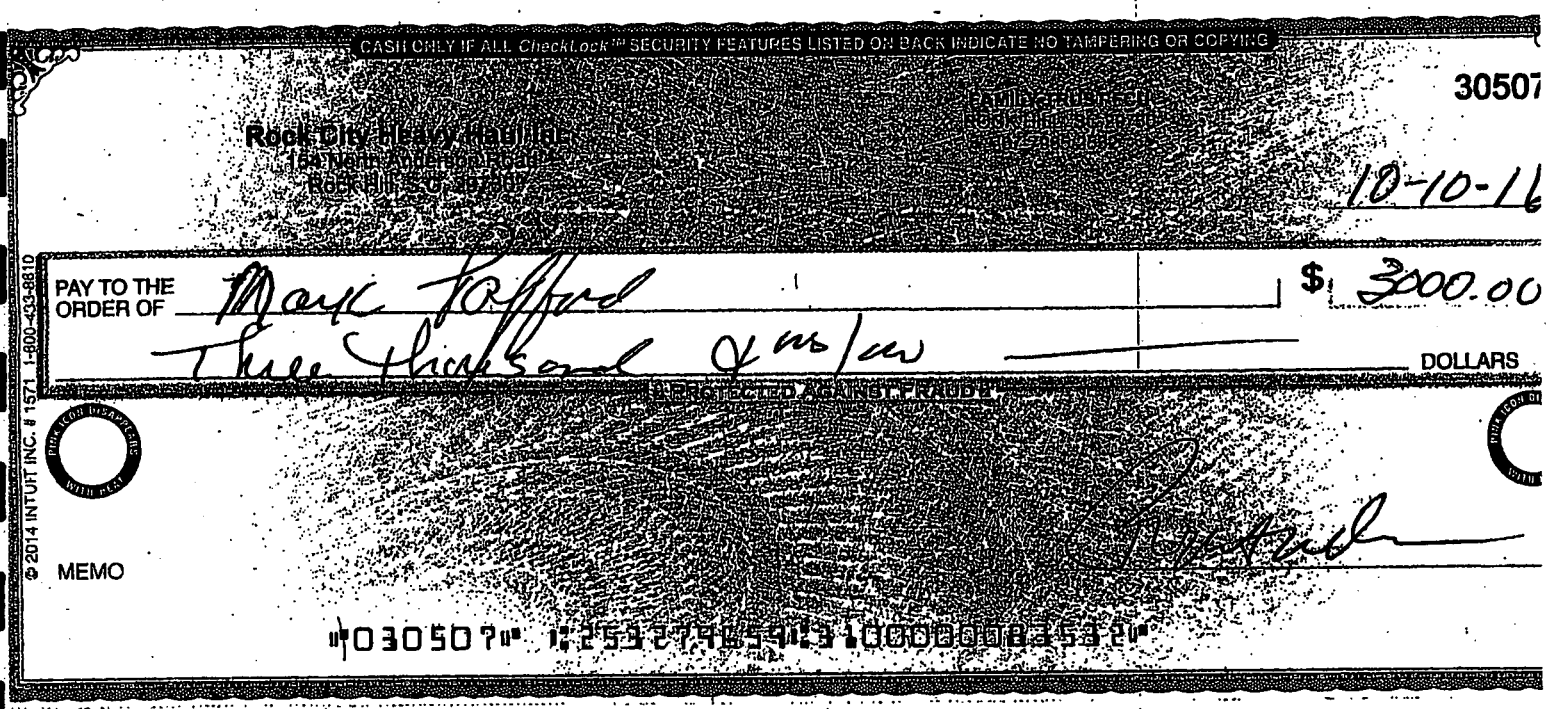
$ 2000.00

two thousand dollars

WELLS FARGO

FOR

⑈000001162⑈ ⑆053207766⑆ 3984188848⑈



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30507

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
[illegible]

10-10-16

PAY TO THE ORDER OF Mark Fafford $ 3000.00

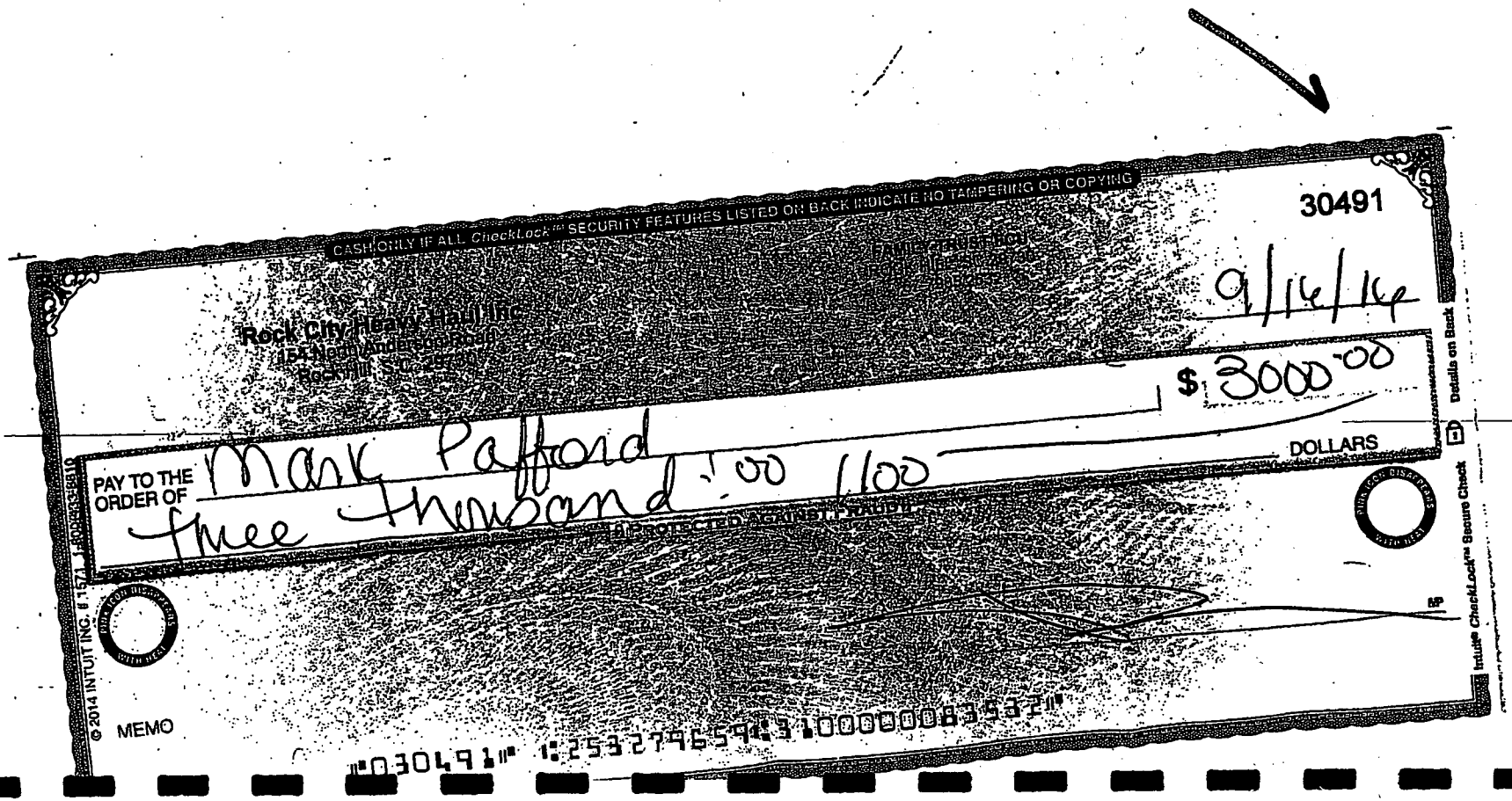
Three thousand & no/100 DOLLARS

PROTECTED AGAINST FRAUD

MEMO

⑈030507⑈ ⑆253279659⑆310000008353 2⑈

© 2014 INTUIT INC. # 1571 1-800-433-8810


CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING
30491
Rock City Heavy Haul Inc
154 North Anderson Road
Rock Hill, S.C. 29730
9/14/14
$ 3000.00
PAY TO THE ORDER OF Mark Pafford
Three thousand 00/100 DOLLARS
PROTECTED AGAINST FRAUD
MEMO
© 2014 INTUIT INC. # 1571
Details on Back
Intuit® CheckLock™ Secure Check
⑈030491⑈ ⑆253279659⑆ 3100000083532⑈

9-16-2016

Rock City Heavy Haul
154 N Anderson Road
Rock Hill SC 29745
803-324-4125

RE: Payment received

I, Mark Pafford, have received the amount of $ 10,000.00 from Rock City Heavy Haul today as a purchase toward equipment for Rock City Heavy Haul.

Signed MP
Date 9 16 14

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30478

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
[illegible]

9/9/2016

PAY TO THE ORDER OF Mark Pafford $**77.64

Seventy-Seven and 64/100********** DOLLARS

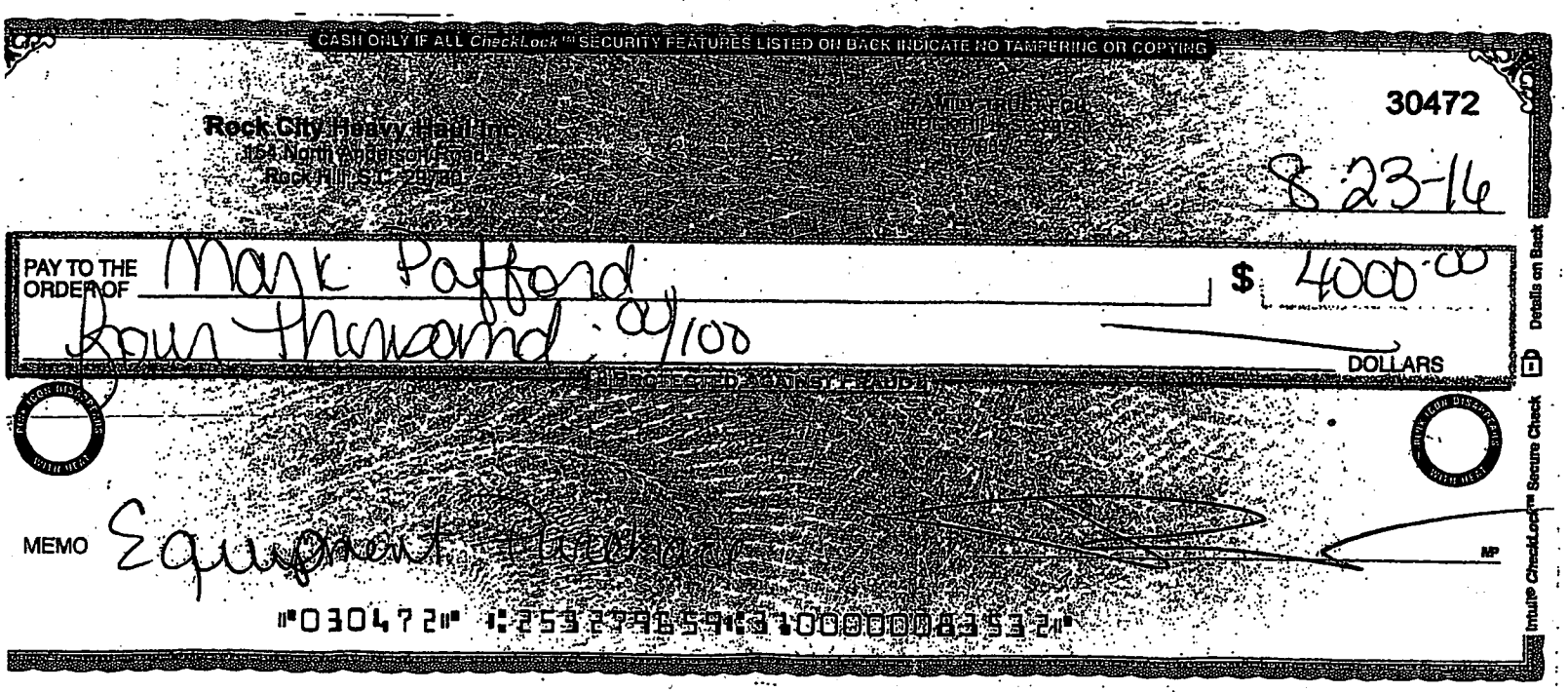
PROTECTED AGAINST FRAUD

Mark Pafford

MEMO

Robert W. Duncan

⑈030478⑈ ⑆253279659⑆ 3100000083532⑈



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, S.C. 29730

30472

8-23-16

PAY TO THE ORDER OF Mark Pafford $ 4000.00

Four Thousand 00/100 DOLLARS

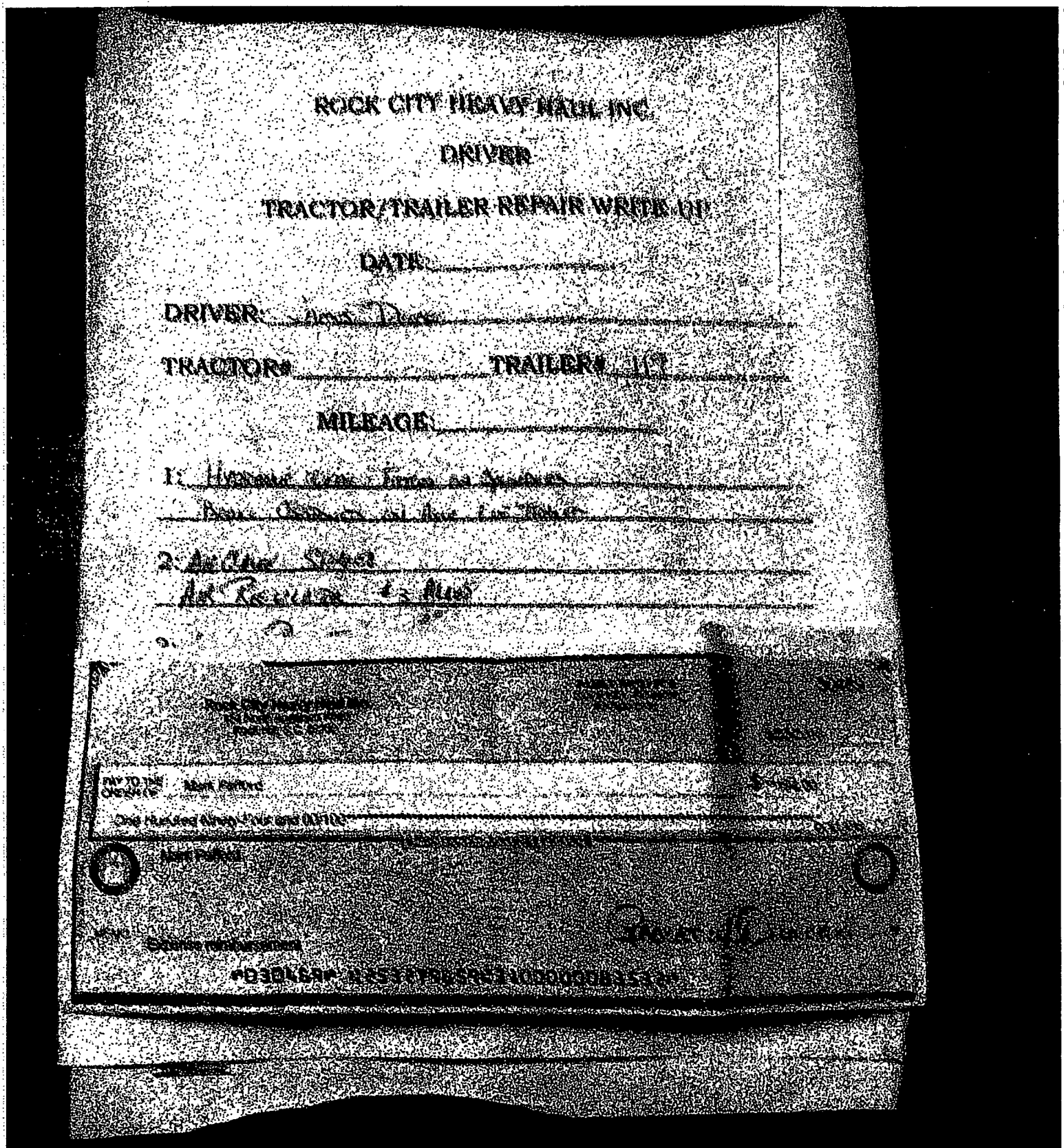
PROTECTED AGAINST FRAUD

MEMO Equipment Purchase

⑈030472⑈ ⑆253279659⑆310000008353 2⑈

Details on Back

Intuit® CheckLock™ Secure Check



ROCK CITY HEAVY HAUL INC.

DRIVER

TRACTOR/TRAILER REPAIR WRITE-UP

DATE: _____

DRIVER: [illegible]

TRACTOR# _____ TRAILER# [illegible]

MILEAGE: _____

1: [illegible]

2: [illegible]

3: [illegible]

Rock City Heavy Haul Inc.

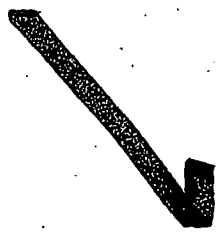
PAY TO THE ORDER OF Mark Pafford

One Hundred Ninety-Four and 00/100

Mark Pafford

Expense reimbursement

Your Copy



COPY

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Andersen Road
Rock Hill, S.C. 29730

30461

8/10/2016

PAY TO THE ORDER OF Mark Pafford $ **147.20

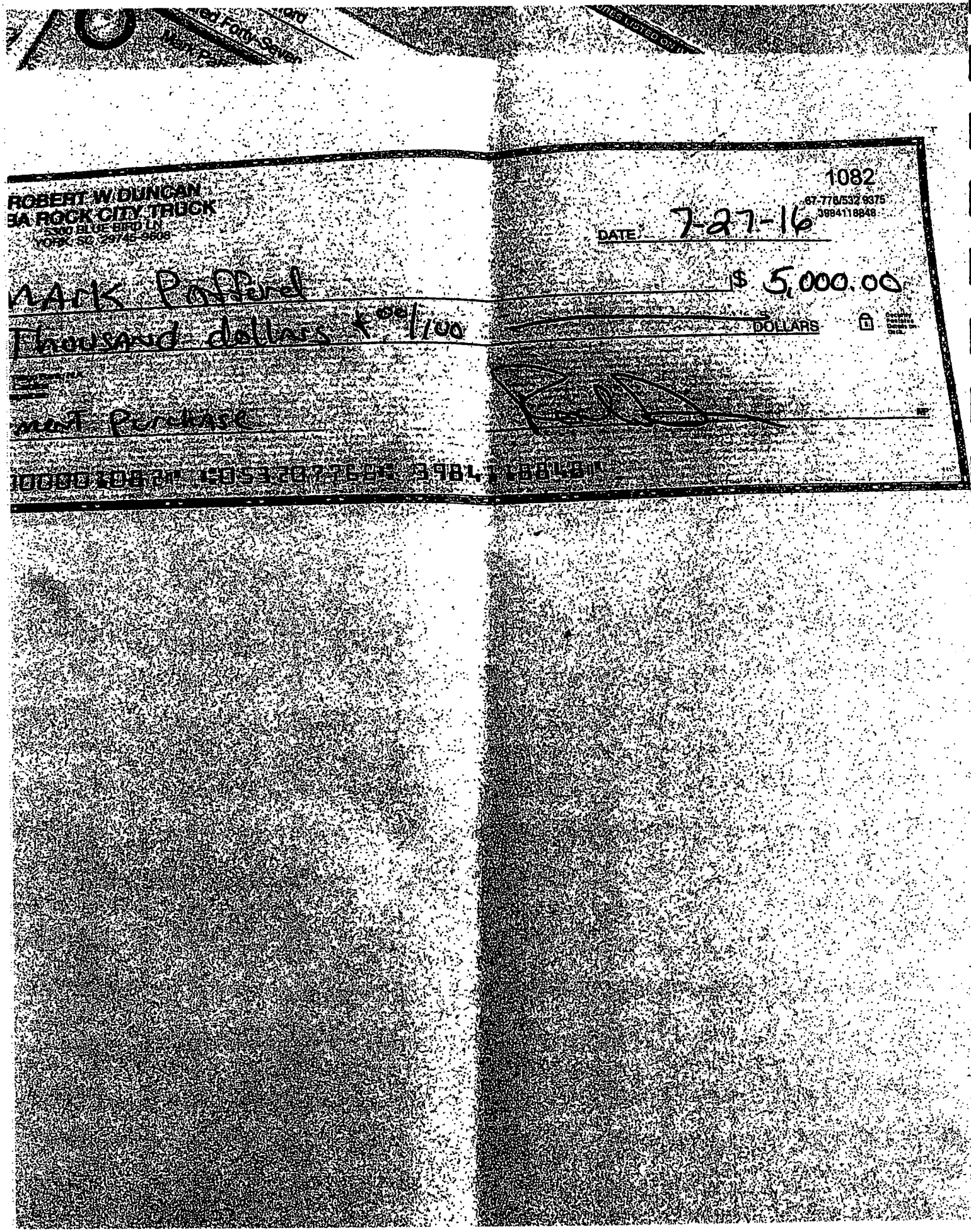
One Hundred Forty-Seven and 20/100********** DOLLARS

PROTECTED AGAINST FRAUD

Mark Pafford

MEMO misc. receipts

Robert W. Duncan MP



ROBERT W DUNCAN
BA ROCK CITY TRUCK
5300 BLUE BIRD LN
YORK, SC 29745-9608

1082
67-778/532 9375
3984118848

DATE 7-27-16

Mark Pafford $ 5,000.00

Thousand dollars & 00/100 DOLLARS

Security Features Details on Back.

ment Purchase

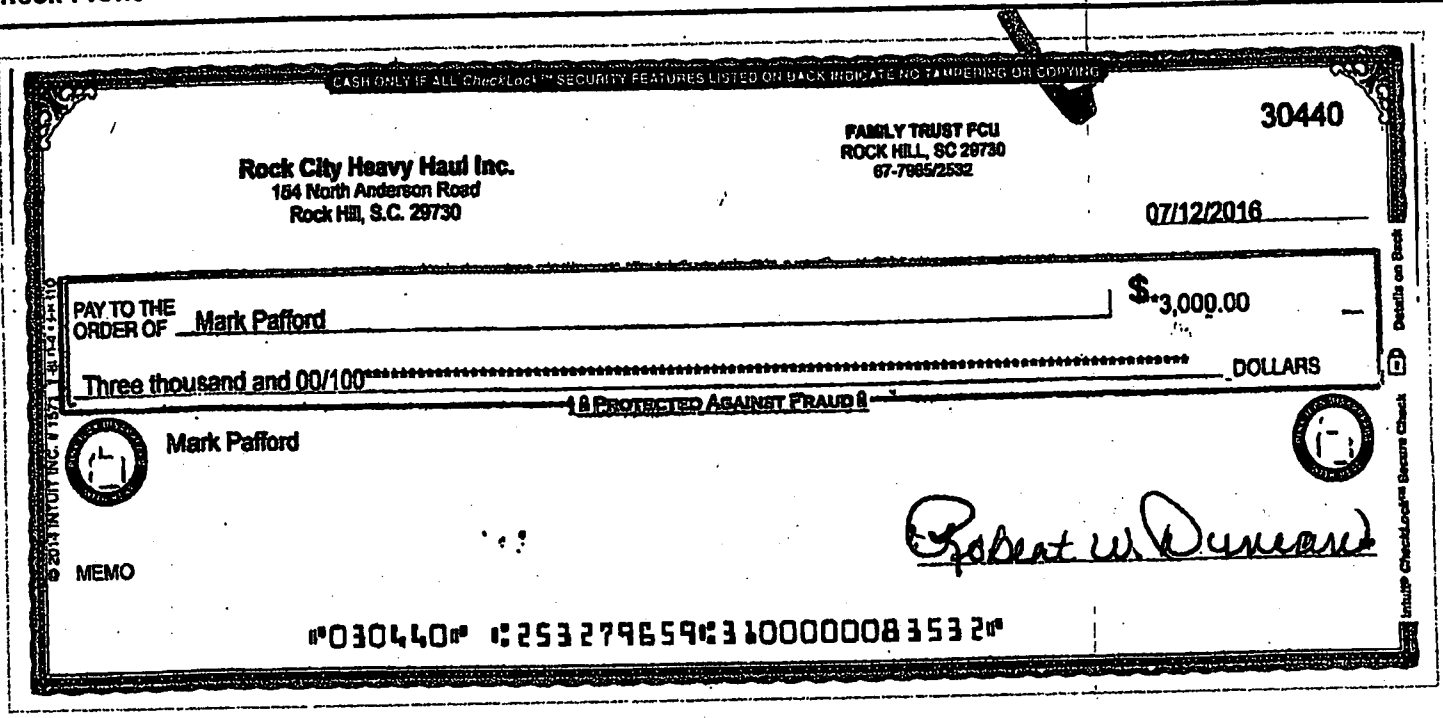
00001082 ⑆053207768⑆ 3984118848⑈

06/20/2016	[redacted]	Check	Mark Pafford	EQUIPMENT PURCHASE	[redacted]	Reconciled
07/12/2016	[redacted]	Check	Mark Pafford	EQUIPMENT PURCHASE	[redacted]	Reconciled
TOTAL					67,500.00	

View Check: #030440 Amount: $3,000.00 Date: 7/12/2016

Print Check

Check Front



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30440

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7985/2532

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

07/12/2016

PAY TO THE ORDER OF Mark Pafford $ *3,000.00

Three thousand and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

Mark Pafford

Robert W. Duncan

MEMO

⑈030440⑈ ⑆253279659⑆310000008353 2⑈

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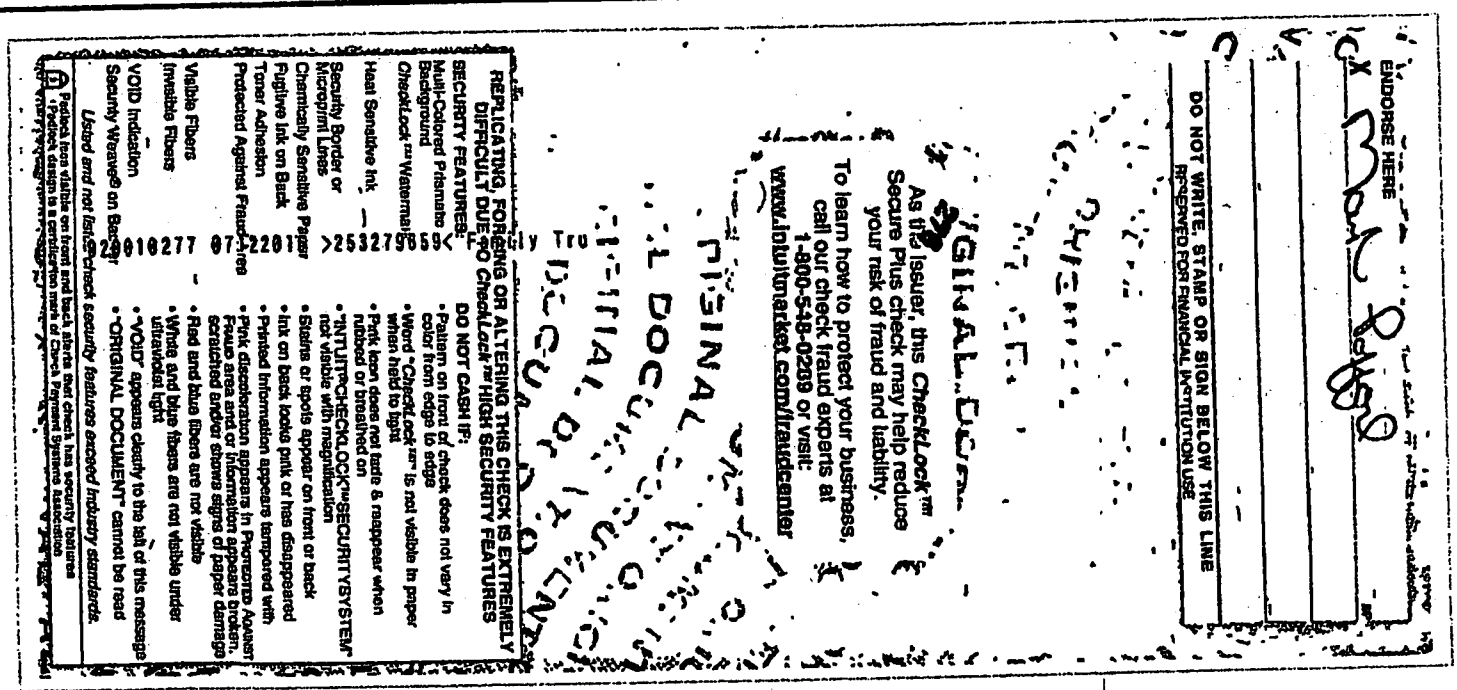


Details on Back

Intuit® CheckLock™ Secure Check

Check Back

ENDORSE HERE

Mark Pafford

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ORIGINAL DOCUMENT

As the issuer, this CheckLock™ Secure Plus check may help reduce your risk of fraud and liability.

To learn how to protect your business, call our check fraud experts at 1-800-548-0269 or visit: www.intuitmarket.com/fraudcenter

REPLICATING, FORGING OR ALTERING THIS CHECK IS EXTREMELY DIFFICULT DUE TO CheckLock™ HIGH SECURITY FEATURES

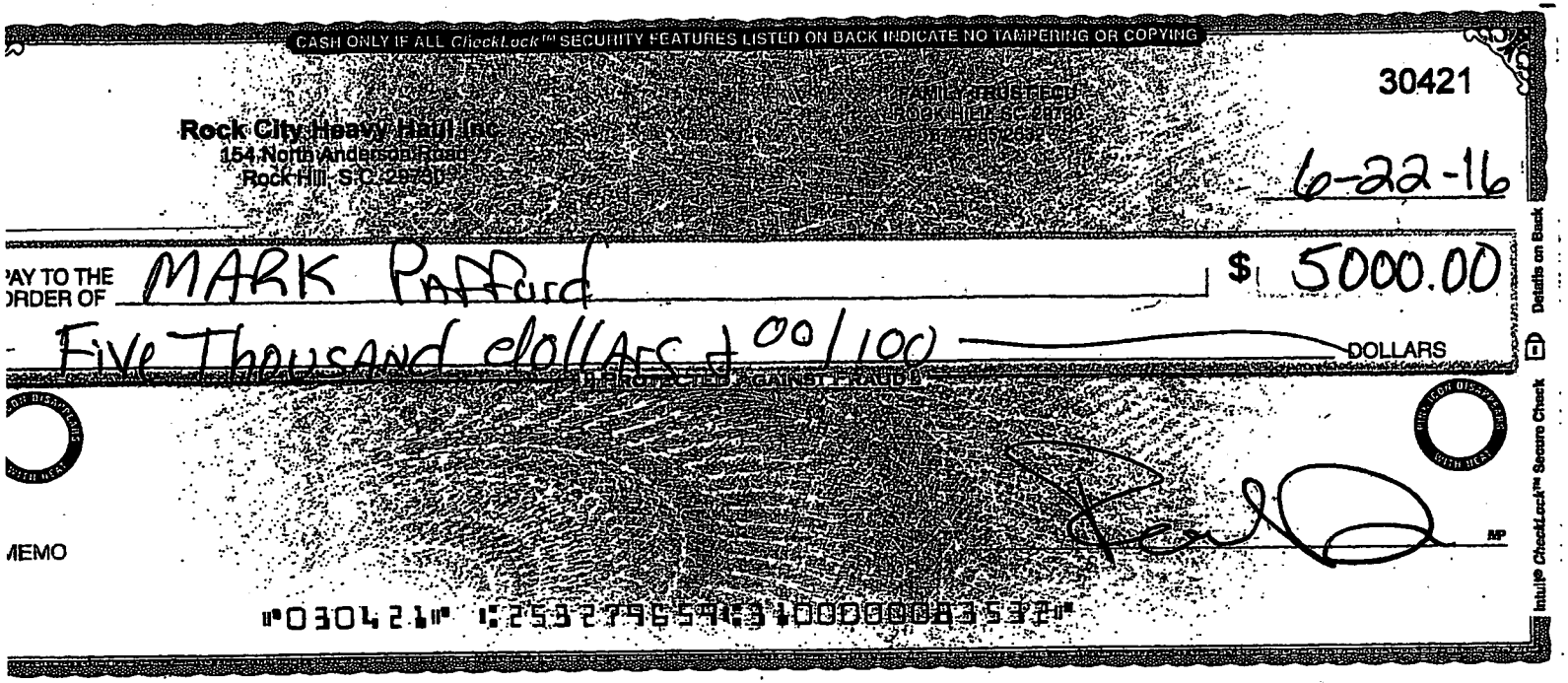
SECURITY FEATURES:
Multi-Colored Prismatic Background
CheckLock™ Watermark
Heat Sensitive Ink
Security Border or Microprint Lines
Chemically Sensitive Paper
Fugitive Ink on Back
Toner Adhesion
Protected Against Fraud Area
Visible Fibers
Invisible Fibers
VOID Indication
Security Weave® on Back

DO NOT CASH IF:
• Pattern on front of check does not vary in color from edge to edge
• Word "CheckLock™" is not visible in paper when held to light
• Pink icon does not fade & reappear when rubbed or breathed on
• "INTUIT®CHECKLOCK™SECURITYSYSTEM" not visible with magnification
• Stains or spots appear on front or back
• Ink on back looks pink or has disappeared
• Printed information appears tampered with
• Pink discoloration appears in PROTECTED AGAINST FRAUD area and/or information appears broken, scratched and/or shows signs of paper damage
• Red and blue fibers are not visible
• White and blue fibers are not visible under ultraviolet light
• "VOID" appears clearly to the left of this message
• "ORIGINAL DOCUMENT" cannot be read

Listed and not listed check security features exceed industry standards.

Padlock fees visible on front and back alerts that check has security features
Padlock design is a certification mark of Check Payment Systems Association

⑈020010277 07/22/01 ⑆253279659⑆ Family Tru



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30421

FAMILY TRUST FCU
ROCK HILL, SC 29730
877-7985/2532

Rock City Heavy Haul Inc
154 North Anderson Road
Rock Hill, S.C. 29730

6-22-16

PAY TO THE ORDER OF MARK Pafford $ 5000.00

Five Thousand dollars & 00/100 DOLLARS

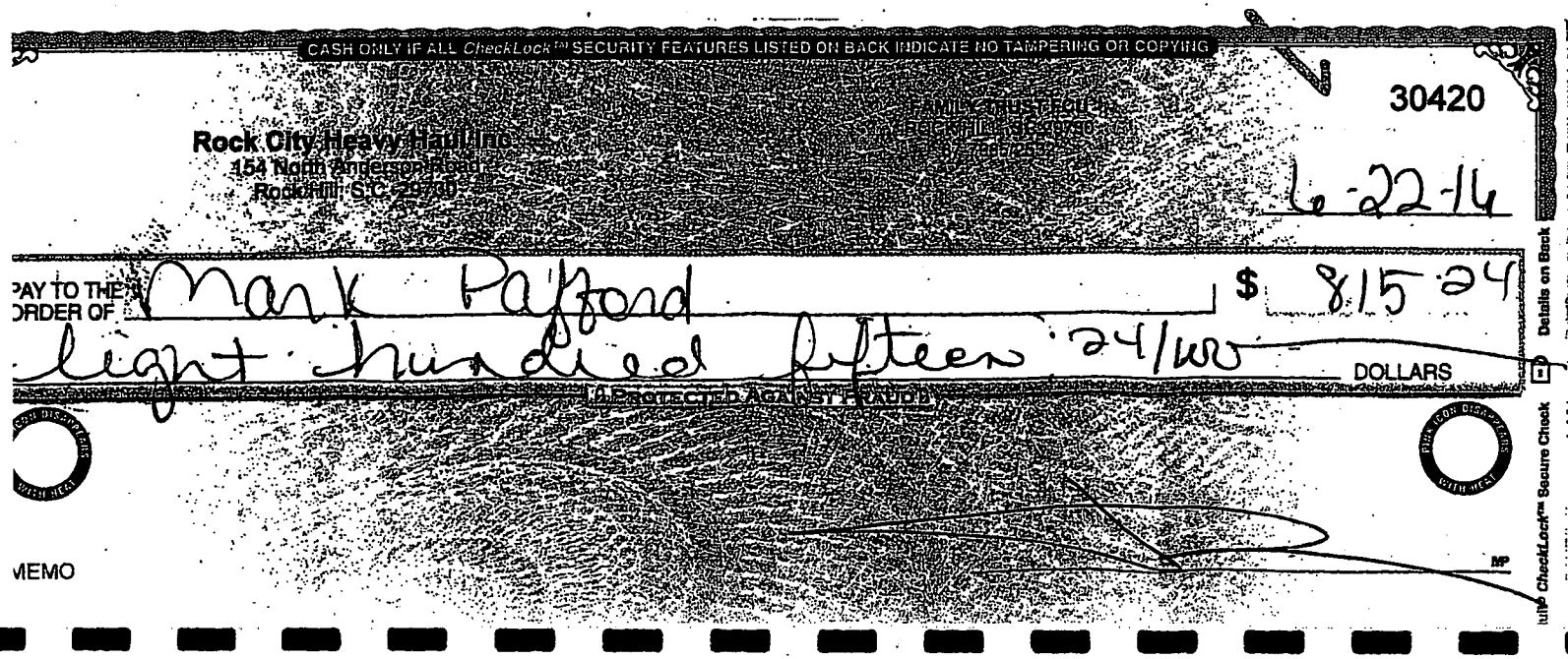
PROTECTED AGAINST FRAUD

MEMO

⑈030421⑈ ⑆253279659⑆3100000083532⑈

Details on Back

Intuit® CheckLock™ Secure Check



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

30420

FAMILY TRUST FCU
ROCK HILL, SC 29730
877-7985/2532

Rock City Heavy Haul Inc
154 North Anderson Road
Rock Hill, S.C. 29730

6-22-16

PAY TO THE ORDER OF Mark Pafford $ 815.24

Eight hundred fifteen 24/100 DOLLARS

PROTECTED AGAINST FRAUD

MEMO

Details on Back

Intuit® CheckLock™ Secure Check

ROBERT W DUNCAN
DBA ROCK CITY TRUCK
5300 BLUE BIRD LN
YORK, SC 29745-9608

1018
67-776/532 9375
3984118848

DATE 5-12-16

PAY TO THE ORDER OF Mark Pafford $ 20,000

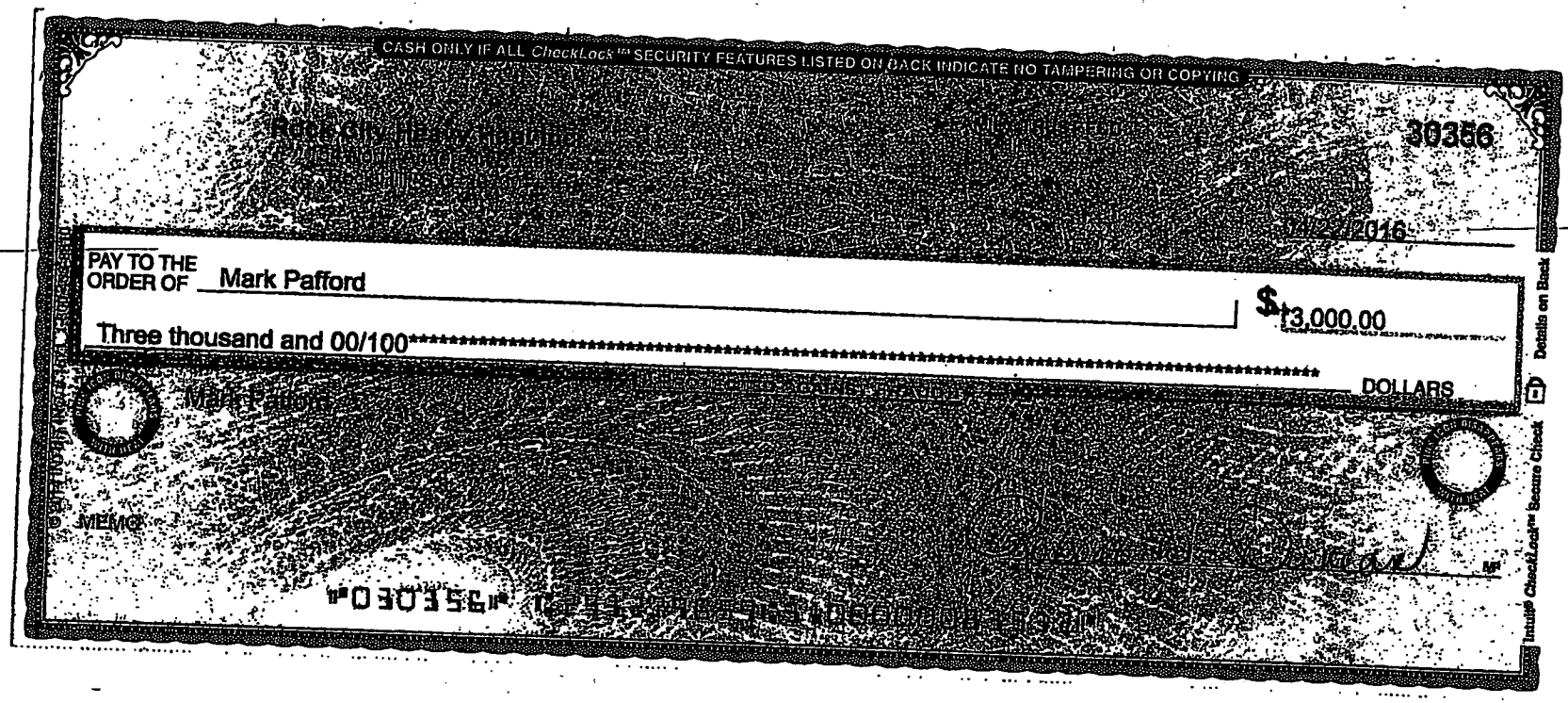
Twenty Thousand +NO/100 DOLLARS

WELLS FARGO Wells Fargo Bank, N.A. South Carolina wellsfargo.com

FOR Purchase Truck

MP

⑈000001018⑈ ⑆053207766⑆ 3984118848⑈


CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING
30356
PAY TO THE ORDER OF Mark Pafford
$ 3,000.00
Three thousand and 00/100**********
DOLLARS
Mark Pafford
MEMO
⑈030356⑈
Details on Back
Intuit® CheckLock™ Secure Check

671.42

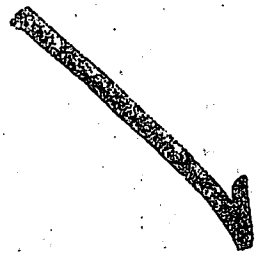
Fam Trust Checking xxxx3532 S10

671.42

Rock City Heavy Haul Inc.

03/24/2016 Mark Pafford 30302

671.42



am Trust Checking xxxx3532 S10

671.42

10059/10059 874570 (6/15)

100591

Rev 2/14

6548 06 85453 03/19/2016 4555

RETURN POLICY DEFINITIONS

ase contact the Manager about any issues with your stay. Ramada or affiliates may contact you about goods and services unless
u call 877-227-3557 or write to Wyndham Worldwide Hotels, Inc. 1 Sylvan Way, Parsippany, NJ 07054 to opt out. View our Ramada
rldwide website about privacy.

Thank you for staying with us.
It was our pleasure to serve you.

~~589.90~~

554.90

03/24/2016 Mark Pafford 5,000.00

Fam Trust Checking xxxx3532 S10 5,000.00

Rock City Heavy Haul Inc. 30301

03/24/2016 Mark Pafford 5,000.00

Fam Trust Checking xxxx3532 S10 5,000.00

10059/10059 874570 (8/15)

100591

Rev 2/14

CASH ONLY IF ALL CHECK SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OCCURRED

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
87-7065/2532

30265

03/04/2016

PAY TO THE ORDER OF Mark Palford

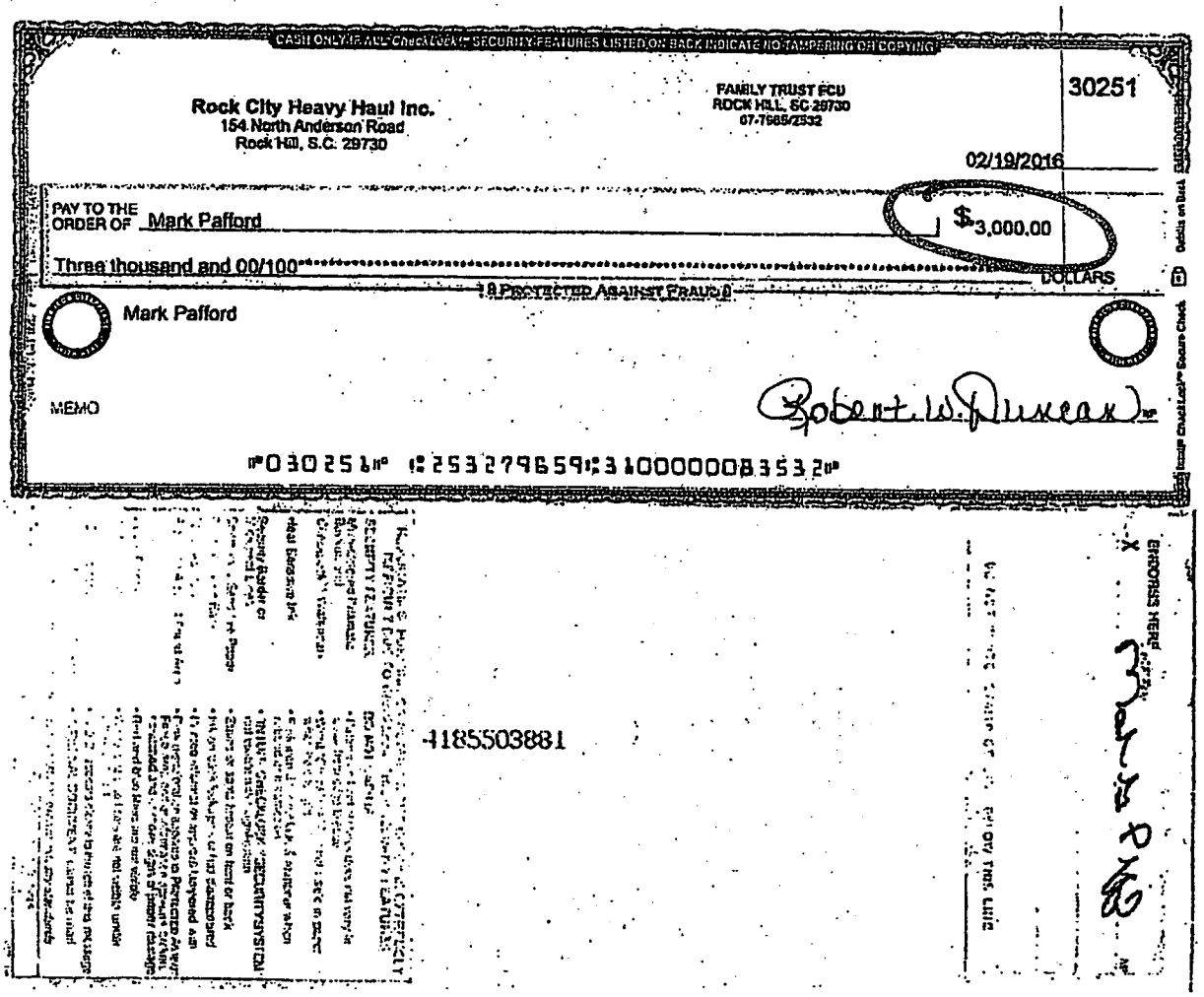
$ 3,000.00

Three thousand and 00/100 DOLLARS

Mark Palford

⑈030265⑈ ⑆253279659⑆ 3100000083532⑈

120



CASH ONLY IF ALL Check Lock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
07-7985/2532

30251

02/19/2016

PAY TO THE ORDER OF Mark Pafford $3,000.00

Three thousand and 00/100 DOLLARS

PROTECTED AGAINST FRAUD

Mark Pafford

MEMO

Robert W. Duncan

⑈030251⑈ ⑆253279659⑆310000008353 2⑈

P23

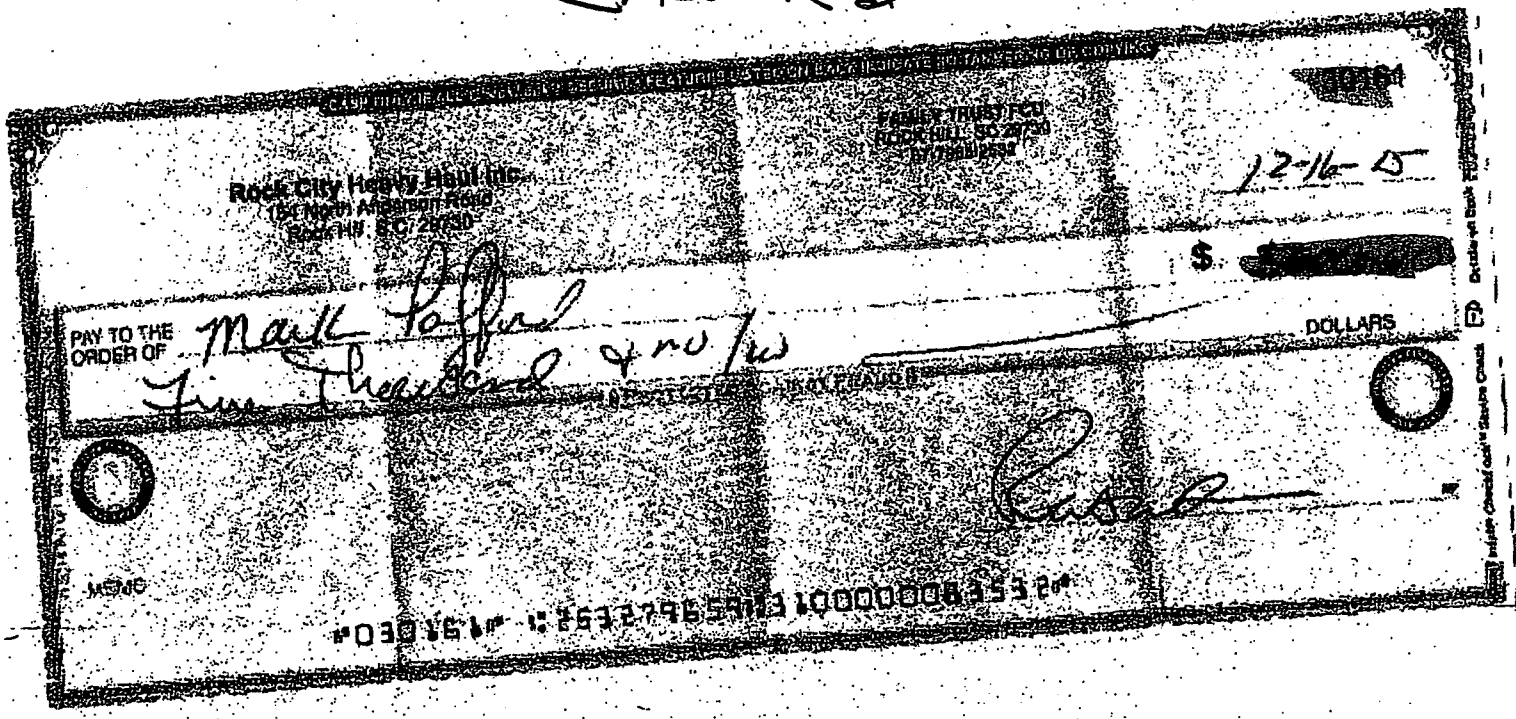
4185503881

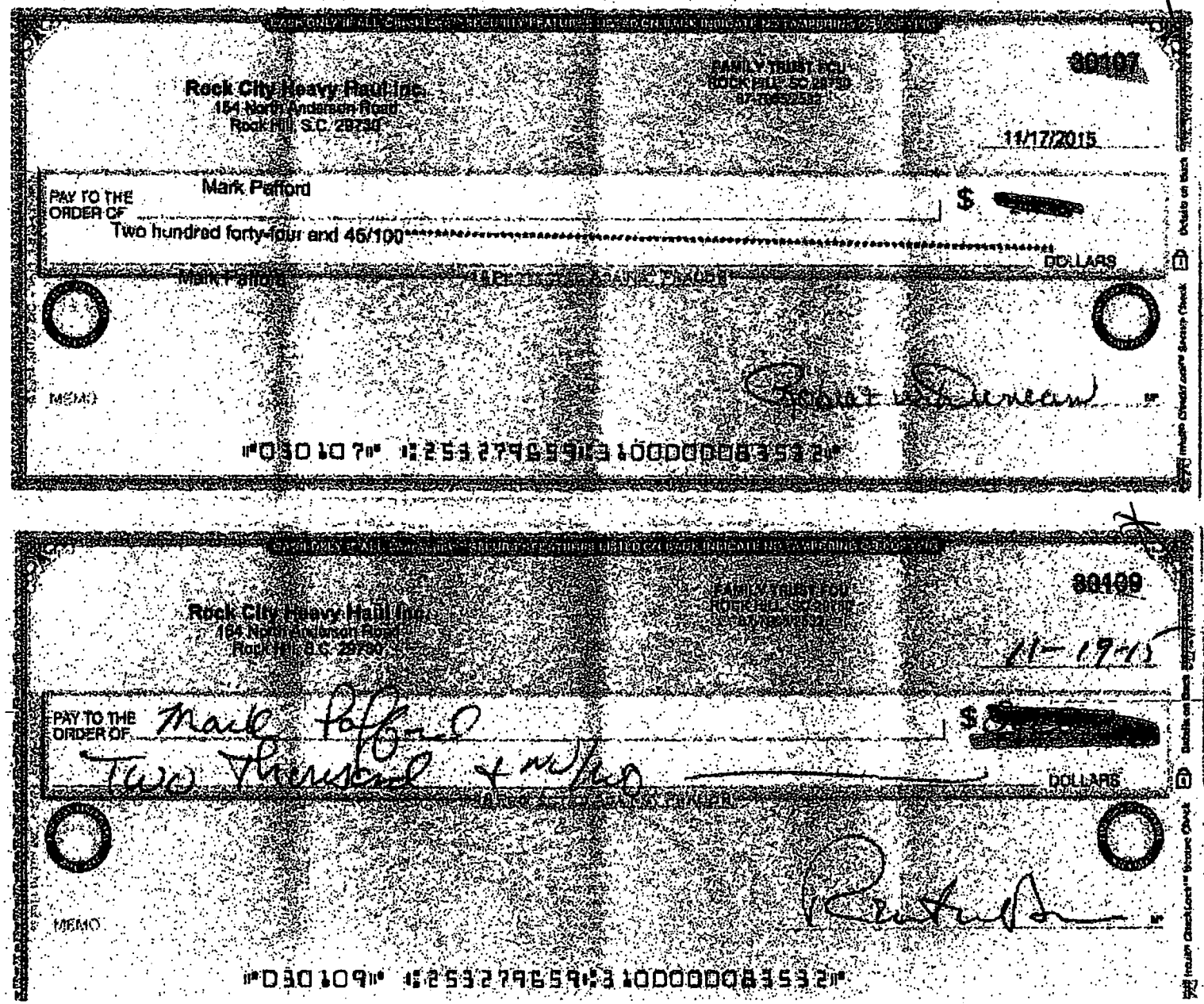
ENDORSE HERE

Mark Pafford

https://ob.familytrust.org/MyAccountsV2/PrintCheckImage/32457324?accountIdentifier=0aa3a5d6-71a3-40ea-0d74-a6dea64...

CASHED


Rock City Heavy Haul Inc.
12-16-05
PAY TO THE ORDER OF
DOLLARS
MEMO



Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730

30107

11/17/2015

PAY TO THE ORDER OF Mark Pafford $ [redacted]

Two hundred forty-four and 46/100 DOLLARS

Mark Pafford

MEMO

⑈030107⑈ ⑆253279659⑆3100000083532⑈

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730

30109

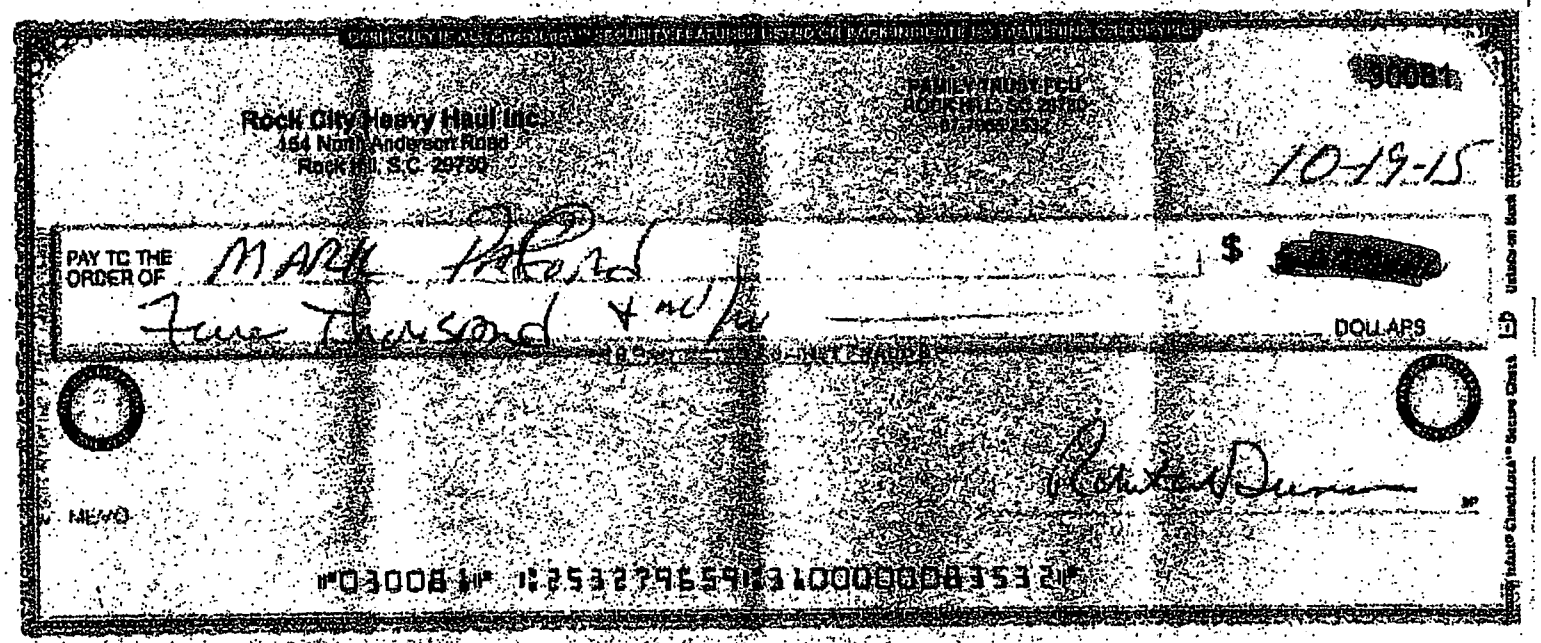
11-19-15

PAY TO THE ORDER OF Mark Pafford $ [redacted]

Two Thousand + no/100 DOLLARS

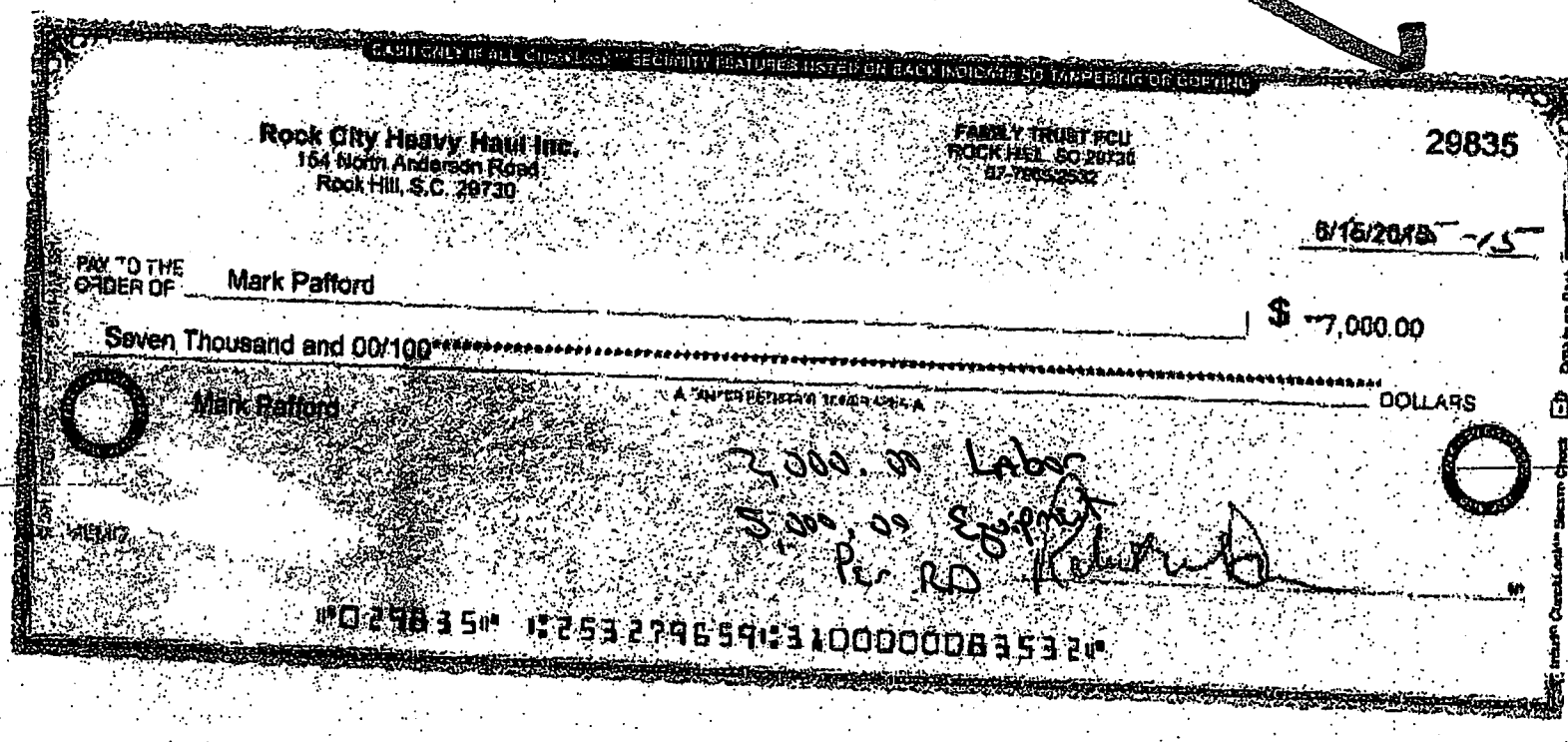
MEMO

⑈030109⑈ ⑆253279659⑆3100000083532⑈


Rock City Heavy Haul llc
164 North Anderson Road
Rock Hill, S.C. 29730
10-19-15
PAY TO THE ORDER OF
MARK
Four Thousand
DOLLARS
MEMO

CALLED
MP

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
07-7965/2532

29835

6/15/2015 -15

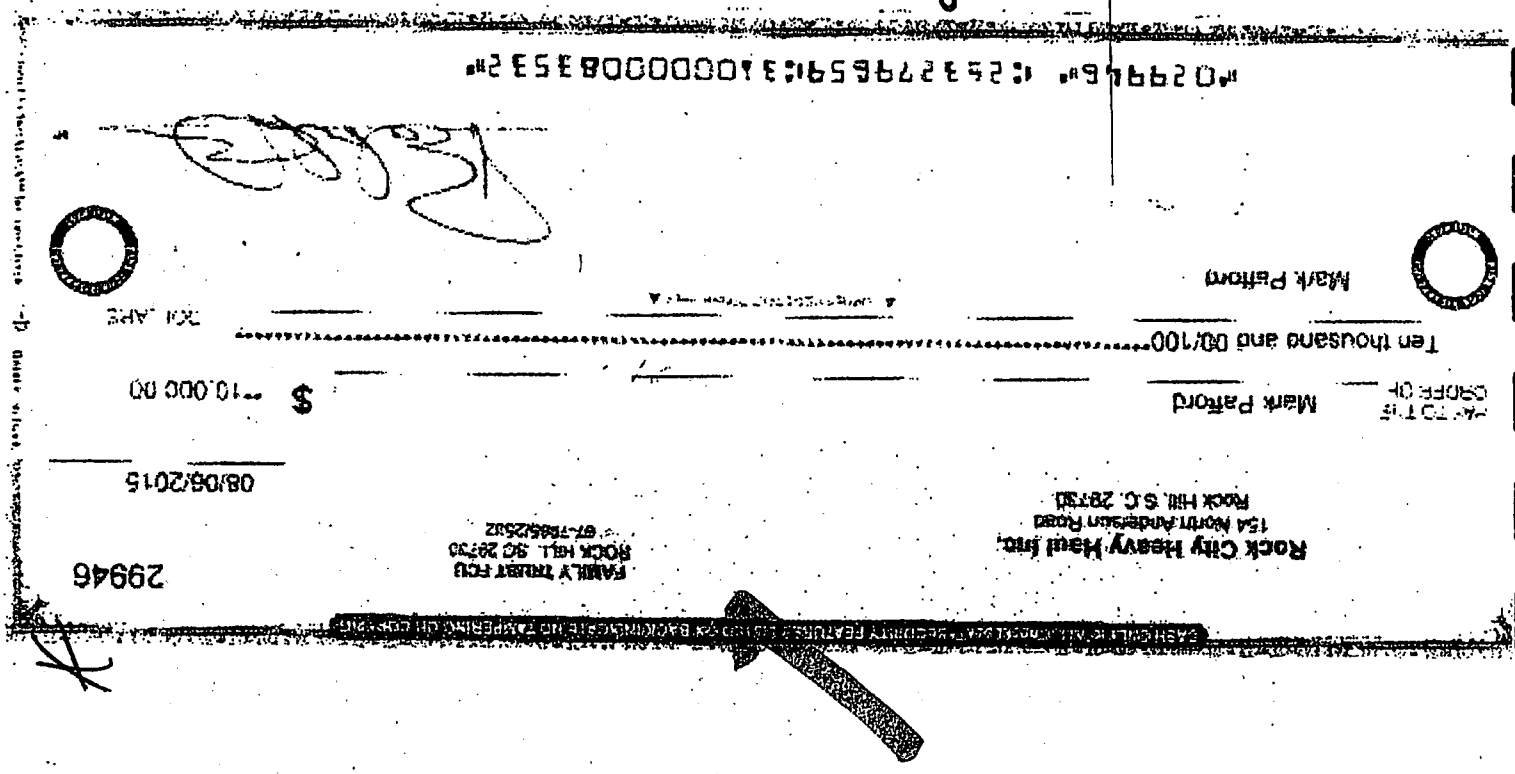
PAY TO THE ORDER OF Mark Pafford $ 7,000.00

Seven Thousand and 00/100********** DOLLARS

Mark Pafford

2,000.00 Labor
5,000.00 Equipment
Per RD

⑈029835⑈ ⑆253279659⑆310000083532⑈



Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7965/2532

29946

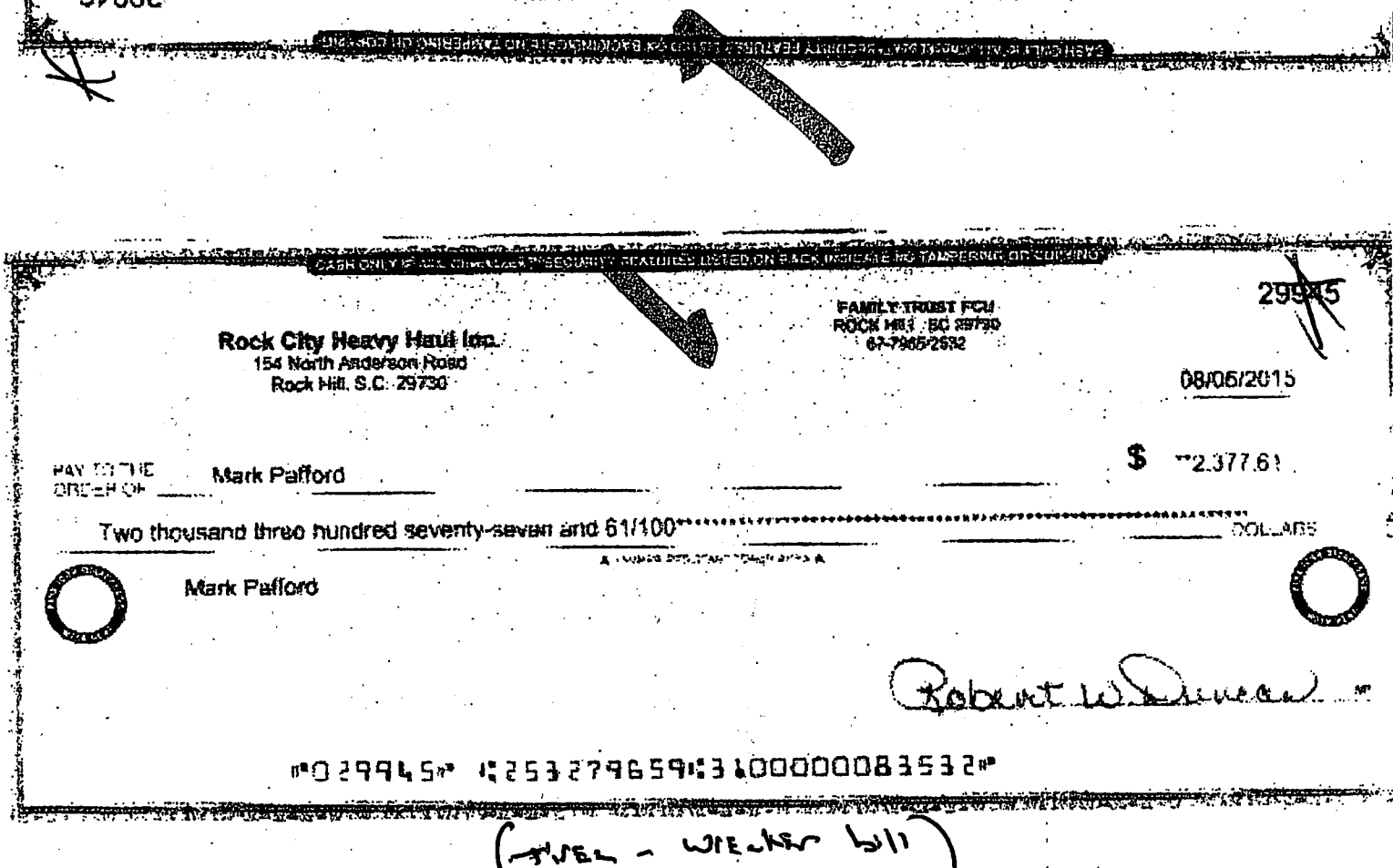
08/06/2015

PAY TO THE ORDER OF Mark Pafford $ **10,000.00

Ten thousand and 00/100**********

Mark Pafford

⑈029946⑈ ⑆253279659⑆3100000083532⑈



Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7965/2532

29945

08/06/2015

PAY TO THE ORDER OF Mark Pafford $ **2,377.61

Two thousand three hundred seventy-seven and 61/100**********

Mark Pafford

⑈029945⑈ ⑆253279659⑆3100000083532⑈

(Fuel - Wrecker bill)

Wells Fargo Bank
Transaction Receipt

Store #0000327.0 Deposit

Account Number	XXXXXX1048
CHK 00307	
Number of Checks	1
Total Checks Amount	$3,000.00
Total Deposit	$3,000.00

Deposit will be available:

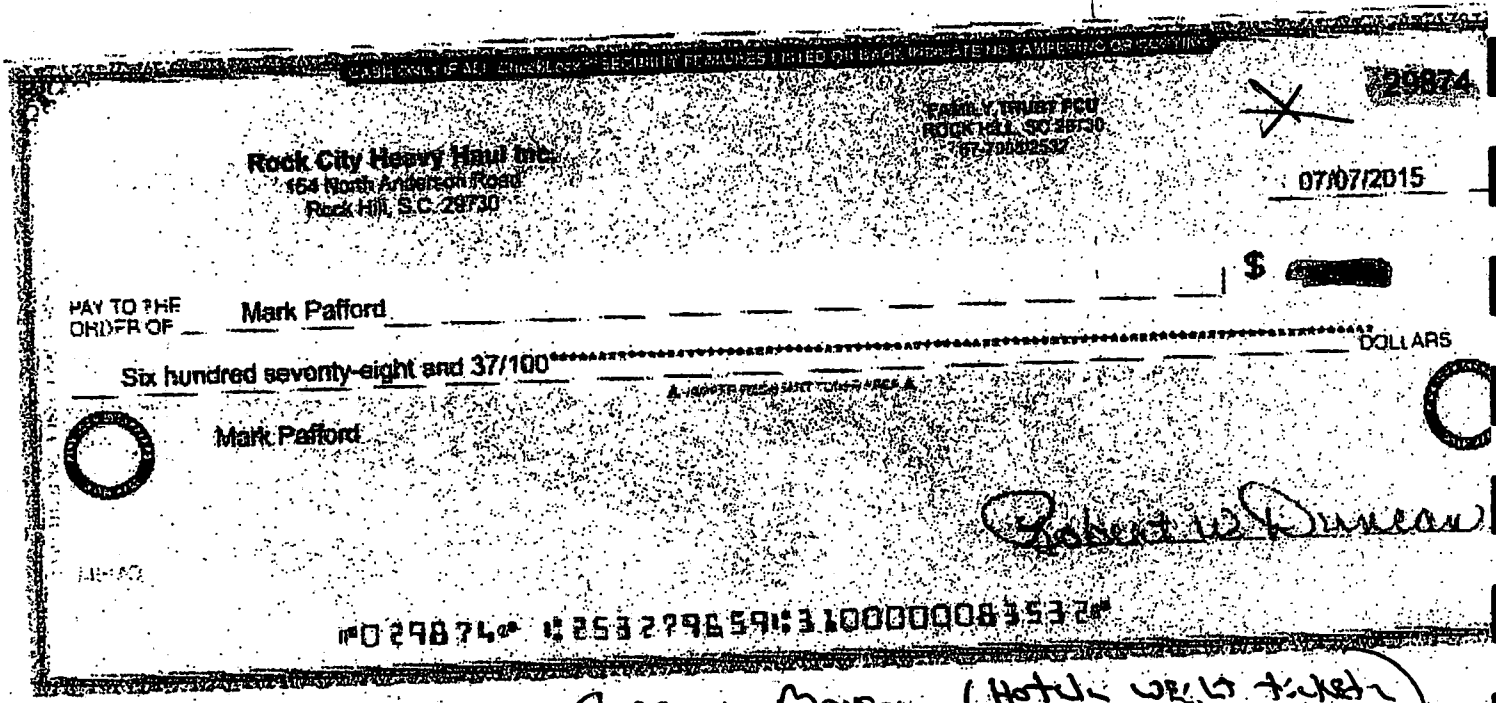
Date	Amount
07/17/2015	[redacted]
07/18/2015	[redacted]

Pg 1

Transaction # 144 0176
04:03PM 07/17/15
Deposit Credit Date: 07/17/15

Thank you, WHITNEY

CASH ONLY IF ALL CHECKS OVER SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR ROSTING



29874

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7000/2532

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

07/07/2015

PAY TO THE ORDER OF Mark Pafford $ [redacted]

Six hundred seventy-eight and 37/100********** DOLLARS

Mark Pafford

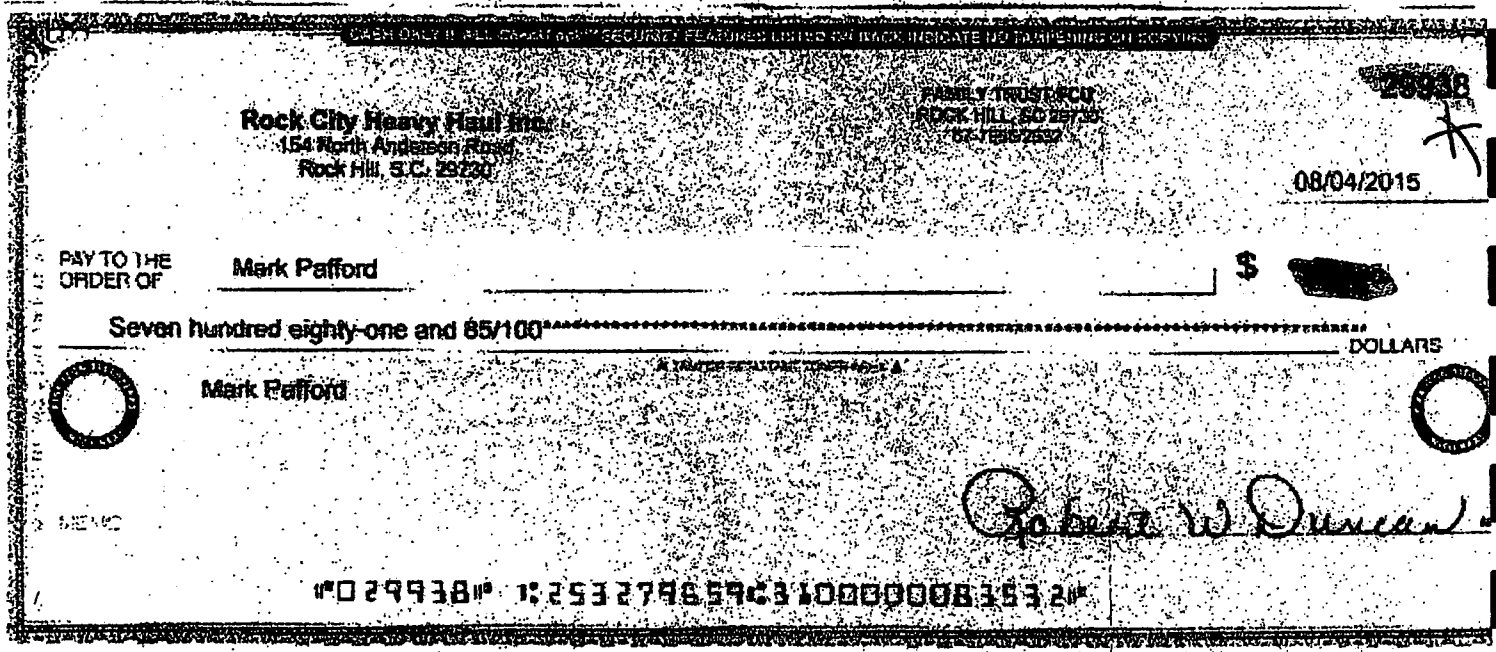
Robert W Duncan

MEMO

⑈029874⑈ ⑆253279659⑆310000008353 2⑈

Expense Money (Hotel weight tickets)

CASH ONLY IF ALL CHECKS OVER SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR ROSTING



29938

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7000/2532

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

08/04/2015

PAY TO THE ORDER OF Mark Pafford $ [redacted]

Seven hundred eighty-one and 85/100********** DOLLARS

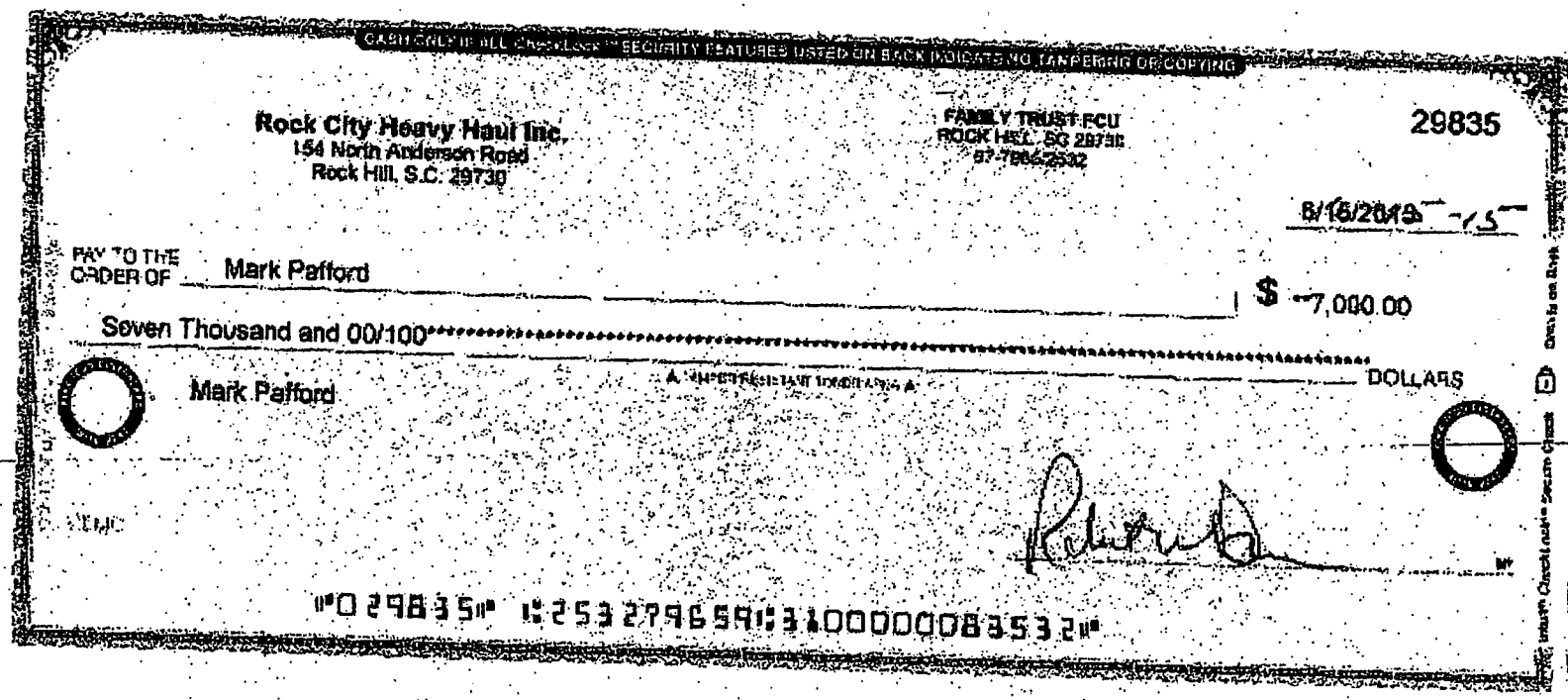
Mark Pafford

Robert W Duncan

MEMO

⑈029938⑈ ⑆253279659⑆310000008353 2⑈

Expense Money
(Hotel weight tickets)



Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730

29835

6/16/2019

PAY TO THE ORDER OF Mark Pafford

$ 7,000.00

Seven Thousand and 00/100 DOLLARS

Mark Pafford

⑈029835⑈ ⑆253279659⑆ 3400000083532⑈

⑈029946⑈ ⑆253279659⑆310000083532⑈

Mark Pafford

Ten thousand and 00/100********** DOLLARS

PAY TO THE ORDER OF Mark Pafford $ **10,000.00

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7965/2532

08/06/2015

29946

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

29945

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7965/2532

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

08/05/2015

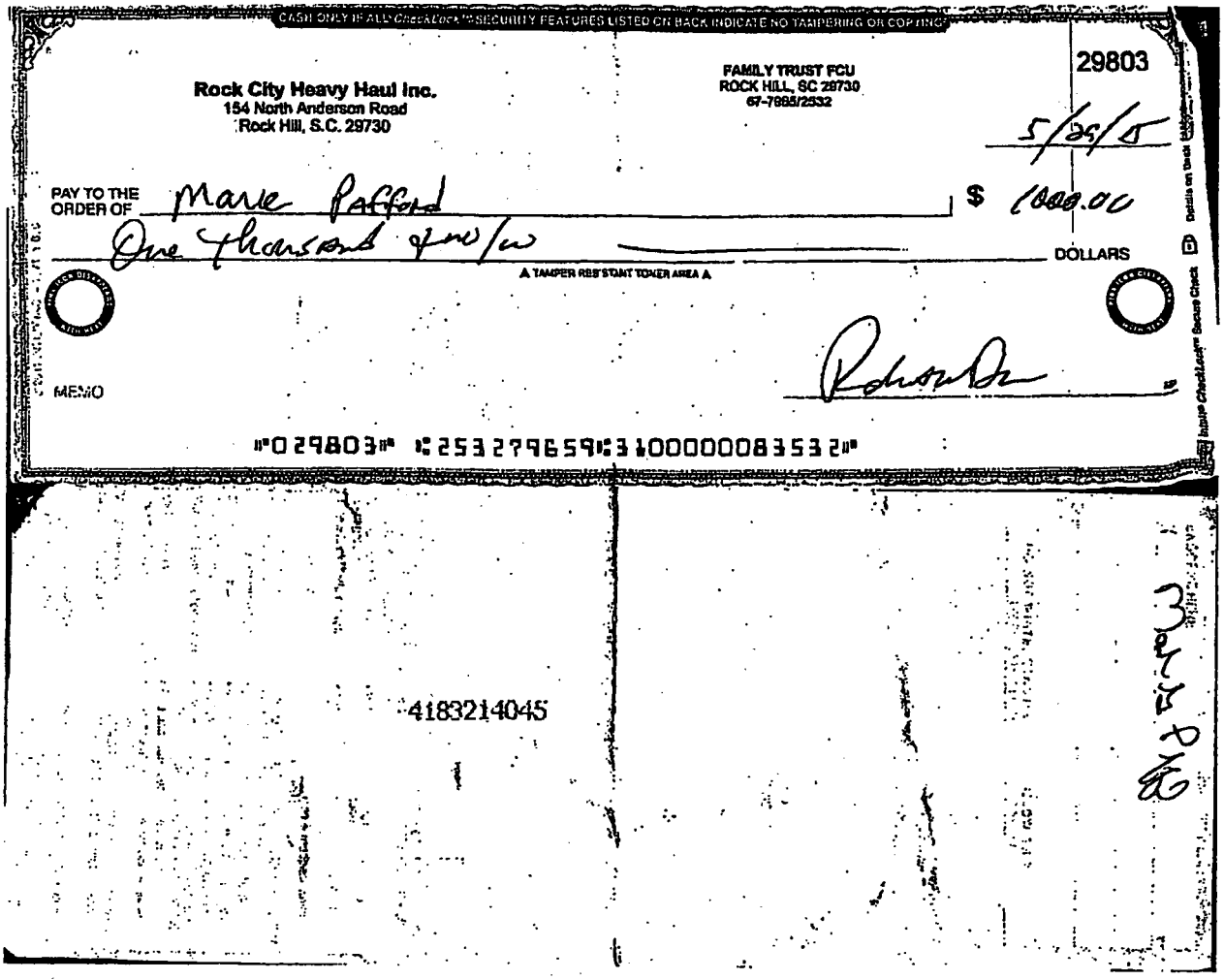
PAY TO THE ORDER OF Mark Pafford $ **2,377.61

Two thousand three hundred seventy-seven and 61/100********** DOLLARS

Mark Pafford

Robert W Duncan

⑈029945⑈ ⑆253279659⑆310000083532⑈



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7665/2532

29803

5/25/15

PAY TO THE ORDER OF Mark Pafford $ 1000.00

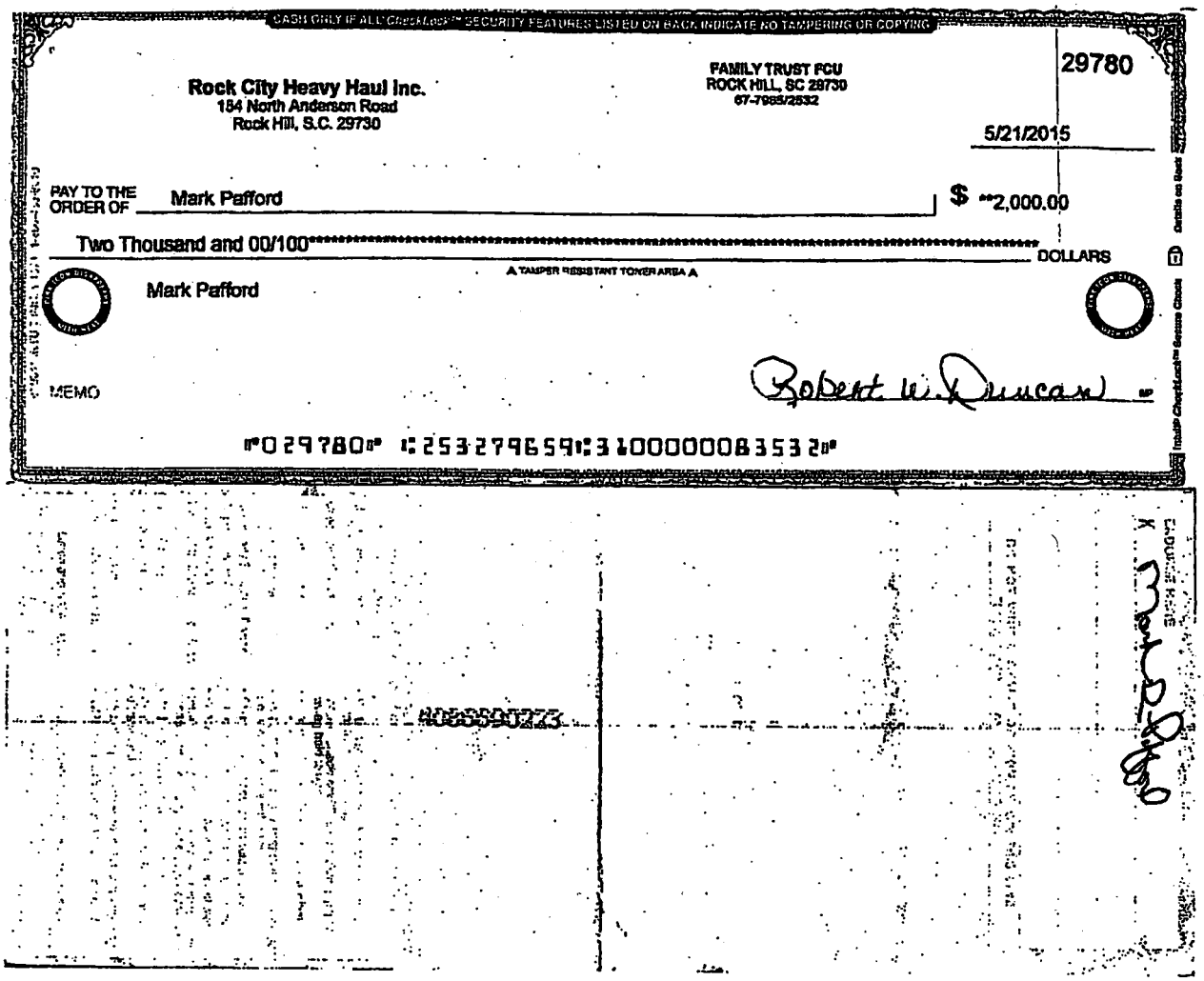
One thousand and 00/100 DOLLARS

A TAMPER RESISTANT TOKEN AREA A

MEMO

"029803" "253279659" 3100000083532"

4183214045



CASH ONLY IF ALL CHECK SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Rock City Heavy Haul Inc.
184 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
67-7985/2532

29780

5/21/2015

PAY TO THE ORDER OF Mark Pafford $ **2,000.00

Two Thousand and 00/100********** DOLLARS

A TAMPER RESISTANT TONER AREA A

Mark Pafford

MEMO

Robert W. Duncan

⑈029780⑈ ⑆253279659⑆ 3600000083532⑈

Rock City Heavy Haul Inc. 29729

Mark Pafford 5/1/2015

2,000.00

Fam Trust Checking x 2,000.00

Rock City Heavy Haul Inc. 29729

Mark Pafford 5/1/2015

2,000.00

Fam Trust Checking x 2,000.00

26088 651315 (10/13) 015711 Rev 11/11

Rock City Heavy Haul Inc. 29697

Mark Pafford 4/21/2015 2,000.00

Fam Trust Checking x 2,000.00

Rock City Heavy Haul Inc. 29697

Mark Pafford 4/21/2015 2,000.00

Fam Trust Checking x 2,000.00

26068 651315 (10/13) 015711 Rev 11/11

EXHIBIT "E"

Mark Parrott Wages
Start Date February 10, 2015
End Date April 30, 2017

Prepared by Debbie Carson

Contact Information 234-525-8728

Week Ending	Amount Earned	Amount Paid	Check Number	Amount Due	Expenses Paid	Check Number	Equipment Paid	Check Number
2/14/2015	$ 1,000.00	$ -		$ 1,000.00				
2/21/2015	$ 1,000.00	$ -		$ 1,000.00				
2/28/2015	$ 1,000.00	$ -		$ 1,000.00				
3/7/2015	$ 1,000.00	$ -		$ 1,000.00				
3/14/2015	$ 1,000.00	$ -		$ 1,000.00				
3/21/2015	$ 1,000.00	$ -		$ 1,000.00				
3/28/2015	$ 1,000.00	$ -		$ 1,000.00				
4/4/2015	$ 1,000.00	$ -		$ 1,000.00				
4/11/2015	$ 1,000.00	$ -		$ 1,000.00				
4/18/2015	$ 1,000.00	$ -		$ 1,000.00				
4/25/2015	$ 1,000.00	$ 2,000.00	29697	$ (1,000.00)				
5/2/2015	$ 1,000.00	$ 2,000.00	29729	$ (1,000.00)				
5/9/2015	$ 1,000.00	$ -		$ 1,000.00				
5/16/2015	$ 1,000.00	$ -		$ 1,000.00				
5/23/2015	$ 1,000.00	$ 2,000.00	29780	$ (1,000.00)				
5/30/2015	$ 1,000.00	$ 1,000.00	29803	$ -				
6/6/2015	$ 1,000.00	$ -		$ 1,000.00				
6/13/2015	$ 1,000.00	$ -		$ 1,000.00				
6/20/2015	$ 1,000.00	$ 2,000.00	29835	$ (1,000.00)			$ 5,000.00	29835
*6/27/2015	$ 1,500.00	$ 2,500.00	618781	$ (1,000.00)				
7/4/2015	$ 1,500.00	$ 2,500.00	61871	$ (1,000.00)				
7/11/2015	$ 1,500.00	$ -		$ 1,500.00	$ 678.37	29874		
7/18/2015	$ 1,500.00	$ 3,000.00	620178	$ (1,500.00)				
7/25/2015	$ 1,500.00	$ -		$ 1,500.00				
8/1/2015	$ 1,500.00	$ 3,000.00	CASH & 620712	$ (1,500.00)				
8/8/2015	$ 1,500.00	$ -		$ 1,500.00	$ 781.85	29938	$ 10,000.00	29946
8/15/2015	$ 1,500.00	$ -		$ 1,500.00	$2,377.61	29945		
8/22/2015	$ 1,500.00	$ -		$ 1,500.00				
8/29/2015	$ 1,500.00	$ 2,000.00	Gary Dep	$ (500.00)				
9/5/2015	$ 1,500.00	$ -		$ 1,500.00				
9/12/2015	$ 1,500.00	$ -		$ 1,500.00				
9/19/2015	$ 1,500.00	$ 1,000.00	Gary Dep	$ 500.00				
9/26/2015	$ 1,500.00	$ -		$ 1,500.00				
10/3/2015	$ 1,500.00	$ -		$ 1,500.00				
10/10/2015	$ 1,500.00	$ -		$ 1,500.00				
10/17/2015	$ 1,500.00	$ -		$ 1,500.00				
10/24/2015	$ 1,500.00	$ 5,000.00	30081	$ (3,500.00)				
10/31/2015	$ 1,500.00	$ -		$ 1,500.00				
11/7/2015	$ 1,500.00	$ -		$ 1,500.00				
11/14/2015	$ 1,500.00	$ -		$ 1,500.00				
11/21/2015	$ 1,500.00	$ 2,000.00	30109	$ (500.00)				
11/28/2015	$ 1,500.00	$ -		$ 1,500.00				
12/5/2015	$ 1,500.00	$ -		$ 1,500.00				
12/12/2015	$ 1,500.00	$ -		$ 1,500.00				
12/19/2015	$ 1,500.00	$ 5,000.00	30161	$ (3,500.00)				
12/26/2015	$ 1,500.00	$ -		$ 1,500.00				
Total 2015	$ 59,500.00	$ 35,000.00		$ 24,500.00	$3,837.83		$ 15,000.00	
1/2/2016	$ 1,500.00	$ -		$ 1,500.00				

Mark Pafford Wages

Start Date February 10, 2015

End Date April 30, 2017

Week Ending	Amount Earned	Amount Paid	Check Number	Amount Due	Expenses Paid	Check Number	Equipment Paid	Check Number
1/9/2016	$ 1,500.00	$ -		$ 1,500.00				
1/16/2016	$ 1,500.00	$ -		$ 1,500.00				
1/23/2016	$ 1,500.00	$ -		$ 1,500.00				
1/30/2016	$ 1,500.00	$ -		$ 1,500.00				
2/6/2016	$ 1,500.00	$ -		$ 1,500.00				
2/13/2016	$ 1,500.00	$ -		$ 1,500.00				
2/20/2016	$ 1,500.00	$ 3,000.00	30251	$ (1,500.00)				
2/27/2016	$ 1,500.00			$ 1,500.00				
3/5/2016	$ 1,500.00	$ 3,000.00	30265	$ (1,500.00)				
3/12/2016	$ 1,500.00	$ -		$ 1,500.00				
3/19/2016	$ 1,500.00	$ -		$ 1,500.00				
3/26/2016	$ 1,500.00	$ 5,000.00	30301	$ (3,500.00)	$ 671.42	30302		
4/2/2016	$ 1,500.00	$ -		$ 1,500.00				
4/9/2016	$ 1,500.00	$ -		$ 1,500.00				
4/16/2016	$ 1,500.00	$ -		$ 1,500.00				
4/23/2016	$ 1,500.00	$ 3,000.00	30356	$ (1,500.00)				
4/30/2016	$ 1,500.00	$ -		$ 1,500.00				
5/7/2016	$ 1,500.00	$ -		$ 1,500.00				
5/14/2016	$ 1,500.00	$ -		$ 1,500.00			$ 20,000.00	1018
5/21/2016	$ 1,500.00	$ -		$ 1,500.00				
5/28/2016	$ 1,500.00	$ -		$ 1,500.00				
6/4/2016	$ 1,500.00	$ -		$ 1,500.00				
6/11/2016	$ 1,500.00	$ -		$ 1,500.00				
6/18/2016	$ 1,500.00	$ -		$ 1,500.00				
6/25/2016	$ 1,500.00	$ 5,000.00	30421	$ (3,500.00)	$ 815.24	30420		
7/2/2016	$ 1,500.00	$ -		$ 1,500.00				
7/9/2016	$ 1,500.00	$ -		$ 1,500.00				
7/16/2016	$ 1,500.00	$ 3,000.00	30440	$ (1,500.00)				
7/23/2016	$ 1,500.00	$ -		$ 1,500.00				
7/30/2016	$ 1,500.00	$ -		$ 1,500.00			$ 5,000.00	1082
8/6/2016	$ 1,500.00	$ -		$ 1,500.00				
8/13/2016	$ 1,500.00	$ -		$ 1,500.00	$ 147.20	30461		
8/20/2016	$ 1,500.00	$ -		$ 1,500.00				
8/27/2016	$ 1,500.00	$ 4,000.00	30472	$ (2,500.00)	$ 194.00	30469	$ 4,000.00	30472
9/3/2016	$ 1,500.00	$ -		$ 1,500.00				
9/10/2016	$ 1,500.00	$ -		$ 1,500.00	$ 77.64	30478		
9/17/2016	$ 1,500.00	$ 3,000.00	30491	$ (1,500.00)			$ 10,000.00	CASH
9/24/2016	$ 1,500.00	$ -		$ 1,500.00				
10/1/2016	$ 1,500.00	$ -		$ 1,500.00				
10/8/2016	$ 1,500.00	$ -		$ 1,500.00				
10/15/2016	$ 1,500.00	$ 3,000.00	30507	$ (1,500.00)				
10/22/2016	$ 1,500.00	$ -		$ 1,500.00				
10/29/2016	$ 1,500.00	$ 2,000.00	1162	$ (500.00)				
11/5/2016	$ 1,500.00	$ -		$ 1,500.00				
11/12/2016	$ 1,500.00	$ -		$ 1,500.00				
11/19/2016	$ 1,500.00	$ -		$ 1,500.00				
11/26/2016	$ 1,500.00	$ -		$ 1,500.00				
12/3/2016	$ 1,500.00	$ 4,000.00	30551	$ (2,500.00)				
12/10/2016	$ 1,500.00	$ -		$ 1,500.00				
12/17/2016	$ 1,500.00	$ -		$ 1,500.00				
12/24/2016	$ 1,500.00	$ -		$ 1,500.00				
12/31/2016	$ 1,500.00	$ 4,000.00	30572	$ (2,500.00)				

Mark Parrott Wages
Start Date February 10, 2015
End Date April 30, 2017

Week Ending	Amount Earned	Amount Paid	Check Number	Amount Due	Expenses Paid	Check Number	Equipment Paid	Check Number
Total 2016	$ 79,500.00	$ 42,000.00		$ 37,500.00	$1,905.50		$ 39,000.00	
1/7/2017	$ 1,500.00	$ -		$ 1,500.00				
1/14/2017	$ 1,500.00	$ -		$ 1,500.00				
1/21/2017	$ 1,500.00	$ 4,000.00	1348	$ (2,500.00)				
1/28/2017	$ 1,500.00	$ -		$ 1,500.00				
2/4/2017	$ 1,500.00	$ -		$ 1,500.00				
2/11/2017	$ 1,500.00	$ -		$ 1,500.00				
2/18/2017	$ 1,500.00	$ -		$ 1,500.00				
2/25/2017	$ 1,500.00	$ 3,000.00	1301	$ (1,500.00)				
3/4/2017	$ 1,500.00	$ 2,000.00	92764363	$ (500.00)				
3/11/2017	$ 1,500.00	$ -		$ 1,500.00				
3/18/2017	$ 1,500.00	$ -		$ 1,500.00				
3/25/2017	$ 1,500.00	$ -		$ 1,500.00				
4/1/2017	$ 1,500.00	$ -		$ 1,500.00				
4/8/2017	$ 1,500.00	$ -		$ 1,500.00				
4/15/2017	$ 1,500.00	$ 4,000.00	30610	$ (2,500.00)			$ 4,000.00	30614
Total 2017	$ 22,500.00	$ 13,000.00		$ 9,500.00	$ -		$ 4,000.00	
Total 2015-2017	$161,500.00	$ 90,000.00		$ 71,500.00	$5,743.33		$ 58,000.00	

	Wage Due	Equipment Agreement	Equipment Paid	Equipment Due
Total Amount Due	$ 71,500.00	$95,000.00	$58,000.00	$37,000.00

Total Wages & Equipment Due **$ 108,500.00**

Total Wages Due	$ 161,500.00	**Total Equipment**	$ 95,000.00
If all payments were applied to Wages	$ 148,000.00	**Apply all Payments**	$ 148,000.00
Balance of Wages Due	$ 13,500.00	**Balance Equipment**	$ (53,000.00)
Equipment Agreement	$ 95,000.00	**Total Wages Due**	$ 161,500.00
Total Amount Due	**$ 108,500.00**	**Total Amount Due**	**$ 108,500.00**

STATE OF SOUTH CAROLINA]	IN THE COURT OF COMMON PLEAS
]	
COUNTY OF YORK]	SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD,]	
]	
Plaintiff,]	CERTIFICATE OF SERVICE
v.]	
]	
ROBERT WAYNE DUNCAN, Jr.,]	C.A. No. 2017-CP-46-02487
]	
Defendant.]	
]	

The undersigned certifies that he has served the following pleadings or documents in the above-captioned and numbered civil action:

Notice and Motion to Strike Answer, for Summary Judgment and in the alternative, to Amend, pursuant to Rules 12(f), 15(a), 56(a), S.C.R.C.P., with attachments; and
This Certificate of Service

by depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the clerk of the Court, and with a copy also directed to the respective last known address(es) of those attorney(s) and/or persons set out below; or

by hand delivering copies of the same to the following persons, or by leaving the same at that person's office with that person's clerk or some other person in charge thereof, or by leaving it in a conspicuous place therein; of if the office was closed or the person to be served has no office, by leaving a copy at that person's dwelling place or usual place of abode with some person of suitable age and discretion then residing therein, all pursuant to Rule 6(b), S.C.R.C.P.

Stephen D. Schusterman
Attorney for Defendant
P.O. Box 4211
Rock Hill, South Carolina29731

FILED-RECEIVED
2017 DEC 11 AM 8:19
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina29730

Post Office Box 106
Rock Hill, South Carolina29731-6106

(803) 324-8100
(803) 324-8109: Fax
jmfoster@comporium.net

December 6, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
	]	
MARK GILES PAFFORD,	]	
	]	
Plaintiff,	]	CERTIFICATE OF SERVICE
v.	]	
	]	
ROBERT WAYNE DUNCAN, Jr.,	]	C.A. No. 2017-CP-46-02487
	]	
Defendant.	]	

The undersigned certifies that he has served the following pleadings or documents in the above-captioned and numbered civil action:

Notice and Motion to Strike Answer, for Summary Judgment and in the alternative, to Amend, pursuant to Rules 12(f), 15(a), 56(a), S.C.R.C.P., with attachments; and
This Certificate of Service

by depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the clerk of the Court, and with a copy also directed to the respective last known address(es) of those attorney(s) and/or persons set out below; or

by hand delivering copies of the same to the following persons, or by leaving the same at that person's office with that person's clerk or some other person in charge thereof, or by leaving it in a conspicuous place therein; of if the office was closed or the person to be served has no office, by leaving a copy at that person's dwelling place or usual place of abode with some person of suitable age and discretion then residing therein, all pursuant to Rule 6(b), S.C.R.C.P.

Stephen D. Schusterman
Attorney for Defendant
P.O. Box 4211
Rock Hill, South Carolina29731

FILED-RECEIVED
2017 DEC 11 AM 8:19
DAVID HAMILTON
C.C.C.P.&G.S.
YORK COUNTY, SC

John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina29730

Post Office Box 106
Rock Hill, South Carolina29731-6106

(803) 324-8100
(803) 324-8109: Fax
jmfoster@comporium.net

December 6, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF YORK Mark Giles Pafford Plaintiff vs. Robert Wayne Duncan, Jr. Defendant.	)	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT Case No: 2017 CP 46-2487 AFFIDAVIT OF ROBERT WAYNE DUNCAN, JR.

FILED-RECEIVED
2018 JAN 16 PM 3:12
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

PERSONALLY APPEARED before me Robert Wayne Duncan, Jr, who being duly sworn and deposed says that he is the Defendant in the foregoing action and that the facts set forth in this Affidavit are true and based on his own knowledge.

In 2015, Avrid Reitter asked me if I was in the market to purchase a truck and trailers for $85,000.00 and introduced me to Mr. Pafford. Prior to this date, I never met Mr. Pafford, but the cost of the equipment he was offering for me to purchase was fair so I agreed. He stated he would be getting two more attachments that he could sell me for $10,000.00 and I said I was interested in purchasing the attachments as well. Mr. Pafford never brought me the attachments. When we agreed that I would purchase the equipment, there was never a set amount that would be paid or when the payments would end. We simply agreed that I would pay him for the equipment.

Additionally, Mr. Pafford also asked whether I could give him a job because he needed work. I decided to allow Mr. Pafford to work as an independent contractor. He would be a driver and I would pay him $1,000.00 per week. This was not the ideal situation because due to

his background he was not permitted to enter any military installations and that is where most of my work was performed. Mr. Pafford worked as an independent contractor from February, 2015 until April, 2017. While he worked for me I also made payments to him on the equipment (See attached Exhibits). Additionally, Mr. Pafford asked if he could bring two of his personal vehicles into my body shop to be worked on and we agreed that the cost of the repairs would be deducted from his pay.

Subsequent to my purchase, I discovered that one of the trailers that I had purchased and was in my possession was reported stolen years prior and Mr. Pafford reported it to his insurance company and I assume he was ultimately paid for the trailer by the insurance company. After learning of this and Mr. Pafford had not given me the titles to the truck and trailers I was very suspicious . When I asked about the title to the truck, he showed it to me and it was titled in a female's name. I confronted Mr. Pafford about the lack of titles and the stolen trailer because I was beginning to think that the equipment that he sold me was stolen. Soon thereafter, the truck and trailer disappeared and I was informed by Mr. Pafford that he had repossessed them for non-payment. I was absolutely shocked because I had been paying for these items regularly. I have paid Mr. Pafford $169,000.000 since I met him and he had no right to remove these items off my property. I believe he took these items because I confronted him about them being stolen and told him I was going to check with the police department.

I was able to locate the trailer in Chester County and I went and retrieved it. The truck had a GPS on it and it was showing it was parked on Mr. Paffords' property. I spoke to Mr. Pafford and I brought him $5,000.00 in cash and he gave me the truck back. I parked it at my home. Approximately two weeks later, Mr. Pafford entered my property, broke into my garage and stole the truck. He did approximately $15,000.00 worth of damage which has not yet been

repaired. He drove my truck through my garage door which cost over $5,000.00 to repair. (See attached exhibit). Mr. Pafford was ultimately arrested for damage to property and trespassing. After his arrest, Mr. Pafford was lurking at the fence at my business. I walked over and saw that he had something in his hand and then ran up the train tracks as I approached. I called the Sheriff's Department and reported it because part of his bond conditions was that he was not enter my business or home property. He was arrested again for trespassing.

I have sat down with Mr. Pafford in my office and we have gone over all the payments that I have made to him. He agreed that he had been paid in full. I do not believe that Mr. Pafford will ever accept that he has been paid so he can continuously extort money from me or take the equipment back from me and re-sell it to someone else.

Robert Wayne Duncan, Jr.

Subscribed to and sworn to
before me this 16th day of January, 2018

Notary Public for South Carolina
My Commission expires: 3/4/24

Rock City Heavy Haul, Inc.

Fam Trust Checking xxxx3532 S10 Ending Balance: $16,038.43

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Stat	Balance
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursment		$20.75			R	n/a
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursment		$346.69		201915	R	n/a
03/27/2015	29614	Check	Mark Pafford	Equipment		$773.46			R	n/a
04/21/2015	29697	Check	Mark Pafford	Purchased Equipment		$2,000.00			R	n/a
05/01/2015	29729	Check	Mark Pafford	Equipment		$2,000.00			R	n/a
05/05/2015	29735	Check	Mark Pafford	Equipment		$494.87			R	n/a
05/21/2015	29780	Check	Mark Pafford	Equipment		$2,000.00			R	n/a
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursment	Expense	$138.34		202020	R	n/a
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	$1,000.00			R	n/a
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	$7,000.00			R	n/a
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursment		$492.09			R	n/a
06/29/2015	Debit	Check	Mark Pafford	Permits and Escorts	purchased equipment	$2,500.00			R	n/a
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursment		$678.37			R	n/a
07/14/2015	Debit	Check	Mark Pafford	Purchased Equipment		$3,000.00			R	n/a
07/16/2015	29891	Check	Mark Pafford	petty cash		$1,000.00			R	n/a
07/28/2015	Debit	Check	Mark Pafford	Purchased Equipment	Mark Pafford	$2,000.00			R	n/a
08/04/2015	29938	Check	Mark Pafford	Expense Reimbursment		$781.85		202098	R	n/a
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursment		$2,377.61		truck 52	R	n/a
08/06/2015	29946	Check	Mark Pafford	Equipment		$10,000.00			R	n/a
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE		$1,000.00			R	n/a
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement		$2,956.95			R	n/a
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursment		$244.45			R	n/a
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE		$2,000.00			R	n/a
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement		$489.61			R	n/a
02/19/2016	30250	Check	Mark Pafford	EQUIPMENT PURCHASE		$3,000.00			R	n/a
02/19/2016	30252	Check	Mark Pafford	Expense Reimbursement		$288.54			R	n/a
03/04/2016	30265	Check	Mark Pafford	Purchases		$3,000.00			R	n/a
03/24/2016	30301	Check	Mark Pafford	Expense Reimbursement		$671.42			R	n/a
03/24/2016	30302	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
04/22/2016	30356	Check	Mark Pafford	EQUIPMENT PURCHASE		$3,000.00			R	n/a
06/20/2016	30420	Check	Mark Pafford	Expense Reimbursement		$815.24			R	n/a
06/20/2016	30421	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
07/12/2016	30440	Check	Mark Pafford	EQUIPMENT PURCHASE		$3,000.00			R	n/a

EFS

1104 [redacted] Dr., Suite 600
Ogden, UT 84403

CHECK NUMBER 837493668
66-156/531
DATE 9-23-15

PAY TO THE ORDER OF Mark Pafford

THE SUM OF One Thousand five hundred U.S. DOLLARS $ 1500.00

DRIVER'S LICENSE Number State

MONEYCODE 140672 3541009 000

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE

This draft is not valid and will not be honored without obtaining an authorization code from EFS. To authorize, key the MoneyCode into the POS terminal or go to:
www.efsllc.com
tel: 801-624-4690 tel: 800-405-5601
Draft only honored with valid authorization code and when properly completed and identification verified prior to cashing.

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

SECURITY FEATURES INCLUDED DETAILS ON BACK

VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493668⑈ ⑆053101561⑆ 801801413 7⑈

EFS

1104 Country Hills Dr., Suite 600
Ogden, UT 84403

CHECK NUMBER 837493659
66-156/531
DATE 9-23-15

PAY TO THE ORDER OF Mark Pafford

THE SUM OF One Thousand five hundred U.S. DOLLARS $ 1500.00

DRIVER'S LICENSE Number State

MONEYCODE 140672 3541009 000

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE

This draft is not valid and will not be honored without obtaining an authorization code from EFS. To authorize, key the MoneyCode into the POS terminal or go to:
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Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

SECURITY FEATURES INCLUDED DETAILS ON BACK

VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493659⑈ ⑆053101561⑆ 801801413 7⑈

EFS

1104 Country Hills Dr., Suite 600
Ogden, UT 84403

CHECK NUMBER 837493677
66-156/531
DATE 9-23-15

PAY TO THE ORDER OF Mark Pafford

THE SUM OF One Thousand ;00/100 U.S. DOLLARS $ 1,000.00

DRIVER'S LICENSE Number State

MONEYCODE 140672-363681 000

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE

This draft is not valid and will not be honored without obtaining an authorization code from EFS. To authorize, key the MoneyCode into the POS terminal or go to:
www.efsllc.com
tel: 801-624-4690 tel: 800-405-5601
Draft only honored with valid authorization code and when properly completed and identification verified prior to cashing.

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Chapel Hill, NC
Issued by Electronic Funds Source LLC

SECURITY FEATURES INCLUDED DETAILS ON BACK

VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493677⑈ ⑆053101561⑆ 801801413 7⑈

Ogden, UT 84403

PAY TO THE ORDER OF Mark Pafford

THE SUM OF One thousand five hundred 00/100 U.S. DOLLARS $ 1500.00

DRIVER'S LICENSE Number State

MONEYCODE 140672 3885081-000

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AUTHORIZATION CODE 149303

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www.efsllc.com

tel: 801-624-4690 tel: 800-405-560

Draft only honored with valid authorization code and wher properly completed and identification verified prior to cashir

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493326⑈ ⑆053101561⑆ 8018014137⑈

EFS

1104 Country Hills Dr., Suite 600
Ogden, UT 84403

CHECK NUMBER 66-156/531 83749331

DATE 9-29-15

PAY TO THE ORDER OF Mark Pafford

THE SUM OF One thousand five hundred 00/100 U.S. DOLLARS $ 1500.00

DRIVER'S LICENSE Number State

MONEYCODE 140672 3920958 000

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE 149125

This draft is not valid and will not be honored without obtai an authorization code from EFS. To authorize, key the MoneyCode into the POS terminal or go to:

www.efsllc.com

tel: 801-624-4690 tel: 800-405-56

Draft only honored with valid authorization code and wi properly completed and identification verified prior to cas

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493317⑈ ⑆053101561⑆ 8018014137⑈

EFS

1104 Country Hills Dr., Suite 600
Ogden, UT 84403

CHECK NUMBER 66-156/531 8374933C

DATE 9-28-15

PAY TO THE ORDER OF Mark Pafford

THE SUM OF One thousand 00/100 U.S. DOLLARS $ 1000.00

DRIVER'S LICENSE Number State

MONEYCODE 140672 4028589 000

Do not accept without obtaining authorization directly from EFS

AUTHORIZATION CODE 148491

This draft is not valid and will not be honored without obt an authorization code from EFS. To authorize, key t MoneyCode into the POS terminal or go to:

www.efsllc.com

tel: 801-624-4690 tel: 800-405-5

Draft only honored with valid authorization code and properly completed and identification verified prior to c

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

VALID FOR 30 DAYS AFTER AUTHORIZATION

⑈837493308⑈ ⑆053101561⑆ 8018014137⑈

EFS electronic[SM] funds source

HOME ACTIONS REPORTS VIRTUAL MASTERCARD LINKS

Electronic Cash Retrieval

Processing Please Wait. This may take a few minutes.
PLEASE DO NOT HIT THE BACK OR REFRESH BUTTON.

ECR Confirmation

(Issuer)Account Number	140672
Branch Number	000099
Transaction Number	3920958-000
** MoneyCode	**140672 3920958 000**** Give This Number To Driver
** Transaction Amount:	**1500.00**
Unit Number	**52**
Payee	**mark pafford**
Explanation	
Waybill #	
Product	**Cash Advance**
Repair Order	
General Ledger	

4000.00

EFS electronic funds source

HOME ACTIONS REPORTS VIRTUAL MASTERCARD LINKS

Electronic Cash Retrieval

Processing Please Wait. This may take a few minutes.
PLEASE DO NOT HIT THE BACK OR REFRESH BUTTON.

ECR Confirmation

(Issuer)Account Number	140672
Branch Number	000099
Transaction Number	3885081-000
** MoneyCode	140672 3885081 000** Give This Number To Driver
** Transaction Amount:	1500.00
Unit Number	52
Payee	mark pafford
Explanation	
Waybill #	
Product	Cash Advance
Repair Order	
General Ledger	

Replacement Checks

EFS electronic funds source SM

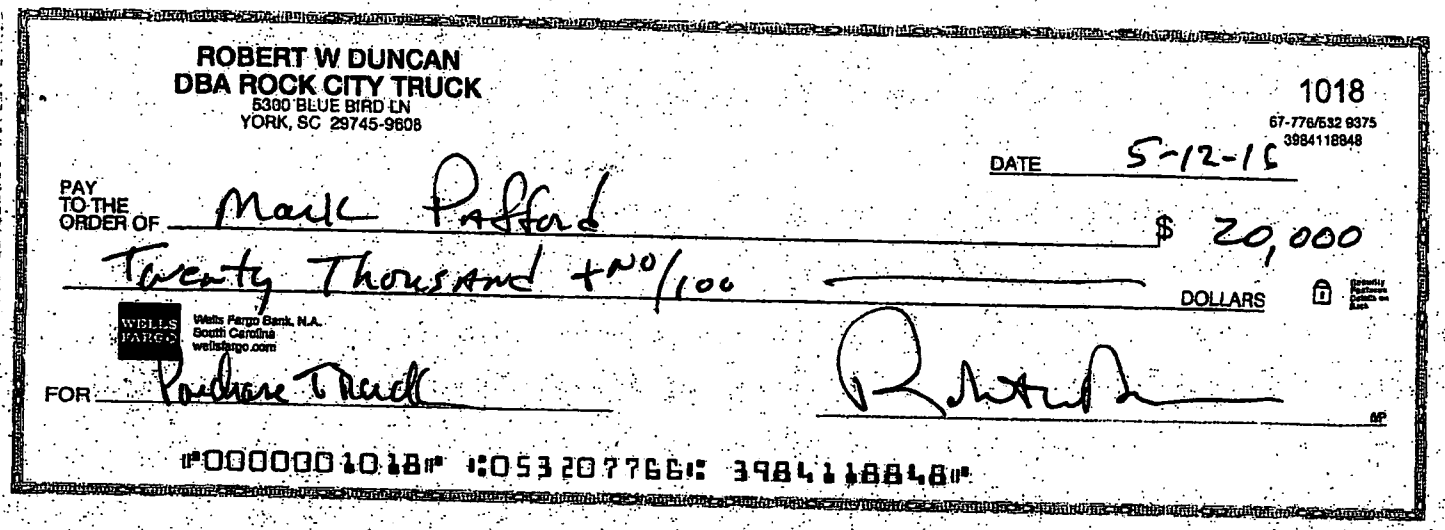
HOME ACTIONS REPORTS VIRTUAL MASTERCARD LINKS

Electronic Cash Retrieval

Processing Please Wait. This may take a few minutes.
PLEASE DO NOT HIT THE BACK OR REFRESH BUTTON.

ECR Confirmation

(Issuer)Account Number	140672
Branch Number	000099
Transaction Number	4028589-000
** MoneyCode	**140672 4028589 000**** Give This Number To Driver
** Transaction Amount:	**1000.00**
Unit Number	**52**
Payee	**mark pafford**
Explanation	
Waybill #	
Product	**Cash Advance**
Repair Order	
General Ledger	



ROBERT W DUNCAN
DBA ROCK CITY TRUCK
5300 BLUE BIRD LN
YORK, SC 29745-9608

1018

67-776/532 9375
3984118848

DATE 5-12-15

PAY TO THE ORDER OF Mark Pafford $ 20,000

Twenty Thousand +NO/100 DOLLARS

WELLS FARGO Wells Fargo Bank, N.A.
South Carolina
wellsfargo.com

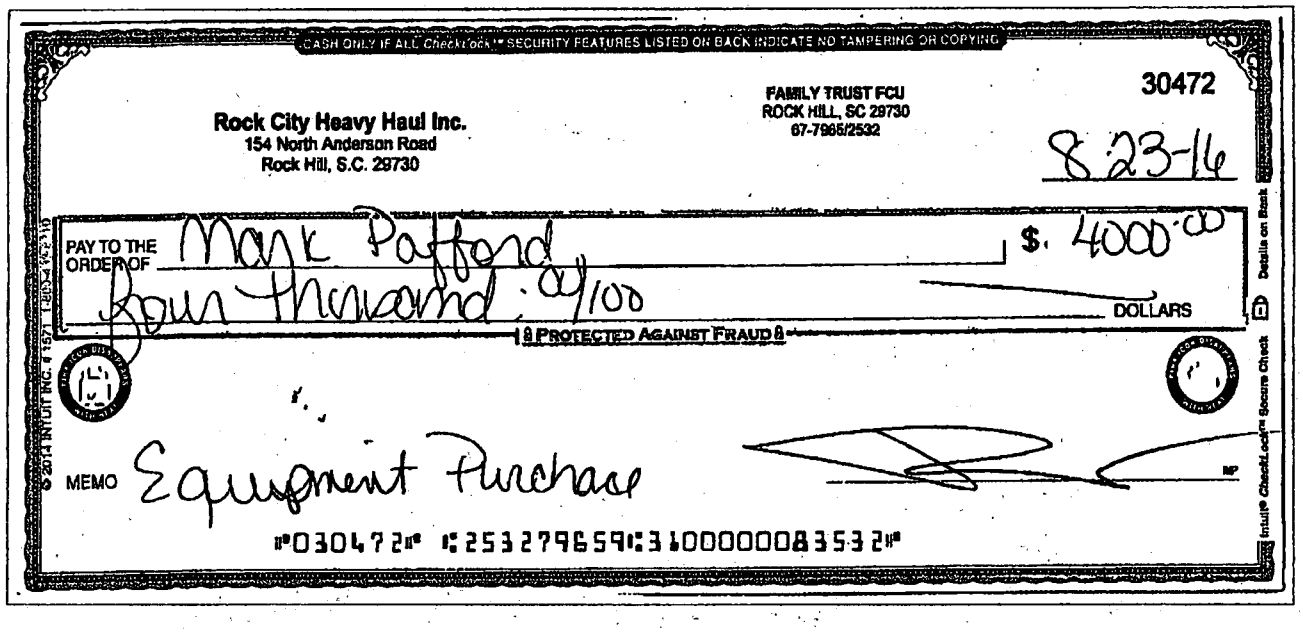
FOR Purchase Truck

MP

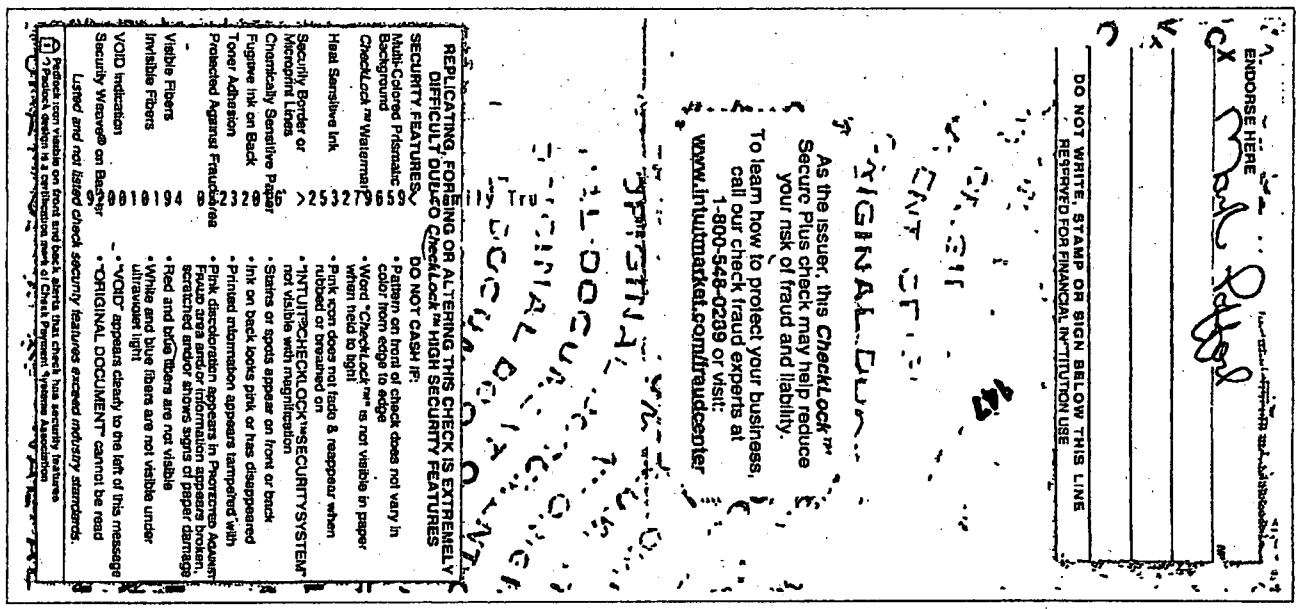
⑈000001018⑈ ⑆053207766⑆ 3984118848⑈

View Check: #030472 Amount: $4,000.00 Date: 8/23/2016 Print Check

Check Front



Check Back



9-16-2016

Rock City Heavy Haul
154 N Anderson Road
Rock Hill SC 29745
803-324-4125

RE: Payment received

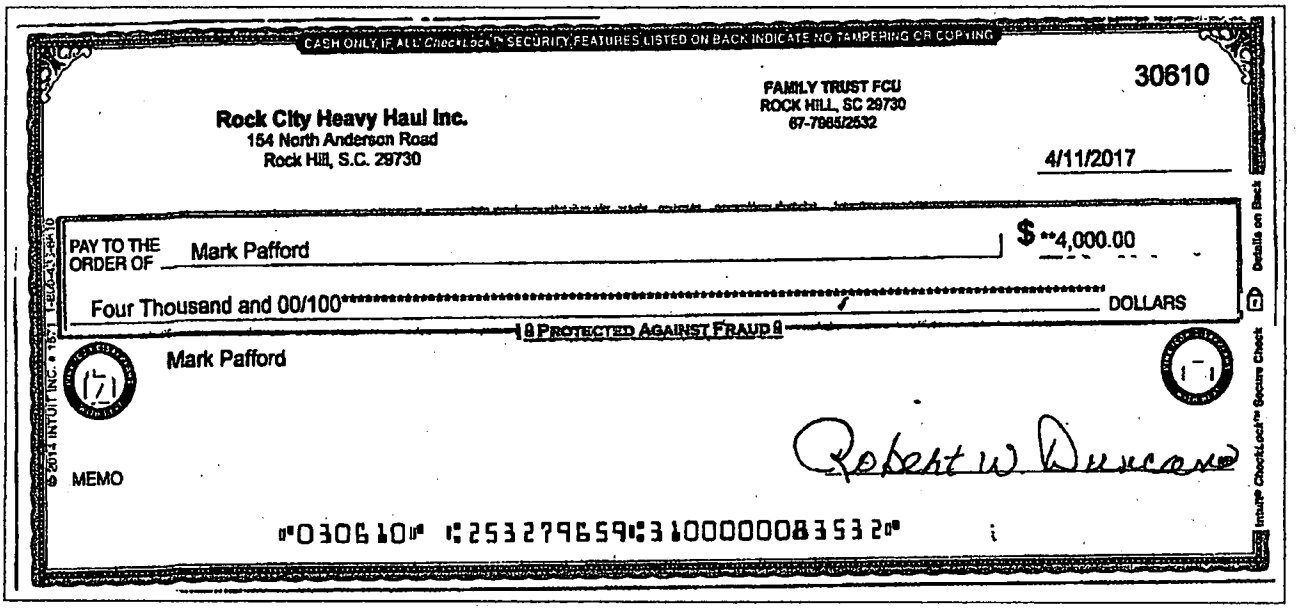
I, Mark Pafford, have received the amount of $ 10,000.00 from Rock City Heavy Haul today as a purchase toward equipment for Rock City Heavy Haul.

Signed MP

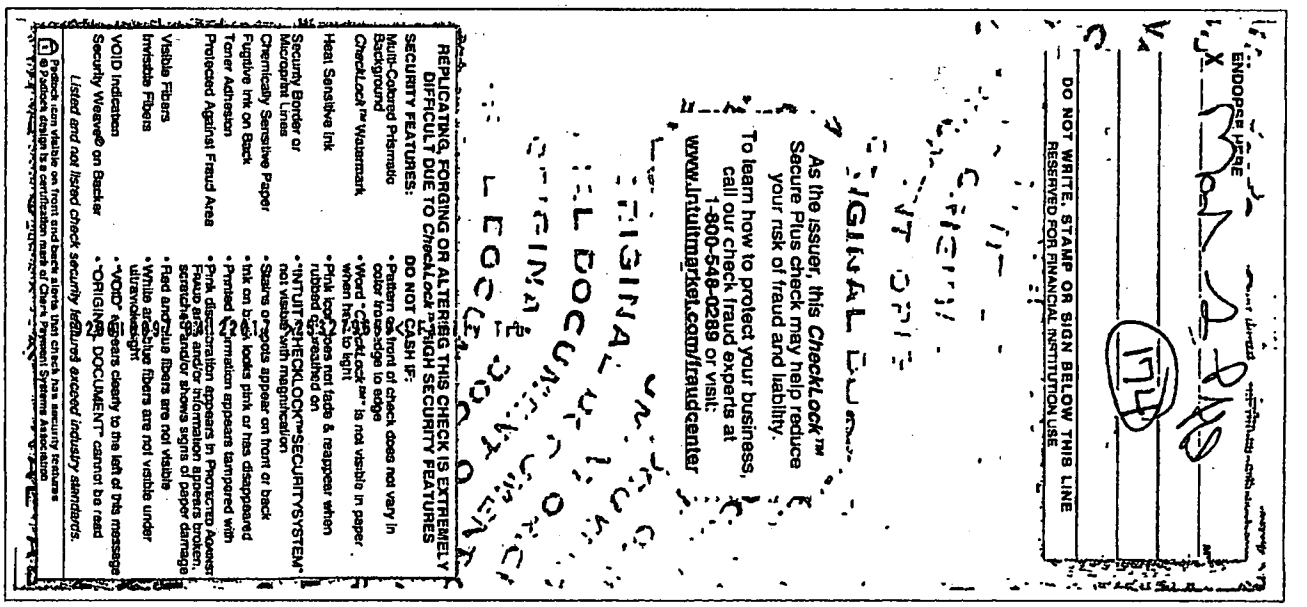
Date 9-14-16

View Check: #030610 Amount: $4,000.00 Date: 4/13/2017 Print Check

Check Front



Check Back



DATE	CHECK #	AMOUNT
4/21/2015	29697	2000.00
5/1/2015	29729	2000.00
5/21/2015	29780	2000.00
5/29/2015	29803	1000.00
6/16/2015	29835	7000.00
6/29/2015	EFS	2500.00
7/14/2015	CASH	3000.00
7/16/2015	EFS	1000.00
7/28/2015	EFS	2000.00
8/6/2015	29946	10000.00
9/21/2015	30031	1000.00
10/19/2015	30081	5000.00
11/19/2015	30109	2000.00
12/22/2015	30161	5000.00
2/19/2016	30251	3000.00
3/4/2016	30265	3000.00
3/24/2016	30301	5000.00
4/22/2016	30356	3000.00
6/20/2016	30421	5000.00
7/10/2016	CASH	3000.00
7/12/2016	30440	3000.00
7/27/2017	1082	5000.00
9/23/2015	EFS	4000.00
5/10/2016	1018	20000.00
8/23/2016	30472	4000.00
9/16/2016	CASH	10000.00
9/16/2016	30491	3000.00
10/10/2016	30507	3000.00
10/27/2016	1162	2000.00
12/2/2016	30551	4000.00
12/27/2016	30572	4000.00
1/31/2017	1348	4000.00
2/23/2017	1301	3000.00
2/27/2017	EFS	2000.00
4/11/2017	30610	4000.00
4/27/2017	30614	4000.00
6/30/2017	CASH	5000.00
2005 PETERBILT	INVOICE	8000.00
		159500.00
TOTAL PAYROLL	96 WEEKS $1000 PER WEEK	96000.00
OTHER EXPENSE		2245.00
TOTAL PAYROLL		96000.00 PD
PAID ON EQUIPMENT INVOICE		2245.00
PAID ON EQUIPMENT CASH		63500.00
PAID ON EQUIPMENT THUNDERBIRD		14000.00
TOTAL PAID ON EQUIPMENT		79745.00

2003 KW 900 Truck
1-1998 Trailking HD 70
1 2008 Trailking HD 90
1 Axle 1 ft Spreader Bar
1 2008 Joe Dog

85,000.00
10,000.00
95,000.00
- 14,000.00 202 T Bird
81,000.00
5,000.00
- 10,000.00
66,000.00

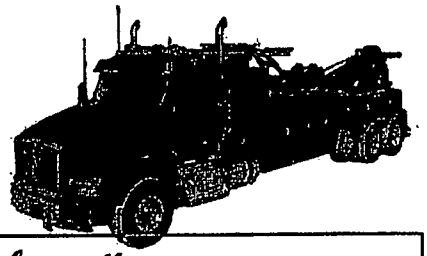
6-15-15
8 6 15

Rock City Truck Service Inc

154 North Anderson Road
Rock Hill, SC 29730
803-324-4141 OFFICE
803-324-2145 FAX
Rockcitytruckservice@outlook.com

Invoice

Date	Invoice #
6/15/2016	2809



Customer

MARK PAFFORD'S
2535 FERGUSON DR
ROCK HILL SC 29730

Truck Information

Truck #	Trailer #	Reference #
2005 PETER...		

Item	Description	Quanti...	Rate	Amount
Labor	SHOP LABOR REPAIR BACK OF CAB	12.4	95.00	1,178.00
Labor	SHOP LABOR REMOVE FRONT FENDERS AND REPLACE WITH NEW FENDERS	4.5	95.00	427.50
PARTS	LEFT FRONT FENDER PETERBILT 379		387.24	387.24T
PARTS	RIGHT FRONT FENDER PETERBILT 379		378.14	378.14T
Labor	REPLACE FRONT BUMPER	2.1	95.00	199.50
PARTS	NEW PETERBILT 379 BUMPER	1	527.14	527.14T
Labor	SHOP LABOR REMOVE WHEELS FROM TRUCK AND SAND FRAME,REARENDS AND AXLES	7.3	95.00	693.50
PARTS	CHASSIS BLACK PAINT	1	128.47	128.47T
PARTS	66864 BRAKE DRUM	4	134.84	539.36T
PARTS	4709ES2 BRAKE SHOES	4	48.17	192.68T
PARTS	370003A SEALS	4	46.88	187.52T
Labor	SHOP LABOR INSTALL NEW BRAKES AND SEALS	8	95.00	760.00
PARTS	PAINT AND SUPPLIES FOR PAINTING FENDERS	1	408.47	408.47T
PARTS	PAINT FOR REAR OF CAB	1	157.14	157.14T
Labor	FREDS TRUCK DETAIL BULK HEAD POLISHED		600.00	600.00
Labor	FREDS TRUCK DETAIL WHEELS AND TANK AND CROWN POLISHED		1100.00	1,100.00
	Sales Tax		7.00%	203.43

Total $8,068.09

08/24/2016 13:16:42

CREDIT CARD

VISA SALE

Card #	XXXXXXXXXXX6525
SEQ #:	8
Batch #:	1166
INVOICE	8
Approval Code:	184704
Entry Method:	Manual
Mode:	Online
Tax Amount:	$0.00
Avs Code:	NNN
Card Code:	M

SALE AMOUNT $365.50

CUSTOMER COPY

ıc.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

)ICE

ne: (803) 324-4125 | PO#: | Invoice No: T00595603197512

Truck ID	Counterman	Drawer No.	Invoice Date
	DJ F		8/24/2016

Haul
N

'30-3335

SHIP TO

Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

Description	Ordered	B/O	Shipped	Each	Total
BOOT-LOWER SHIFT	1		1	48.16	48.16
BOOT-SHIFT LEVER UP	1		1	25.00	25.00
BUSHING-SN UBBER BAR	2		2	52.44	104.88
BUSHING-EN GINE REAR	2		2	93.73	187.46

* 24/7 Mobile Maintanence available on all makes! Call Today! *
* Parts and Service hours:24/5 and Saturday 7-3:30pm *
* RF3030MW: Standard 3030 Brake Chambers only $29.99 each! *

Preferred PARTners

Delco Remy · WELLER · EATON · CAT · SPICER · JOST · Haldex · ROADFORCE · AXALTA

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO / DEPOSIT

SUBTOTAL	365.50
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	
TOTAL DUE	365.50

CUSTOMER AUTHORIZATION AND AGREEMENT

Customer Copy

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.MRC.COM/DEALERS/TERMS.HTM ("Terms and Conditions") which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, Customer may obtain a print-out of the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the terms of this Order, including the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods and and described herein ("Parts") will be formed except parts pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale the Parts and cancels and supersedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted in a writing signed by a corporate officer or authorized manager of Dealer.
2. Returns: All cores must be returned within 20 days. No return will be given without a copy of this Order.
3. Authority: The person(s) signing this Order for or on behalf of Customer hereby represents that he/she/they has full authority to bind Customer to this Order.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CUSTOMER AUTHORIZED SIGNATURE

11:52

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

PAGE: 1

08/12/2016 17:09:01

CREDIT CARD

VISA SALE

Card # XXXXXXXXXXX6525
SEQ #: 17
Batch #: 1156
INVOICE 18
Approval Code: 036833
Entry Method: Manual
Mode: Online
Tax Amount: $0.00
Avs Code: NNN
Card Code: M

SALE AMOUNT $617.31

CUSTOMER COPY

mhc.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

OICE

hone: (803) 324-4125 | PO#: TRUCK SERVICE | Invoice No: T00595603196877

Truck ID	Countermen	Drawer No.	Invoice Date
	JIMMY B		8/12/2016

/y Haul
Rd N

!9730-3335

SHIP TO

Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

Description	Ordered	B/O	Shipped	Each	Total
KIT-SLACK ADJ & CLEV	1		1	116.69	116.69
LOCK NUT C P 5/8-18	4		4	.80	3.20
WASHER	4		4	2.14	8.56
VALVE-DRAI N AIR TAN	6		6	16.68	100.08
KIT-REPLAC EMENT U J	2		2	194.39	388.78

24/7 Mobile Maintenance available on all makes! Call Today!
Parts and Service hours:24/5 and Saturday 7-3:30pm
RF3030MW: Standard 3030 Brake Chambers only $29.99 each!

Preferred PARTners

Delco Remy · WELLER · EATON · CAT · SPICER · JOST · ROADFORCE · AXALTA

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO / DEPOSIT

SUBTOTAL	617.31
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	
TOTAL DUE	617.31

CUSTOMER AUTHORIZATION AND AGREEMENT

Customer Copy

1. IMPORTANT: THIS PARTS ORDER AND INVOICE ("Order") CONSISTS OF THE TERMS EXPRESSLY SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH AT WWW.ABCC.COM/DEALERSITEMS.HTM ("Terms and Conditions") Which are fully incorporated herein by this reference. Execution of this Order shall constitute Customer's agreement to the terms of this Order, including the Terms and Conditions. Customer acknowledges that, upon Customer's request, Customer may obtain a print-out of the Terms and Conditions from Dealer prior to executing this Order. Customer represents that Customer has had an opportunity to read and understand the terms of this Order, including the Terms and Conditions. Customer's acceptance of this Order is limited to Customer's execution of this order as required below, and no contract or agreement for the goods of and described herein ("Parts") will be formed except parts pursuant to and as permitted by this Order. This Order represents the entire and integrated agreement between the Customer and Dealer regarding the purchase and sale the Parts and cancels and supersedes all prior negotiations, representations or agreements, either oral or written. Additional or substitute terms will not become part of this Order unless accepted in a writing signed by a corporate officer or authorized manager of Dealer.
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CUSTOMER AUTHORIZED SIGNATURE

16:06

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

65 Dealers In 16 States, www.mhc.com

230 E WESTINGHO
CHARLOTTE, NC 2
1-704-909-3799

08/17/2016 11:29:26

PARTS INVOICE

CREDIT CARD
VISA SALE

Customer No: 190591	Phone: (803) 324-4125	PO#: 555791

Tax Status	Terms	Truck ID	Counterman	Driver No.
RESALE	CASH		STEPHEN G	

Card #	XXXXXXXXXXX6525
SEQ #:	6
Batch #:	1160
INVOICE	6
Approval Code:	446763
Entry Method:	Manual
Mode:	Online
Tax Amount:	$0.00
Avs Code:	NNN
Card Code:	M

SALE AMOUNT $98.04

SOLD TO
Rock City Heavy Haul
154 Anderson Rd N
Attn Marc
Rock Hill SC 29730-3335

SHIP TO
Rock City Heavy Ha
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

Line	Part Number	Description	Ordered	B/O	Shipped
1	140401	SENDER-TEM PERATURE	2		2

CUSTOMER COPY

* 24/7 Mobile Maintanence available on all makes! Call Today! *
* Parts and Service hours:24/5 and Saturday 7-3:30pm *
* RP3030MW: Standard 3030 Brake Chambers only $29.99 each! *

Preferred PARTners

SUBTOTAL	98.04
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	
TOTAL DUE	98.04

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO / DEPOSIT

CUSTOMER AUTHORIZATION AND AGREEMENT

Customer Copy

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CUSTOMER AUTHORIZED SIGNATURE

9:31

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

PAGE: 1

10/31/2016 09:31:55

DEBIT CARD

DEBIT SALE

Card #	XXXXXXXXXXXX6525
Network:	VISA
Chip Card:	US DEBIT
AID:	A0000000980840
ATC:	00A6
TC:	E2F41B537A58EDB0
SEQ #:	5
Batch #:	1223
INVOICE	5
Approval Code:	363690
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified
Tax Amount:	$0.00

SALE AMOUNT $659.78

CUSTOMER COPY

hc.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

)ICE

ne: (803) 324-4125	PO#: BXS12767 CAT	Invoice No: T00595603201191

Truck ID	Counterman	Drawer No.	Invoice Date
	STEPHEN G		10/31/2016

Haul
I N
'30-3335

SHIP TO
Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

Description	Ordered	B/O	Shipped	Each	Total
PUMP A WAT ER	1		1	659.78	659.78
PUMP A WAT ER	1		1	692.07	692.07
WATER PUMP WATER PUM	1-		1-	692.07	692.07-

24/7 Mobile Maintanence available on all makes! Call Today!
Parts and Service hours:24/5 and Saturday 7-3:30pm
RF3030MW: Standard 3030 Brake Chambers only $29.99 each!

Preferred PARTners
Delco Remy WELLER EATON CAT SPICER JOST Redguard ROADFORCE AXALTA

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO
					DEPOSIT

SUBTOTAL	659.78
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	
TOTAL DUE	659.78

CUSTOMER AUTHORIZATION AND AGREEMENT

Customer Copy

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CUSTOMER AUTHORIZED SIGNATURE

8:30

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

10/28/2016 11:44:37

DEBIT CARD

DEBIT SALE

Card #	XXXXXXXXXXXX6525
Network:	VISA
Chip Card:	US DEBIT
AID:	A0000000980840
ATC:	00A3
TC:	777A764AE18A6D01
SEQ #:	4
Batch #:	1221
INVOICE	4
Approval Code:	121329
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified
Tax Amount:	$0.00

SALE AMOUNT $446.00

ic.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

)ICE

ne: (803) 324-4125 | PO#: | Invoice No: T00595603201114

Truck ID	Counterman	Drawer No.	Invoice Date
	RUSTY B		10/28/2016

Haul
N

30-3335

SHIP TO
Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

Description	Ordered	B/O	Shipped	Each	Total
KIT-HEAT E XCHANGER	1		1	446.00	446.00

CUSTOMER COPY

* 24/7 Mobile Maintenance available on all makes! Call Today! *
* Parts and Service hours:24/5 and Saturday 7-3:30pm *
* RP3030MW: Standard 3030 Brake Chambers only $29.99 each! *

Preferred PARTners

Delco Remy · WELLER · Fleetguard · Shell · EATON · CAT · SPICER · JOST · ROADFORCE · AXALTA

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO / DEPOSIT

SUBTOTAL	446.00
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	
TOTAL DUE	446.00

CUSTOMER AUTHORIZATION AND AGREEMENT

Customer Copy

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Cory Franklin

CUSTOMER AUTHORIZED SIGNATURE

10:42

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

PAGE: 1

CHARLOTTE, NC 28273

10/26/2016 10:51:54

DEBIT CARD

DEBIT SALE

Card #	XXXXXXXXXXXX6525
Network:	VISA
Chip Card:	US DEBIT
AID:	A0000000980840
ATC:	00A0
TC:	4BBB2D6ED8A1AD20
SEQ #:	5
Batch #:	1219
INVOICE	5
Approval Code:	188532
Entry Method:	Chip Read
Mode:	Issuer - PIN Verified
Tax Amount:	$0.00

SALE AMOUNT $521.02

CUSTOMER COPY

thc.com

230 E WESTINGHOUSE BLVD
CHARLOTTE, NC 28273
1-704-909-3799

OICE

one: (803) 324-4125 | PO#: MARK | Invoice No: T00595603200962

Truck ID	Counterman	Drawer No.	Invoice Date
	RUSTY B		10/26/2016

/ Haul
:d N
)730-3335

SHIP TO

Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

Description	Ordered	B/O	Shipped	Each	Total
CROSSMEMBE R-REAR	1		1	521.02	521.02

24/7 Mobile Maintanence available on all makes! Call Today!
Parts and Service hours:24/5 and Saturday 7-3:30pm
RF3030MW: Standard 3030 Brake Chambers only $29.99 each!

Preferred PARTners

Delco Remy WELLER EATON CAT SPICER JOST Redguard ROADFORCE AXALTA

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO
					DEPOSIT

SUBTOTAL	521.02
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	
TOTAL DUE	521.02

CUSTOMER AUTHORIZATION AND AGREEMENT

Customer Copy

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CUSTOMER AUTHORIZED SIGNATURE

9:50

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

PAGE: 1

07/08/2016 14:52:56 hc.com

CREDIT CARD

VISA SALE

Card #	XXXXXXXXXXXX6525
SEQ #:	15
Batch #:	1126
INVOICE	17
Approval Code:	193407
Entry Method:	Manual
Mode:	Online
Tax Amount:	$0.00
Avs Code:	NNN
Card Code:	M

SALE AMOUNT $761.97

CUSTOMER COPY

CHARLOTTE, NC 28273
1-704-909-3799

DICE

one: (803) 324-4125	PO#: KW 086058	Invoice No: T00595603194843

Truck ID	Counterman	Drawer No.	Invoice Date
	STEPHEN G		7/08/2016

/ Haul
d N
9730-3335

SHIP TO

Rock City Heavy Hall
154 Anderson Rd N
Rock Hill SC 29730

DELIVER

Description	Ordered	B/O	Shipped	Each	Total
KIT-U JOIN T 1000	2		2	17.77	35.54
DIPSTICK	1		1	23.36	23.36
KW TORQUE ROD	2		2	207.89	415.78
DRAG LINK .	1		1	287.29	287.29

* 24/7 Mobile Maintanence available on all makes! Call Today! *
* Parts and Service hours:24/5 and Saturday 7-3:30pm *
* RF3030MW: Standard 3030 Brake Chambers only $29.99 each! *

Preferred PARTners

Delco Remy WELLER Fuller EATON CAT SPICER JOST ROADFORCE AXALTA

CASH	CHECK	CHECK No.	CR. CARD	CARD Authorization	CR. MEMO / DEPOSIT

SUBTOTAL	761.97
TAX .000 %	
SUBLET	
OTHER	
SHIPPING	
TOTAL DUE	761.97

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CUSTOMER AUTHORIZED SIGNATURE

13:27

Form-CTXDOCE (PART-SALES-WI-4.9-02-A) Rev 12/12

PAGE: 1

Case Report

Summary

Print Date/Time: 01/16/2018 11:09
Login ID: lowerym
Case Number: 2017-00030034

ORI Number: York County Sheriff's Office SC0460000

Case

Case Number: 2017-00030034
Location: 1215 S PARAHAM RD YORK, SC 29745
Reporting Officer ID: 05258 - Oliver

Incident Type: Mal. Dest. of Property - 1077B
Occurred From: 08/16/2017 13:10
Occurred Thru: 08/16/2017 13:10
Disposition: Closed by Arrest
Disposition Date: 08/16/2017
Reported Date: 08/16/2017 13:10 Wednesday

Offenses

No.	Group/ORI	Crime Code	Statute	Description	Counts
1	State	220	16-11-0311	Burglary-First Degree	1
2	State	290	16-11-510	Mal Injury To Personal Property >$200	1

Subjects

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Suspect	1	Pafford, Mark Giles	2535 FERGUSON DR ROCK HILL, SC 29730	(803)417-9228	White	Male	07/29/1955 62
Suspect	2	Soles, Daniel Jason	1806 SPRINGSTEEN RD ROCK HILL, SC 29730	(803)329-6042	White	Male	08/01/1981 36
Victim	1	Duncan, Robert Wayne, Jr	1215 S PARAHAM RD YORK, SC 29745	(803)628-2023	White	Male	11/01/1971 45
Witness	1	Soles, Larry Dale	1806 SPRINGSTEEN RD ROCK HILL, SC 29730	(803)328-3000	White	Male	10/20/1952 64

Arrests

Arrest No.	Name	Address	Date/Time	Type	Age
29151 A	Soles, Daniel Jason	1215 S PARAHAM RD YORK, SC 29745	08/16/2017 14:22	On-View Arrest	36
29152 A	Pafford, Mark Giles	1215 S PARAHAM RD YORK, SC 29745	08/16/2017 14:22	On-View Arrest	62

Property

Date	Code	Type	Make	Model	Description	Tag No.	Item No.

Vehicles

No.	Role	Vehicle Type	Year	Make	Model	Color	License Plate	State
1	Suspect Vehicle	Pickup Truck	2012	Chevrolet	SLV	White		

OfficerID: hoffmanj, Narrative

2017-30034

2017-00030034 JL Hoffman; Duncan & Pafford; Supplement to Update Information on Report:

Mr. Pafford was advised by Detectives Hoffman and Strickland that he is given notice not to be on the propriety of Robert Duncan located at 1215 S. Parham Road, York SC 29745. Mr. Pafford stated that he understood. This notice occurred during an interview at MJC Detention on 08-16-2017.

Mr. Pafford admitted during the interview that he cut a lock inside a building on the listed property and that he also cut a lock and cable securing a gate to the driveway.

Mr. Pafford was charged for damage to property and further investigation is underway.

Kw/ml 1/16/18

OfficerID: oliverw, Narrative

2017-30034

On 08/16/2017 I responded to 1215 South Paraham Road in reference to damage to property. Robert Duncan (property owner) called and advised that he was watching 2 white males break into his garage and driving away in his truck. I met with Mark Giles Pafford who was driving a Peterbuilt commercial tow truck at the entrance to 1215 South Paraham Road. Mark advised that he was here to get his truck that he owns the Peterbuilt truck that he is driving. Mark then provided me with the South Carolina Title to the truck with his name on it. Mark advised that Robert was going to buy the truck but came to his residence back in July and took the truck from his property. Mark advised that he had a Deputy respond out to his residence in reference to his truck being missing. Mark stated that he was advised that there was nothing that could be done. Mark advised that he was here to get his truck back. Mark did admit to going into Robert's building through an unlocked door and then cutting the lock on the door ($20) to get the truck out of the building. I then spoke with Daniel who assisted Mark with retrieving the truck. Daniel advised that Mark showed him a title so he was just here helping Mark get his truck back. Daniel advised that he knows mark though his father's church. Daniel advised that his father is a pastor and is the one that drove them here to get the truck

I then spoke with Larry Soles who advised that he drove Mark and Daniel here to get Mark's truck. Larry advised that he only knew that Mark had a title to a truck and they were coming to get Mark's truck. Larry advised that he did drive them here and did not know any more information about this situation. I then spoke with property owner Robert Duncan who advised that he observed Daniel and Mark on his cameras walk up his driveway and go into his building. Robert advised that he observed them drive the truck out of the building and down the driveway. Robert then advised that he bought the truck from Mark and has a bill of sale on the vehicle. Robert did not provide me with that information while on scene. I then placed Mark and Daniel under arrest for damage to property and transported them to YCDC without further incident.

Kw/ml 8/17/17

The Genuine. The Original.

Overhead Door Company of Charlotte
a division of DURASERV.com

QUOTATION

Q-168740.00

To: Robert Duncan
1215 S Paraham Rd
Rock Hill, SC 29745

Attn:
Phone: 803.242.5453
Fax:
Email:

Issued: Wednesday, August 23, 2017
Expiration: Friday, September 22, 2017
Sales Contact: Christine Osha
Direct:
Email: (704) 591-9288
Reference: Robert Duncan

Qty	Description	Price	Total

model 195
size 12x12
white
1 section glass
sherwood 1 trim

disregard stock photo on quote. Door quoted is the same style as existing garage doors.

$4,258.00

Overhead Door Thermacore Insulated Steel Garage Door
flush panel model 195

Quoted price includes removal and haul away of existing door.
Complete installation of new garage door.
Labor
Tax

Total Including Taxes: $5,102.79

Robert Wayne Duncan Sr.
5300 Bluebird Lane
York, S.C. 29730

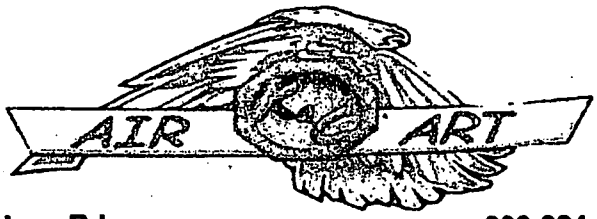
January 16, 2018

I own an antique Harley Davidson motorcycle with a custom paint job. It contains 4 different colors with flames and stripes. I keep this vehicle at my son's house at 1215 Paraham Rd. York S.C. 29745. I just use this vehicle for competition shows.

On or about August 16, 2017 Mark Pafford and 2 other men broke into my son's Garage. They broke a window above my motorcycle and shattered glass on my motorcycle causing damage to paint job. Then they climbed through window and used My motorcycle as a ladder. Damage was done to my paint job in this robbery. To repair The damage I have estimates over $4000.00.

Respectfully:

Robert Wayne Duncan Sr.



3063 S Paraham Rd
York, SC 29745

803-984-4162
grizdeck@gmail.com

Invoice# 102017A

Date: 10-20-2017

Bob Duncan
5300 Bluebird Lane
York, SC 29745
803-415-1939

Description	Quantity	Cost	Amount
Paint and supplies	1	$ 865.00	$865.00
Labor			
Prep & refinish tank (Custom Paint)	18	$ 45.00	$810.00
Repair & refinish rear fender (Custom Paint)	13	$ 45.00	$585.00
Repair & refinish side covers (Custom Paint)	8	$ 45.00	$360.00
Repair & refinish front fender (Custom Paint)	13	$ 45.00	$585.00
Repair & refinish saddle bags (Custom Paint)	22	$ 45.00	$990.00
		Total	$4,195.00

Paid in Cash
10-20-17

STATE OF SOUTH CAROLINA COUNTY OF YORK Mark Giles Pafford, Plaintiff vs. Robert Wayne Duncan, Jr. Defendant.	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT Case No: 2017 CP 46-2487 DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION

FILED-RECEIVED
2018 JAN 16 PM 3:12
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

The Defendant, Robert Wayne Duncan, Jr, responds to Plaintiff's Motions as follows, along with all Affidavits, pleadings and memorandums:

DEFAULT

1. The Plaintiff filed the Summons and Complaint of August 24, 2017. The Defendant was served with the pleadings, including the Restraining Order on September 8, 2017.

2. The Defendant timely filed a Notice of Demand for Pre-Seizure Hearing on September 13, 2017 in compliance with the five (5) day filing requirement.

3. Based upon the service upon the Defendant, any responsive pleading was to be filed within (30) days which was October 8, 2017. The answer and counterclaim was filed in this matter on or about October 31, 2017 and served by mail to Plaintiff's counsel on November 1, 2017, more than thirty (30) days after he received Defendant's answer and counterclaim.

4. Rule 55(a) provides that when a party fails to respond to a Complaint, the clerk shall record an entry of default. Rule 55(c) permits a party to move to set aside an entry of default. "The standard for granting relief from an entry of default under Rule 55(c) is mere

"good cause. This standard requires a party seeking relief from an entry of default...to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice." *Sundown v. Intedge Industries*, 681 S.E.2d 885, 888 383, S.C. 601 (2009).

5. "Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted." *Id.*

6. The Plaintiff admits in Paragraph 11 of his Motion, that he can claim no other prejudice in this matter other than he was drafting the Motion prior to the receipt of the Answer and Counterclaim. Therefore, the Plaintiff, by his own admission, would not suffer any prejudice if the default was set aside.

7. The Defendant denies that he is in breach of the oral agreement of the parties.

8. The Defendant further alleges in his answer and counterclaim that he performed his obligations under the terms of the oral contract by, among other things, making the required installment payments, as well as made improvements to the truck at issue. As part of the oral agreement, the Plaintiff was to provide the Defendant with the title to the truck. The Plaintiff has failed and refuses to provide the Defendant with the title to the truck as agreed upon.

9. The Defendant has a meritorious cause of action and defense to the Plaintiff's cause of action and would be prejudiced if he was placed in default and such default was not set aside. Furthermore, as previously indicated, the Defendant has paid the Plaintiff installment payments and has made improvements to the vehicle and thus the Defendant would be greatly prejudiced if he was not allowed to set aside the default.

10. Pursuant to case law, the Defendant must show good cause for granting relief from an entry of default. *Id.* The court should consider the totality of the circumstances when

determine whether sufficient cause is shown. *Ricks v. Weinrauch*, 283 S.C. 372, 360 S.E.2d 535 (S.C. App. 1987).

11. In the case before this Court, the Summons and Complaint was separated from the Notice of Pre-Seizure hearing that was served upon the Defendant. Defendant's counsel inquired with the Defendant on or about October 19, 2017 as to whether he had received any other pleadings. Defendant's counsel discovered the absence of the Complaint on or about October 19, 2017.

12. On October 15, 2017, Defendant's counsel youngest daughter was hospitalized at Hemby's Children's Hospital in Charlotte, North Carolina for the entire week, only to be released so she could travel to Mayo Clinic Pediatric Neurology Department in Rochester, MN.

13. Defendant's counsel had received an Order of Protection from the Court for the time that he would be traveling to and from Minnesota (by car as the child was highly discouraged from flying) and attending her testing and appointments. This occurred from October 23-29.

14. During this time, Defendant's counsel was operating on a limited basis due the necessity of dealing with his daughter's medical condition.

15. During this time, Counsel's administrative staff was calendaring items as they came into the office. The staff is aware that the time prescribed by the rules to answer a complaint is thirty (30) days. However, the staff member noticed that at the bottom of Plaintiff's complaint, it stated that the answer was due in sixty (60) days and calendared it as such. The staff member did not notice that at the top of the page it stated "IF UPON THE UNITED STATES OF AMERICA" and this is what the time frame related to. The staff member is not familiar with such language being included on a Complaint and made an error.

16. Upon Defendant's counsel returning to South Carolina, the answer and counterclaim was immediately prepared and filed. It was unbeknownst to Counsel that the answer and counterclaim was untimely as he was relying on the calendaring of sixty (60) days. Counsel is well aware that the law is clear that an attorney's misconduct is imputable to the client, however Counsel is asking this Court to look at the totality of the circumstances, in determining whether to relieve the Defendant from an entry of default and further deny the Plaintiff's Motion to Strike the Answer.

SUMMARY JUDGMENT
RULE 56(a)

17. Summary judgment is a drastic remedy and it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues. *Lord v. D&J Enterprises*, 407 S.C. 544, 757 S.E2d 695 (2014). The purpose of summary judgment is to expedite disposition of cases which do not require the service of a fact finder. *Dawkins v. Fields*, 35 SC 58, 580 S.E.2d 433 (S.C. 2003). "Summary judgment is appropriate where there is no genuine issue of material fact and it is clear the moving party is entitled to a judgment as a matter of law. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party. In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South Management Co., Inc.*, 381 S.C. 326, 673 S.E.2d 801 (2009) (internal citations omitted).

18. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable in order to clarify the application of the law. *Evening Post Publ'g v. Berkeley County Sch. Dist.* 392 S.C. 76, 708 S.E.2d 745, 749 (2011). Furthermore, summary judgment is

premature when a party has been deprived a full and fair opportunity to conduct discovery. *Dawkins*.

19. The Defendant acknowledges that there was an oral agreement between the parties regarding the truck. The Defendant performed the requirements under the terms of the agreement by making the payments in a timely fashion. The oral agreement was silent as to an end date when the payments needed to be made.

20. The Defendant disputes the attachments in Plaintiff's affidavit regarding the payments that were made by him to the Plaintiff. The Defendant has paid the Plaintiff over $169,000.00 for the purchased items. Additionally, while the trailer was in Defendant's possession, it was stolen and Plaintiff reported it stolen and kept the insurance proceeds. Defendant was unable to make any claims because he had not been given the title to the vehicle.

21. Despite these payments, the Plaintiff has wrongfully repossessed the items from Defendant's property and required the Defendant to pay an additional $5,000.00 to get the items back.

22. Once they were recovered by Defendant, the Plaintiff entered Defendant's property stole the vehicle by driving it through the garage door. Plaintiff was subsequently arrested for trespassing and damage to property.

23. Additionally, Plaintiff refused to turn over the title to the vehicle in accordance with the oral agreement of the parties which caused the Defendant to become very concerned and questions Plaintiff's intentions regarding the agreement and the truck. Plaintiff's affidavits supports the Defendant's position that he refused to turn over the title.

24. The agreement of the parties did not dictate when payments would be made or when all payments were due.

25. The Plaintiff has not presented any evidence that no material fact exists in this matter. Furthermore, the parties have not engaged in discovery and granting summary judgment at this stage of the proceeding is premature and would deny the Defendant a full and fair opportunity to engage in full discovery.

MOTION TO AMEND

26. Plaintiff seeks alternative relief in the form of allowing him to amend his pleading to add an additional cause of action under S.C. Code. §41-10-80 which deals with civil actions by employees.

27. The Plaintiff was an independent contractor of Defendant and his corporation "Rock City Heavy Haul, Inc.". (Paragraph 11 of Motion)

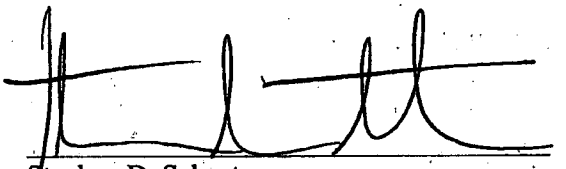
28. Only employees may recover under the South Carolina Payment of Wages Act and FLSA. *Adamson v. Marianne Fabrics, Inc.* 391 S.E.2d 249, 250-251 (S.C. 1990). Independent contractors are not deemed employees under South Carolina law and thus §41-10-80 would not be applicable.

29. Allowing the Plaintiff to amend his Complaint to include a cause of action he is not entitled to recover under based upon his status as an independent contractor would be futile, thus Plaintiff's motion to amend his pleadings should be denied.

30. In the event that this Court disagrees with the aforementioned interpretation of South Carolina law, allowing the Plaintiff to amend his pleadings would cause the Defendant to defend an additional action which he was never placed on notice. Although amendments should be liberally granted, when justice requires, it also should not prejudice any other party. *Jennings v. Jennings*, 389 S.C. 190, 697 S.E.2d 671, 681 (S.C. 2010) The proposed amendment must be useful to the action, as an amendment may be denied where the proposed amendment is futile.

Id. at 681, citing, *Higgins v. Med. Univ. of S.C.*, 326 S.C. 592, 604-605, 486 S.E.2d 269, 275 (Ct.App. 1997).

31. As a result of the proposed cause of action being futile due to the Plaintiff being an independent contractor, the motion to amend should be denied.



Stephen D. Schusterman
SCHUSTERMAN LAW FIRM, PA
PO Box 4211
Rock Hill, SC 29732
Telephone: 803-325-7788
Facsimile: 803-325-7889

January 16, 2018

ELECTRONICALLY FILED - 2018 Mar 21 7:52 AM - YORK - COMMON PLEAS - CASE#2017CP4602487

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
	)	
Mark Giles Pafford	)	
	)	Case No: 2017 CP 46-2487
Plaintiff	)	
	)	ORDER
vs.	)	
	)	
Robert Dwayne Duncan, Jr.	)	
	)	
Defendant.	)	
	)	

This matter came before the Court on February 15, 2018, upon Plaintiff's Motion to Strike Defendant's Answer, for Summary Judgment, or in the alternative to allow Plaintiff to Amend his Complaint. The Plaintiff was represented by J. Martin Foster. The Defendant was represented by Stephen D. Schusterman.

Plaintiff filed a summons and complaint, and restraining order on August 25, 2017. The Defendant was personally served on September 8, 2017. The Defendant filed a Notice of Demand for Pre-Seizure Hearing on September 13, 2015. Any responsive pleading was to be filed within thirty days from the date of service, which would have been October 8, 2017. The basis of Plaintiff's motion to strike Defendant's answer and counterclaim is based upon the fact that Defendant's answer and counterclaim was not filed until October 31, 2017, and served by mail on Plaintiff's counsel on November 1, 2017. This exceeds the thirty day time limit to file a responsive pleading. The Defendant filed a response to Plaintiff's motion to strike setting forth, in detail, an explanation for the late filing of the responsive pleading.

I have reviewed the pleadings in this matter, and have considered the arguments of counsel. Based upon the record and the arguments of counsel, I find and conclude that the Defendant has presented good cause for the late filing of the answer and counterclaim as prescribed in accordance with Sundown Operating Co., Inc. v. Intedge Industries, Inc., 383 S.C. 601, 681 S.E.2d 885 (2009). Further, the timing of the response was within reason; and the Answer is accepted as filed.

The Plaintiff's Motion to Amend his Complaint is granted, and the Plaintiff is granted leave to amend his complaint.

Hearing on the motion for summary judgment is reserved, and the Plaintiff may schedule this motion at a suitable time.

Therefore, based on the findings and conclusions herein, it is ordered as follows: Plaintiff's Motion to Strike Defendant's Answer is denied; Plaintiff's Motion to Amend his Answer is granted; and, hearing on Plaintiff's Motion for Summary Judgment is reserved.

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW

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York Common Pleas

Case Caption: Mark Giles Pafford VS Robert Wayne Duncan Jr

Case Number: 2017CP4602487

Type: Order/Other

So Ordered

s/ S. Jackson Kimball 3063

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
	]	
MARK GILES PAFFORD,	]	
	]	
Plaintiff,	]	AMENDED SUMMONS
v.	]	
	]	
ROBERT WAYNE DUNCAN, Jr.,	]	C.A. No. 2017-CP-46-02487
ROBERT DUNCAN, Sr., and	]	
FRANK EASON, d/b/a	]	
"Rock City Heavy Hauling, Inc.",	]	
	]	
Defendants.	]	

TO THE DEFENDANT(S) ABOVE-NAMED:

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad litem* is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

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IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

/s/ John Martin Foster
Attorney for Plaintiff

The Guardian Building
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Rock Hill, SC 29730

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803 324-8109: Fax
jmfoster@comporium.net

April 3, 2018

Rock Hill, South Carolina

ELECTRONICALLY FILED - 2018 Apr 04 4:27 PM - YORK - COMMON PLEAS - CASE#2017CP4602487

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF YORK	]	SIXTEENTH JUDICIAL CIRCUIT
	]	
MARK GILES PAFFORD,	]	
	]	
Plaintiff,	]	AMENDED COMPLAINT
v.	]	
	]	
ROBERT WAYNE DUNCAN, Jr.,	]	C.A. No. 2017-CP-46-02487
ROBERT DUNCAN, Sr., and	]	
FRANK EASON, d/b/a	]	
"Rock City Heavy Hauling, Inc.",	]	
	]	
Defendants.	]	
	]	

The Plaintiff alleges:

AS A FIRST CAUSE OF ACTION: CLAIM AND DELIVERY

1. Plaintiff MARK GILES PAFFORD (hereafter also "the Plaintiff" and "PAFFORD") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.
2. Defendant ROBERT WAYNE DUNCAN, Jr. (hereafter also "the Defendant" and "DUNCAN") is, and at all relevant times mentioned herein was, an individual and a resident of York County, South Carolina.
3. In or about February, 2016, the parties entered into an oral agreement whereby PAFFORD would sell to DUNCAN a used 2003 Kenworth W 3900 red truck, VIN # 1XKWDB9X03J392961. Until such sale was completed, title and ownership of the truck would remain in the name of PAFFORD. A true and current copy of the South Carolina Certificate of Title evidencing that ownership is attached hereto and incorporated herein as Exhibit "A".
4. On knowledge and information, the said truck is held by the Defendant at 1215 South Paraham Road, York, South Carolina.
5. The Defendant has defaulted under the terms of the oral agreement by his failure to make the agreed installment payments.
6. Demand has been made by Plaintiff for surrender of the truck, but the Defendant has failed and refused to surrender that property.

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7. On knowledge and information, the Plaintiff has fulfilled all duties required of him under the relevant laws.
8. On knowledge and information, Plaintiff is entitled to the possession of its collateral, or secured property, described above.
9. By reason of the default of the Defendant, the Plaintiff has engaged the attorney below signed and initiated this civil action for the repossession of its collateral, or secured property, under the said agreement.
10. On knowledge and information, this civil action does not require the Court "to take an account or to determine the amount of damages in order to enter judgment or to carry it into effect" as those terms are defined by Rule 55(b)(1), S.C.R.C.P., and this Court may issue its default judgment without a hearing.
11. Plaintiffs Affidavit made pursuant to S.C. Code § 15-69-30 and that of Mr. Arvid Reiter, both of which are attached hereto and incorporated herein as Exhibit "B", and the allegations thereof are incorporated by this reference.
12. Based the Plaintiff's Affidavit and that of Mr. Arvid Reiter evidence that it is probable to believe that the property at issue is in immediate danger of being destroyed or concealed by the Defendant as its possessor.
13. On knowledge and information, and pursuant to S.C. Code § 15-69-100, the Plaintiff is entitled to a determination as to whether the said property may be immediately seized.
14. On knowledge and information, Plaintiff is not required to serve a Notice of Right to Cure upon the Defendant under the applicable provisions of the S.C. Consumer Protection Code.

AS A SECOND CAUSE OF ACTION: FAILURE TO PAY WAGES

15. The Plaintiff realleges and reaffirms all of the allegations contained herein above, which are consistent herewith, as if set out herein.
16. On knowledge and information, the Defendant, ROBERT WAYNE DUNCAN, Jr., ROBERT DUNCAN, Sr., and FRANK EASON are, and at all times mentioned in this complaint were, a partnership engaged in the business of trucking and designated as "Rock City Heavy Haul, Inc." Its principal place of business is located at 154 North Anderson Road in the City of Rock Hill, York County, South Carolina.

17. On knowledge and information, ROBERT WAYNE DUNCAN, Jr., ROBERT DUNCAN, Sr., and FRANK EASON are residents of York County, South Carolina.
18. Unless otherwise alleged in this Amended Complaint, and on knowledge and information, at all times mentioned in this complaint, the said Defendants were the agents and employees of their co-defendants, and in doing the things alleged in this Amended Complaint were acting within the course and scope of that agency and employment.
19. The Plaintiff was PAFFORD employed by the Defendants through their partnership and claimed corporation "Rock City Heavy Haul, Inc." as an independent contractor trucker. Under the parties' agreement, the Plaintiff PAFFORD was to be paid One-Thousand and no/100 ($1,000.00) Dollars per week for his services, plus expenses.
20. True and accurate copies of the Plaintiff PAFFORD's schedule for 2015 through that part of 2017 in which his employment continued, showing work performed for the Defendant DUNCAN, are attached hereto and incorporated herein as Exhibit "C".
21. True and accurate copies of all payments made to the Plaintiff PAFFORD, whether designated as compensation or for the subject personal property referenced under the First Cause of Action, are attached hereto and incorporated herein as Exhibit "D".
22. An accurate statement and calculation of payments made to the Plaintiff PAFFORD by the Defendant DUNCAN are attached hereto and incorporated herein on the spreadsheet denominated Exhibit "E".
23. As shown on that spreadsheet, the Plaintiff PAFFORD has not been paid in full by the said Defendants, either for the subject personal property or for his earned wages and expenses.
24. Pursuant to S.C. Code §§ 41-10-40 and 41-10-50, at the time the said Defendants terminated the Plaintiff's employment, or ceased to utilize his services, the said Defendants were obligated to pay the Plaintiff wages earned and unpaid in the amount specified under Paragraph 22. above.
25. In violation of S.C. Code § 41-10-80, the said Defendants failed to pay the Plaintiff any of the amount of wages due and owing the Plaintiff. Although the Plaintiff has demanded payment, the said Defendants have refused and continue to refuse to pay the Plaintiff the amount due and owing the Plaintiff.
26. On knowledge and information, the Defendants' failure to pay plaintiff the wages due and owing plaintiff as specified in Paragraph 22. was and has been willful in that the Plaintiff has made both

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verbal and written demand for this payment but the said defendants have refused to pay any part of the amount due and owing the Plaintiff.

27. On knowledge and information, the Defendants' willful failure to pay the Plaintiff the wages due and owing the Plaintiff as specified in Paragraph 22. constitutes a violation of S.C. Code § 41-10-80(C), which provides, in relevant part, that:

> In case of any failure to pay wages due to an employee as required by Section 41-10-40 or 41-10-50 the employee may recover in a civil action an amount equal to three times the full amount of the unpaid wages, plus costs and attorneys fees as the court may allow.

28. On knowledge and information, the Defendants' willful failure to pay the Plaintiff the wages due and owing the Plaintiff as specified in Paragraph 22. above entitles the Plaintiff to the triple penalty cited in S.C. Code § 41-10-80.

29. On knowledge and information, the Defendants' willful failure to pay the Plaintiff the wages due and owing the Plaintiff as specified in Paragraph 22. above entitles the Plaintiff to an award of the reasonable attorney fees and costs incurred by the Plaintiff in this action.

WHEREFORE, the Plaintiff prays:

<u>As to the First Cause of Action</u>:

A. That pursuant to S.C. Code § 15-69-100, the Judge or Clerk of Court make a determination that subject property may be immediately seized and issue an Order to that effect;

B. That, in the alternative to Prayer A. above, the possession of the secured property be allowed the Plaintiff MARK GILES PAFFORD;

C. That, in the alternative to Prayer A. above, prior to judgment, an order issue from this Court pursuant to S.C. Code § 15-69-90 restraining the Defendant from damaging, concealing or removing the subject property;

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As to the Second Cause of Action:

D. That the Plaintiff be awarded his compensatory damages in the amount of Thirty-Seven Thousand and no/100 ($ 37,000.00) Dollars, representing wages and other compensation earned by and owed to the Plaintiff;

E. That the Plaintiff be awarded pre-judgment interest on the said amount of Thirty-Seven Thousand and no/100 ($ 37,000.00) Dollars, from the date due until judgment

F. That the Plaintiff be awarded his compensatory damages in the amount of triple the said full amount of Thirty-Seven Thousand and no/100 ($ 37,000.00) Dollars, pursuant to S.C. Code § 41-10-80(C);

G. That the Plaintiff be awarded his reasonable attorney fees, pursuant to S.C. Code § 41-10-80(C);

As to All Causes of Action:

H. That this Court include herein a prayer for any other relief to which the Plaintiff may be entitled under the facts set out and referenced herein; and

I. For such other and further relief as this Court may deem just and proper.

/s/ John Martin Foster
Attorney for the Plaintiff

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Rock Hill, South Carolina29730

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April 4, 2018

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA] COUNTY OF YORK]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD,]] Plaintiff,] v.]] ROBERT WAYNE DUNCAN, Jr.,] ROBERT DUNCAN, Sr., and] FRANK EASON, d/b/a] "Rock City Heavy Hauling, Inc.",]] Defendants.]	CERTIFICATE OF SERVICE C.A. No. 2017-CP-46-02487

The undersigned certifies that he has served the following pleadings or documents in the above-captioned and numbered civil action:

Amended Summons;
Amended Complaint; and
This Certificate of Service

by depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the clerk of the Court, and with a copy also directed to the respective last known address(es) of those attorney(s) and/or persons set out below; or

by hand delivering copies of the same to the following persons, or by leaving the same at that person's office with that person's clerk or some other person in charge thereof, or by leaving it in a conspicuous place therein; of if the office was closed or the person to be served has no office, by leaving a copy at that person's dwelling place or usual place of abode with some person of suitable age and discretion then residing therein, all pursuant to Rule 6(b), S.C.R.C.P.

Stephen D. Schusterman
P.O. Box 4211
Rock Hill, South Carolina 29731

/s/ John Martin Foster
Attorney for the Plaintiff
The Guardian Building
223 East Main Street, Suite 520
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April 4, 2018

Rock Hill, South Carolina

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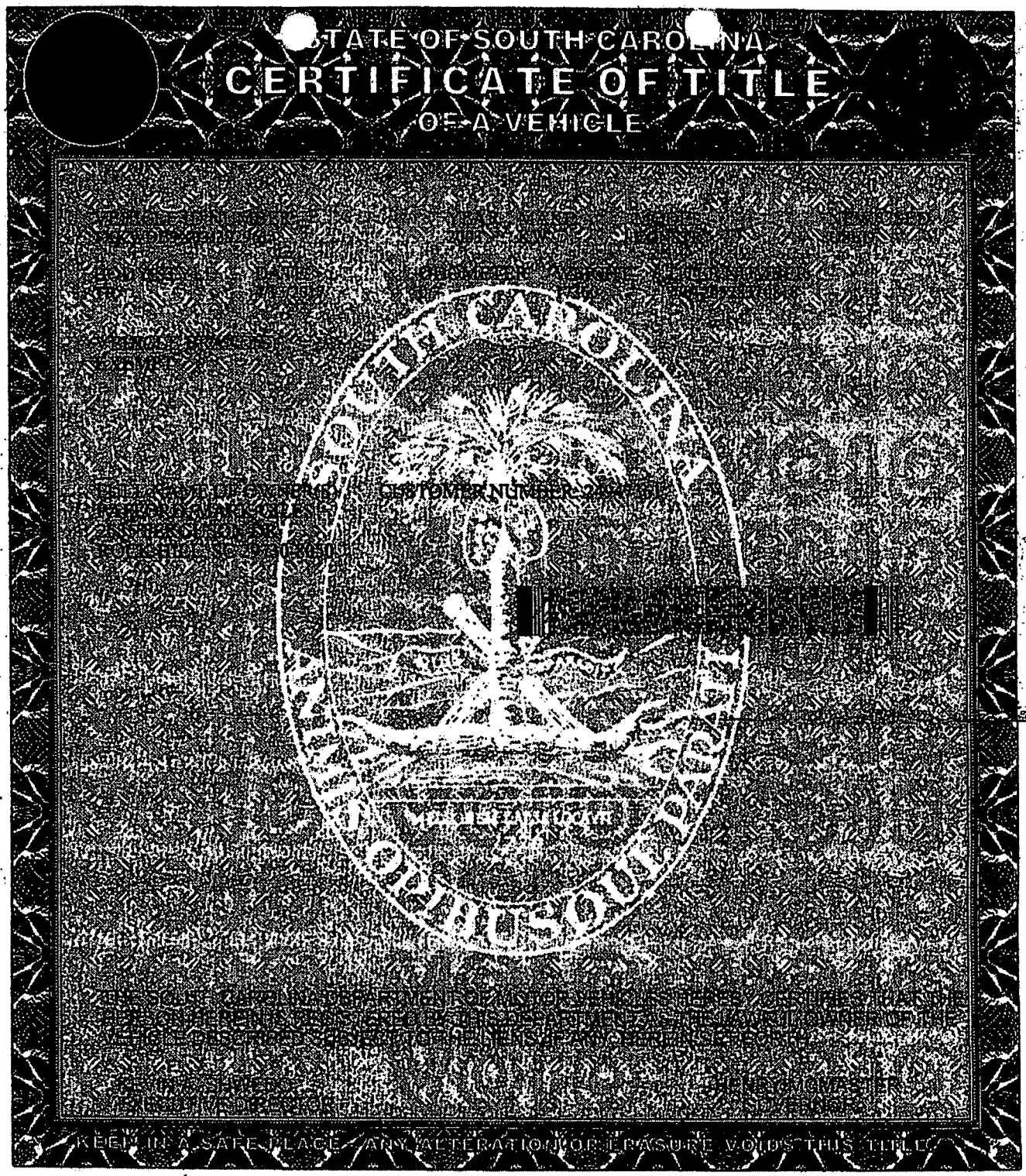
EXHIBIT "A"



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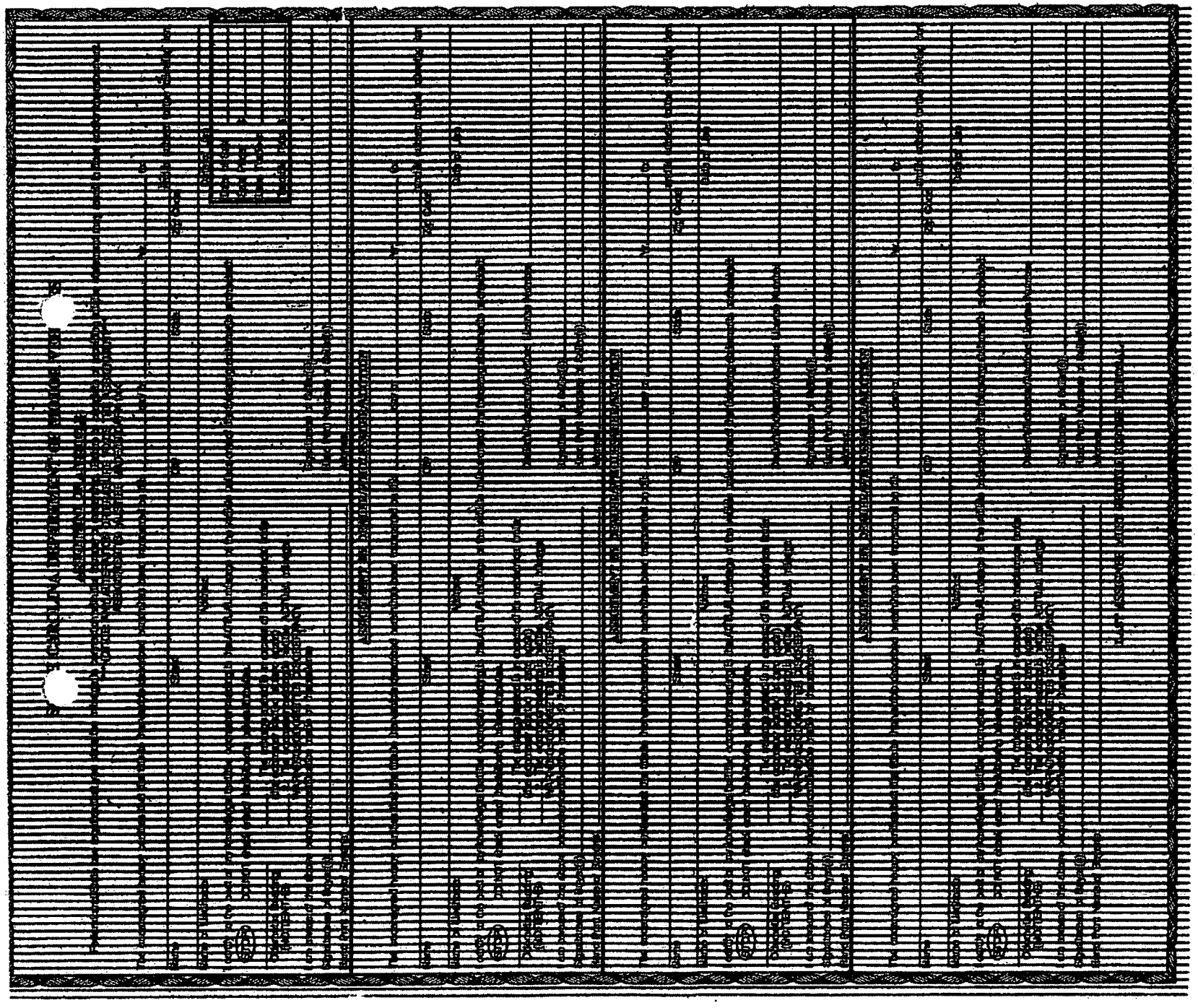

EXHIBIT "B"

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STATE OF SOUTH CAROLINA] COUNTY OF YORK]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD]] Plaintiff,] v.]] ROBERT WAYNE DUNCAN, Jr.,]] Defendant.]	AFFIDAVIT FOR IMMEDIATE SEIZURE C.A. No. 17-CP-46-2487

The Affiant, Mr. ARVID REITER, being duly sworn, states the following:

1. He is a resident of York County, having his residence at 2345 Firetower Road, Rock Hill.

2. He is employed as an independent trucker and has had dealings and conversations with the Defendant ROBERT WAYNE DUNCAN, Jr., who acts as a businessman.

3. He is not in business with either of the parties above, and has received no consideration for giving this affidavitg.

4. He recently had a telephone conversation with DUNCAN in which he sought to buy an axle from DUNCAN.

5. DUNCAN stated that he had a newer Kenworth truck on which he had placed a wrecker chassis off PAFFORD's truck.

6. In those conversations, as stated DUNCAN has acknowledged his possession of the property described below:

a used 2003 Kenworth W 3900 red truck
VIN # 1XKWDB9X03J392961.

7. By that conversation, in his understanding, DUNCAN has stated his intention of stripping or selling the said truck.

8. To the Affiant's knowledge, and according to the South Carolina Certificate of Title displayed to him, the said truck is titled to the Plaintiff MARK GILES PAFFORD.

9. On the basis of the Defendant's statements to the Affiant, he understands that damage to the truckmay be caused, with a resultant decrease or total loss in the value of that property.

ARVID REITER

FILED-RECEIVED
2017 AUG 31 AM 11:44
DAVID HAMILTON
C.C.C.P. & GS
YORK COUNTY, SC

SWORN to and subscribed before me
this 18 day of August, 2017

Notary Public for South Carolina
My Commission Expires: 9/20/2015

ELECTRONICALLY FILED - 2018 Apr 04 4:27 PM - YORK - COMMON PLEAS - CASE#2017CP4602487

STATE OF SOUTH CAROLINA] COUNTY OF YORK]	IN THE COURT OF COMMON PLEAS SIXTEENTH JUDICIAL CIRCUIT
MARK GILES PAFFORD] Plaintiff,] v.] ROBERT WAYNE DUNCAN, Jr.,] Defendant.]	AFFIDAVIT AND ORDER FOR IMMEDIATE SEIZURE C.A. No. 17-CP-46-2487

The Plaintiff, being duly sworn, states the following:

1. The Plaintiff is the owner, or is entitled to possession of, the property described below:

a used 2003 Kenworth W 3900 red truck.
VIN # 1XKWDB9X03J392961.

2. The property described above is being wrongfully withheld and concealed to defraud the Plaintiff, by the above-named Defendant.

3. To the best knowledge of the Plaintiff, the property is being withheld by the Defendant on unknown grounds.

4. The property was not taken from the ownership or possession of the Plaintiff due to any tax, fine or assessment.

5. The value of the above-referenced property, to the best of Plaintiff's information, knowledge and belief, is $80,000.00. This civil action is not one for debt.

6. The above-described property is believed to be in immediate danger of destruction or concealment by reason of 1) the said Defendant's concealment of the said property over the past several months, and 2) his statements to Mr. Arvid Reiter of his intention to strip and sell the truck and its parts, creating a situation in which damage to it may be caused, with a resultant decrease or total loss in the value of the property.

MARK GILES PAFFORD

FILED-RECEIVED
2017 AUG 31 AM 11:45
DAVID HAMILTON
C.C.C.P.&GS
YORK COUNTY, SC

SWORN to and subscribed before me
this 11 day of August, 2017

Notary Public For South Carolina
My Commission Expires: 9/20/2015

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EXHIBIT "C"

day	monday	tuesday	wednesday	thursday	friday	saturday
				1	2	3
				New Year's Day		
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	21	22	23	24
	MLK Jr. Day					
	26	27	28		30	31

Quick Fact : Lots of Steel

Catawba Nuclear Station contains enough steel to make 10,000 compact cars.

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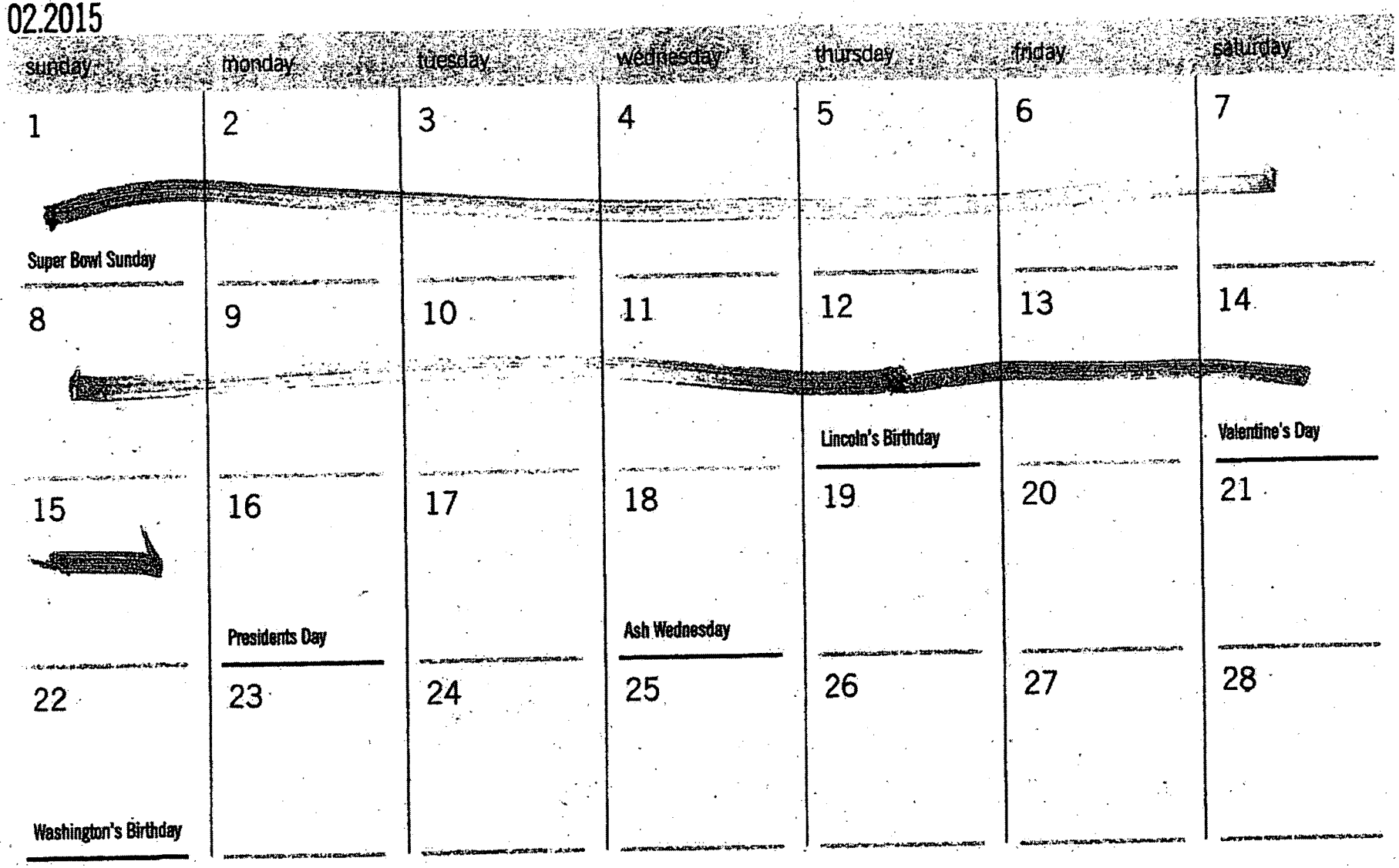

Quick Fact : A Long Walk

There is enough concrete at Catawba Nuclear Station to build a sidewalk three feet wide from Catawba to Seattle, Washington.

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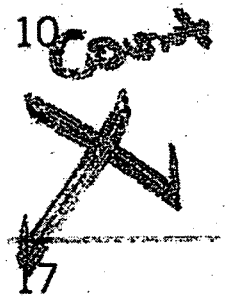
03.2015

sunday	monday	tuesday	wednesday	thursday	friday	saturday
1	2	3	4	5	6	7
8 Daylight Saving Time Begins	9	10	11	12	13	14
15	16	17 St. Patrick's Day	18	19	20 First Day of Spring	21
22	23	24	25	26	27	28
29 Palm Sunday	30	31				



Quick Fact : Nuclear Energy

Nuclear energy has been a part of Duke Energy's diverse fuel mix for more than 40 years, with the nuclear fleet setting high standards for safety, reliability and efficiency.

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4.2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			April Fools' Day		Passover/Good Friday	
5	6	7	8	9	10	11
Easter						
12	13	14	15	16	17	18
			Tax Day			
19	20	21	22	23	24	25
			Earth Day			
26	27	28	29	30		

Quick Fact : Nuclear Energy

Nuclear energy has one of the lowest effects on the environment of any energy source. It does not emit air pollution, it isolates its waste from the environment, and it requires a relatively small amount of land.

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.2015

monday	tuesday	wednesday	thursday	friday	saturday
				1	2
	4	5 Cinco de Mayo	6	7	8	9
0	11	12	13	14	15	16 Armed Forces Day
7	18	19	20	21	22	23
4	25 Memorial Day	26	27	28	29	30
31						

Quick Fact : Nuclear Energy

Affordable, reliable and clean nuclear energy has been part of Duke Energy's generation mix for 40 years. Today, Duke Energy operates 11 nuclear units in the Carolinas at six plant sites.

199

other's Day

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2015

...day	monday	tuesday	wednesday	thursday	friday	saturday
	1	2	3	4	5	6
	8	9	10	11	12	13
...Day	15 CK 29835 Cashed 7,000.00 2,000 Labor 5000 Equip Part RD	16	17	18	19	20
...er's Day ...t Day of Summer	22	23	24 X Start 1500.00 Per Week RD	25	26	27
3	29 CK# 618781 2,500.00 Labor RD	30				

Quick Fact : Nuclear Energy
Nuclear energy is the only resource capable of producing cost-efficient, dependable, around-the-clock, zero-emission electricity.

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07.2015

sunday	monday	tuesday	wednesday	thursday	friday	saturday
			1	2	3	4 1
						Independence Day
5	6	Ck# 29874 678.37 Hotel wt [illegible]	8	9	10	11 2
12	13	14	15	16	17 Ck# 620178 3,000.00	18 3
19	20	21	22	23	24	25 4
26	27	28 Gary Dep 2,000.00 Ck# 620712	29	30	31 Gary Dep 1,000.00	

Quick Fact : Nuclear Energy
Duke Energy operates six nuclear facilities that generate more than 30 percent of the electricity consumed by its 7.2 million customers.

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08.2015

sunday	monday	tuesday	wednesday	thursday	friday	saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Quick Fact : Nuclear Energy
There are 100 nuclear reactors in 31 states that supply nearly 20 percent of all U.S. electricity.

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09.2015

sunday	monday	tuesday	wednesday	thursday	friday	saturday
		1	2	3	4	5 ~~10~~ 4 10
6	7 Labor Day	8	9	10	11 EF2 CK Gary Dep. 3,500.00	12 ~~11~~ 7 11
13 Grandparent's Day Rosh Hashanah	14	15	16	17	18 Gary Dep 1,000.00	19 ~~12~~ 8 12
20	21	22 Yom Kippur	23 3,500.00 First Day of Autumn	24	25	26 ~~13~~ 9 13
27	28	29	30			

Quick Fact : Nuclear Energy
The U.S. nuclear energy industry supports 100,000 American jobs.

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.2015

unday	monday	tuesday	wednesday	thursday	friday	saturday
				1	2	3 14 10
4	5	6	7	8	9 Ck# 30045 2954.95 Hotel wr ticket Truck repair Pd by MC	10 ~~13~~ 11 15
11	12 Columbus Day	13	14	15	16	17 ~~16~~ 16 12
18	19 Ck# 30081 5,000.00 Cashed	20	21	22	23	24 ~~17~~ 17 13
25	26	27 Shop	28 R. Hill to Bossier City LA	29 P/u Control House Sabre Ind.	30 Grove Hill Ala	31 ~~18~~ 14 Pilot B-Ham Ala 19 Halloween

Quick Fact : Nuclear Energy
1 in 5: This is the number of U.S. homes and businesses powered by clean nuclear energy.

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2015

nday	monday	tuesday	wednesday	thursday	friday	saturday
off	2 B Ham Unload B-Ham Controls	3 Union City TN Base Madison Chattanooga Election Day TN	4 Spartanburg SC Unload 3 00	5 Rock Hill SC Harrisburg NC Rock Crusher County Landfill	6 T/A Seymour IN	7 Mast IN Unload Rock Hill
ight Saving Time Ends	9 off	10 Rock Hill Boyden OA JD 4700	11 Rock Hill Veterans Day	12 T/A 253 Greenville SC	13 Brazelton GA Unload JD 4700 Fayetteville GA Loaded 460 volvo	14 20 Rock Hill SC Bret Scarboro CO
205	16	17 CK 30107 Return volvo 460 to Fayetteville GA 244.45 Rock Hill Match wt Ticket	18	19 CK 30109 2,000 00 0 — f — f	20 Rock Hill T/A Greencastle PA Kutsum Hoe	21 21 17 Greencastle
2 Artificial Pa	23 Unload (Mid Atlantic) Rock Hill	24 Rock Hill SC Wilmington NC Unload to R Hill	25 off	26 off Thanksgiving Day	27 off	28 22 18 off
1 off	30 off					

Quick Fact : Nuclear Energy

A single uranium fuel pellet, the size of a pencil eraser, contains the same amount of energy as 17,000 cubic feet of natural gas or 149 gallons of oil.

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)15

ay	monday	tuesday	wednesday	thursday	friday	saturday
Quick Fact : Nuclear Energy Nuclear energy is used by more than 30 countries around the world.		1 R Hill Willington NC Unload - Load Steel Tank To Workman	2 Sylvina GA Ocean Blue	3 Douglas GA Unload Drop Hook Bob Duncan Lovell 249	4 Laurel Md Mop / James D	5 ~~23~~ 23 19 Berwick LA (Bayou Vista)
	7 Bayou Vista Unload Cramerton Ind	8 Rock Hill No Load	9 Off	10 B Ham Controls No Load	11 Mop / J Dees Load 2 Control House	12 ~~24~~ 24 20 Danville GA
kah Begins at Sundown	Pearl Harbor Day					
Jessamville GA	14 Lake City Fl House Mop J.D.	15 Ft Myre Fl	16 CK# 30161 Unloaded 5,000.00 Cashed St Marys GA	17 Rock Hill Drop Hook Volvo Pre Load	18 Rock Hill Jackson DH Unload	19 ~~25~~ 25 21 No Load to Rock Hill
	21 Off	22 Off First Day of Winter	23	24 Off Christmas Eve	25 Christmas Day	26 ~~24~~ 24 22 Rock Hill E129 Spaceway T/E Kwanzaa Begins
E789 T/A Baytown TX	28 Dickerson TX Kern Yd Load HD 465 Rock Truck	29 HD 465	30 Columbus Hwy GA Rock Hill	31 New Year's Eve	Jan 2nd 27 42,000 Jan 9 nth 28 = 34,000 Jan	

27 x 40500.

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JANUARY 2016

					1 Off New Year's Day	2 27 Off
3 Off	4 Shop	5 Shop	6 Jonesville NC Firetruck #16 Firetruck	7 Unload Pine Hall Ala	8 Pine Hall Ala Load Crawlhouse	9 28 Ringlewood NC International Paper
10	11 IN From Pine Hill Al Unload At Int Paper	12 Rock Hill	13 Shop Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson	14	15	16 29 Off
17 Off	18 Shop Martin Luther King, Jr. Day	19	20 Rock Hill SC Blair VA D8 Cat Load	21	22	23 30
24 Off	25 Fayetteville GA B Scarsboro	26 Rock Hill	27 Shop	28 Shop	29 Shop	30 Off

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FEBRUARY 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
off	1 Shop	2 Shop	3 Rock Hill Hardeville SC Load Cat 966	4 Franklin VA	5 Shipyard Unload Rock Hill	6 off 31
7 off Super Bowl Sunday	8 Shop	9 Shop	10 Shop Ash Wednesday	11 Shop	12 Shop Lincoln's Birthday	13 off 32
14 off Valentine's Day	15 Rock Hill Barnesville GA Loaded Gen Set. President's Day	16 Natchez MS	17 Greenville QT TX	18 Ft Worth Unloaded	19 Rock Hill SC No Load	20 off 33
21 off	22 Rock Hill SC Midway GA Asphalt Tank Washington's Birthday	23 Marrannia Fl	24	25	26	27 Sterling Colorado 34
28	29 Unload Sterling Co					

Did you know?
The Duke Energy Foundation donates more than $25 million to empower the communities it serves. We also volunteer thousands of hours at nonprofits, including local animal rescues.

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ARCH 2016

sunday	monday	tuesday	wednesday	thursday	friday	saturday
		1 To Rock Hill Empty	2	3 from Sterling Co	4	5 35
6	7	8	9	10	11	12 34
13	14	15	16 Rock Hill to Barnesville GA Map / Avoid	17	18 Loaded	19 37
Daylight Saving Time Begins				St. Patrick's Day		
20	21 Ben Set	22	23 Unloaded Empty	24 To Rock Hill	25 Off	26 38
First Day of Spring Palm Sunday					Good Friday	
27 Off Easter	28 Rock Hill Empty To Peoria IL	29	30 Casey ILL	31		

Did you know? More than 5,000 lineworkers are part of the Duke Energy family.

Our lineworkers construct, operate and maintain more than 295,000 miles of power lines that deliver electricity to more than seven million customers.

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RIL 2016

[illegible]

					1 Casey ILL April Fools' Day	2 39
	4 Casey	5 ILL Tri	6 Bauke	7	8	9 40
0 Rock Hill	11	12 Stortevant WI	13 3 Hunters	14 Rock Hill	15 off	16 41
			Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson			
7 Rock Hill	18 Conroe TX Load Drill Head National Lineman Appreciation Day	19 Petro Florence SC	20 Nag Head NC	21 Unload Pile Driver	22 Rock Hill SC Empty Earth Day Passover (Begins at Sundown)	23 42 off
4 off	25 Rock Hill SC Rising Sun Mol Arnold	26 Crane Butt T/A Greenville PA	27 Petro Carnegie GA	28 GA Dome Unload	29 Rock Hill	30 43 off

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2016

...ck Hill Turbin Gen Rotor	2	3 Unload Humble TX	4	5 Red River TX Crane Cinco de Mayo	6 Jackson MS Steer Tire Blowout Right Front 50	7 44
	9	10 Unload Ft Estis VA Gregory Poole No Load Washington NC	11 2 rounds Washington NC to Hope Mills NC	12 Rock Hill	13 Shop	14 45 off
...er's Day	16 Rock Hill Bloomsbury NJ	17 Empty	18 Port APM Elizabeth NJ	19 Load Transform	20 Valparaiso IN Drop Trl.	21 44 Armed Forces Day
	23 Unload Valparaiso IN	24 Rock Hill Empty	25 Washington NC Load cat 349	26 Hope Mills Unload 349 Rock Hill	27 Shop	28 47 off
off	30 off Memorial Day	31				

Did you know?
Duke Energy has solar and wind energy facilities operating in 12 states, totaling more than 2 gigawatts of electric-generating capacity. That's enough energy to power more than 600,000 homes.

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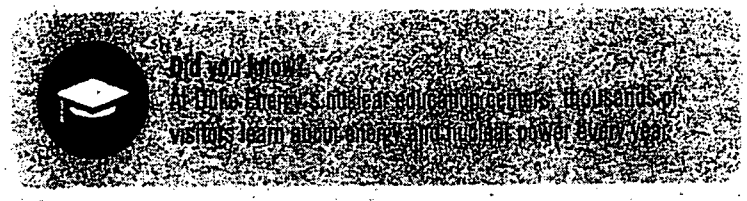
JUNE 2016



Did you know?
At Duke Energy's nuclear education centers, thousands of visitors learn about energy and nuclear power every year.

			1 Rock Hill SC Camp LaJune Kalamar Wont Run Map. Arvid	2	3 Rock Hill	4 48 Camp LaJune Rock Hill
5 off	6 Rock Hill SC Hook Petro Kenelly NC Map Bare	7 Elizabeth City NC Crane Track	8 Unload Track Rock Hill	9 R Hill Natchez Ms No Load	10 Ft Polk LA	11 49
12	13	14 Loaded Ft Polk Flag Day LA	15 Petro E 369	16 MT Morris I 79 N E# 1	17 Unload N Guard Base 79 N	18 50 Rock Hill Emty
19 Rock Hill Father's Day	20 off First Day of Summer	21 off	22 Shop	23 Shop	24 Shop	25 51 off
26 off	27 Rock Hill Newberry SC Wheel Load	28	29 Unload Monroe Twp	30 Foley Equip Cat 336		

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JULY 2016

					1 Hopemille NC	2 52 Rock Hill SC
3	4 Independence Day	5	6 Rock Hill SC Raleigh NC Grove 700	7	8 Unload B-Ham	9 53 Rock Hill Empty
10	11 Rock Hill SC	12 Rock Hill Silver City NC Unload	13 Rock Hill Empty Charlottesville VA	14 DGN Pohatan VA D 247 290 Longstick	15	16 54 Rock Hill
17	18 Rock Hill Port Savannah	19	20 Loudon T/S KY Springfield Auto Plaza Unload 1 Day	21 Empty Hartford WI P/U	22 Heat Exchange	23 55 Advenger TX
24	25 Advenger TX	26 Unload Heat Exchange D/O	27 Conroe TX P/U Pile Driver	28 Rock Hill Yard	29 Rock Hill Neal Bath Terry 370	30 56 Rock Hill
31						

Siren Test
Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson

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AUGUST 2016

	1 Wanchese NC Unload Hammer	2 Load At Accident MD Tank Stream	3	4	5	6 57 Unload Tank In Houston TX
7 T/A E 789 Houston TX	8 No Load To R Hill	9	10	11 Shop	12 Shop	13 58 Hook To Load I Loaded 10 Day Prior Terry 370
14	15 T/A Bloomsburg NJ	16	17 Long Island NY Unload Sime Scrap Metal	18 Hook Duffie VA Bldg	19 Unload At Bham Coatings B-ham Ala	20 59 off
21	22	23 off	24 Rockhill to Keen Yard Load PC 470 to Tomball TX	25	26 Unload At Tomball TX At WPI Lost Buddy Shrl	27 60 P/U Komatsu Chattanooga TN
28	29 P/U Chattanooga TN Komatsu PC 470	30	31 Unload WPI Houston TX P/U College Station CAT Pipe Layer			

Did you know?
According to The Nature Conservancy, nuclear power has the smallest land-use footprint of all forms of energy generation, including wind and solar.

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PTEMBER 2016

Did you know?
Over one-third of the electricity Duke Energy generates comes from carbon-free sources such as wind, nuclear, hydro and solar.

				1 Louisville Ga Laurel ML	2 Moultrie Ga Unload	3 61 Rock Hill
				Cat Pipe Machine		
4 off	5 off Labor Day	6 Shop	7 Shop	8 Rock Hill Port Jay	9 Load Valdosta Ga	10 62 Cornwallis TN
					Koing Lift	
11 Travel	12	13 Demott TN Unload	14 Nashville TN	15	16 Del Dover DX 350 Charlotte NC	17 63 off
randparents' Day		Empty	P/U Dover HD 350		To Rock Hill	
18 off	19 Rock Hill SC	20 Map Bar	21 Port Clinton Oh Load	22	23 Knoxville TN	24 64
			Delta	First Day of Autumn	Petro	Naothez ML
25	26 Port Houston TX	27 Port Houston TX	28 Pooler Ga	29 To Rock Hill	Rock Hill Hook Tel 118	
	Unload Belting Rock		Volvo 700 CL	Yard Drop	To Rest Area In VA on I 77 N	

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OBER 2016

						1 65
						off
	3 Rock Hill SC Test Area IMH Hook Volvo 700 CL	4 Petro Ingl N E205	5	6 Maybrook NY exits Unload 700 CL	7 Rock Hill Empty	8 44 off
h Hashanah (ins at Sundown)	10 Rock Hill SC	11	12 Corbin Ky	13 Decatur Ga	14 Dessemer Ala	15 47 Rock Hill
off	Boon NC Cat 336 Columbus Day		Yom Kippur (begins at Sundown) Siren Test Full volume: Catawba, Harris, McGuire, Oconee; Low: Brunswick, Robinson Unload Cat 336	P/U Sandwin QA 335	Unload Empty	
6	17 Rock Hill SC	18	19 Charleston SC	20	21 BMW Spartanburg	22
off	Port Charleston SC Ingratin St		Savannah Pooler Ga	Box	Unloaded	
3 Rock Hill	24 Neil Drive	25	26 Lerado TX	27 Empty to	28	29
	MHL 340		340 Unloaded	Corbin Ky Cat P/U 336		Unloaded Fayetteville NC
30	Halloween 31					

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NOVEMBER 2016

		1	2	3	4	5 70
6	7 Rural Hall NC to Queens NY	8 travel	9 Travel	10 Bloomberg NJ Ext 7 T/A	11	12 31
Daylight Saving Time Ends		Election Day	Full-Volume Siren Test (Brunswick, Harris and Robinson only)		Veterans Day	
13	14	15	16	Unload at Jackson Hts, LTL NY = Queens Loaded Kalamazoo At Baltimore Md Dunkirk	18	19 32
20	21 Cleveland Oh Unload at Pedalon Metal Steel Kalamazoo Fork Lift	22	23 .06	24	25	26 48
				Thanksgiving Day		
27	28 P/U Ocean Term	29 Deliver to	30 Topeka 73			

Did you know?
More than 2,000 Duke Energy employees have volunteered over 13,000 hours of their time to more than 200 nonprofit organizations, including local food banks.

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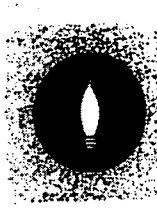
DECEMBER 2016



Did you know?
When decorating with holiday lights, consider installing light timers. Timers allow you to turn your lights on and off at specific times, saving you money without sacrificing holiday spirit.

				1 Volvo 740 Topeka KL Del. At Lunch	2	3
4	5	6	7	8	9	10
11	12	13	14 Pearl Harbor Day	15	16 Jefferson City TO Hartzville	17
18	19 Shop	20 Wreaths	21 Tree	22	23	24 Christmas Eve Hanukkah (Begins at Sundown)
25 Christmas Day	26 Kwanzaa Begins	27	28 First Day of Winter	29	30	31 New Year's Eve

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DECEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 New Year's Day	2 Off	3 Load Sandvic Super At Rock Hill Screen TBC Off 345	4 Leave to Summerville SC At 4:AM w/Both Deliver At 1:30 Go to NASHVILLE TN	5 P/U Sandvic Downtown Nashville TN HKSG Rock crusher Deliver At Nashville Dark Load Move	6 Arrive At 12 city At 20	7 Off
8	9 Shop 8	10 Shop 8	11 Shop 4 Leave to MT 8 7	12 P/U 65.00 Stamp Plate & MK Coad TX 10	13 12 Exit 8 York Ave	14 10 T/A Hoover
15 Drive McCamb Arrive At 20 and Ask to Leave	16 Unload At McCamb TX T/A At Dr. Martin Luther King, Jr. Day	17 789	18 10:20 Leave Heal To Rock Hill	19 Arrive To Rock Hill Shop till 6:00 move Ind. F 2:00	20 8:30 Dr App 20 At Shop till	21 Off
22	23	24 Rock Hill de Yard All Day Left At 8:35 All Night Double	25 Baltimore MD Load Move Left	26 11:30 Finish Looking Replace Tires	27 Pilot E 113 64 W MT Stealing Ky	28 CSX Kentucky Chicago IL Chinese New Year Begins
29 Unload Kane Cane CSX	30 Pilot Harlem	31 11:00 Dead Head to Rock Hill 820 m	Leave RA At 6:00 Pm	All Night to Brooklyn PA P/U 105.00 Rock Crush T/A Load Leave PA	Greencastle PA	

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Desoto	2 Load Crusher Leave Bensalem 1:00 Groundhog Day	3 NO VA Permit Catt Hill SC Leave for Rut Arrive At 11:00	4 82
	6 Rock Hill SC to T/A Greenville PA	7 Hook to Left Load	8 Mail P.A. NC	9 Roam Del Mail Painter 3:00pm P/U Bural LA OH	10 Wilmington E 333	11 83 Del Ohio King Packer Packer Ky Ft Rock Hill
2 ncoln's Birthday	13 Shop Family Day (British Columbia)	14 Shop Valentine's Day	15 Rock Hill Shop 11:00 Mt Holly TX	16 Load 12:00 Metal Rock Crusher	17 Leave Dallas TX	18 11:00 Arrive Rock Hill
9	20 Shop 8 Am Leave 2 Pm Presidents' Day Family Day (Canada)	21 Pilot Pilot Danville Pull VA	22 Deliver 8 Am Pilot 5:00 Washington's Birthday	23 Rock Hill to O'Hara Pu Load/Load By R Scott Leave Hunting Talbott TN	24 Deliver VA Decatur Ill Fort Worth Arrive At	25 85 Ft Worth 3:33 Pm 83
6	27 Shop P/U & Del Orthodox Lent Begins	28 Leave for Pooler GA P/U 350 CL Volvo	9	4:00 D/O Canton TX	4:00 Rock Hill SC	

March 2017

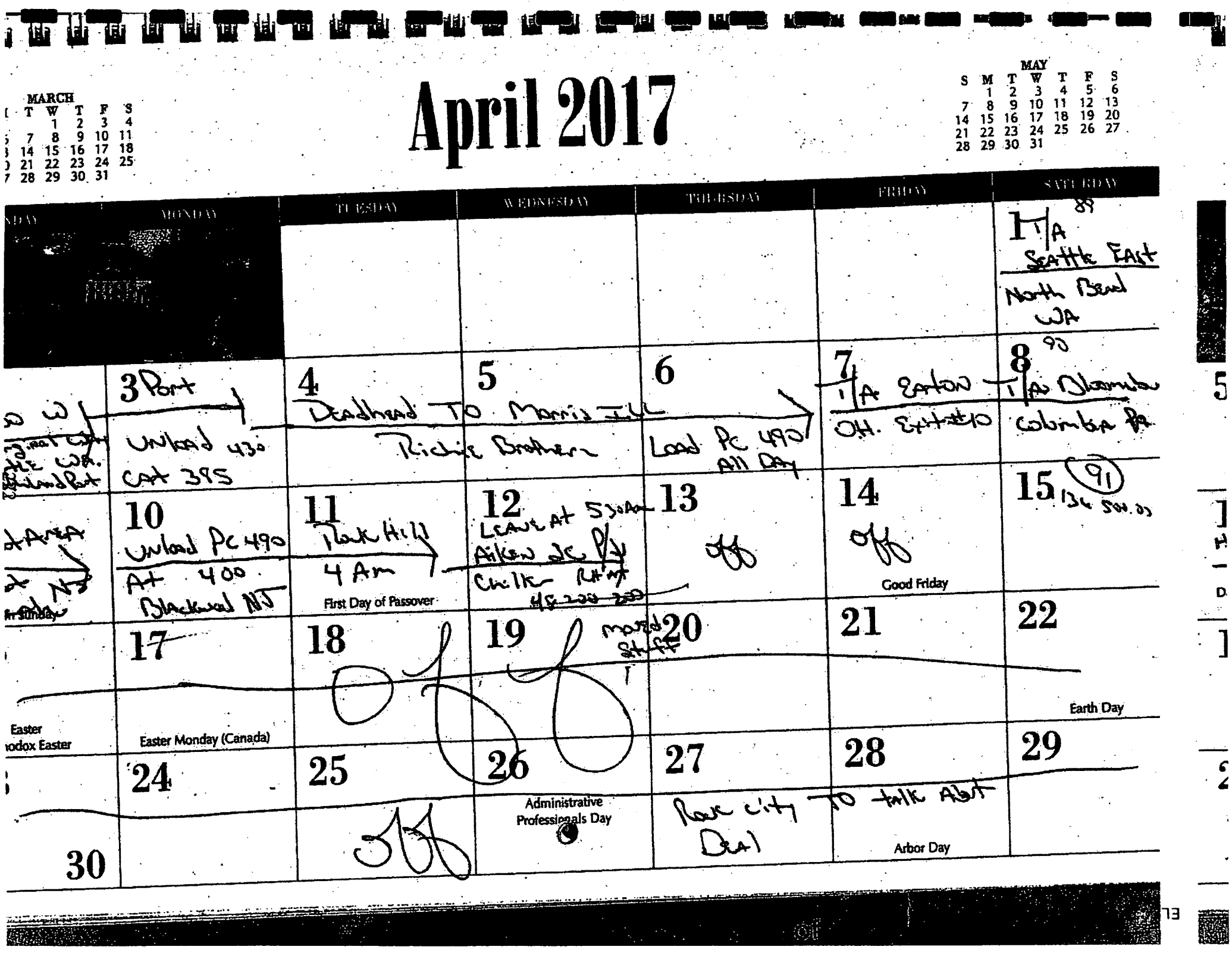
FEBRUARY

M	T	W	T	F	S
		1	2	3	4
6	7	8	9	10	11
13	14	15	16	17	18
20	21	22	23	24	25
27	28				

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Volvo to Carmine TX Ash Wednesday	2 Unload Carmine TX 4:00 Pm	3 Empty to Rock Hill SC 530 Rft	4 86
	6 Rock Hill to Port Brunswick GA Load Kalamazoo F Lift	7	8 James Dwyer Mop Del 2	9 300	10 Mop Load Fork Lift Get to Get @	11 87 Leave At Daylight Set Del to Ft 12 Lauderdale Fl Ath.
At Saving Time Begins	13 Off	14	15 Off	16 Off	17 St. Patrick's Day	18
	20 Leave At 500 Pm To Miami Fl Spring Begins	21 No Load Arrive at 900 Am	22 Powertrac Cat	23 385 CL	24 Load Remove Tracks	25 88 Leave Powertrac T/A E 328 120
Petro 368 I-75 N Cat 385	27 Leave Petro E 368 I 75 N	28 Loved E 208 I 65 N Clanton Ala.	29 Pilot T/S Marion Ill 9	30 Clay Center Kansas (Pizza Hut Vacant Trailer Dock)	31 T/A Ogallala Nebraska +090	



April 2017

MARCH

	T	W	T	F	S
		1	2	3	4
5	7	8	9	10	11
3	14	15	16	17	18
0	21	22	23	24	25
7	28	29	30	31	

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1 T/A 89 Seattle East North Bend WA
...o W ...ginal ... ...tle WA. ...land Port	3 Port Unload 430 Cat 395	4 Deadhead To Morris Ill Richie Brothers	5	6 Load PC 490 All Day	7 T/A Eaton OH. Exit #10	8 90 T/A Bloomsbu Columbia Pa
...t Area ...t NJ ...n Sunday	10 Unload PC 490 At 400 Blackwood NJ	11 Rock Hill 4 Am First Day of Passover	12 Leave At 530 Am Aiken SC P/U Chiller RH at 48 200 200	13 off	14 off Good Friday	15 (91) 136 500.00
Easter ...odox Easter	17 Easter Monday (Canada)	18 off	19 moved stuff	20	21	22 Earth Day
	24	25 off	26 Administrative Professionals Day	27 Rock city To talk About Deal	28 Arbor Day	29
30						

May 2017

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
	May Day				Cinco de Mayo	
7	8 Rock city	9	~~10~~	~~11~~	12	13
	Deal 2 hr					
14	15	16	17	18	19	20
Mother's Day						Armed Forces Day
21	22	23	24	25 Rock city Deal 1 hr	26	27
	Victoria Day (Canada)					First Day of Ramadan
28	29	30	31			
	Memorial Day, Observed					

YORK - COMMON PLEAS - CASE#2017CP4602487

June 2017

MAY

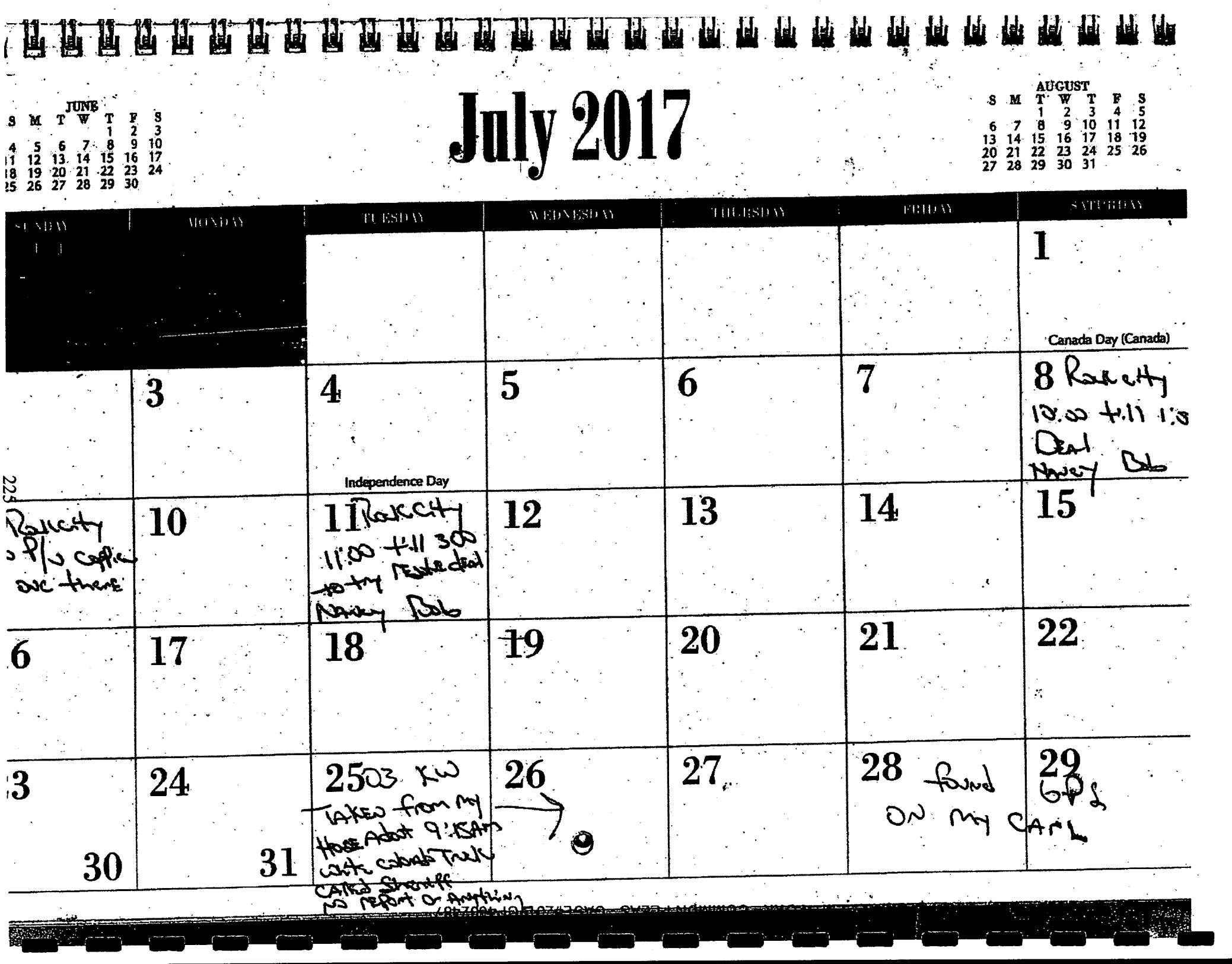
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2 Rock City Lunch R D Deal	3
4	5	6	7	8	9	10
11	12	13	14 Flag Day	15	16	17
18 Father's Day	19	20	21 Summer Begins	22 Rock City Lunch Deal	23	24 St. Jean Baptiste Day (Québec)
25	26 First Day of Eid al-Fitr	27	28	29	30	

July 2017



JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
[redacted]						1 Canada Day (Canada)
	3	4 Independence Day	5	6	7	8 Rock city 10:00 till 1:0 Deal Nancy Bob
Rock city o P/u coffee ove there	10	11 Rock city 11:00 till 3:00 to try resolve deal Nancy Bob	12	13	14	15
6	17	18	19	20	21	22
3 30	24 31	25 03 KW Taken from my House About 9:15AM with colorado Truck called Sheriff no report on anything	26	27	28 found ON my CARL	29 GPS

JULY

M	T	W	T	F	S
					1
3	4	5	6	7	8
10	11	12	13	14	15
17	18	19	20	21	22
24	25	26	27	28	29
31					

August 2017

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

UNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
round ck at cancHouse Staff	7 Civic Holiday (Canada)	8	9	10	11	12
3	14	15	16 Went to Duncan house got Truck caught	17 Hire Foster to do a Claim & Delivery on truck	18	19
)	21	22	23	24	25	26
7	28	29	30	31		

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EXHIBIT "D"

Rock City Heavy Haul, Inc.

Fam Trust Checking xxxx3532 S10

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Stat	Balance
01/06/2016	30187	Check	Mark Pafford	Expense Reimbursement		$489.61			C	n/a
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE		$2,000.00			R	n/a
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursment		$244.45			R	n/a
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE		$5,000.00			R	n/a
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement		$2,956.95			R	n/a
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE		$1,000.00			R	n/a
9-25-2015						2000.00				
08/06/2015	29946	Check	Mark Pafford	Equipment		$10,000.00			R	n/a
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursment		$2,377.61		truck 52	R	n/a
08/04/2015	29938	Check	Mark Pafford	Expense Reimbursment		$781.85		202098	R	n/a
07/28/2015	Debit	Check	Mark Pafford	Purchased Equipment	Mark Pafford	$2,000.00	Cashiers Check		R	n/a
07/16/2015	29891	Check	Mark Pafford	petty cash		$1,000.00	Gary Cash		R	n/a
07/14/2015	Debit	Check	Mark Pafford	Loan Repay - Robert Duncan		$3,000.00			R	n/a
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursment		$678.37			R	n/a
06/29/2015	Debit	Check	Mark Pafford	Permits and Escorts	purchased equipment	$2,500.00	Cashiers check		R	n/a
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursment		$492.09			R	n/a
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	$7,000.00			R	n/a
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	$1,000.00			R	n/a
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursment	Expense	$138.34		202020	R	n/a
05/21/2015	29780	Check	Mark	Equipment		$2,000.00			R	n/a

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		Pafford					
05/05/2015	29735	Check	Mark Pafford	Equipment	$494.87		R
05/01/2015	29729	Check	Mark Pafford	Equipment	$2,000.00		R
04/21/2015	29697	Check	Mark Pafford	Purchased Equipment	$2,000.00		R
03/27/2015	29614	Check	Mark Pafford	Equipment	$773.46		R
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursment	$346.69	201915	R
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursment	$20.75		R

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Fam Trust Checking xxxx3532 S10Ending Balance: [redacted]

Payee: Mark Pafford

Date	Ref No.	Type	Payee	Account	Memo	Payment	Deposit	Class	Reconciliation Status	Balance
02/10/2015	29516	Check	Mark Pafford	Expense Reimbursement					Reconciled	
02/20/2015	29549	Check	Mark Pafford	Expense Reimbursement				201915	Reconciled	
03/27/2015	~~29614~~	Check	Mark Pafford	Equipment		4000.00			Reconciled	
04/21/2015	29697	Check	Mark Pafford	Purchased Equipment		2,000.00			Reconciled	
05/01/2015	29729	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/05/2015	29735	Check	Mark Pafford	Equipment					Reconciled	
05/21/2015	29780	Check	Mark Pafford	Equipment		2,000.00			Reconciled	
05/21/2015	29781	Check	Mark Pafford	Expense Reimbursement	Expense			202020	Reconciled	
05/29/2015	29803	Check	Mark Pafford	Purchased Equipment	KW Trailer	1,000.00			Reconciled	
06/16/2015	29835	Check	Mark Pafford	Equipment	truck	7,000.00			Reconciled	
06/16/2015	29836	Check	Mark Pafford	Expense Reimbursement					Reconciled	
06/29/2015	Debit CK 6018781	Check	Mark Pafford	Permits and Escorts	purchased equipment	[redacted]			Reconciled	
07/07/2015	29874	Check	Mark Pafford	Expense Reimbursement					Reconciled	
~~07/14/2015~~ 7.13.15	Debit	Check 6020178	Mark Pafford	Purchased Equipment		3,000.00			Reconciled	
~~07/16/2015~~ 7.31.15	29891	Check	Mark Pafford	petty cash		1,000.00			Reconciled	
07/28/2015	Debit	Check 6020172	Mark Pafford	Purchased Equipment	Mark Pafford	2,000.00			Reconciled	

8-4-15 CK# 29938 [redacted]

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08/04/2015	29938	Check	Mark Pafford	Expense Reimbursement	781.85 (Hotel, weight Ticket)	202098	Reconciled
08/05/2015	29945	Check	Mark Pafford	Expense Reimbursement	2377.61 Truck Tires	truck 52	Reconciled Bought In Mobile AL
08/06/2015	29946	Check	Mark Pafford	Equipment	10,000.00		Reconciled
09/21/2015	30031	Check	Mark Pafford	EQUIPMENT PURCHASE	1,000.00		Reconciled
10/07/2015	30065	Check	Mark Pafford	Expense Reimbursement	2454.95 Exp (Replacement Hotel/Misc)		Reconciled
10/19/2015	30081	Check	Mark Pafford	EQUIPMENT PURCHASE	5,000.00		Reconciled
11/17/2015	30107	Check	Mark Pafford	Expense Reimbursement	244.45 (Hotel wt tickets)		Reconciled
11/19/2015	30109	Check	Mark Pafford	EQUIPMENT PURCHASE	2,000.00		Reconciled
12/22/2015	30161	Check	Mark Pafford	EQUIPMENT PURCHASE	5,000.00		Reconciled
01/08/2016	30187	Check	Mark Pafford	Expense Reimbursement	459.61 Exp wt Tickets		Reconciled
02/19/2016	30250	Check	Mark Pafford	EQUIPMENT PURCHASE	3,000.00		Reconciled
02/19/2016	30252	Check	Mark Pafford	Expense Reimbursement			Reconciled
03/04/2016	30265	Check	Mark Pafford	Purchases	3,000.00		Reconciled
03/24/2016	30301	Check	Mark Pafford	Expense Reimbursement	5000.00 Family Trust		Reconciled
03/24/2016	30302	Check	Mark Pafford	EQUIPMENT PURCHASE	6,000.00	651.42 Exp Money	Reconciled
04/22/2016	30356	Check	Mark Pafford	EQUIPMENT PURCHASE	3,000.00		Reconciled
06/20/2016	30420	Check	Mark Pafford	Expense Reimbursement	815.24 Exp Reimbursement		Reconciled

9-9-16 30478 - 77.44 Exp Money

8 22 16 30469 - 194.00 Exp Money

[redacted] [redacted] [redacted] 147.00 [redacted]

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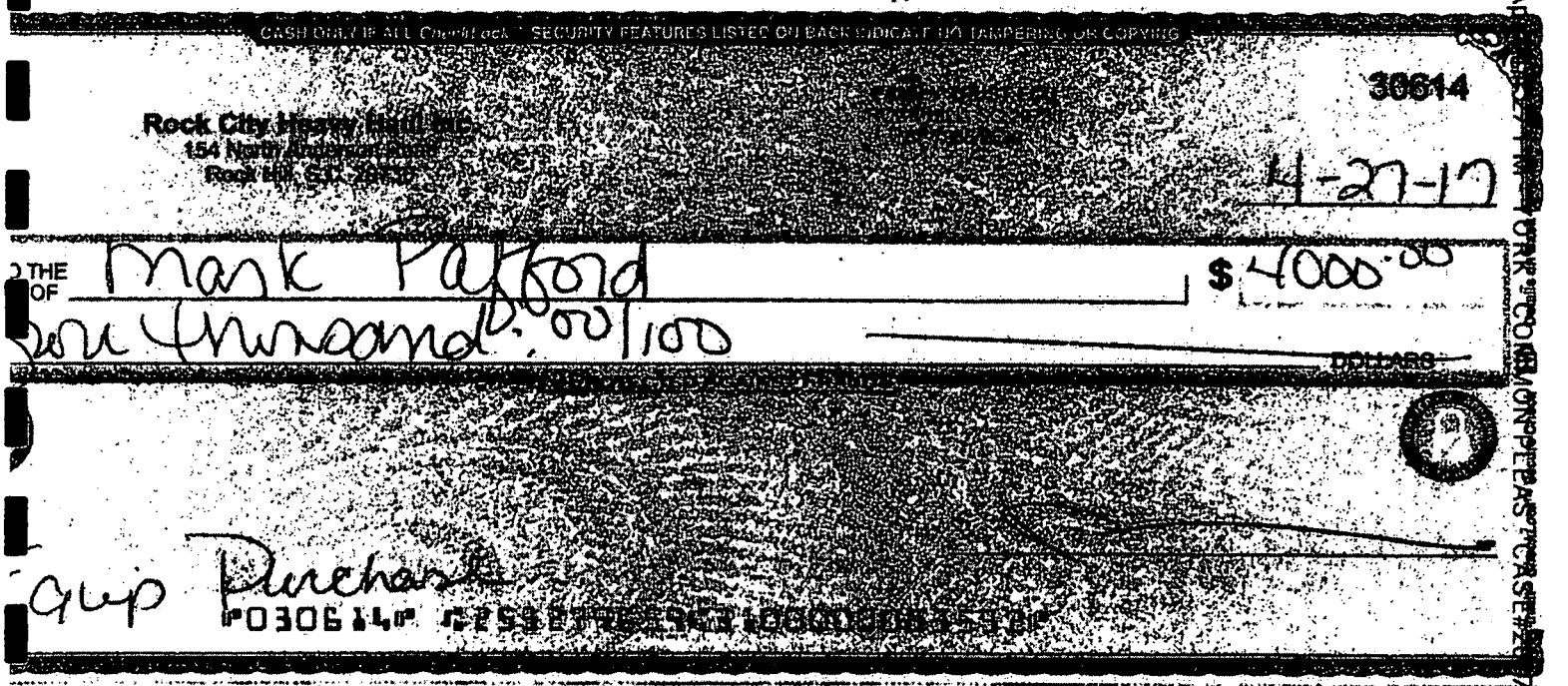

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30614

Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

4-27-17

TO THE ORDER OF Mark Pafford $ 4000.00

Four thousand 00/100 DOLLARS

Equip Purchase

⑈030614⑈ ⑆2532[illegible]

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Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

30618

4/11/2017

PAY TO THE ORDER OF Mark Pafford

$ **4,000.00

Four Thousand and 00/100********** DOLLARS

Mark Pafford

MEMO

Robert W Duncan

⑈030618⑈ ⑆253279659⑆ 3100000083532⑈

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Robert W Duncan
DBA Rock City Truck
5300 Bluebird Lane
York SC 29745

WELLS FARGO BANK, NA
67-778/532

1301

2/23/2017

PAY TO THE ORDER OF MARK PAFFORD $ **3,000.00

Three Thousand and 00/100********** DOLLARS

MARK PAFFORD

MEMO

⑈001301⑈ ⑆053207766⑆ 3984118848⑈

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EFS

1104 Country Hills Dr. Suite 600
Ogden, UT 84403

CHECK NUMBER 92764363

86-158/531

DATE 2-27-17

PAY TO THE ORDER OF Mark Pafford

THE SUM OF two thousand -00/100 U.S. DOLLARS $ 3000.00

DRIVER'S LICENSE Number 162543 State

MONEYCODE 140672 746 1850 000

Payable through WFB, N.A.
Chapel Hill, NC
Issued by Electronic Funds Source LLC

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AUTHORIZATION CODE

VALID FOR 30 DAYS AFTER AUTHORIZATION

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www.efsllc.com

tel: 801-624-4690 tel: 800-403-56

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⑈927643635⑈ ⑆053101561⑆ 801801441 37⑈

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1348

WELLS FARGO BANK, NA
67-776/632

Robert W Duncan
DBA Rock City Truck
6300 Bluebird Lane
York, SC 29745

1/18/2017

PAY TO THE ORDER OF MARK PAFFORD $ **4,000.00

Four Thousand and 00/100********** DOLLARS

MARK PAFFORD

MEMO

⑈001348⑈ ⑆053207766⑆ 3984118848⑈

235

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30572

Rock City Heavy Haul Inc
164 North Anderson Road
Rock Hill, S.C. 29730

12/27/2016

TO THE ORDER OF Mark Pafford $ **4,000.00

Four Thousand and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

Mark Pafford

MO

Robert W. Duncan MP

Details on Back

Intuit® CheckLock™ Secure Check

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Rock City Heavy Haul Inc.
154 North Anderson Road
Rock Hill, S.C. 29730

FAMILY TRUST FCU
ROCK HILL, SC 29730
87-7995/2832

30551

12-2-2016

PAY TO THE ORDER OF MARK DAFFORD $ 4,000.00

Four Thousand DOLLARS

PROTECTED AGAINST FRAUD

MEMO Carry Funds

⑈030551⑈ ⑆253279659⑆ 3100000083532⑈

Rock City Heavy Haul Inc. 30551

12-2-2016
MARK DAFFORD
$ 4000.00

Rock City Heavy Haul Inc. 30551

ELECTRONICALLY FILED 2018 Apr 04 4:27 PM - DUN

ROBERT W DUNCAN
DBA ROCK CITY TRUCK
[illegible]

1162

DATE 10/28/14

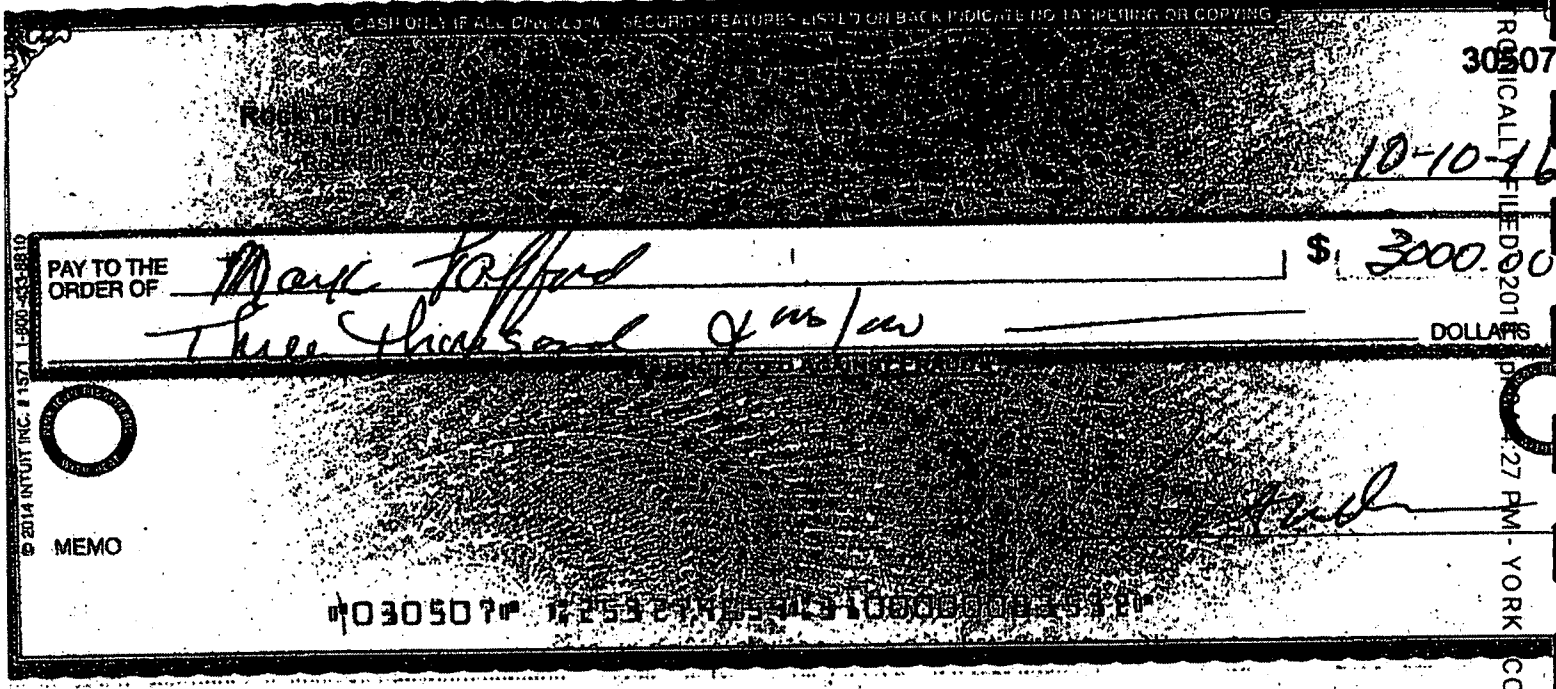
PAY TO THE ORDER OF Mark Pafford $ 2000.00

two thousand dollars

WELLS FARGO

FOR

⑈000001162⑈ ⑆053207766⑆ 3984188848⑈



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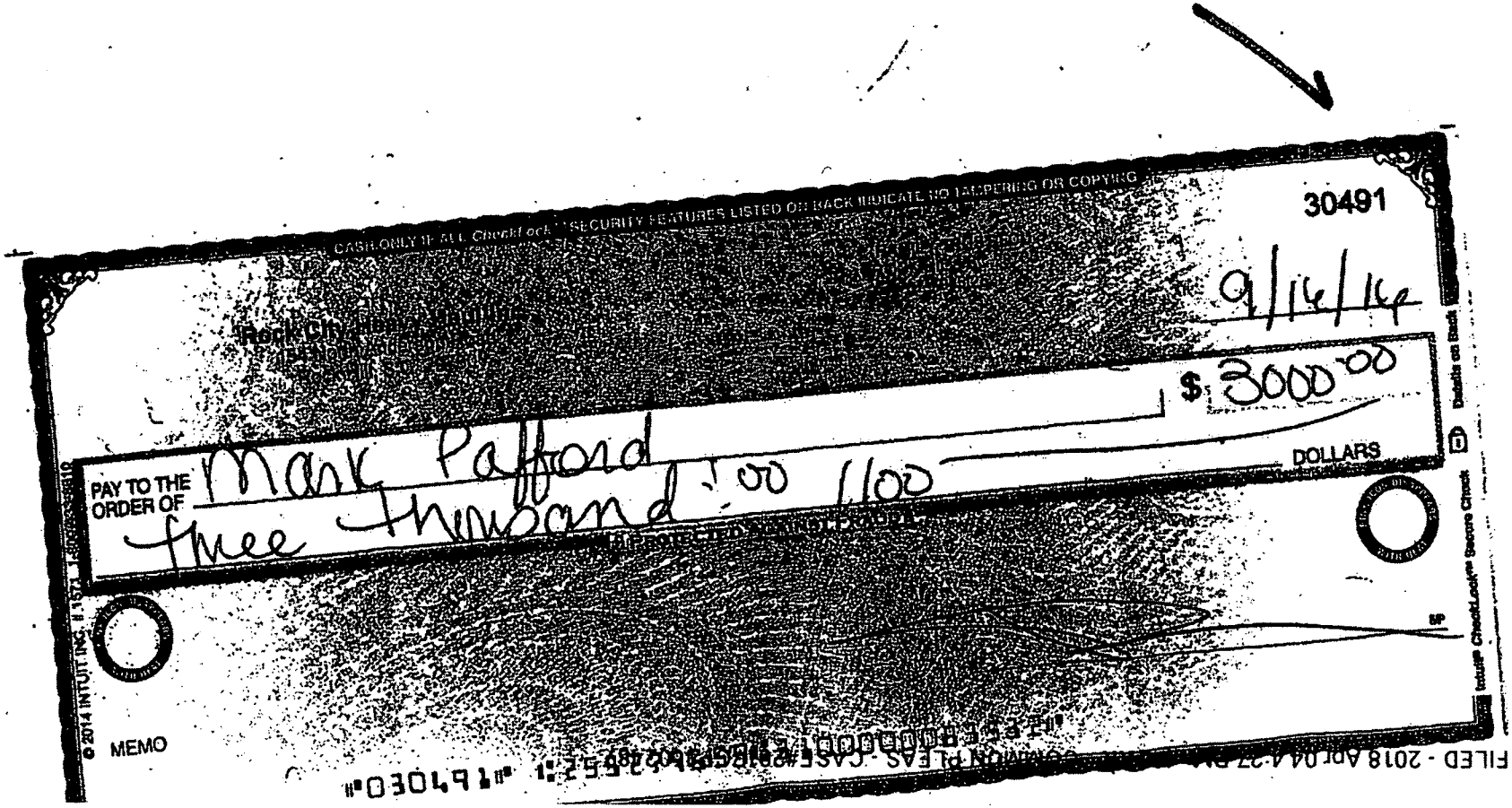

ELECTRONICALLY FILED - 2018 Apr 04 4:27 PM

9-16-2016

Rock City Heavy Haul
154 N Anderson Road
Rock Hill SC 29745
803-324-4125

RE: Payment received

I, Mark Pafford, have received the amount of $ 10,000.00 from Rock City Heavy Haul today as a purchase toward equipment for Rock City Heavy Haul.

Signed MP
Date 9 16 14

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30478

Rock City Heavy Haul Inc
154 North Anderson Road
Rock Hill, S.C. 29730

9/9/2016

PAY TO THE ORDER OF Mark Pafford $**77.64

Seventy-Seven and 64/100********** DOLLARS

PROTECTED WITH TRUECHECK

Mark Pafford

MEMO

Robert W. Duncan

⑈030478⑈ ⑆253279659⑆ 1000000083532⑈

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30472

Rock City Heavy Hauling

8-23-16

PAY TO THE ORDER OF Mark Pafford $ 4000.00

Four Thousand 00/100 DOLLARS

MEMO Equipment Purchase

⑈030472⑈ ⑆253279659⑆ 3100000083532⑈

Details on Back

Intuit® CheckLock™ Secure Check

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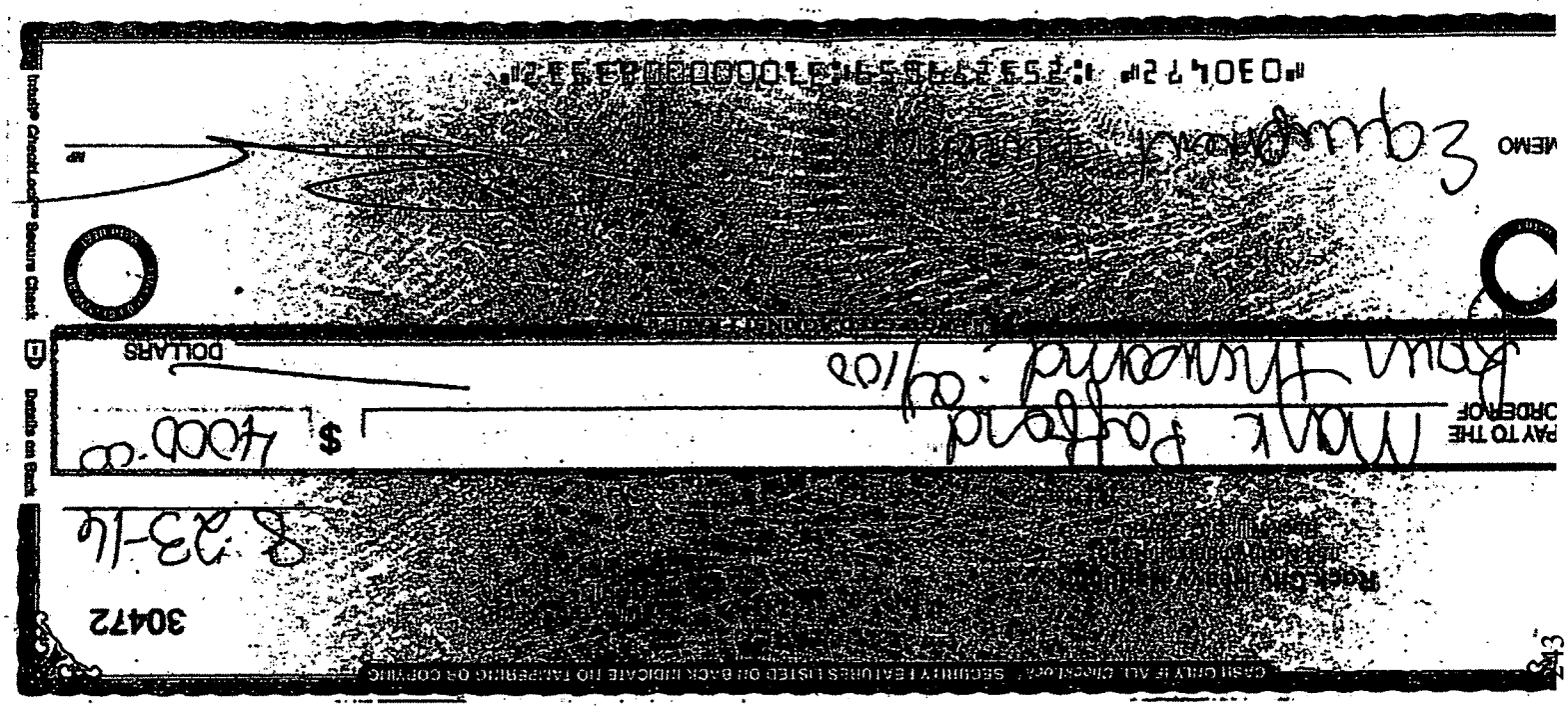

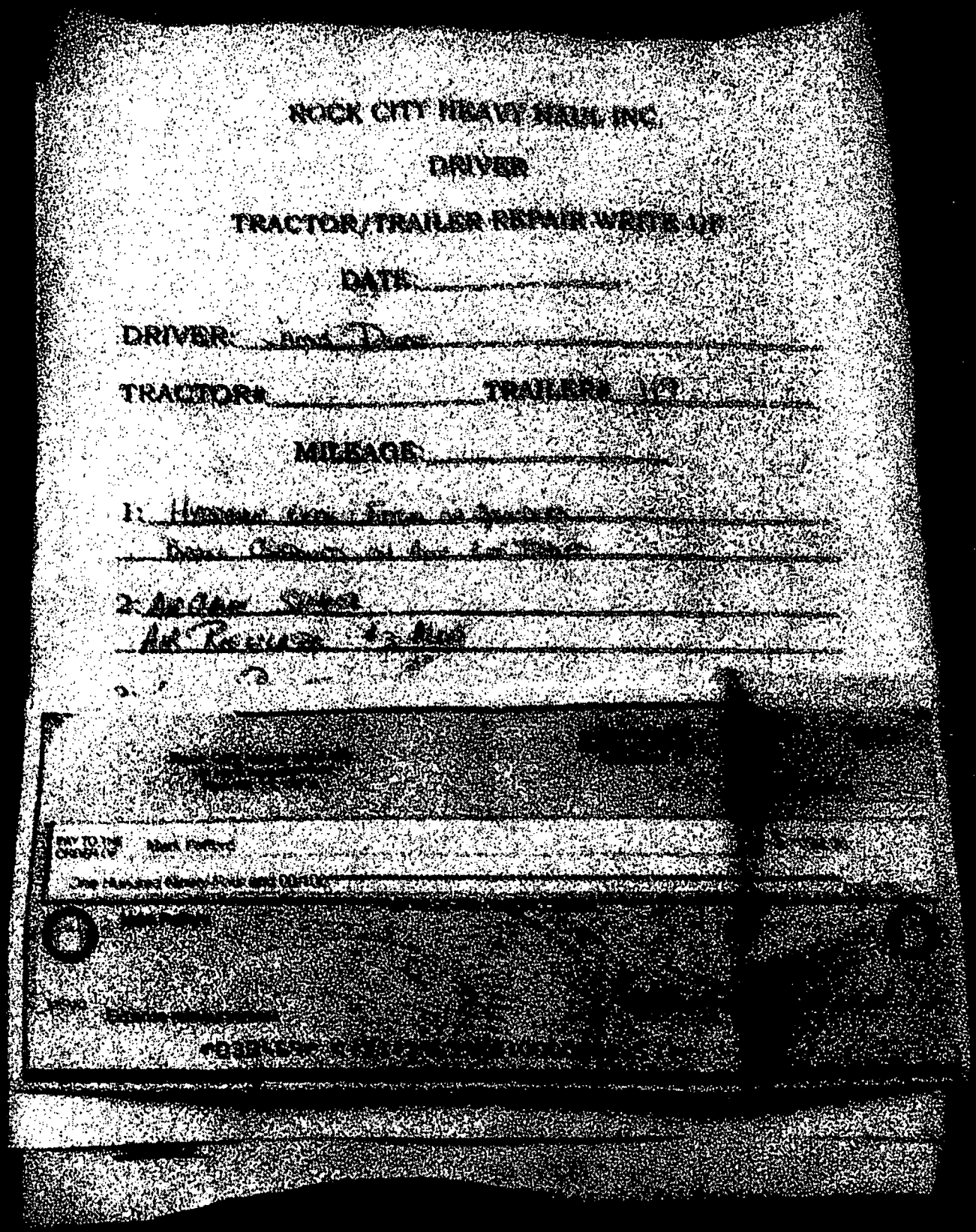

ROCK CITY HEAVY HAUL INC.

DRIVER

TRACTOR/TRAILER REPAIR WRITE UP

DATE

DRIVER:

TRACTOR#

TRAILER#

MILEAGE

1:

2:

3:

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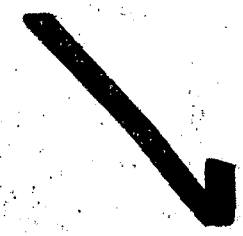
Your Copy



COPY

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30461

Rock City Hearty Meat Inc
154 North Anderson Road
Rock Hill, S.C. 29730

8/10/2016

PAY TO THE ORDER OF Mark Pafford $ **147.20

One Hundred Forty-Seven and 20/100********** DOLLARS

Mark Pafford

MEMO misc. receipts

⑈030461⑈ ⑆253279659⑆310000008359 2⑈

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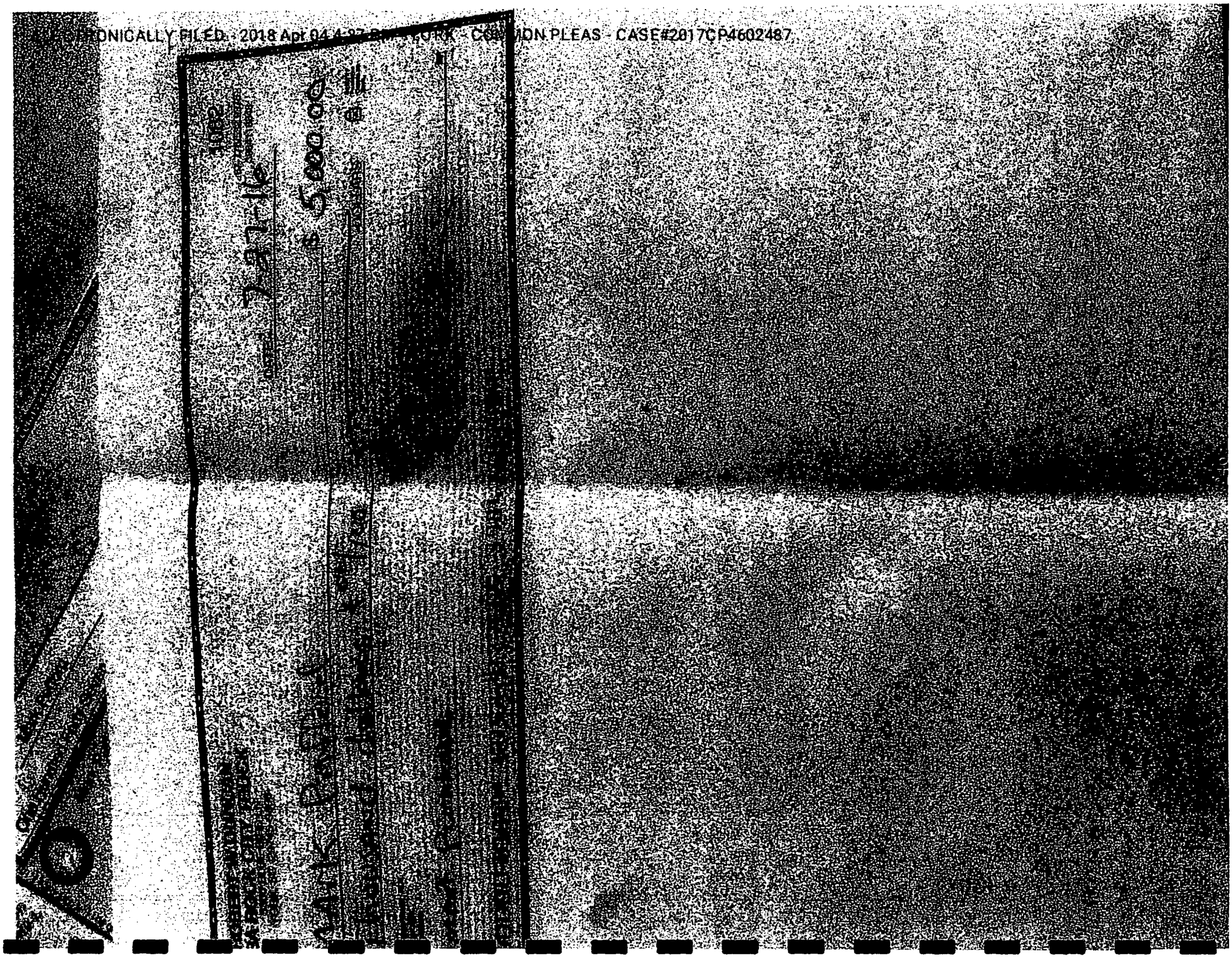

06/20/2016	[redacted]	Check	Mark Pafford	EQUIPMENT PURCHASE	[redacted]	Reconciled
07/12/2016	[redacted]	Check	Mark Pafford	EQUIPMENT PURCHASE	[redacted]	Reconciled
TOTAL					67,500.00	

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