

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

RECEIVED

AUG 09 2021

SC Court of Appeals

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 4

John Martin Foster
Post Office Box 106
Rock Hill, S. C. 29731-6106
803 324-8100
Attorney for Appellant

Stephen D. Schusterman
Post Office Box 4211
Rock Hill, South Carolina 29731
803 325-7788
Attorney for Respondents

122105278
09/25/2015
3333086838

This is a LEGAL COPY
of your check. You can
use it the same way
you would use the
original check.

RETURN REASON - 2
NOT AUTHORIZED

000004185501073
122105278 09/24/2015

NOT AUTHORIZED



EFS

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

PAY TO THE ORDER OF

THE SUM OF

DRIVER'S LICENSE
Number

00195826

SC

MONEYCODE

140672 3636681 000

Payable through WFB, N.A.
Chapel Hill, NC

Issued by Electronic Funds Source LLC



VALID FOR 30 DAYS AFTER AUTHORIZATION



CHECK NUMBER
837493677
DATE 9-23-15

U.S. DOLLARS

1,000.00

Do not accept without
obtaining authorization
directly from EFS.

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

www.efsilc.com

tel: 801-824-4890 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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122105278
09/25/2015
3333086837

This is a LEGAL COPY
of your check. You can
use it the same way
you would use the
original check.

RETURN REASON - 2
NOT AUTHORIZED

000004185501074
122105278 09/24/2015

NOT AUTHORIZED



EFS

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

PAY TO THE ORDER OF

THE SUM OF

DRIVER'S LICENSE
Number

001956826

SC

MONEYCODE

140672 3541009 000

Payable through WFB, N.A.
Chapel Hill, NC

Issued by Electronic Funds Source LLC



VALID FOR 30 DAYS AFTER AUTHORIZATION



CHECK NUMBER
837493668
DATE 9-23-15

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

www.efsilc.com

tel: 801-824-4890 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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09/25/2015
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This is a LEGAL COPY
of your check. You can
use it the same way
you would use the
original check.

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122105278 09/24/2015

NOT AUTHORIZED



EFS

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

PAY TO THE ORDER OF

THE SUM OF

DRIVER'S LICENSE
Number

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SC

MONEYCODE

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Payable through WFB, N.A.
Chapel Hill, NC

Issued by Electronic Funds Source LLC



VALID FOR 30 DAYS AFTER AUTHORIZATION



CHECK NUMBER
837493659
DATE 9-23-15

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

www.efsilc.com

tel: 801-824-4890 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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122105278 09/25/2015
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3333086836 RR - 4



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DO NOT ALTER OR DESTROY THIS DOCUMENT
FOR INFORMATION OF THE U.S. DEPARTMENT OF JUSTICE
AND THE U.S. DEPARTMENT OF EDUCATION
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Mark P. Ford

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Wells Fargo Online®

[<Back to Account Activity](#)**Deposit Details**

Deposit #931840219 to EVERYDAY CHECKING XXXXXX4048

Deposit Date	Description	Amount	Status
09/23/15	DEPOSIT MADE IN A BRANCH/STORE #931840219 - View Deposit Slip	\$4,000.00	Posted 09/23/15

Deposit Summary

Category	Amount
Checks (3 Items)	\$4,000.00
Total	\$4,000.00

Deposited Items

Checks Item #	Bank	Account #	Check #	Amount
1	WELLS FARGO BK NA	XXXXXX4137	837493868 - View	\$1,500.00
2	WELLS FARGO BK NA	XXXXXX4137	837493859 - View	\$1,500.00
3	WELLS FARGO BK NA	XXXXXX4137	837493877 - View	\$1,000.00
Total Checks				\$4,000.00

92315
6000.00

Equal Housing Lender

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Cargo Deposit Details



Wells Fargo Online®

[Link to Account Activity](#)

Deposit Details

Deposit #931840218 to EVERYDAY CHECKING XXXXXX4048

Deposit Date: 9/18/15
 Description: DEPOSIT MADE IN A BRANCH/STORE #931840218 - [View Deposit Slip](#)

Amount: \$1,000.00
 Status: Posted 09/18/15

Deposit Summary

Category	Amount
Checks (1 item)	\$1,000.00
Total	\$1,000.00

Deposited Items

Checks Item #	Bank	Account #	Check #	Amount
	FAMILY TRUST FCU	XXXXXXXXXX3532	30031 - View	\$1,000.00
Total Checks				\$1,000.00

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Is Fargo Deposit Details



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Back to Account Activity

Deposit Details

Deposit #931840217 to EVERYDAY CHECKING XXXXXX4048

Deposit Date	Description	Amount	Status
09/11/15	DEPOSIT MADE IN A BRANCH/STORE #931840217 - View Deposit Slip	\$3,500.00	Posted 09/11/15

Deposit Summary

Category	Amount
Checks (3 Items)	\$3,500.00
Total	\$3,500.00

Deposited Items

Checks Item #	Bank	Account #
1	WELLS FARGO BK NA	XXXXXX4137
2	WELLS FARGO BK NA	XXXXXX4137
3	WELLS FARGO BK NA	XXXXXX4137
Total Checks		

Check #

837493857 - View

837493821 - View

837493848 - View

Amount

\$1,500.00

\$1,500.00

\$500.00

\$3,500.00

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Is Fargo Deposit Details



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Back to Account Activity

Deposit Details

Deposit to EVERYDAY CHECKING XXXXXX4048

Deposit Date	Description	Amount	Status
08/25/15	eDeposit in Branch/Store 08/25/15 11:14:34 AM 113 E MAIN ST ROCK HILL SC 4048	\$2,000.00	Posted 08/25/15

Deposit Summary

Category	Amount
Cash Deposit	\$2,000.00
Total	\$2,000.00

Deposited Items

Cash Deposit	\$2,000.00
Cash Deposit	

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X-7 Bank Statement 9 1 15 need copy

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
8/26		Purchase authorized on 08/25 Dubois Lumber and Grayling MI 9285237638638348 Card 8781		218.48	10,619.15
8/27		Non-WF ATM Withdrawal authorized on 08/27 505 Braceville Turnpike M Newton Falls OH 00305239473906145 ATM ID Lk473786 Card 8781		202.50	
8/27		Non-Wells Fargo ATM Transaction Fee		2.50	10,414.15
8/31		Purchase authorized on 08/30 WM Super Wal-Mart Sup East Lampeter PA P0000000340244875 Card 8781		57.94	
8/31		Purchase authorized on 08/30 Scottish Inn Ronks PA 8585241698584717 Card 8781		133.20	10,223.01
9/4		Wire Trans Svc Charge - Sequence: 150904052284 Srt# 0009431247106889 Trn#150904052284 Rfb#		30.00	
9/4		ATM Withdrawal authorized on 09/04 117 E Broadway Owatonna MN 0008674 ATM ID 5805C Card 8781		300.00	
9/4		WT Fed#05177 Community First Ba /Fr/Bnf=James T Pafford Jr Srt# 0009431247106889 Trn#150904052284 Rfb#		8,500.00	1,393.01
9/9		Purchase authorized on 09/09 Iowa 80 Truckstop Serv Walcott IA P00465252500951421 Card 8781		493.50	899.51
9/10		Purchase authorized on 09/08 Comfort Inn of Owa 507-4440818 MN 5585247719282903 Card 8781		401.36	
9/10		Purchase authorized on 09/09 Saco Payment 678-9062570 GA S385252523020189 Card 8781		109.95	388.20
9/11		Deposit Made In A Branch/Store	3,500.00		3,888.20
9/14		Purchase authorized on 09/13 Meijer IN 5845 Jackson Ann Arbor MI P00000000741974673 Card 8781		27.03	
9/14		Purchase authorized on 09/13 Vzwrls*lv Va 800-922-0204 NJ S305255717768127 Card 8781		334.84	3,526.53
9/15		Purchase authorized on 09/13 Dish Network-One T 800-894-9131 CO S305255714411432 Card 8781		168.99	3,357.54
9/17		Purchase authorized on 09/15 Scooters Bar & Grl Flint MI S385258699010308 Card 8781		22.43	
9/17		Purchase authorized on 09/16 Hampton Inn and Su Flint MI S165258006958695 Card 8781		92.13	
9/17		Purchase authorized on 09/17 Staples, Inc Wooster OH P00305261005230118 Card 8781		194.85	3,048.13
9/18		Deposit Made In A Branch/Store	1,000.00		
9/18		Purchase authorized on 09/17 Fairfield Inn & Su Fenton MI S385258751896581 Card 8781		92.13	
9/18		Non-WF ATM Withdrawal authorized on 09/18 15974 E Main Stnrb MT Eaton OH 00585261532931680 ATM ID OH000245 Card 8781		303.00	
9/18		Non-Wells Fargo ATM Transaction Fee		2.50	3,650.50
9/21		Purchase authorized on 09/20 White's Travl Ctr Raphine VA S385263811878984 Card 8781		472.72	3,177.78
9/22		Deposit IN Branch/Store 09/22/15 04:16:09 Pm 113 E Main St Rock Hill SC 8781	2,000.00		
9/22		Wire Trans Svc Charge - Sequence: 150922123132 Srt# 0068327265800821 Trn#150922123132 Rfb#		30.00	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
9/22		WT Fed#04628 Family Trust Fou /Ftr/Bnt=Brenton Russell Pafford Sri# 0068327285800621 Tm#150922123132 Rfb#	4,000.00	2,500.00	2,847.78
9/23		Deposit Made In A Branch/Store			8,847.78
Ending balance on 9/24			\$10,500.00	\$14,689.85	
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of Overdraft and Returned item fee(s)

	Total this statement period	Total year-to-date †
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$17.50

† Year-to-date total reflects fees assessed or reversed since first full statement period of current calendar year.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feeFAQ to find answers to common questions about the monthly service fee on your account.

Fee period 08/26/2015 - 09/24/2015	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$1,500.00	\$388.20 ☐
• Total amount of qualifying direct deposits	\$500.00	\$0.00 ☐
• Total number of posted Wells Fargo Debit Card purchases and/or payments	10	14 ☒
• The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card		

Monthly service fee discount(s) (applied when box is checked)

Age of primary account owner is 17 - 24 (\$5.00 discount) ☐
RCRC

Worksheet to balance your account

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

A Enter the ending balance on this statement.

B List outstanding deposits and other credits to your account that do not appear on this statement. Enter the total in the column to the right.

Description	Amount
Total	\$

C Add **A** and **B** to calculate the subtotal.

D List outstanding checks, withdrawals, and other debits to your account that do not appear on this statement. Enter the total in the column to the right.

[illegible]

E Subtract **D** from **C** to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register.

General statement policies for Wells Fargo Bank

- **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts.** You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at Wells Fargo Servicing, P.O. Box 14415, Des Moines, IA 50306-3415. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.
- **In case of errors or questions about your electronic transfers,** telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.



Deposit #907219137 to EVERYDAY CHECKING XXXXXX4048

Deposit:

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Deposit Slip Details

Deposit #907219137 to EVERYDAY CHECKING XXXXXX4048

Deposit
Date Description
07/31/15 DEPOSIT MADE IN A BRANCH/STORE #907219137

Amount Status
\$1,000.00 Posted 07/31/15

Deposit:

(Check One) ☒ Checking ☐ Savings ☐ Money Market Access ☐ Command

*6896184048 = 7/31/15

Mark Porford
PO Box 1111 SC

Deposits may not be cashed here
for deposits of \$1,000 or more.
See branch for details.

Cash 1000.00
Total \$ 1000.00

Please sign & attach passbook for each deposit. Two forms of ID may be required for cash deposits.

X

Bank Use Only (Do Not Write) - NEW COPY - NEW COPY

TOTAL 1000.00
CASH 1000.00
TOTAL 1000.00

Equal Housing Lender

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Account Activity

EVERYDAY CHECKING XXXXXX4048

Activity Summary

Current Posted Balance	\$7,155.51
Pending Withdrawals/ Debits	\$0.00
Pending Deposits/ Credits	\$0.00
Available Balance	\$7,155.51

Transactions

Show: for Last 90 Days

Date ↓	Description	Deposits / Credits	Withdrawals / Debits
Pending Transactions Note: Debit card transaction amounts may change			
No pending transactions meet your criteria above.			
Posted Transactions			
08/03/15	PURCHASE AUTHORIZED ON 08/02 WM SUPERC Wal-Mart Sup SEALY TX P00000000733300923 CARD 8781		\$178.87
08/03/15	PURCHASE AUTHORIZED ON 08/01 AMERICAS BEST VALU SEALY TX S305214039228772 CARD 8781		\$142.28
07/31/15	PURCHASE AUTHORIZED ON 07/30 SWEETWATER TA SWEETWATER TX S305211514905002 CARD 8781		\$130.62
07/31/15	DEPOSIT MADE IN A BRANCH/STORE #907219137	\$1,000.00	
07/30/15	PURCHASE AUTHORIZED ON 07/28 GOODYEAR COMMERCIAL MOBILE AL S685209875785653 CARD 8781		\$1,476.36
07/28/15	DEPOSIT MADE IN A BRANCH/STORE #832977335	\$2,000.00	
07/27/15	PURCHASE AUTHORIZED ON 07/26 WAL-MART #1375 MARIANNA FL P0000000048880949 CARD 8781		\$89.51
07/27/15	PURCHASE AUTHORIZED ON 07/26 DAYS INN MARIANNA FL S385207030851089 CARD 8781		\$182.77
07/27/15	PURCHASE AUTHORIZED ON 07/24 STATE FARM 800-958-6310 IL S385204725886135 CARD 8781		\$286.02
07/23/15	NON-WELLS FARGO ATM TRANSACTION FEE		\$2.50
07/23/15	NON-WF ATM WITHDRAWAL AUTHORIZED ON 07/23 722 WATT ROAD FCTI ISO KNOXVILLE TN 00485204813519395 ATM ID TQ14355 CARD 8781		\$303.95
07/23/15	PURCHASE AUTHORIZED ON 07/21 DISH NETWORK-ONE T 800-884-8131 CO S485201451239478 CARD 8781		\$345.47
07/22/15	PURCHASE AUTHORIZED ON 07/20 VERIZON WRLS MYACC 800-8220204 CA S305201462873204 CARD 8781		\$214.83
07/21/15	PURCHASE AUTHORIZED ON 07/20 SEDC PAYMENT 678-8062570 GA S305201448843460 CARD 8781		\$169.95
07/20/15	PURCHASE AUTHORIZED ON 07/18 ECONO LODGE BELLMAWR NJ S585199648009272 CARD 8781		\$170.22
07/20/15	PURCHASE AUTHORIZED ON 07/18 WM SUPERC Wal-Mart Sup DEPTFORD E NJ P00000000239386310 CARD 8781		\$145.88
07/17/15	DEPOSIT MADE IN A BRANCH/STORE #832977334	\$3,000.00	
07/16/15	PURCHASE AUTHORIZED ON 07/14 JOES TOWING BLOOMINGTON IL S485195540734652 CARD 8781		\$991.25
07/16/15	NON-WELLS FARGO ATM TRANSACTION FEE		\$2.50
07/16/15	NON-WF ATM WITHDRAWAL AUTHORIZED ON 07/15 I-55 I-74 I-39 FCTI ISO BLOOMINGTON IL 00585198663652512 ATM ID TQ14132 CARD 8781		\$303.95

07/13/15	PURCHASE AUTHORIZED ON 07/12 BEST WESTERN ASHLA MORTON IL S585192701307809 CARD 8781			\$156.78
07/13/15	PURCHASE AUTHORIZED ON 07/11 WM SUPERC Wal-Mart Sup MORTON IL P00000000548158727 CARD 8781			\$39.75
07/10/15	CHECK # 1040			\$1,000.00
07/06/15	ATM WITHDRAWAL AUTHORIZED ON 07/06 113 EAST MAIN ST ROCK HILL SC 0004833 ATM ID 2040T CARD 8781			\$300.00
07/06/15	PURCHASE AUTHORIZED ON 07/05 WAL-MART #4583 ROCK HILL SC P00000000554578563 CARD 8781			\$159.52
07/06/15	PURCHASE AUTHORIZED ON 07/02 SUPER 8 WAYNESBURG WAYNESBURG PA S305184084988095 CARD 8781			\$98.09
06/30/15	PURCHASE AUTHORIZED ON 06/28 TGI FRIDAY'S #0360 NEWBURGH NY S085178628105128 CARD 8781			\$58.52
06/29/15	NON-WELLS FARGO ATM TRANSACTION FEE			\$2.50
06/29/15	NON-WF ATM WITHDRAWAL AUTHORIZED ON 06/27 125 NEELYTOWN RFCTI ISO MONTGOMERY NY 00305178694955082 ATM ID TQ14241 CARD 8781			\$304.25
06/29/15	DEPOSIT MADE IN A BRANCH/STORE #832977333		\$2,500.00	
06/17/15	PURCHASE AUTHORIZED ON 06/17 VZWRLSS*IVR VE 800-822-0204 NJ S585187628588913 CARD 8781			\$360.39
06/16/15	PURCHASE AUTHORIZED ON 06/16 Staples, Inc ROCK HILL SC P00385187504812771 CARD 8781			\$133.28
06/16/15	PURCHASE AUTHORIZED ON 06/15 DOMINO'S 5632 ROCK HILL SC S185186825682126 CARD 8781			\$18.52
06/16/15	eDeposit in Branch/Store 06/16/15 09:34:53 AM 113 E MAIN ST ROCK HILL SC 4048		\$2,000.00	
06/16/15	PURCHASE AUTHORIZED ON 06/14 WM SUPERC Wal-Mart Sup CHATTANOOGA TN P00000000548647484 CARD 8781			\$58.35
06/15/15	PURCHASE AUTHORIZED ON 06/13 MOTEL 8 DOWNTOWN C CHATTANOOGA TN S385184894672177 CARD 8781			\$234.44
06/15/15	PURCHASE AUTHORIZED ON 06/13 MIKE'S SMOKEHOUSE CHATTANOOGA TN S585164817931775 CARD 8781			\$34.84
06/11/15	PURCHASE AUTHORIZED ON 06/10 SEDC PAYMENT 878-8062670 GA S305161708898538 CARD 8781			\$131.28
06/08/15	PURCHASE AUTHORIZED ON 06/06 MOTEL 8 CLEVELAND TX S385157688802710 CARD 8781			\$119.76
06/05/15	RECURRING PAYMENT AUTHORIZED ON 06/05 AmazonPrime Member amzn.com/prime NV S585158098935651 CARD 8781			\$99.00
06/03/15	NON-WELLS FARGO ATM TRANSACTION FEE			\$2.50
06/03/15	NON-WF ATM WITHDRAWAL AUTHORIZED ON 06/03 FLYING JAY # 46BRANCH BAN WYTHEVILLE VA 00305164714885270 ATM ID B385 CARD 8781			\$200.00
05/29/15	DEPOSIT MADE IN A BRANCH/STORE #880827911		\$1,138.34	
05/28/15	eDeposit in Branch/Store 05/28/15 02:36:39 PM 113 E MAIN ST ROCK HILL SC 8781		\$2,140.00	
05/27/15	NON-WELLS FARGO ATM TRANSACTION FEE			\$2.50
05/27/15	NON-WF ATM WITHDRAWAL AUTHORIZED ON 05/27 245 ALLEGHENY BFCTI ISO BROOKVILLE PA 00385147570019119 ATM ID TQ14015 CARD 8781			\$203.95
05/26/15	PURCHASE AUTHORIZED ON 05/24 LOWE'S #416 ROCK HILL SC P00585144751888435 CARD 8781			\$248.44
05/26/15	PURCHASE AUTHORIZED ON 05/22 DISH NETWORK-ONE T 800-894-8131 CO S485141784849287 CARD 8781			\$345.47
05/26/15	PURCHASE AUTHORIZED ON 05/22 LAZY BOY FURNITURE 704-341-8393 NC S585142536530268 CARD 8781			\$1,306.57
05/21/15	eDeposit in Branch/Store 05/21/15 04:18:40 PM 113 E MAIN ST ROCK HILL SC 8781		\$1,810.00	
05/18/15	PURCHASE AUTHORIZED ON 05/16 VZWRLSS*IVR VE 800-822-0204 NJ S385135498384652 CARD 8781			\$170.00
05/18/15	PURCHASE AUTHORIZED ON 05/14 CLEM'S SEAFOOD SOUTHPORT NC S585134716851801 CARD 8781			\$285.46
05/18/15	eDeposit in Branch/Store 05/18/15 12:28:32 PM 113 E MAIN ST ROCK HILL SC 8781		\$2,000.00	
05/14/15	NON-WELLS FARGO ATM TRANSACTION FEE			\$2.50

05/14/15	NON-WF ATM WITHDRAWAL AUTHORIZED ON 05/14 770 MOORES FERRFCTI ISO SKIPPERS VA 00385135030593813 ATM ID TX14515 CARD 8781		\$203.95
05/11/15	PURCHASE AUTHORIZED ON 05/09 FRUGAL MACDOOGAL - LIQ FORT MILL SC P00465129630837126 CARD 8781		\$263.10
05/11/15	PURCHASE AUTHORIZED ON 05/09 CARQUEST 1342 ROCK HILL SC P00000000346475105 CARD 8781		\$102.59
05/07/15	CHECK # 1039		\$1,000.00
05/07/15	PURCHASE AUTHORIZED ON 05/06 LAZY BOY FURNITURE 704-341-8393 NC S305126808621788 CARD 8781		\$1,500.00
05/06/15	PURCHASE AUTHORIZED ON 05/04 HESS 30288 EDISON NJ S385124607238350 CARD 8781		\$100.00
Totals		\$17,588.34	\$14,250.81

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC. Wells Fargo Bank, N.A. is a banking affiliate of Wells Fargo & Company.

 Equal Housing Lender
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Wells Fargo Online®

Deposited Item Details

Deposit #832977335 to EVERYDAY CHECKING XXXXXX4048

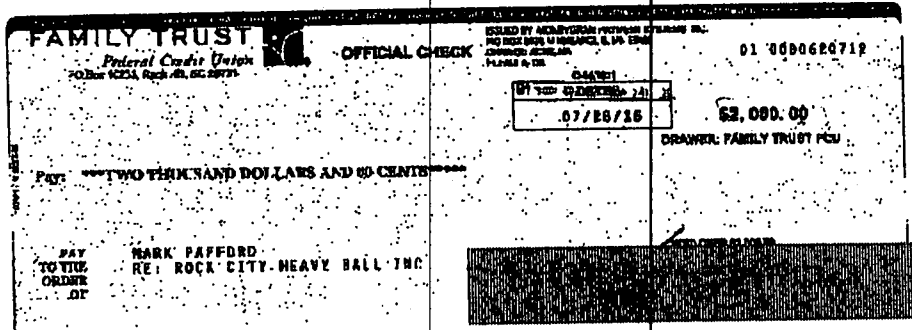
Deposit Date	Description
07/28/15	DEPOSIT MADE IN A BRANCH/STORE #832977335

Amount	Status
\$2,000.00	Posted 07/28/15

Deposit Item (1 of 1)

Item #	Bank	Account #	Check #	Amount
1	BOKF, NATIONAL ASSOCIATION	XXXXXXXX7350	620712	\$2,000.00

Note: The account number, signature, and endorsement may be removed from the image(s) for security reasons. To obtain a full copy of the image, please send us a secure email or call us at 1-800-956-4442, 24 hours, 7 days a week.



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Wells Fargo Everyday Checking

Account number: 6896184048 ■ July 24, 2015 - August 25, 2015 ■ Page 1 of 4

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

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (367)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	☒	Direct Deposit	☐
Online Bill Pay	☐	Auto Transfer/Payment	☐
Online Statements	☒	Overdraft Protection	☐
Mobile Banking	☐	Debit Card	☐
My Spending Report	☒	Overdraft Service	☐

The Wells Fargo Mobile App is now available in Spanish!

You can securely manage your finances virtually anytime, anywhere in Spanish. Once you have downloaded the latest version of the Wells Fargo Mobile® App from Google Play or the Apple App Store, go to Mobile Settings and set your language preference to Spanish.

Activity summary

Beginning balance on 7/24	\$6,621.94
Deposits/Additions	20,555.98
Withdrawals/Subtractions	- 16,340.29
Ending balance on 8/25	\$10,837.63

Account number: 6896184048

MARK GILES PAFFORD

South Carolina account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 053207766

**Overdraft Protection**

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
7/27		Purchase authorized on 07/24 State Farm 800-958-8310 IL S385204725868135 Card 8781		286.02	
7/27		Purchase authorized on 07/25 Days Inn Marianna FL S385207030651089 Card 8781		182.77	
7/27		Purchase authorized on 07/26 Wal-Mart #1375 Marianna FL P0000000046680949 Card 8781		89.51	6,083.64
7/28		Deposit Made in A Branch/Store	2,000.00		8,083.64
7/30		Purchase authorized on 07/28 Goodyear Commercial Mobile AL S585209875765853 Card 8781		1,476.98	6,607.28
7/31		Deposit Made in A Branch/Store	1,000.00		
7/31		Purchase authorized on 07/30 Sweetwater Ta Sweetwater TX S305211514905002 Card 8781		130.62	7,476.66
8/3		Purchase authorized on 08/01 Americas Best Valu Sealy TX S305214038226772 Card 8781		142.28	
8/3		Purchase authorized on 08/02 WM Super Wal-Mart Sup Sealy TX P00000000733300923 Card 8781		178.87	7,155.51
8/4		Purchase authorized on 08/04 Quiktrip Corpor Rock Hill SC P00000000642758015 Card 8781		33.23	7,122.28
8/5		Purchase authorized on 08/05 SC Dps Dmv R Mill SC P00305217604487506 Card 8781		34.00	
8/5		Purchase authorized on 08/05 Aldi 68084 0823 Rock Hill SC P00000000054088889 Card 8781		77.81	
8/5	1042	Check		64.65	
8/5	1043	Check		118.54	
8/5	1041	Check		599.48	6,227.82
8/6		Edeposit IN Branch/Store 08/06/15 03:25:00 Pm 113 E Main St Rock Hill SC 8781	13,055.98		19,283.80
8/10		Edeposit IN Branch/Store 08/10/15 01:14:46 Pm 113 E Main St Rock Hill SC 8781	2,500.00		
8/10		Wire Trans Svc Charge - Sequence: 150810098705 Srf# 0068327222821277 Trn#150810098705 Rfb#		30.00	
8/10		WT Fed#08756 Community First Ba/Pt/Brt-James T Pafford Jr Srf# 0068327222821277 Trn#150810098705 Rfb#		9,500.00	12,253.80
8/11	1044	Check		750.00	11,503.80
8/12	1045	Check		273.00	11,230.80
8/13		Purchase authorized on 08/11 Marathon Petro1430 Willsburg KY S465223808827965 Card 8781		207.60	11,023.20
8/14		Purchase Intl authorized on 08/13 Xin Yuan Shanghai Cn S615228553189787 Card 8781		403.69	
8/14		International Purchase Transaction Fee		12.11	
8/14		Purchase Intl authorized on 08/13 Xin Yuan Shanghai Cn S615228553189788 Card 8781		403.69	
8/14		International Purchase Transaction Fee		12.11	10,191.60
8/17		Purchase authorized on 08/15 WM Super Wal-Mart Sup Kent OH P00000000246790551 Card 8781		293.05	
8/17		Purchase authorized on 08/15 Woodridge Inn & Su Alma MI S585228025824672 Card 8781		122.98	9,775.57
8/24		Purchase authorized on 08/21 Virginia Truck Cen Toms Brook VA S385234055327776 Card 8781		231.00	
8/24		Purchase authorized on 08/22 Maro Brothers Discount Williamstown NJ P00305234740131007 Card 8781		136.38	
8/24		Purchase authorized on 08/22 Plum Tree Inn Williamstown NJ S585234749752077 Card 8781		184.00	

Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
8/24		Purchase authorized on 08/23 WM Superc Wal-Mart Sup Williamstown NJ P0000000055384654 Card 8781		81.56	
8/24		Non-WF ATM Withdrawal authorized on 08/24 Exit 110 Westboparamount Bedford PA 00305238780220568 ATM ID PA000123 Card 8781		302.50	
8/24		Non-Wells Fargo ATM Transaction Fee		2.50	8,837.63
8/25		Edeposit IN Branch/Store 08/25/15 11:14:34 Am 113 E Main St Rock Hill SC 4048	2,000.00		10,837.63
Ending balance on 8/25					10,837.63
Totals			\$20,555.98	\$16,340.29	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1041	8/5	599.46	1043	8/5	118.54	1045	8/12	273.00
1042	8/5	64.65	1044	8/11	750.00			

Summary of Overdraft and Returned Item fee(s)

	Total this statement period	Total year-to-date †
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$17.50

† Year-to-date total reflects fees assessed or reversed since first full statement period of current calendar year.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 07/24/2015 - 08/25/2015	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$1,500.00	\$6,083.64 ☒
• Total amount of qualifying direct deposits	\$500.00	\$0.00 ☐
• Total number of posted Wells Fargo Debit Card purchases and/or payments	10	19 ☒
• The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card		

Monthly service fee discount(s) (applied when box is checked)

Age of primary account owner is 17 - 24 (\$5.00 discount) ☐

RC/RC

Wells Fargo Deposited Item Details



Wells Fargo Online®

Deposited Item Details

Mail #832977334 to EVERYDAY CHECKING XXXXXX4048

Deposit Date	Description
7/17/15	DEPOSIT MADE IN A BRANCH/STORE #832977334

Amount	Status
\$3,000.00	Posted 07/17/15

Deposited Item (1 of 1)

Item #	Bank	Account #	Check #	Amount
	BOKF, NATIONAL ASSOCIATION	XXXXXXXX7350	620178	\$3,000.00

Note: The account number, signature, and endorsement may be removed from the image(s) for security reasons. To obtain a full copy of the image, please send us a secure email or call us at 1-800-958-4442, 24 hours, 7 days a week.

FAMILY TRUST
Federal Credit Union
PO Box 1233, Rock Hill, SC 29721

OFFICIAL CHECK

01 0000620178

07/17/15 (\$3,000.00)

DRAWER: FAMILY TRUST FCU

Pay: ***THREE THOUSAND DOLLARS AND 00 CENTS***

PAY TO THE ORDER OF
MARK PAFFORD
RE: ROCK CITY HEAVY HAUL INC

7/20/15 10:12:27

Equal Housing Lender

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Wells Fargo Online®

Deposited Item Details

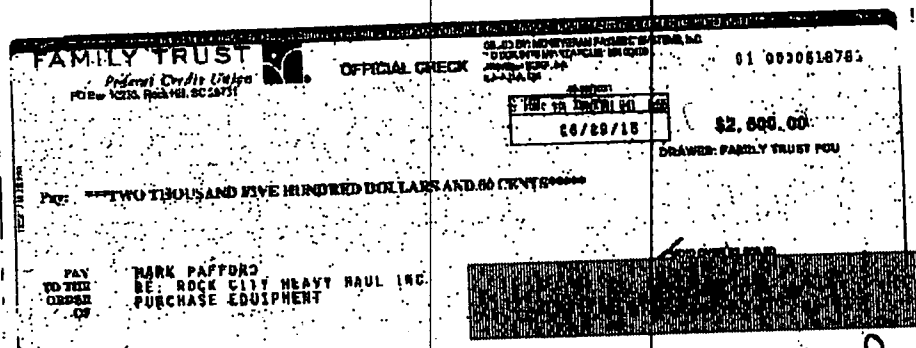
Deposit #832977333 to EVERYDAY CHECKING XXXXXX4048

Deposit Date	Description	Amount	Status
06/29/15	DEPOSIT MADE IN A BRANCH/STORE #832977333	\$2,500.00	Posted 06/29/15

Deposit Item (1 of 1)

Item #	Bank	Account #	Check #	Amount
1	BOKF, NATIONAL ASSOCIATION	XXXXXXXX7350	618781	\$2,500.00

Note: The account number, signature, and endorsement may be removed from the image(s) for security reasons. To obtain a full copy of the image, please send us a secure email or call us at 1-800-956-4442, 24 hours, 7 days a week.



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Equal Housing Lender

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Wells Fargo Everyday Checking

Account number: 6896184048 ■ May 27, 2015 - June 23, 2015 ■ Page 1 of 4

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

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (367)

P.O. Box 6895

Portland, OR 97228-6895

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	☒	Direct Deposit	☐
Online Bill Pay	☐	Auto Transfer/Payment	☐
Online Statements	☒	Overdraft Protection	☐
Mobile Banking	☐	Debit Card	☐
My Spending Report	☒	Overdraft Service	☐

Activity summary

Beginning balance on 5/27	\$2,121.90
Deposits/Additions	5,278.34
Withdrawals/Subtractions	- 1,598.81
Ending balance on 6/23	\$5,801.43

Account number: 6896184048

MARK GILES PAFFORD

South Carolina account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 053207766

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
5/27		Non-WF ATM Withdrawal authorized on 05/27 245 Allegheny Btcti Iso Brookville PA 00385147570019119 ATM ID Tq14015 Card 8781		203.95	
5/27		Non-Wells Fargo ATM Transaction Fee		2.50	1,915.45
5/28		Edeposit IN Branch/Store 05/28/15 02:36:39 Pm 113 E Main St Rock Hill SC 8781	2,140.00		4,055.45
5/29		Deposit Made In A Branch/Store	1,138.34		5,193.79
6/3		Non-WF ATM Withdrawal authorized on 06/03 Flying Jay # 46Branch Ban Wytheville VA 00305154714685270 ATM ID B365 Card 8781		200.00	
6/3		Non-Wells Fargo ATM Transaction Fee		2.50	4,991.29
6/5		Recurring Payment authorized on 06/05 Amazonprime Member Amzn.Com/Prime NV 8585156096935851 Card 8781		99.00	4,892.29
6/8		Purchase authorized on 06/06 Motel 6 Cleveland TX S385157688602710 Card 8781		119.76	4,772.53
6/11		Purchase authorized on 06/10 Sedc Payment 678-9082570 GA S305161708898538 Card 8781		131.28	4,641.25
6/15		Purchase authorized on 06/13 Mike's Smokehouse Chattanooga TN S585164617931775 Card 8781		34.84	
6/15		Purchase authorized on 06/13 Motel 6 Downtown C Chattanooga TN S385164684872177 Card 8781		234.44	
6/15		Purchase authorized on 06/14 WM Super Wal-Mart Sup Chattanooga TN P00000000546847484 Card 8781		58.35	4,313.62
6/16		Edeposit IN Branch/Store 06/16/15 09:34:53 Am 113 E Main St Rock Hill SC 4048	2,000.00		
6/16		Purchase authorized on 06/15 Domino's 5832 Rock Hill SC S165168825682128 Card 8781		18.52	
6/16		Purchase authorized on 06/16 Staples, Inc Rock Hill SC P00385167504812771 Card 8781		133.28	6,161.82
6/17		Purchase authorized on 06/17 Vzwnes*lvv Ve 800-922-0204 NJ S585167629585913 Card 8781		360.39	5,801.43
Ending balance on 6/23			\$5,278.34	\$1,598.81	
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of Overdraft and Returned Item fee(s)

	Total this statement period	Total year-to-date †
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$17.50

† Year-to-date total reflects fees assessed or reversed since first full statement period of current calendar year.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feesfaq to find answers to common questions about the monthly service fee on your account.

Fee period 05/27/2015 - 06/23/2015	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$1,500.00	\$1,915.45 ☒
• Total amount of qualifying direct deposits	\$500.00	\$0.00 ☐
• Total number of posted Wells Fargo Debit Card purchases and/or payments	10	9 ☐



Monthly service fee summary (continued)		Minimum required	This fee period
How to avoid the monthly service fee			
The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card			
Monthly service fee discount(s) (applied when box is checked)			
Age of primary account owner is 17 - 24 (\$5.00 discount)		☐	
RC/RC			



IMPORTANT ACCOUNT INFORMATION

In an effort to communicate urgent account information more quickly, we are changing the way we deliver account notices to Online Banking customers for whom we have a valid email address. Starting in June, we will begin to deliver some account notices to you via email and a copy will also be placed in your Wells Fargo Online secure inbox. These email notices will arrive up to three (3) days faster than paper notices.

Wells Fargo Everyday Checking

Account number: 6896184048 ■ April 24, 2015 - May 26, 2015 ■ Page 1 of 4

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

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (367)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Activity summary

Beginning balance on 4/24	\$1,748.71
Deposits/Additions	7,904.87
Withdrawals/Subtractions	- 7,531.68
Ending balance on 5/26	\$2,121.90

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	☒	Direct Deposit	☐
Online Bill Pay	☐	Auto Transfer/Payment	☐
Online Statements	☒	Overdraft Protection	☐
Mobile Banking	☐	Debit Card	☐
My Spending Report	☒	Overdraft Service	☐

Account number: 6896184048

MARK GILES PAFFORD

South Carolina account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 053207766

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
4/24		Purchase authorized on 04/23 McDonald's F15284 Rural Hall NC S585113389669824 Card 8781		5.02	1,743.69
4/29		Edeposits IN Branch/Store 04/29/15 02:57:59 Pm 2501 Northampton St Easton PA 8781	2,000.00		
4/29		Purchase authorized on 04/29 Wal-Mart Super Center Easton PA P00000000242675258 Card 8781		149.33	
4/29		Non-WF ATM Withdrawal authorized on 04/29 I-78 Rt 173 Fort Iso Bloomsbury NJ 00305119709821426 ATM ID Tq14089 Card 8781		204.25	
4/29		Non-Wells Fargo ATM Transaction Fee		2.50	3,387.61
4/30		Purchase authorized on 04/28 Bluechoice Healthp Columbia SC S305118515910998 Card 8781		164.50	3,223.11
5/4		Edeposits IN Branch/Store 05/04/15 01:09:04 Pm 17 Woodbridge Center Dr Woodbridge NJ 8781	1,800.00		
5/4		Purchase authorized on 05/02 Lazy Boy Furniture 704-341-8393 NC S305122534023535 Card 8781		1,500.00	3,523.11
5/5		Edeposits IN Branch/Store 05/05/15 03:03:24 Pm 113 E Main St Rock Hill SC 8781	294.87		3,817.98
5/6		Purchase authorized on 05/04 Hess 30288 Edison NJ S385124607238350 Card 8781		100.00	3,717.98
5/7		Purchase authorized on 05/06 Lazy Boy Furniture 704-341-8393 NC S305128809821788 Card 8781		1,500.00	
5/7	1039	Check		1,000.00	1,217.98
5/11		Purchase authorized on 05/09 Carquest 1342 Rock Hill SC P00000000346475105 Card 8781		102.59	
5/11		Purchase authorized on 05/09 Frugal Macdoogal - Lq Fort Mill SC P00465128630837126 Card 8781		263.10	852.29
5/14		Non-WF ATM Withdrawal authorized on 05/14 770 Moores Ferry Rd Iso Skippers VA 00385135030593613 ATM ID TX14515 Card 8781		203.95	
5/14		Non-Wells Fargo ATM Transaction Fee		2.50	645.84
5/18		Edeposits IN Branch/Store 05/18/15 12:26:32 Pm 113 E Main St Rock Hill SC 8781	2,000.00		
5/18		Purchase authorized on 05/14 Clem's Seafood Southport NC S585134716851901 Card 8781		265.46	
5/18		Purchase authorized on 05/16 Vzwrless Vr Ve 800-822-0204 NJ S385135499384652 Card 8781		170.00	2,210.38
5/21		Edeposits IN Branch/Store 05/21/15 04:19:40 Pm 113 E Main St Rock Hill SC 8781	1,810.00		4,020.38
5/26		Purchase authorized on 05/22 Lazy Boy Furniture 704-341-8393 NC S585142536530268 Card 8781		1,306.57	
5/26		Purchase authorized on 05/22 Diah Network-One T 800-894-8131 CO 8485141764849287 Card 8781		345.47	
5/26		Purchase authorized on 05/24 Lowe's #416 Rock Hill SC P00585144751688435 Card 8781		246.44	2,121.90
Ending balance on 5/26					2,121.90
Totals			\$7,904.87	\$7,531.68	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1039	5/7	1,000.00

Summary of Overdraft and Returned Item fee(s)

	Total this statement period	Total year-to-date †
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$17.50

† Year-to-date total reflects fees assessed or reversed since first full statement period of current calendar year.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feesfaq to find answers to common questions about the monthly service fee on your account.

Fee period 04/24/2015 - 05/26/2015	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$1,500.00	\$845.84 ☐
• Total amount of qualifying direct deposits	\$500.00	\$0.00 ☐
• Total number of posted Wells Fargo Debit Card purchases and/or payments	10	13 ☒
• The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card		

Monthly service fee discount(s) (applied when box is checked)

Age of primary account owner is 17 - 24 (\$5.00 discount) ☐

RC/RC



IMPORTANT ACCOUNT INFORMATION

Effective August 19, 2015: If a debit card purchase amount exceeds the current available balance* in the primary linked checking account when you are making a purchase, you may be able to use your available balance to pay for a portion of the total purchase. This is called a "partial authorization." The remaining amount of the purchase total would need to be covered by another form of payment, such as cash or another card. If you are unable to provide an additional form of payment, the partial authorization will be reversed by the merchant. The bank's partial authorization will be based on your available balance and will not include any funds in your accounts linked for overdraft protection or exceed any purchase limit set by the bank or your card's daily dollar limit. Not all merchants are able to accept partial authorizations or process transactions using multiple forms of payment.

*This balance may not reflect all of your transactions, such as checks you have written or debit card transactions that have been approved but not yet submitted for payment by the merchant.

In an effort to communicate urgent account information more quickly, we are changing the way we deliver account notices to Online Banking customers for whom we have a valid email address. Starting in June, we will begin to deliver some account notices to you via email and a copy will also be placed in your Wells Fargo Online secure inbox. These email notices will arrive up to three (3) days faster than paper notices.

Wells Fargo Everyday Checking

Account number: 6896184048 ■ March 25, 2015 - April 23, 2015 ■ Page 1 of 4

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

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-868-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (367)
P.O. Box 8995
Portland, OR 97228-8995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Activity summary

Beginning balance on 3/25	\$2,517.81
Deposits/Additions	13,533.57
Withdrawals/Subtractions	- 14,302.67
Ending balance on 4/23	\$1,748.71

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	☒	Direct Deposit	☐
Online Bill Pay	☐	Auto Transfer/Payment	☐
Online Statements	☒	Overdraft Protection	☐
Mobile Banking	☐	Debit Card	☐
My Spending Report	☒	Overdraft Service	☐

Account number: 6896184048

MARK GILES PAFFORD

South Carolina account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 053207766

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
3/28	1033	Check		4,306.57	-1,788.76
3/27		Check Reversal	4,306.57		
3/27		NSF Return Item Fee for a Transaction Received on 03/26 \$4,306.57 Check # 01033		35.00	
3/27		Edeposi IN Branch/Store 03/27/15 02:58:41 Pm 113 E Main St Rock Hill SC 8781	3,000.00		
3/27	1031	Check		1,000.00	4,482.81
3/30		Partial Reversal of NSF Return Item Fee for a Transaction Received on 03/26 \$4,306.57 Check # 01033	17.50		
3/30		Transaction Received on 03/26 \$4,306.57 Check # 01033	2.50		
3/30		Transaction Received on 03/26 \$4,306.57 Check # 01033	2.00		
3/30		Transaction Received on 03/26 \$4,306.57 Check # 01033	2.50		
3/30		Transaction Received on 03/26 \$4,306.57 Check # 01033	2.50		
3/30		Edeposi IN Branch/Store 03/30/15 09:18:11 Am 113 E Main St Rock Hill SC 8781	700.00		
3/30		Purchase authorized on 03/30 Belk Rock Hill 2251 DA Rock Hill SC P00385089638907286 Card 8781		138.92	5,072.89
4/2		Purchase authorized on 03/31 Wilco 906 0000 Rock Hill SC S085090546838165 Card 8781		95.14	4,977.75
4/3		Edeposi IN Branch/Store 04/03/15 10:04:26 Am 2691 Celanese Rd Rock Hill SC 4048	4,000.00		
4/3		Wire Trans Svc Charge - Sequence: 150403031947 Srf# 0068285093318366 Trn#150403031947 Rfb#		30.00	
4/3		WT Fed#00588 Community First Ba /Ft/Bnf=James T Pafford, Jr Srf# 0068285093318366 Trn#150403031947 Rfb#		7,000.00	1,947.75
4/6		Purchase authorized on 04/04 Lowe's #416 Rock Hill SC P00585094514624117 Card 8781		20.90	
4/6		Purchase authorized on 04/04 Bi-Lo Grocery # 1401 E Rock Hill SC P00305094531275648 Card 8781		23.94	
4/6		Purchase authorized on 04/04 Food Lion #0232 Rock Hill SC P00000000231715874 Card 8781		17.45	
4/6		Purchase authorized on 04/04 WM Superc Wal-Mart Sup Rock Hill SC P00000000450279538 Card 8781		101.90	
4/6		Purchase authorized on 04/04 Bi-Lo Grocery # 1401 E Rock Hill SC P00485094580723154 Card 8781		60.18	
4/6	^ 1035	State Farm Ro 27 Pynt 1035		264.19	1,458.19
4/8		Purchase authorized on 04/06 SC.Gov 803-771-0131 SC S385096548062720 Card 8781		83.38	1,375.81
4/10	1038	Check		171.62	1,204.19
4/13		Purchase authorized on 04/10 Dish Network-One T 800-894-9131 CO S385099421959144 Card 8781		168.99	
4/13		Purchase authorized on 04/11 James River Equipm Rock Hill SC S385101458271072 Card 8781		160.76	
4/13	1036	Check		70.00	804.44
4/14		Purchase authorized on 04/14 Vzwriss*Ivr Ve 800-922-0204 NJ 8585103829873051 Card 8781		184.74	619.70
4/15	1037	Check		123.30	496.40
4/20		Edeposi IN Branch/Store 04/20/15 02:08:58 Pm 113 E Main St Rock Hill SC 8781	1,500.00		
4/20		Purchase authorized on 04/19 Wmv*WWW.Match.Com 800-328-5161 TX S385109601510768 Card 8781		6.44	
4/20		Purchase authorized on 04/20 Shell Service Station Union Grove NC P00465110579805300 Card 8781		34.80	1,955.16

Transaction history (continued)

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
4/23		Non-WF ATM Withdrawal authorized on 04/23 10835 John Waynfct Iso Greencastle PA 00385113850695078 ATM ID Tq14248 Card 8781		203.95	
4/23		Non-Wells Fargo ATM Transaction Fee		2.50	1,748.71
Ending balance on 4/23			\$13,533.57	\$14,302.67	1,748.71
Totals					

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Converted check: Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1031	3/27	1,000.00	1035 *	4/6	284.19	1037	4/15	123.30
1033 *	3/26	4,306.57	1036	4/13	70.00	1038	4/10	171.62

* Gap in check sequence.

Items returned unpaid

Date	Description	Amount
3/27	Check Reference # 00008330008528315631	4,306.57

Summary of Overdraft and Returned Item fee(s)

	Total this statement period	Total year-to-date †
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$17.50	\$17.50

† Year-to-date total reflects fees assessed or reversed since first full statement period of current calendar year.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feesfaq to find answers to common questions about the monthly service fee on your account.

Fee period 03/25/2015 - 04/23/2015	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements	\$1,500.00	\$496.40 ☐
• Minimum daily balance	\$500.00	\$0.00 ☐
• Total amount of qualifying direct deposits	10	13 ☒
• Total number of posted Wells Fargo Debit Card purchases and/or payments		
• The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card		

Monthly service fee discount(s) (applied when box is checked)

Age of primary account owner is 17 - 24 (\$5.00 discount) ☐

RC/RC

Wells Fargo Everyday Checking

Account number: 6896184048 ■ January 28, 2015 - February 25, 2015 ■ Page 1 of 4

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

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (367)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Activity summary

Beginning balance on 1/28	\$18,633.29
Deposits/Additions	0.00
Withdrawals/Subtractions	- 12,126.57
Ending balance on 2/25	\$6,506.72

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com or call the number above if you have questions or if you would like to add new services.

Online Banking	☒	Direct Deposit	☐
Online Bill Pay	☐	Auto Transfer/Payment	☐
Online Statements	☒	Overdraft Protection	☐
Mobile Banking	☐	Debit Card	☐
My Spending Report	☒	Overdraft Service	☐

Account number: 6896184048

MARK GILES PAFFORD

South Carolina account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 053207766

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
1/28		Purchase authorized on 01/27 Fmcsa Op1 Collecti 405-954-3295 DC S085027764944476 Card 8781		300.00	18,333.29
1/29		Wire Trans Svc Charge - Sequence: 150129068346 Srf# 0068285029946618 Trn#150129068346 Rfb#		30.00	
1/29		WT Fed#01106 Community First Ba /Ftr/Bnf-James T Pafford, Jr Srf# 0068285029946618 Trn#150129068346 Rfb#		1,500.00	
1/29		ATM Withdrawal authorized on 01/29 536 John Ross Parkway Rock Hill SC 0004303 ATM ID 9862F Card 8781		200.00	16,603.29
1/30	1025	Check		100.00	16,503.29
2/2		Purchase authorized on 01/31 Rite Aid Corp. Rock Hill SC P00305031753675289 Card 8781		224.53	
2/2		Purchase authorized on 02/02 Wal-Mart Super Center Thomson GA P0000000633807189 Card 8781		97.12	16,181.64
2/4	1029	Check		131.43	16,050.21
2/5	1028	Check		79.45	15,976.76
2/6	^ 1026	State Farm Ro 27 Pynt 1026		609.20	
2/6	1027	Check		82.25	15,285.31
2/9		Purchase authorized on 02/07 Bostons Restaurant Allentown PA S585039045272069 Card 8781		48.69	
2/9		Purchase authorized on 02/08 Sleep Inn Allentown PA S585038683116451 Card 8781		168.28	
2/9		Purchase authorized on 02/08 Bostons Restaurant Allentown PA S485039748791414 Card 8781		36.09	15,032.25
2/10		Non-WF ATM Withdrawal authorized on 02/10 23845 Rogers Clifct Iso Ruther Glen VA 00465041751311040 ATM ID TX35258 Card 8781		123.95	
2/10		Non-Wells Fargo ATM Transaction Fee		2.50	14,905.80
2/13		Purchase authorized on 02/12 Ta Paulsboro Paulsboro NJ P00305044147794539 Card 8781		448.90	14,456.90
2/17		Purchase authorized on 02/14 BI-Lo Grocery # 1401 E Rock Hill SC P00585045757301109 Card 8781		74.81	
2/17		Purchase authorized on 02/15 Select Comfort #73 Pineville NC S305046823726928 Card 8781		656.92	
2/17		Non-WF ATM Withdrawal authorized on 02/17 1530 Rest Churchct Iso Clear Brook VA 00385048448247322 ATM ID TX58937 Card 8781		103.95	
2/17		Non-Wells Fargo ATM Transaction Fee		2.50	13,618.72
2/18		Purchase authorized on 02/18 Ta Paulsboro Paulsboro NJ P00485049520526508 Card 8781		70.16	13,548.56
2/20		Purchase authorized on 02/19 Lazy Boy Furniture Pineville NC S305050689520242 Card 8781		701.00	
2/20	1030	Check		5,619.00	7,228.56
2/23		Purchase authorized on 02/20 Bojangles 280 0100 Rock Hill SC S585051503495081 Card 8781		6.19	
2/23		Purchase authorized on 02/21 Vzwise*lv Ve 800-922-0204 NJ S585051488329380 Card 8781		370.18	
2/23		Purchase authorized on 02/21 Dish Network-One T 800-894-9131 CO S485051818522360 Card 8781		345.47	6,508.72
Ending balance on 2/25					6,508.72
Totals			\$0.00	\$12,126.57	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ **Converted check:** Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1025	1/30	100.00	1027	2/6	82.25	1029	2/4	131.43
1028	2/6	609.20	1028	2/5	73.45	1030	2/20	5,619.00

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 01/28/2015 - 02/25/2015	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Minimum daily balance	\$1,500.00	\$6,506.72 ☒
• Total amount of qualifying direct deposits	\$500.00	\$0.00 ☐
• Total number of posted Wells Fargo Debit Card purchases and/or payments	10	14 ☒
• The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card		

Monthly service fee discount(s) (applied when box is checked)

Age of primary account owner is 17 - 24 (\$5.00 discount) ☐
RC/RC



IMPORTANT ACCOUNT INFORMATION

The following information is provided to help clarify an existing fee waiver associated with Overdraft fees. The benefit has not changed. At the end of our nightly processing, if both your ending daily account balance and your available balance are overdrawn by \$5 or less, any overdraft fee(s) will be waived. This fee waiver is associated with your total overdrawn balance, not the dollar size of the transaction(s) contributing to the overdrawn balance.

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

Description	Amount
Total	\$

+ \$

\$

[illegible]

• § 1

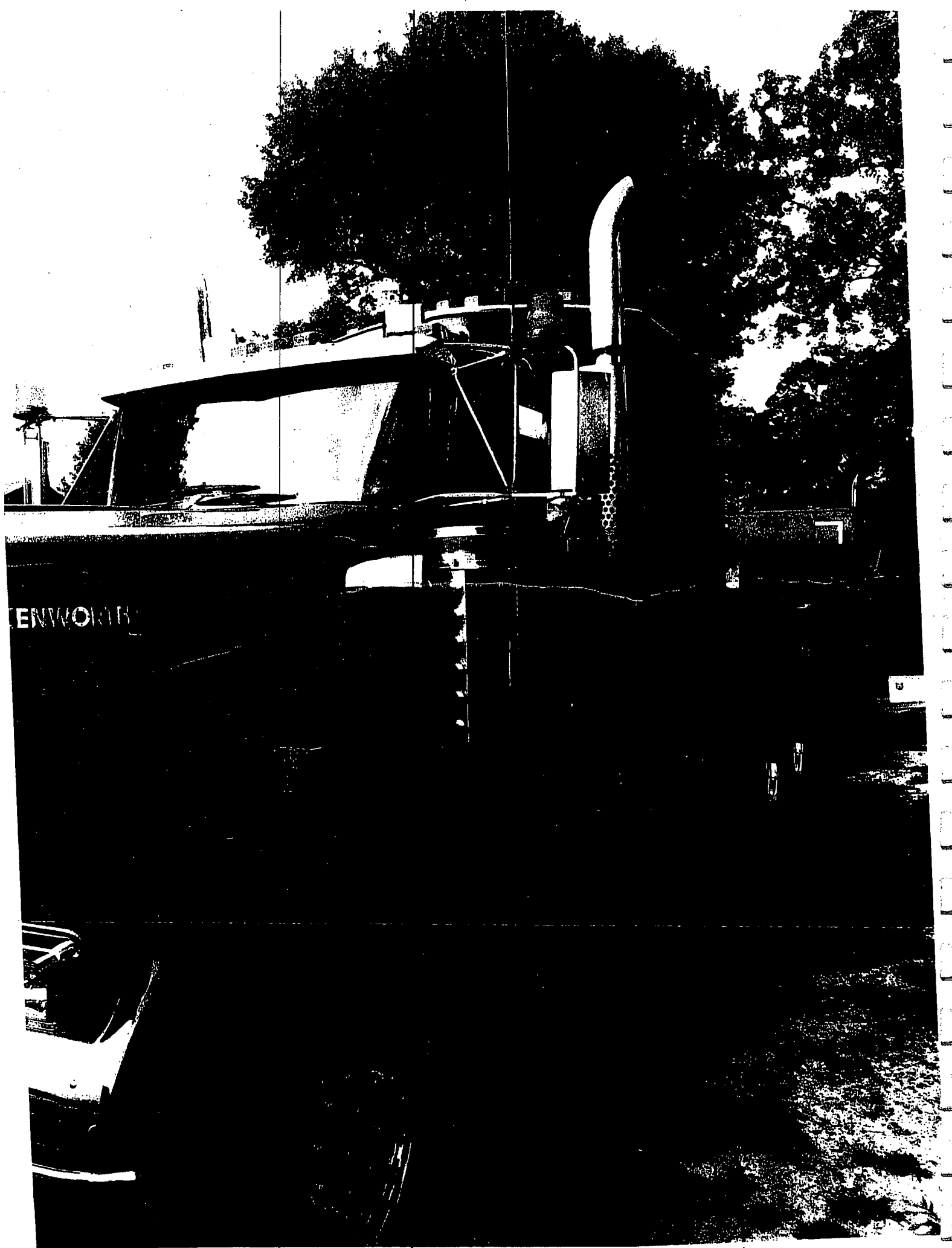
100

- **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts.** You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at Wells Fargo Servicing, P.O. Box 14415, Des Moines, IA 50306-3415. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

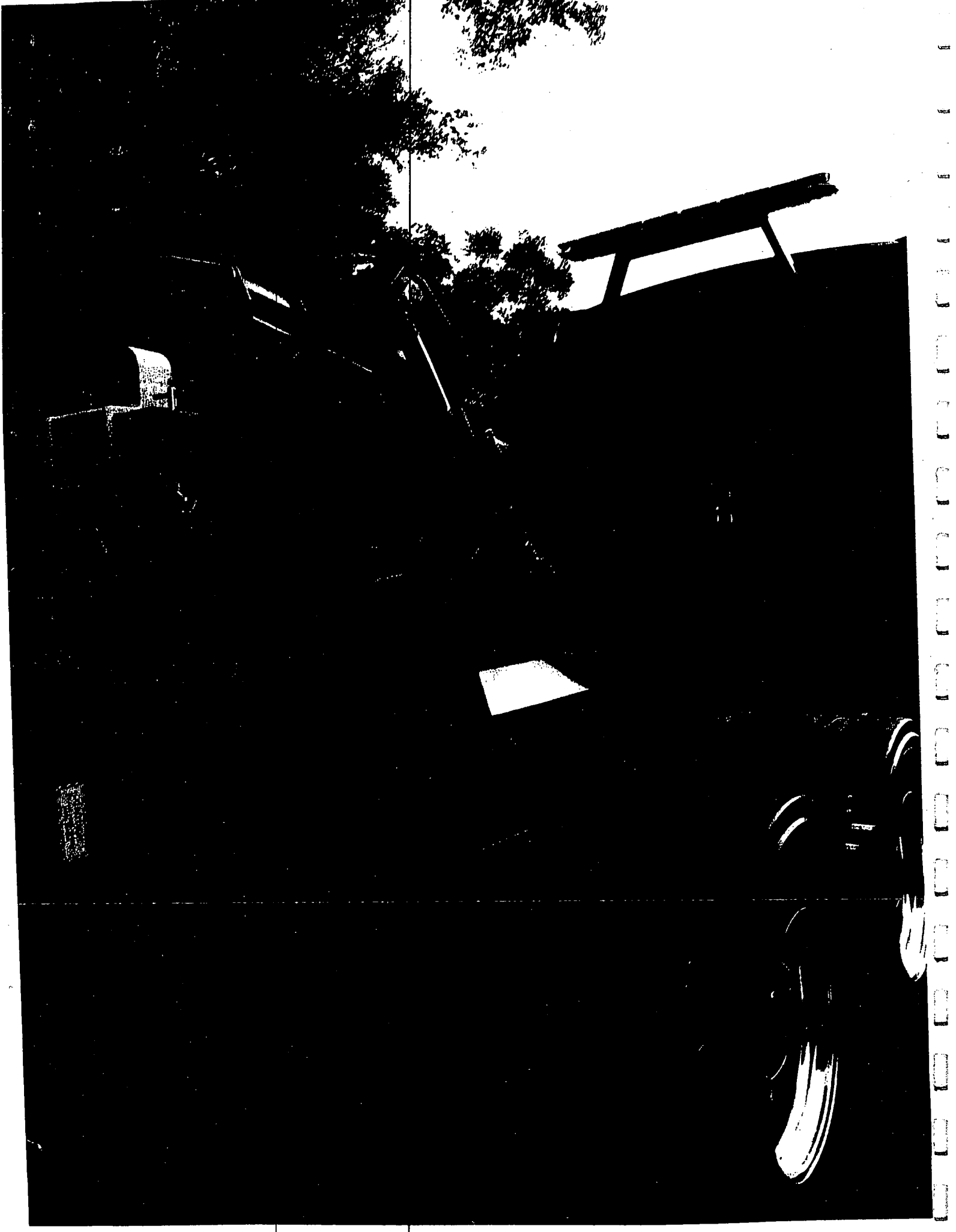
1. Tell us your name and account number (if any).

3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.











Straight Bill of Lading - Short Form - Original - Non Negotiable

Customer	ROYAL LOGISTICS LLC	BOL #	6916645
Carrier	ROCK CITY HEAVY HAUL INC	Truck #	52
Shipper	LAFARGE SITE	Consignee	MCATEE PAVING
Address	150 LEROY COPPER HWY	Address	220 EDWARD STREET
Address 2	MIDWAY GA 31320	Address 2	STERLING CO 80751
Contact		Contact	
Telephone		Telephone	
Ship Date	2-16-16	Deliver Date	2-29-16

Page #	Hazmat	Kind of package, description of articles, special marks and exceptions. (list hazardous materials first)	Skids	Weight
		SILCO		

20/251

The property described above is in apparent good order, except as noted (contents and condition of contents in packages unknown) marked, labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

Subject to section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signed _____

Signed _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

The property described above is received in apparent good order, except as noted

Chris Bellendin
 Received signature: *Chris Bellendin*

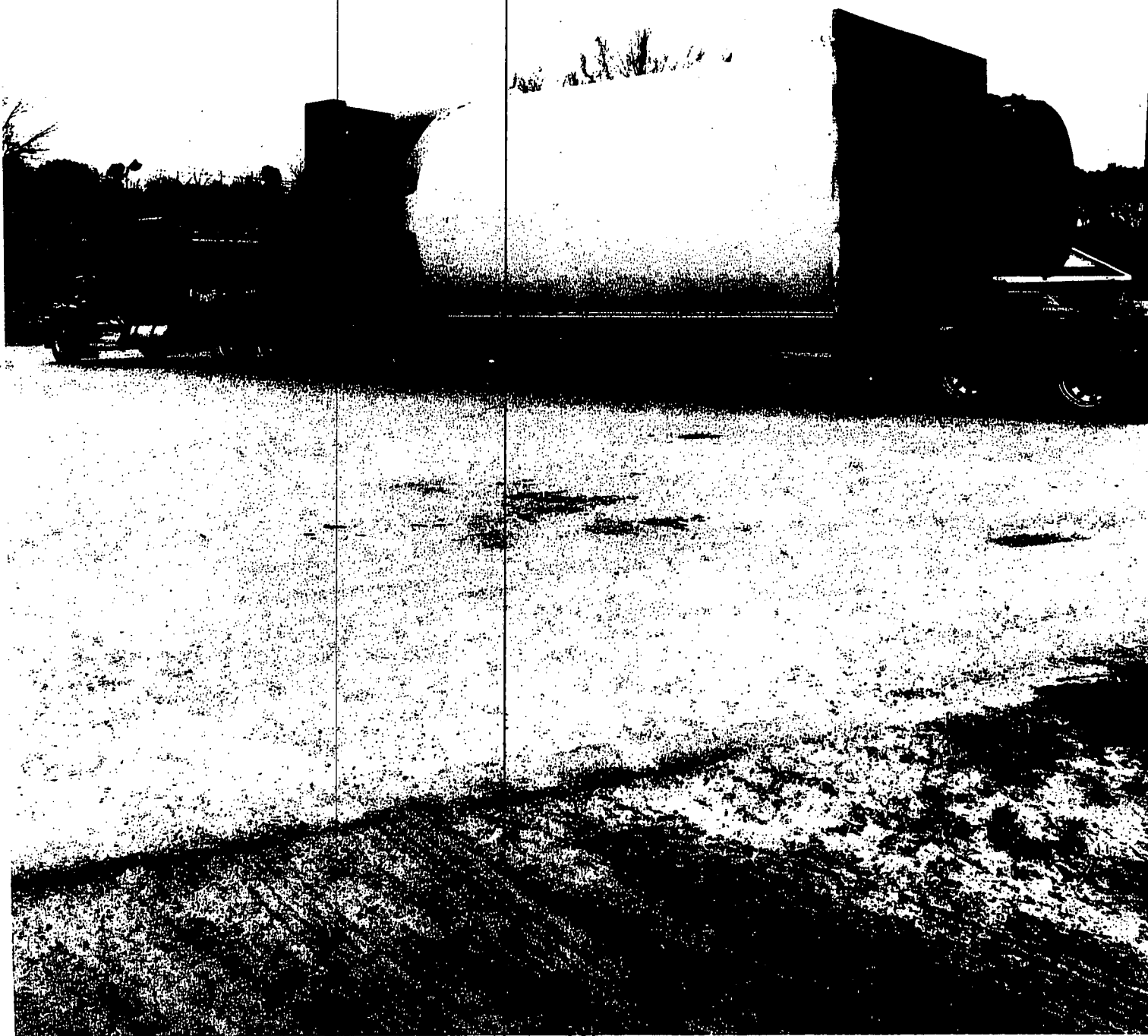
Freight Charges are:

Prepaid

Collect

Third
Party

(Prepaid if nothing is checked)



Rate and Load Confirmation

Rock City Heavy Haul INC
 154 N Anderson rd
 Rock Hill, SC 29730
 Tel: 803-324-4125 Fax:

LOAD #	202522
Page	1 of 1
Today's Date	12/26/2016
Ship Date	12/26/2016
Dispatcher	Brandy
Email	brandy@rockcityheavyhaul.com
Telephone	803-324-4125 x4159
Fax	

Driver	Telephone #	Email	Equipment	Truck #	Trailer #	Load Status
			Double Drop			Open

Shipper 1

HAGLER SYSTEMS
 607 SANDBAR FERRY ROAD
 Augusta, GA, 30901
 Tel: 803-426-3062

Ship/Date: 12/26/2016

Time: 12:00 AM

Type:

Quantity:

Weight:

Ship/Hrs:

P/O #:

Description:

Major Intersection:

Appt: No

Shipping Notes: ...

Consignee 1

PCS AURORA
 1530 HWY 306 SOUTH
 Aurora, NC, 27806
 Tel: 706-373-1400

Del/Date: 12/26/2016

Time: 12:00 AM

Type: FULL

Quantity: 1

Weight: 84000

Rec/Hrs:

P/O #:

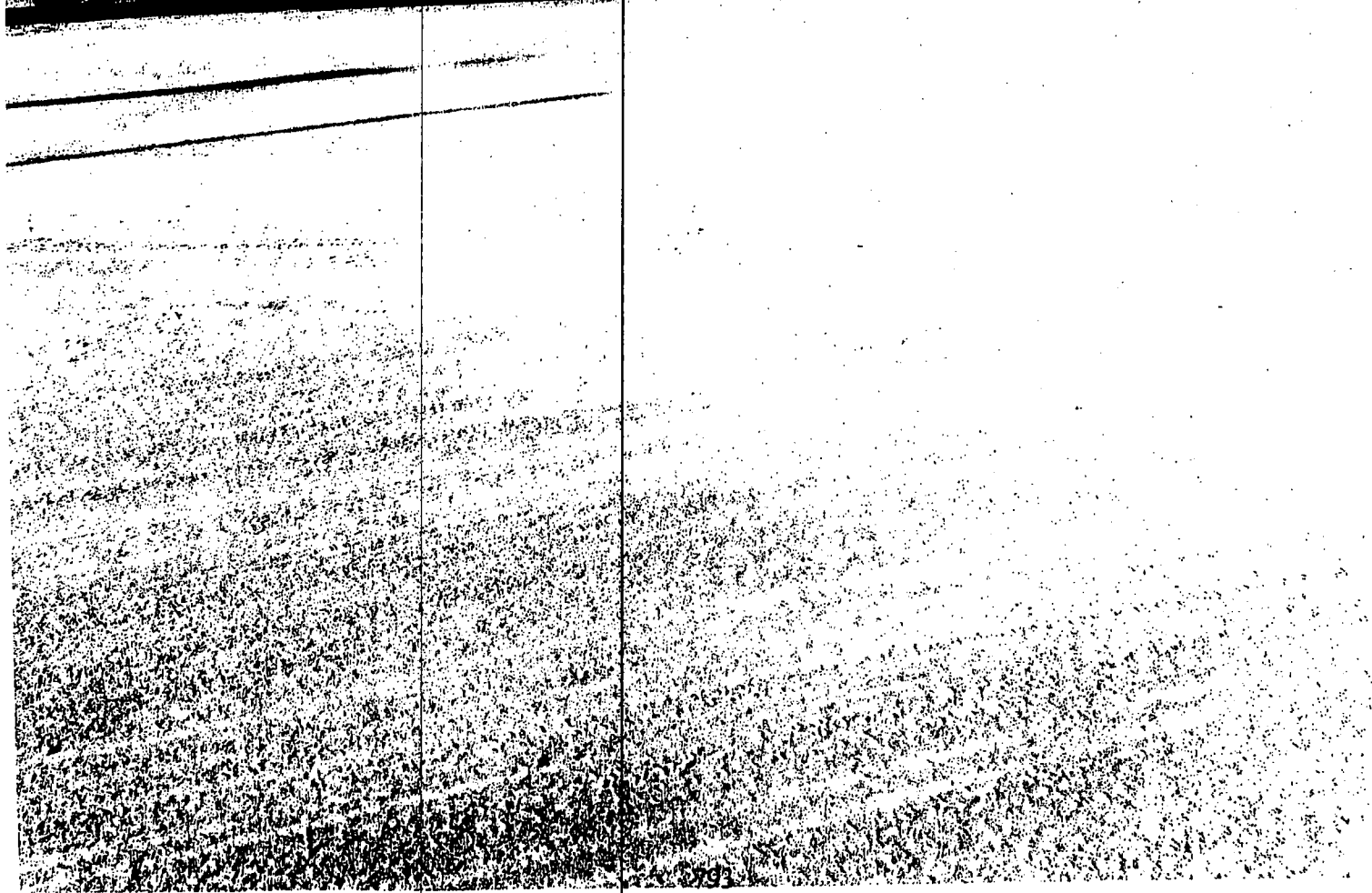
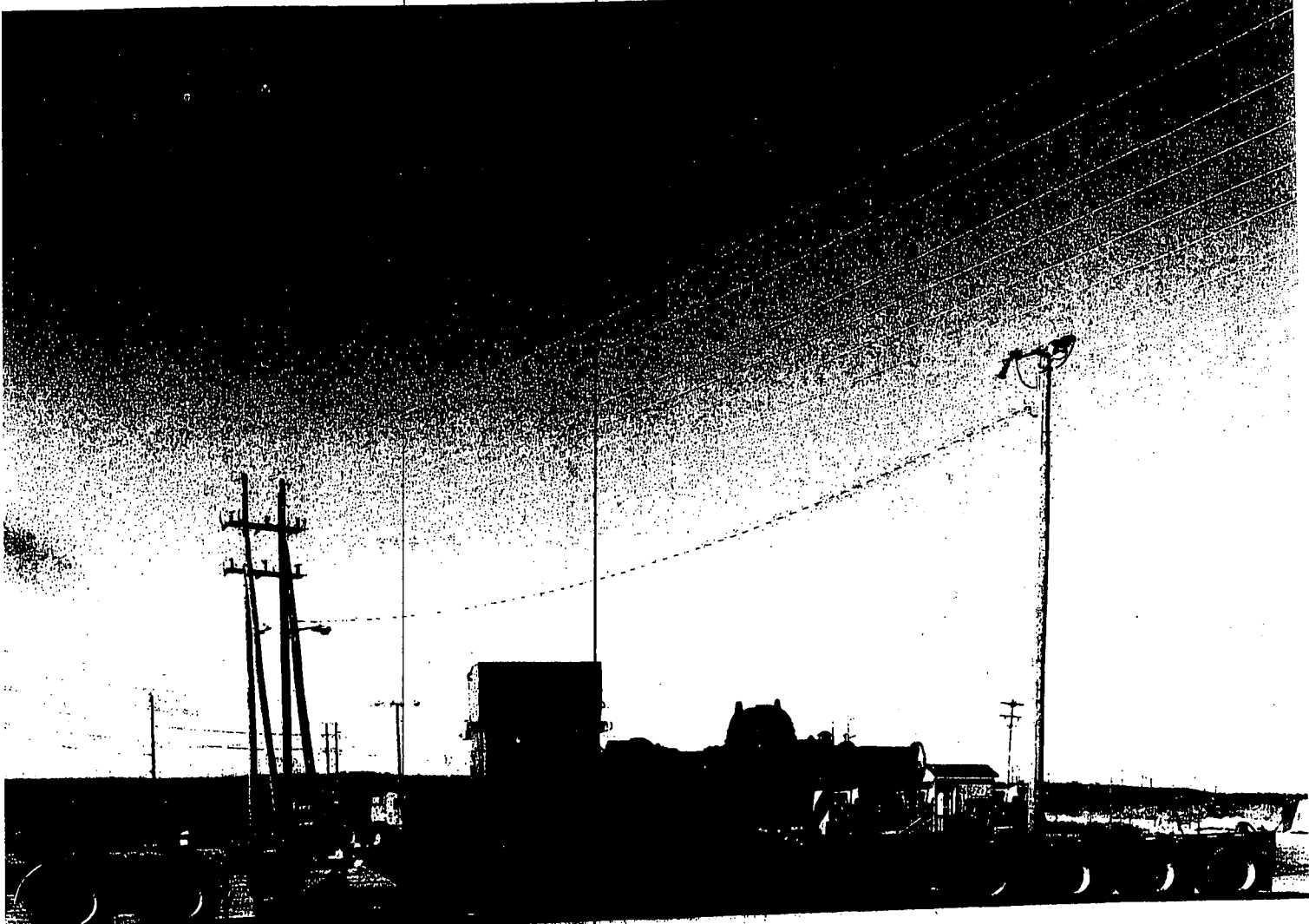
Description: PUMP ON A SKID

Major Intersection:

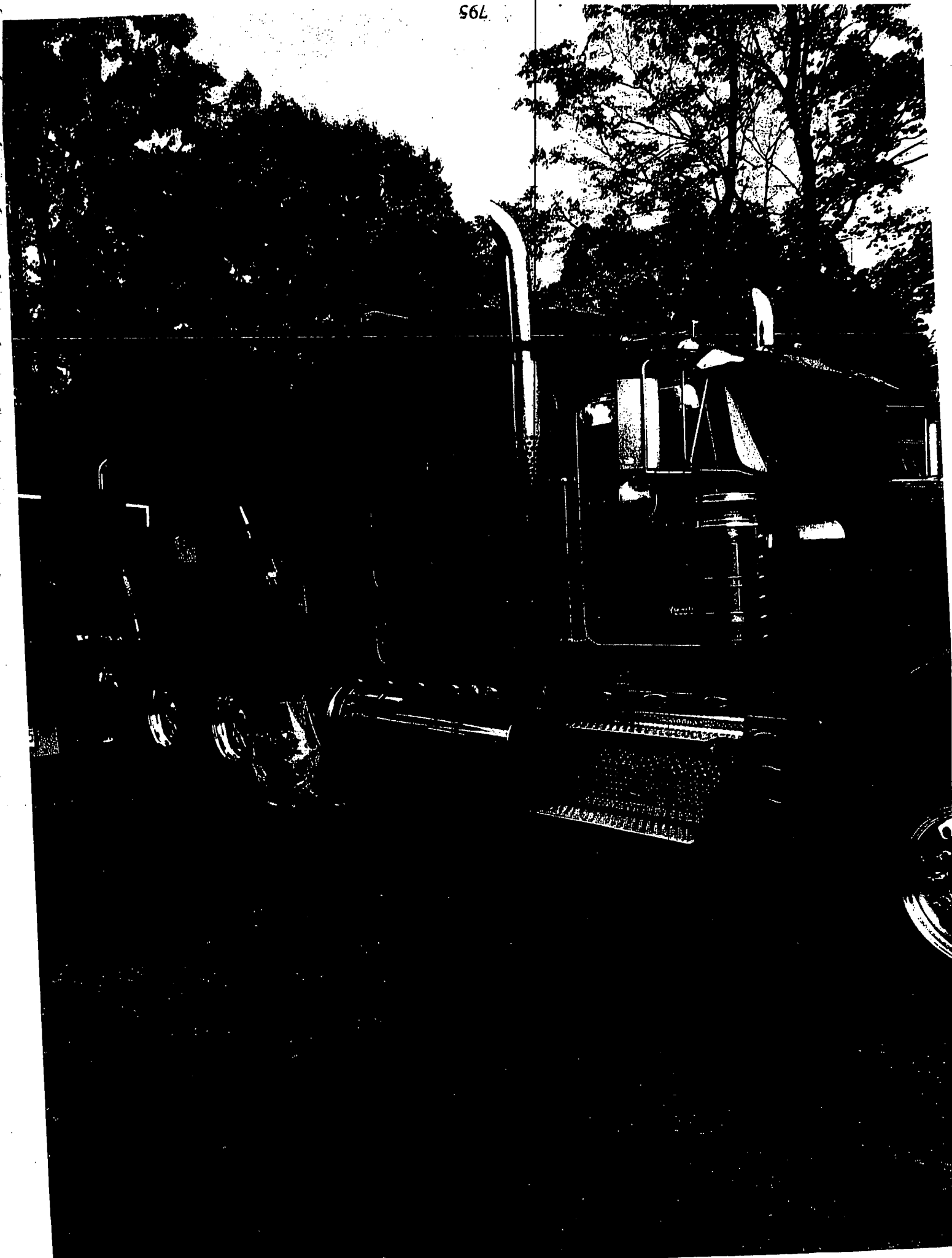
Appt: No

Consignee Notes: ...

DISPATCH NOTES:







Rate and Load Confirmation

Rock City Heavy Haul INC
 154 N Anderson rd
 Rock Hill, SC 29730
 Tel: 803-324-4125 Fax:

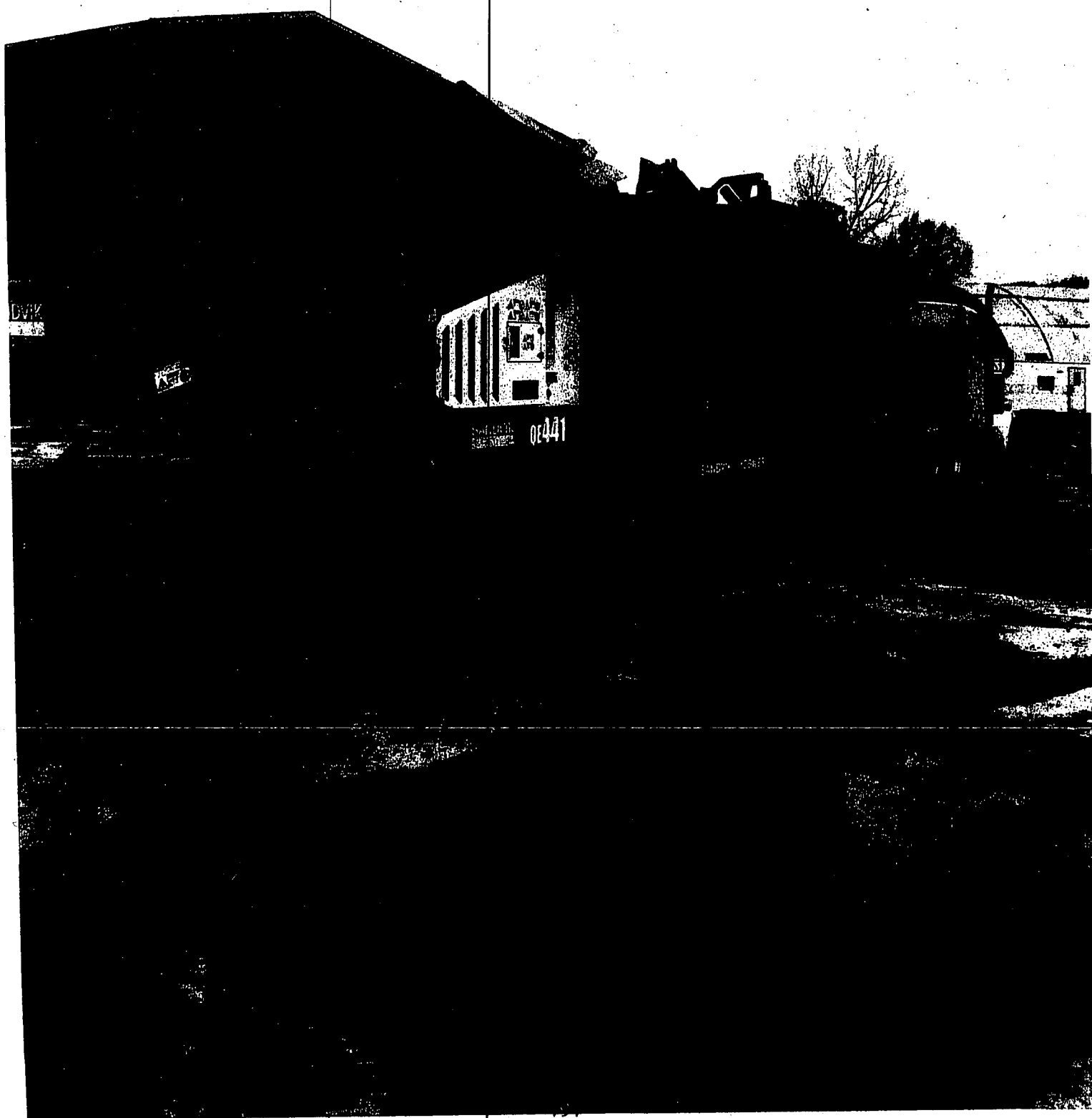
LOAD #	202506
Page	1 of 1
Today's Date	12/08/2016
Ship Date	12/08/2016
Dispatcher	Brandy
Email	brandy@rockcityheavyhaul.com
Telephone	803-324-4125 x4159
Fax	

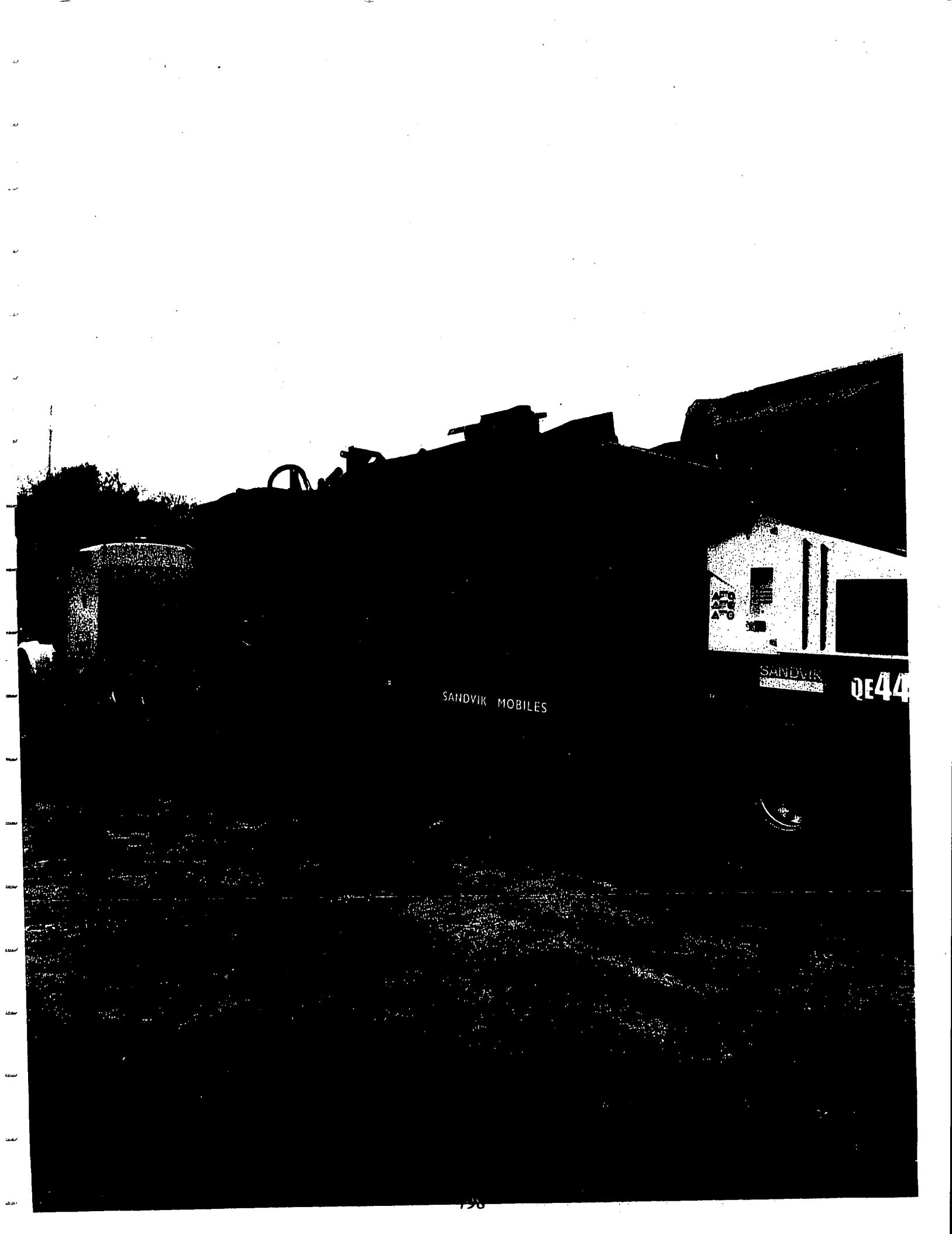
Driver	Telephone #	Email	Equipment	Truck #	Trailer #	Load Status
			Double Drop			Open

Shipper 1			
MMC MATERIALS INC 5758 OLD HWY 78 Memphis, TN, 38118 Tel: 901-305-5808	Ship/Date:	12/08/2016	P/O #:
	Time:	12:00 AM	
	Type:		Description:
	Quantity:		
	Weight:		Major Intersection:
	Ship/Hrs:		
Appt: No	Shipping Notes: ...		

Consignee 1			
CRUSHER WORKS LLC 1166 RAIMUND MUSCODA RD Banner, AL, 35000 Tel: 205-613-2010	Del/Date:	12/08/2016	P/O #:
	Time:	12:00 AM	
	Type:	FULL	Description: SANDVIK QJ341 CRUSHER 46' X 9'4" X 11'4"
	Quantity:	1	
	Weight:	115000	Major Intersection:
	Rec/Hrs:		
Appt: No	Consignee Notes: ...		

DISPATCH NOTES:

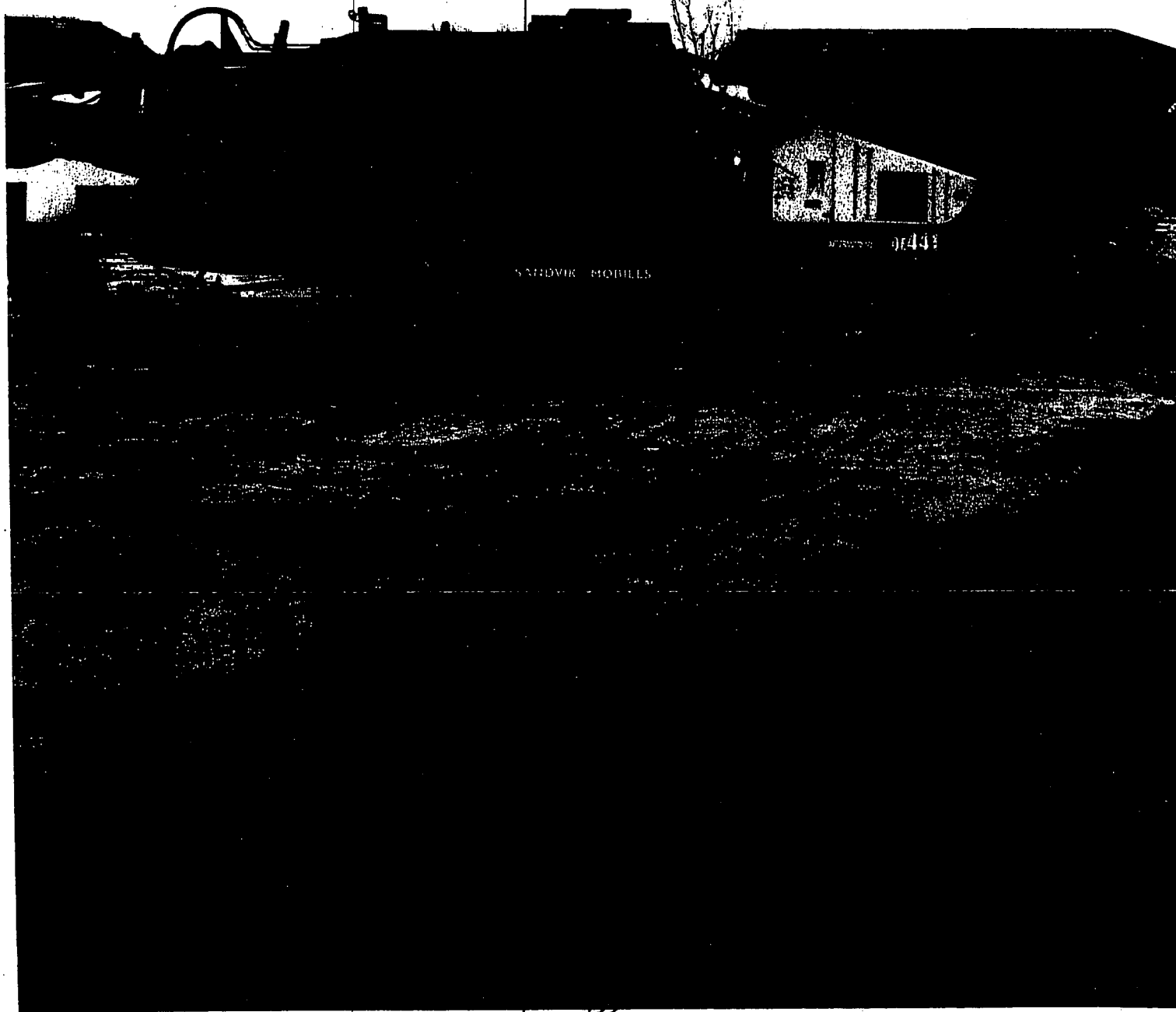




SANDVIK MOBILE

SANDVIK

QE44



STANDARD MOBILE

9441

THIS MEMORANDUM

is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, not a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Carrier Rock City Heavy Haul

SCAC _____

Carrier's No. _____

date _____ from _____

Consigned to _____

Destination X/O. Harrisburg NC

State _____ County _____ Zip _____ Delivery Address _____

Delivering Carrier Do Maxwell IN

Vehicle Number _____

Number of Packages _____ Description of Articles _____

Weight (sub. to correction) _____

Class or Rate _____

Subject to Section 7 of Regulations, a shipper is to be delivered to the consignee without receipt (except as to the consignee) and all sign the following statement:
The carrier shall not incur liability at this shipment without payment of freight and no other local charges.

Signature of Consignor _____

FREIGHT CHARGES:

Prepaid ☐
Collect ☐

COD AMT: _____

\$ _____

TOTAL CHARGES: _____

\$ _____

Pay On Delivery and remit to _____

COB FEE: _____

Prepaid ☐
Collect ☐

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____
Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

Loaded by MJ

Carrier: _____

Date: _____

Per: _____

Date: _____

Rev. 1/07)

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Printed in the United States

3

Rate and Load Confirmation

Rock City Heavy Haul INC
154 N Anderson rd
Rock Hill, SC 29730
Tel: 803-324-4125 Fax:

LOAD #	202179
Page	1 of 1
Today's Date	11/02/2015
Ship Date	11/02/2015
Dispatcher	Brandy
Email	brandy@rockcityheavyhaul.com
Telephone	803-324-4125
Fax	

Driver	Telephone #	Email	Equipment	Truck #	Trailer #	Load Status
			Double Drop			Open

Shipper 1

GREENWAY RECYCLING
2105 SPEEDRAIL CT
Harrisburg, NC, 28025
Tel: 000-000-0000

Ship/Date:	11/02/2015	P/O #:
Time:	12:00 AM	
Type:		Description:
Quantity:		
Weight:		Major Intersection:
Ship/Hrs:		

Appt: No

Shipping Notes: ...

Consignee 1

TILES CONCRETE
8 EAST JUNCTION STREET
Maxwell, IN. 46154
Tel: 000-000-0000

Del/Date:	11/02/2015	P/O #:
Time:	12:00 AM	
Type:	FULL	Description: TEREX FINLEY CRUSHER 53-6 10-2 11
Quantity:	1	
Weight:	102000	Major Intersection:
Rec/Hrs:		

Appt: No

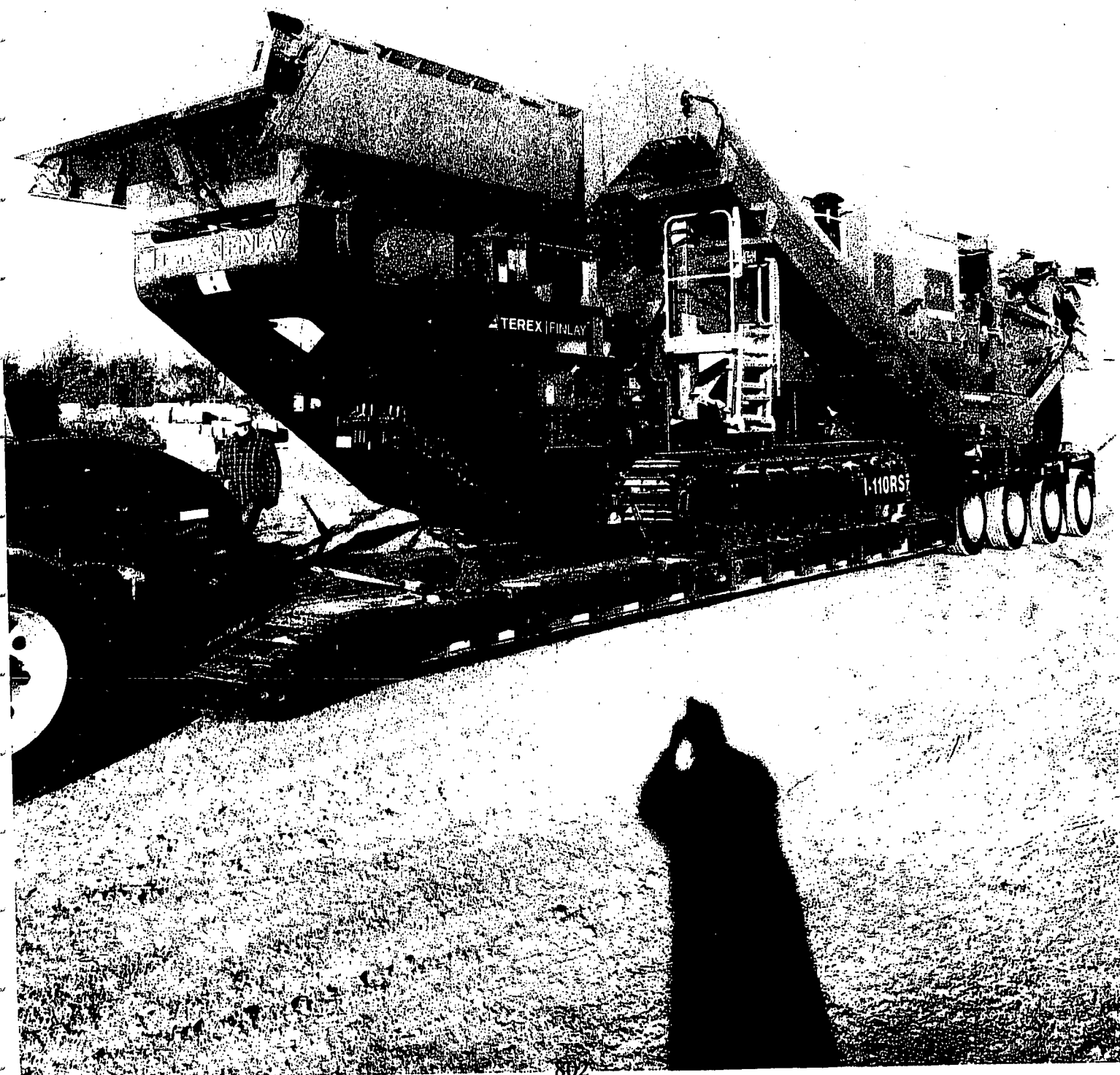
Consignee Notes: ...

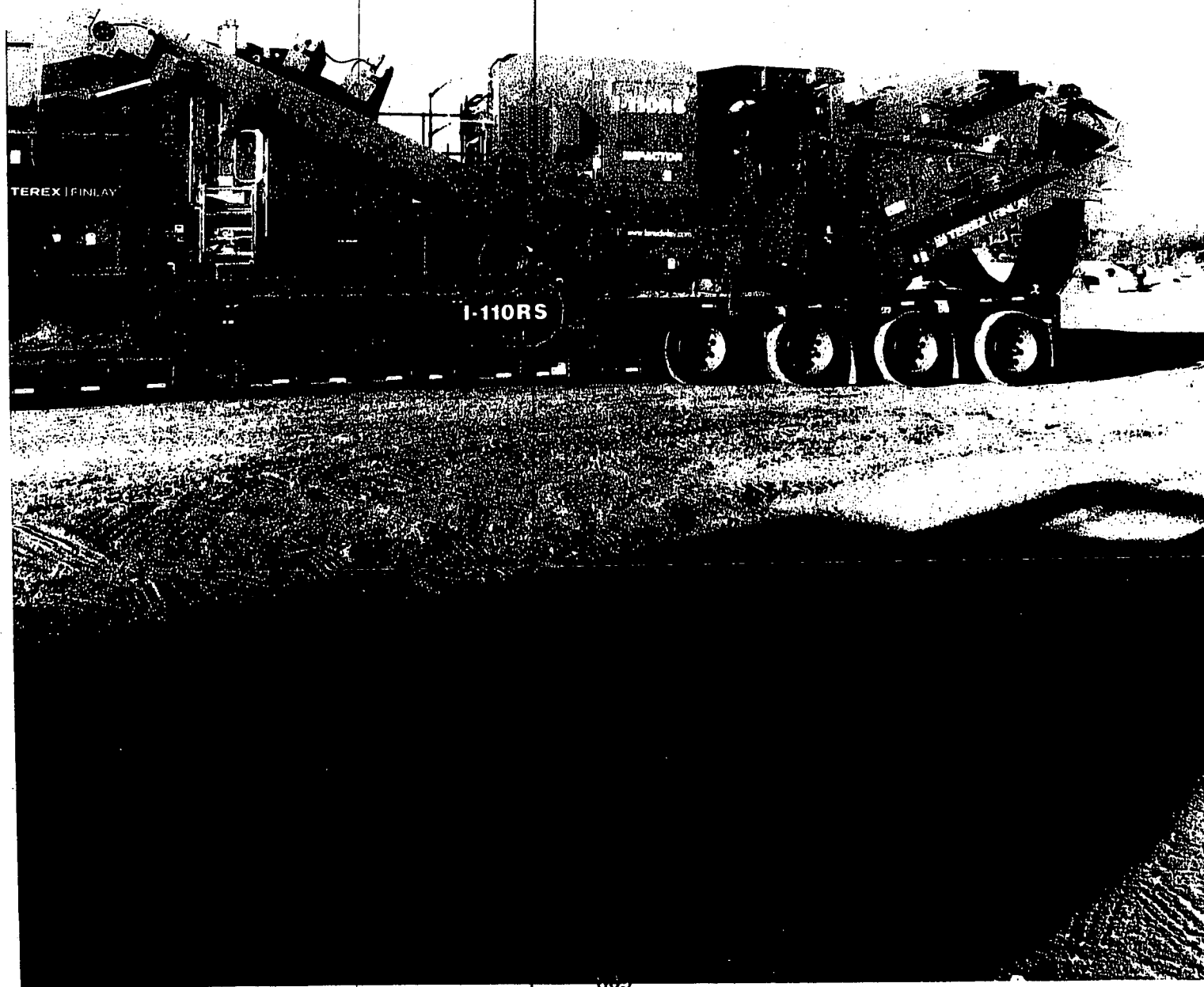
DISPATCH NOTES:

704 400 0325
Binary

704-400-0325
Greenway
2105 Speedrail
Harrisburg, NC
Tel: 000-000-0000

1/21
855
607

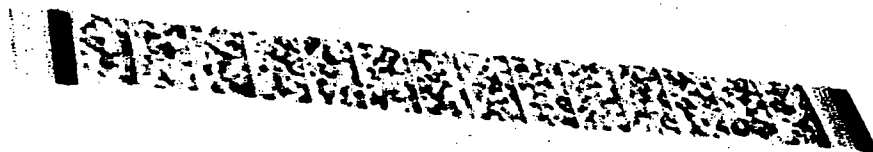






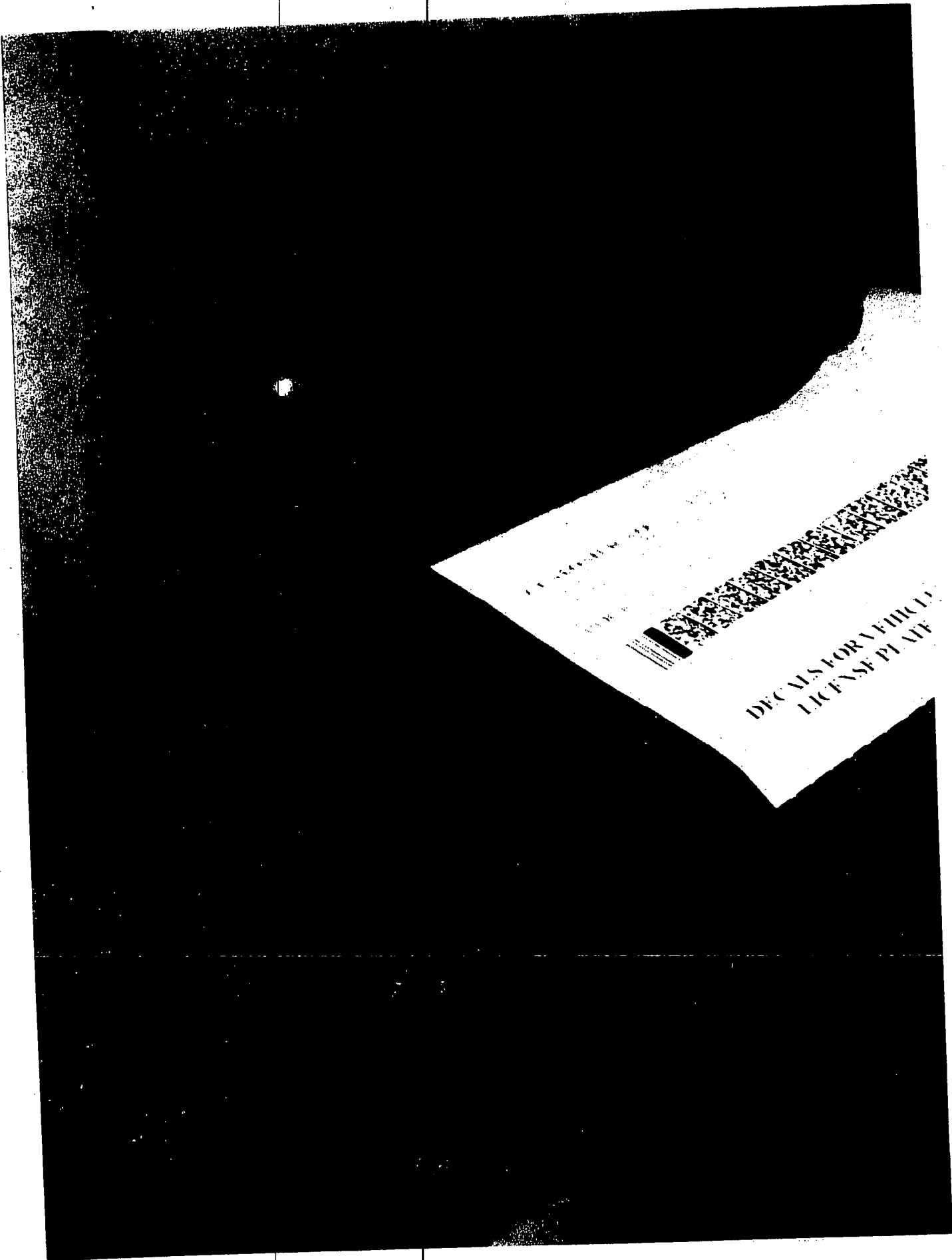


CUSTOMER NO. 024947347
 PATRICK JAMES T SR OR
 PATRICK JAMES T
 1000 1000 1000
 1000 1000 1000

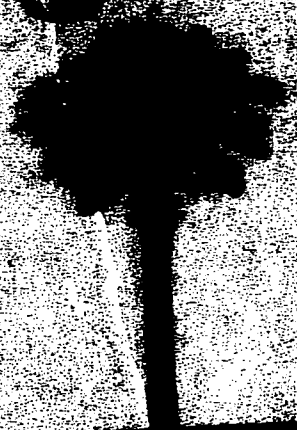


PY0628

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY
 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE
 AND IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS



PYT



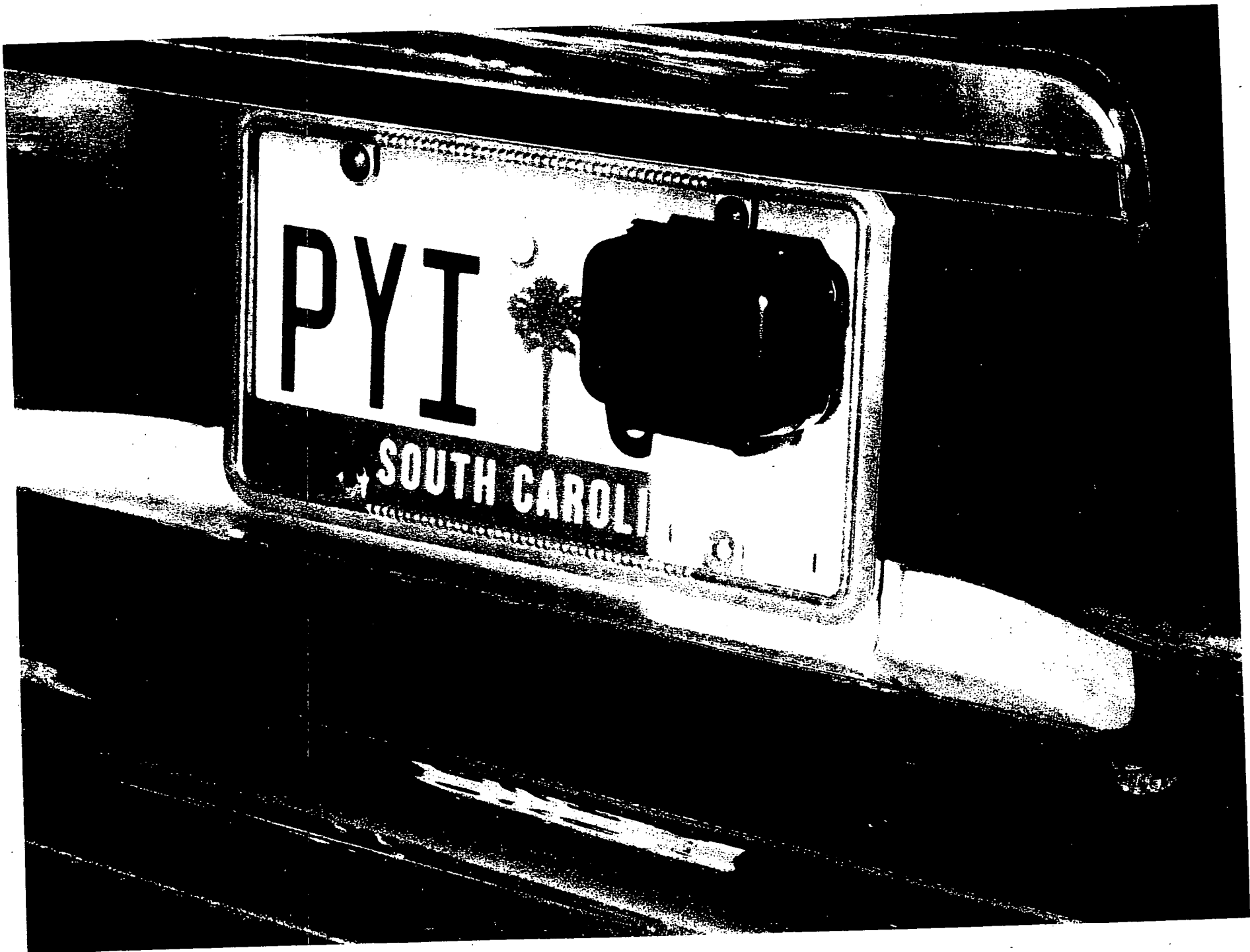
C

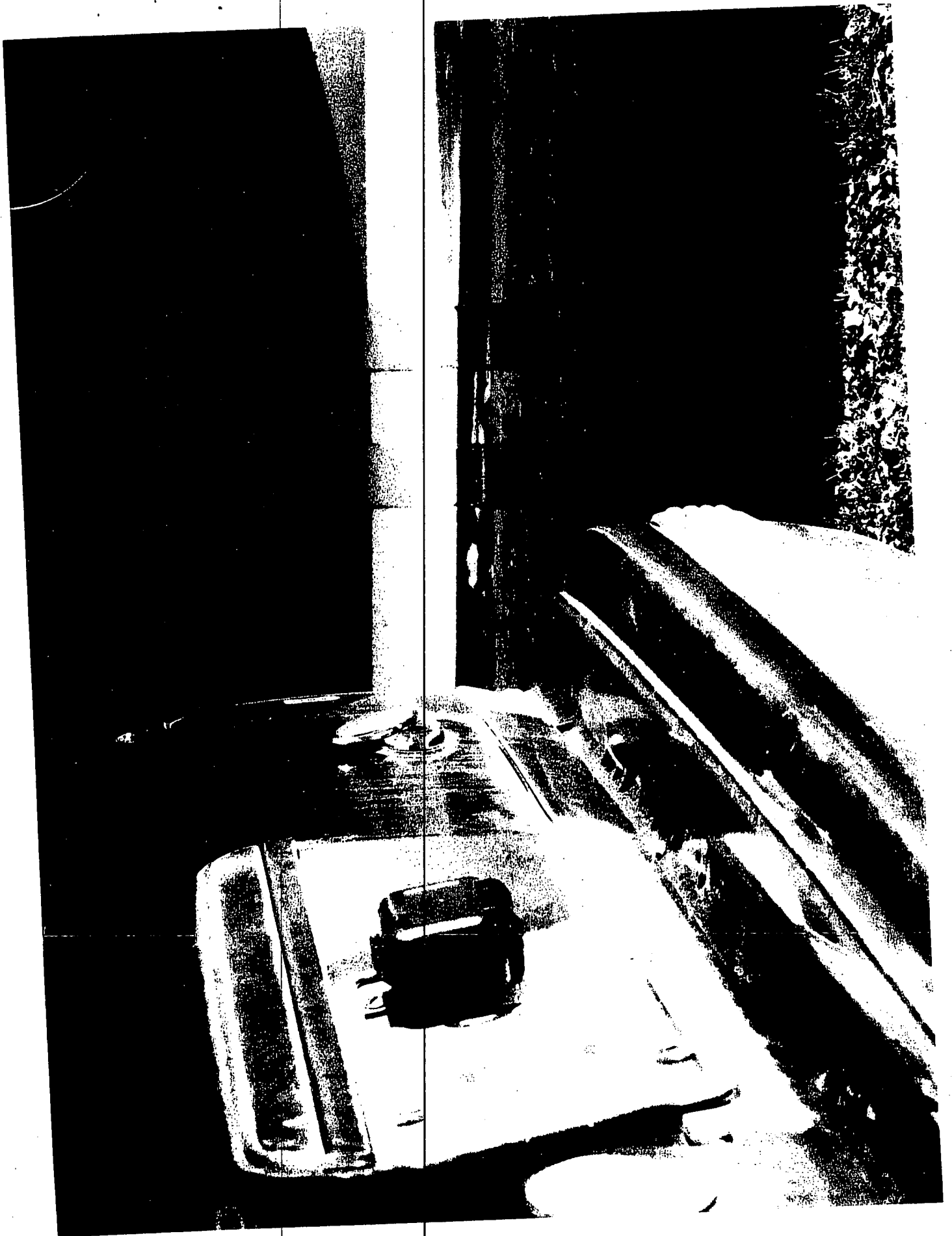
SOUTH CAROLINA

CUSTOMER NO. 123456
PAFFORD, J. G.
PAFFORD, J. G.
2335 PERRY ST.
ROCK HILL, S.C. 29730











✓
Rock City
Hamm-burg
NC
Screen Plant

CUSTOMER NO. 01234567
PATTORD JAMES E. JR.
PATTORD MARY E.
24111 RICHMOND DR.
KENNETH HILL ST. 207 HINDS

1975 24111 RICHMOND DR.
KENNETH HILL ST. 207 HINDS

THE AIR FORCE WILL
BE FIRST TO ALL

THE AIR FORCE WILL
BE FIRST TO ALL

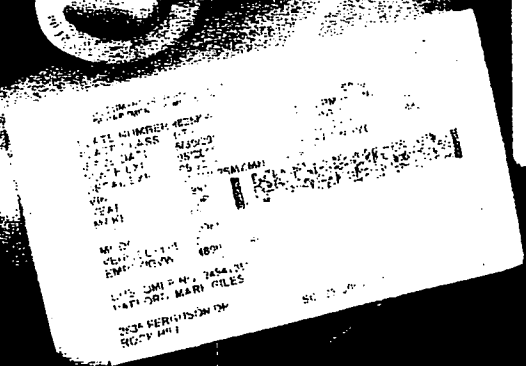
Field alone started that to reduce dead-
end streets for the installation of new

www.mwautova.com RICHMOND, VA

IN GOD WE TRUST

8825KW

South Carolina
M.W. AUTO SALES



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

**KEVIN A. SHINE
EXECUTIVE DIR.**

**PLATE NUMBER 8826KW
PLATE CLASS GT1
ISSUE DATE 5/30/2017
PLATE EXP. 05/2019
DECAL EXP. 05/2018**

**TITLE 000000021655472 A
EQUIPMENT NO. 46
COUNTY 0007041
VEHICLE NO.
FLEET NUMBER**

**VIN 1FTFW26MXMNA13625
YEAR 1991
MAKE FORD
BODY TR
MODEL COFF2
VEHICLE TYPE S
EMPTY GVW 2000**

**CUSTOMER NO.
PAFFORD, MA**

**NEW REGISTRATION
BOOK FEE**



[illegible]

he property described above is in apparent good order and condition, the contents and condition of contents in packages are as shown and labeled, and are in proper condition for transportation in accordance with applicable regulations of the department of transportation. The consignor hereby agrees to section 7 of the conditions of carriage and the consignee without recourse on the following statement: The property is being transported without payment of freight.

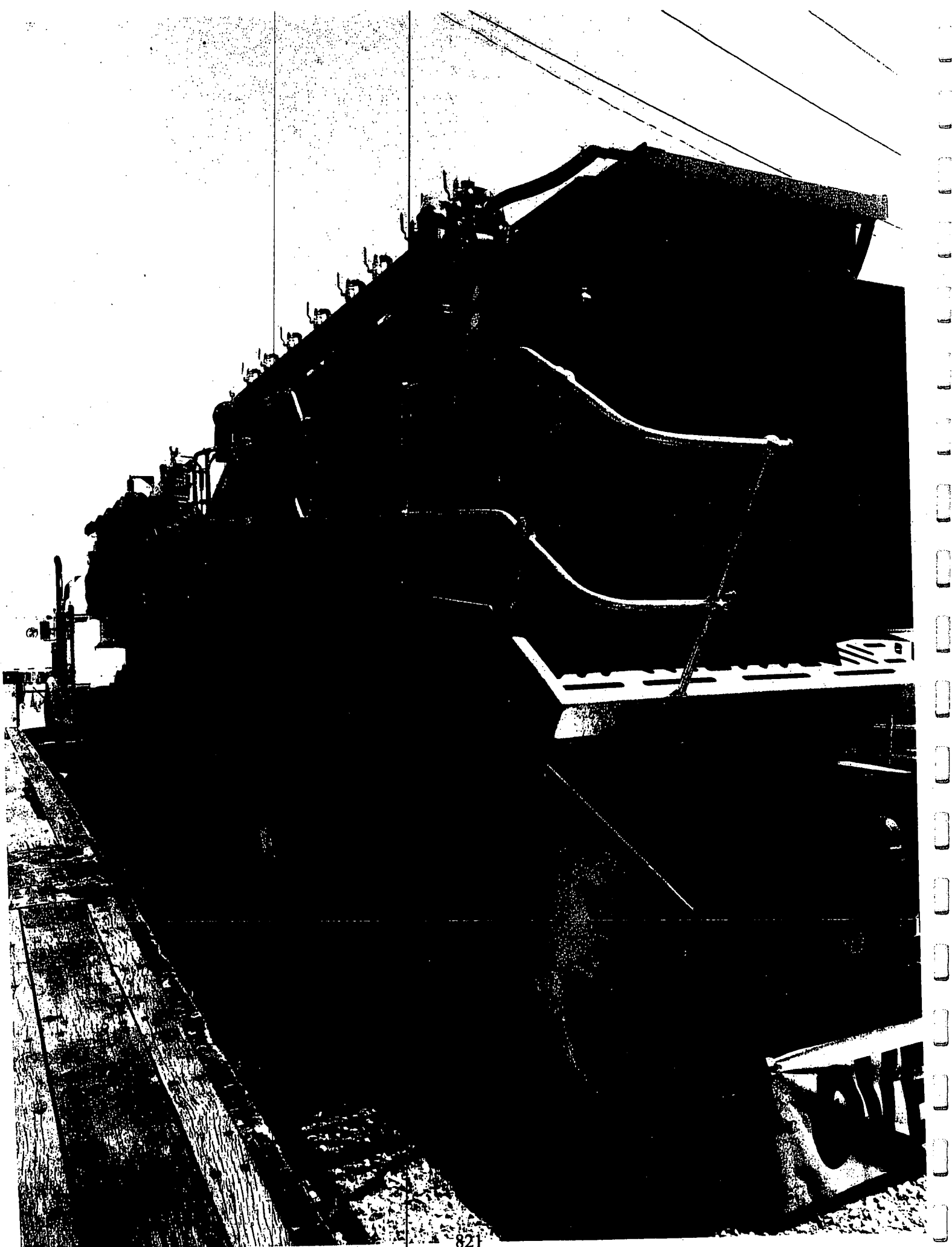
of this Bill of Lading, the property is assigned, and destined as indicated in the classification of the property under the applicable route to said destination. It is not the duty of any party at any time interested in all or any part of the property governing classification on the Bill of Lading.

The property described above is not noted.	Prepaid	Collected
---	---------	-----------

Receiver signature: _____ (Prepaid)

Freight Charges are:
 Prepaid Collect
 (Prepaid)







Customer	BNSF	BOL #	LID1833465
Carrier	ROCK CITY HEAVY HAUL INC	Truck #	52
Shipper	FIRE DEPT	Consignee	CORNERSTONE SPECIALTY
Address	321 S MAIN STREET	Address	10436 NC 150
Address 2	JONESVILLE NC 28642	Address 2	CLEMMONS NC 27012
Contact		Contact	
Telephone		Telephone	
Ship Date	1-6-16	Deliver Date	1-7-16
Pkgs #	Hazmat	Kind of package	

[illegible]

The property described above is in apparent good order, except as noted (contents and condition of contents in packages unknown) marked, labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

Subject to section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signed: _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above is apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.
--

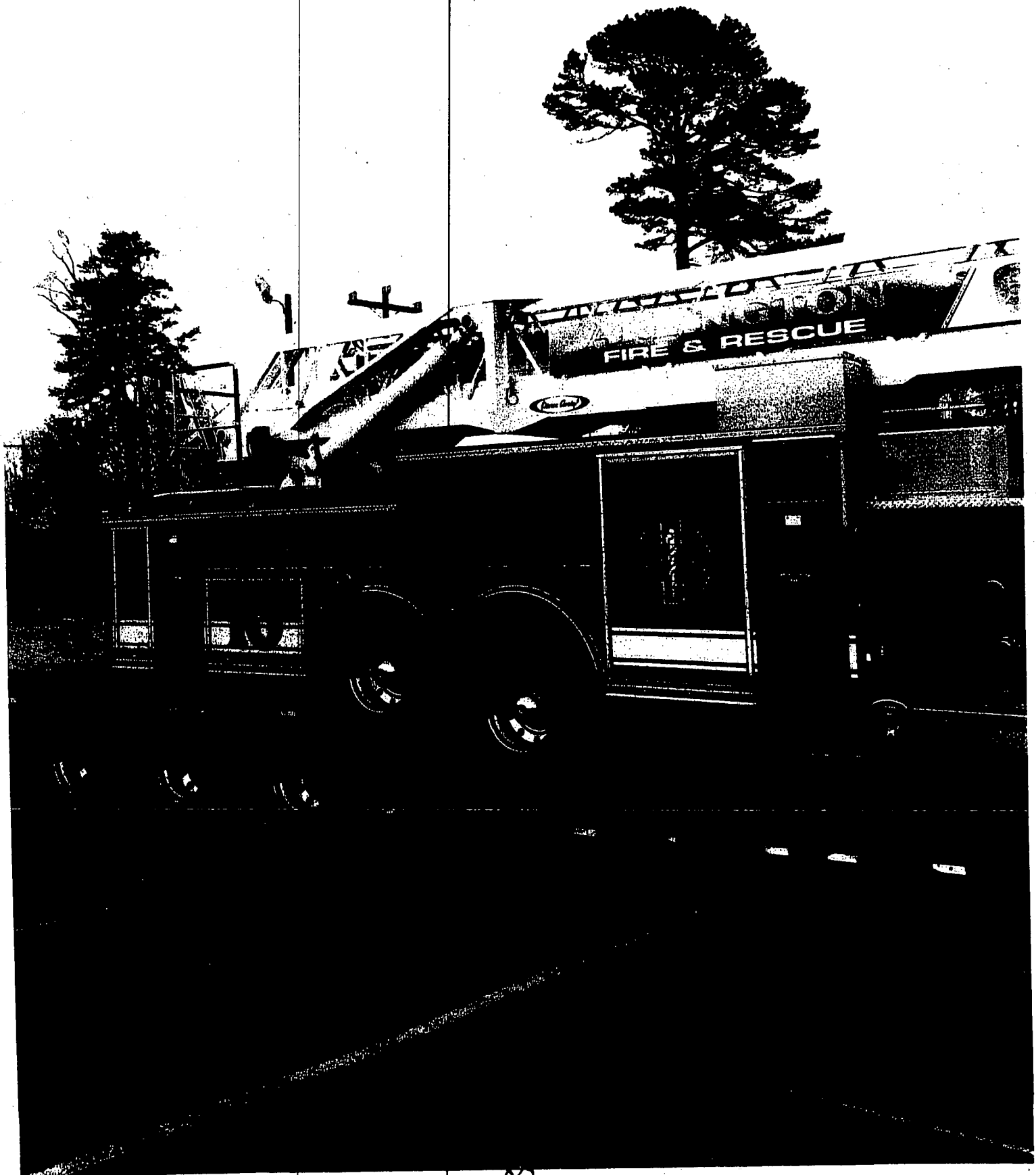
Freight Charges are:

Prepaid	Collect	Third Party
(Prepaid if nothing is checked)		

Receiver signature: _____

Bath Bath 1-7-16





Rate and Load Confirmation

Rock City Heavy Haul INC
154 N Anderson rd
Rock Hill, SC 29730
Tel: 803-324-4125 Fax:

LOAD #	202105
Page	1 of 1
Today's Date	08/04/2015
Ship Date	08/11/2015
Dispatcher	Brandy
Email	brandy@rockcityheavyhaul.com
Telephone	803-324-4125
Fax	

Driver	Telephone #	Email	Equipment	Truck #	Trailer #	Load Status
			Double Drop			Open

~~Completed~~

STEAM LOCOMOTIVE CORNER OF WASHINGTON & 3RD STREET Boyertown, PA, 19512 Tel: 502-599-7437 <i>Deliver TPA</i>	Del/Date:	08/04/2015	P/O #:
	Time:	12:00 AM	
	Type:	FULL	Description: STEAM LOCOMOTIVE 30X 9X 12-2
	Quantity:	1	
	Weight:	100000	Major Intersection:
Rec/Hrs:			
Consignee Notes: ...			
Appt: No			

~~Shipped~~

KRM RAILROAD DEE HEAD CROSSING @ OLD GETHSEMANE DISTRI New Haven, KY, 40051 Tel: 502-964-4840 <i>Pick up key</i>	Ship/Date:	08/11/2015	P/O #:
	Time:	12:00 AM	
	Type:		Description:
	Quantity:		
	Weight:		Major Intersection:
	Ship/Hrs:		
Shipping Notes: ... CALL FOR CRANE APPT.			
Appt: No			

DISPATCH NOTES:

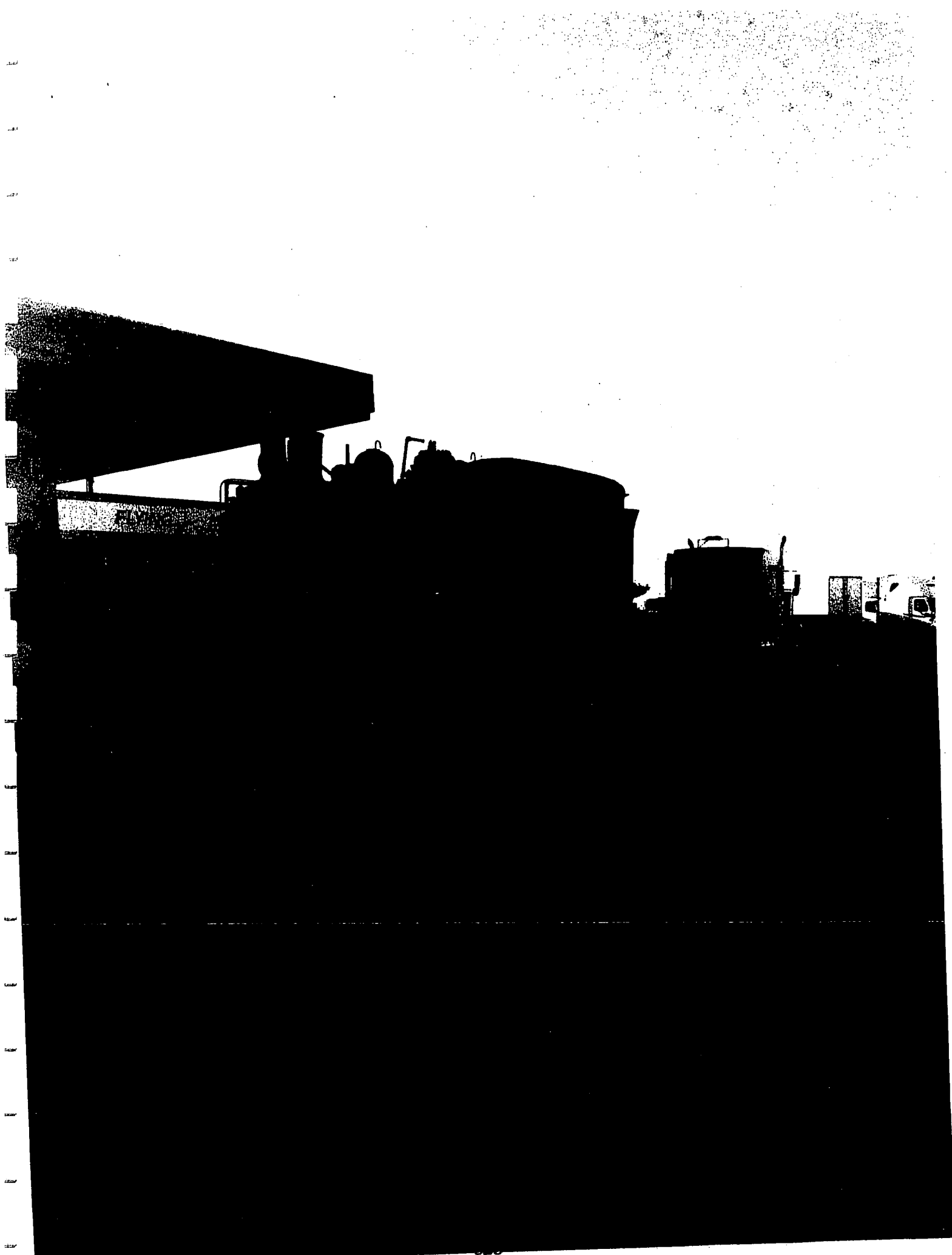
1- 502-964-4840

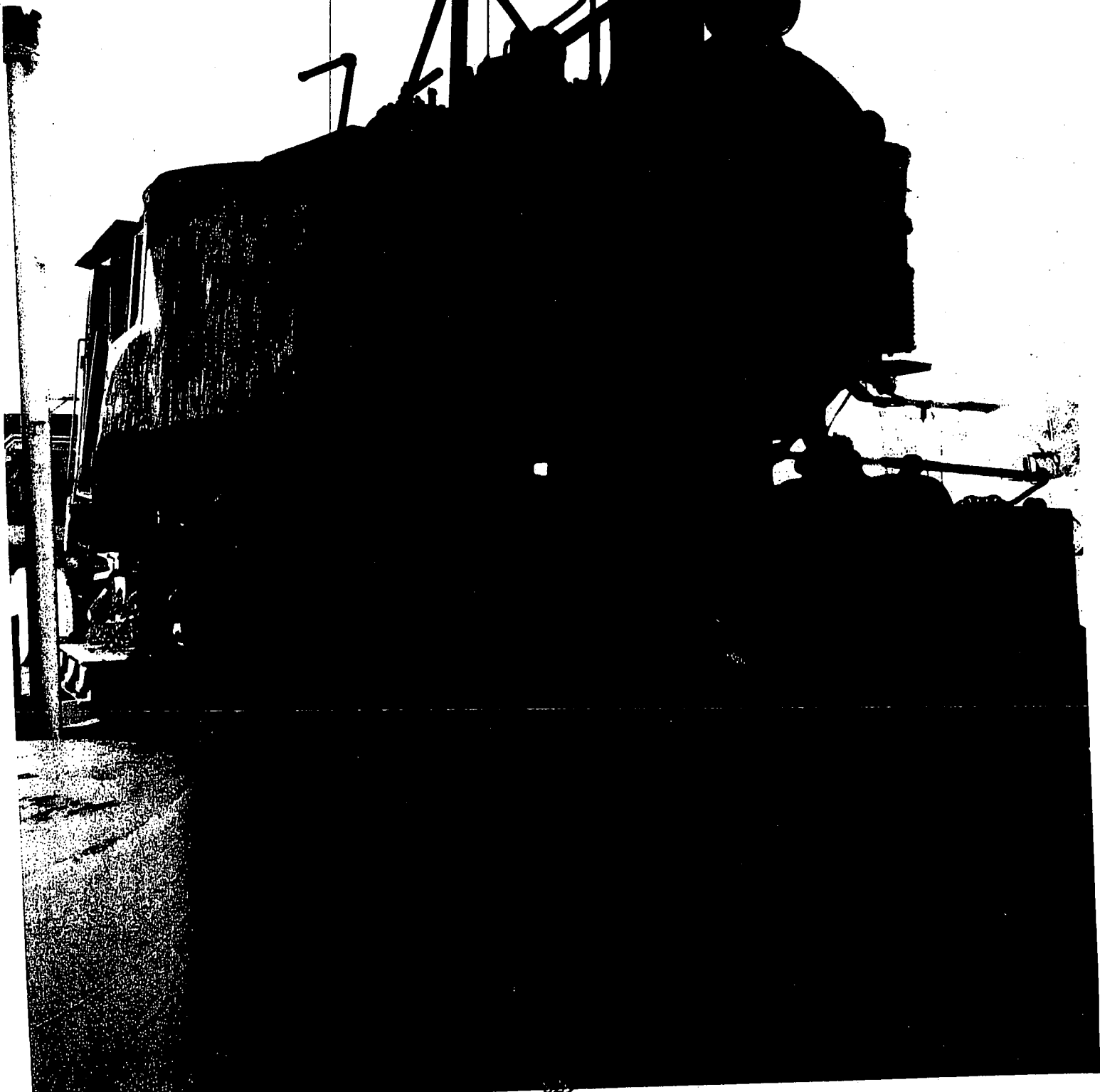
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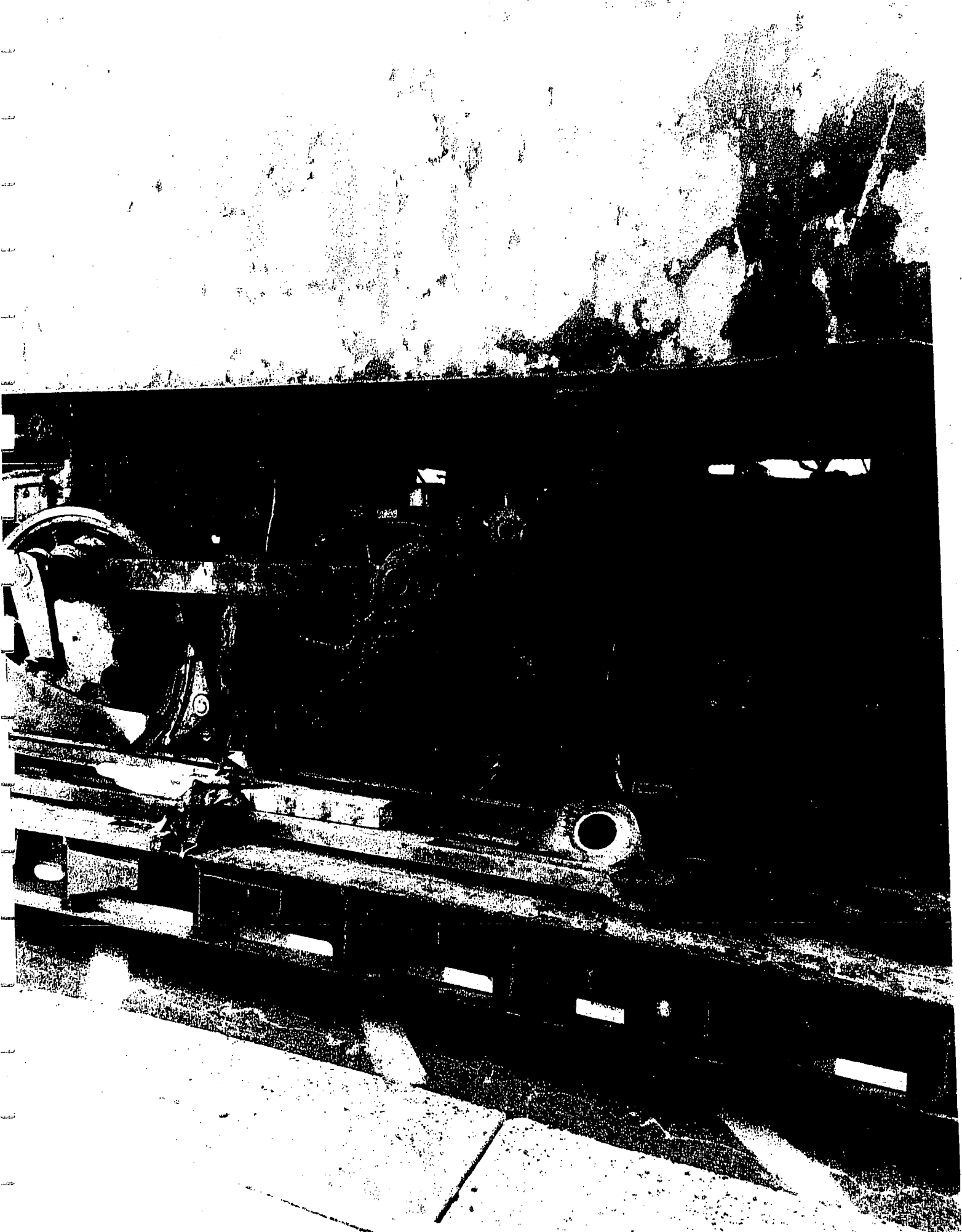
1- 502-599-7437 *Peristw*

Powered by www.lisdispatch.com

NG J











New Jersey Police Crash Investigation Report

☒ Reportable
 ☐ Non-Reportable
 ☐ Change Report
Page: 1 of 2 ☐ FdW

1 Case Number HT2015-015631	10 Crash Occurred On: Pennington Rd	11 Speed Limit 45	12 Route No 31	13 Milepost 6	18a 25
2 Police Dept. of HOPEWELL POLICE DEPARTMENT	Code 01	At Intersection with ☒ Feet ☐ Miles	Road Name N of: Blackwell Rd	18 Speed Limit 40	18b ---
3 Station/Preced 51N051	14	15	16	17 Cross Road Name From: --	18a 06
4 Date of Crash mm dd yy 07 21 15	5 Day of Week Tue	6 Time (use 2400 hrs) 14:03	7 Municipality Code 1106	8 Total Killed ---	9 Total Injured ---
23 Veh No 01	24 Policy No MCCB003030	25 Ins Code *	63 Veh No 02	64 Policy No 20574772	65 Ins Code 482
☐ Parked ☐ Ped ☐ Pedalcyclist	☐ Resp to Emergency	☐ Hit & Run	☐ Parked ☐ Ped ☐ Pedalcyclist	☐ Resp to Emergency	☐ Hit & Run
26 Driver's First Name MARK G PAFORD	Initial	Last Name	29 Sex M	66 Driver's First Name LINDA C COX	Initial
27 Number and Street 2535 FERGUSON DR	State SC	Zip 29730	30 Eyes 02	67 Number and Street 31 SO EASTFIELD AVENUE	State NJ
28 City ROCK HILL	State SC	Zip 29730	31 State SC	68 City TRENTON	State NJ
31 State SC	32 Drivers License No 001956826	33 DOB mm dd yy 07 29 55	34 Expires mm yy 05 15	61 State NJ	62 Drivers License No C69034736351581
35 Owner's First Name AMERICAN HEAVY HAUL INC	Initial	Last Name	65 Owner's First Name LINDA C COX	Initial	Last Name
36 Number and Street 5300 BLUE BIRD LN	State SC	Zip 29745	66 Number and Street 31 SO EASTFIELD AVENUE	State NJ	Zip 08618-5207
37 City YORK	State SC	Zip 29745	67 City TRENTON	State NJ	Zip 08618-5207
38 Make KIA	39 Model N	40 Color RED	41 Year 2007	42 Plate No. P728404	43 State SC
44 VIN 1XKND89KX7J179636	45 Expires 06 16	46 Vehicle Removed To ☒ Driven ☐ Left at Scene	47 Authority ☒ Owner ☐ Driver ☐ Police	74 VIN JTBED69B210146033	75 Expires 02 16
48 Alcohol/Drug Test Given: ☒ No ☐ Yes ☐ Refused Type: ☐ Breath ☐ Blood ☐ Urine Results: 0. % ☐ Pending	134 Crash Diagram (NOT TO SCALE)	76 Alcohol/Drug Test Given: ☒ No ☐ Yes ☐ Refused Type: ☐ Breath ☐ Blood ☐ Urine Results: 0. % ☐ Pending	77 Authority ☒ Owner ☐ Driver ☐ Police	78 Hazardous Material On Board ☐ Spill ☐ Name of Placard No.	79 Carrier No. UBDOT ☐ Other *
49 Hazardous Material On Board ☐ Spill ☐ Name of Placard No.	50 Carrier No. 2383052	51 Commercial Vehicle Weight ☐ < 10,000 lbs ☐ 10,001 - 26,000 lbs ☒ > 26,001 lbs	52 Carrier name AMERICAN HEAVY HAUL INC	81 Commercial Vehicle Weight ☐ < 10,000 lbs ☐ 10,001 - 26,000 lbs ☐ > 26,001 lbs	82 Carrier name
185 Crash Description *25 - SC INSURANCE / STRATFORD INS. CO. (NAIC#040436) V1 IS A TRACTOR AND AN EIGHT(8) AXLE FLAT BED TRAILER. V1 IS A PERMITTED HEAVY/WIDE LOAD HAULER BUT WAS EMPTY AT THE TIME OF THE CRASH. TRAILER REGISTRATION - S.C. PV48832. (VIN#: 4U38005109L009874) D1 STATED HE WAS TRAVELING N/B ON PENNINGTON RD. (S. RT 31), THROUGH THE PENNINGTON CIRCLE. D1 STATED...					
126 Damage To Other Property					
137 Charge 39:4-86 IMPROPER PASSING	138 Summons No E15-003093	139 Charge 39:4-86 IMPROPER PASSING	140 Summons No E15-003093	141 Officer's Signature OFFICER TOTH, MICHAEL A	
142 Badge No. 030	143 Reviewed By SERGEANT GIORDANO,	144 Case Status ☐ Pending ☒ Complete	145 Names & Address of Occupants - If Deceased, Date & Time of Death		
53	54	55	56	57	58
01	01	01	--	59	M
02	01	01	--	57	F
PAFFORD, MARK G 2535 FERGUSON DR. ROCK HILL SC 29730					
COX, LINDA C 31 SO EASTFIELD AVENUE, TRENTON NJ 08618-5207					

STATE OF NEW JERSEY

MOTOR VEHICLE CRASH DESCRIPTION

Police HOPEWELL POLICE DEPT Code 01Station 51N051Case No HT2015-015631

(Refer to vehicle by number)

ALL INVOLVED

Veh Occ	Pos In/On	Eject	Phys Cond	Age	Sex	Loc Inj	Type Inj	Ref Med	Equip Avail	Equip Used	Reg Dept	Hoep Code	Names & Address of Occupants - If Deceased, Date & Time of Death
83	84	85	86	87	88	89	90	91	92	93	94	95	
--	--	--	--	--	--	--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--	--	--	--	--	--	--

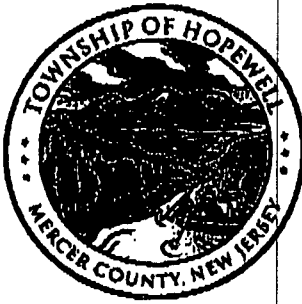
135 Crash Description

HE MANEUVERED V1 TO THE RIGHT OF THE LANE OF TRAVEL TO BE ABLE TO SAFELY MOVE THROUGH THE CIRCLE AND CONTINUE N/B ON S. RT 31. WHEN D1 BEGAN THE TURN HE OBSERVED THAT V2 HAD BEGUN PASSING V1 ON THE LEFT IN THE SAME LANE OF TRAVEL. D1 ATTEMPTED TO STOP V1 BUT WAS UNABLE TO DO SO BEFORE V2 STRUCK THE TRAILER BEING PULLED BY V1.

D2 STATED SHE WAS TRAVELING N/B THROUGH THE PENNINGTON CIRCLE, BEHIND V1. D2 STATED V1 MOVED TO THE RIGHT PORTION OF THE LANE SO D2 ASSUMED V1 WAS GOING TO CONTINUE NORTH ON PENNINGTON RD. D2 MOVED TO PASS V1 WHEN V1 BEGAN TO MOVE THROUGH THE CIRCLE ONTO S. RT. 31. D2 WAS UNABLE TO STOP V2 PRIOR TO STRIKING THE TRAILER OF V1.

NO INJURIES REPORTED AT THE SCENE. NO DAMAGE VISIBLE TO V1. MINOR DAMAGE TO THE FRONT PASSENGER SIDE QUARTER PANEL, TIRE AND RIM OF V2.

INVESTIGATION REVEALED THAT THE AREA OF THE CIRCLE WHERE THE CRASH OCCURRED CONSISTS OF A SINGLE LANE OF TRAVEL (N/B). V2 ATTEMPTED TO PASS V1 EVEN THOUGH THEY WERE BOTH BEING OPERATED IN THIS SINGLE LANE. D2 WAS FOUND AT FAULT AND ISSUED A SUMMONS FOR AN IMPROPER PASS.



HOPEWELL TOWNSHIP POLICE MERCER COUNTY

201 Washington Crossing - Pennington Rd
Titusville, NJ 08560

FACSIMILE TRANSMITTAL FORM

Date: 12/10/2019
To: Mark Pafford - 803-327-1410
Agency: _____
From: Hopewell Twp. P. D. / Records
Number of pages to follow: 2

This document and the documents accompanying this facsimile transmission contain confidential information belonging to the Hopewell Township Police Department. This information is intended only for the use of the individual(s) named above. If you are not the named recipient you are hereby notified that any disclosure, copying, distribution or taking of this information for any purpose whatsoever is strictly prohibited.

Message/Instructions:

Attached, Motor Vehicle Accident Report # HT2015-015631

201 Washington Crossing - Pennington Road
Titusville, New Jersey 08560-1410

Telephone (609) 737-3100

FAX (609) 818-1405

121019

--2015-C15631



TOWNSHIP OF HOPEWILL

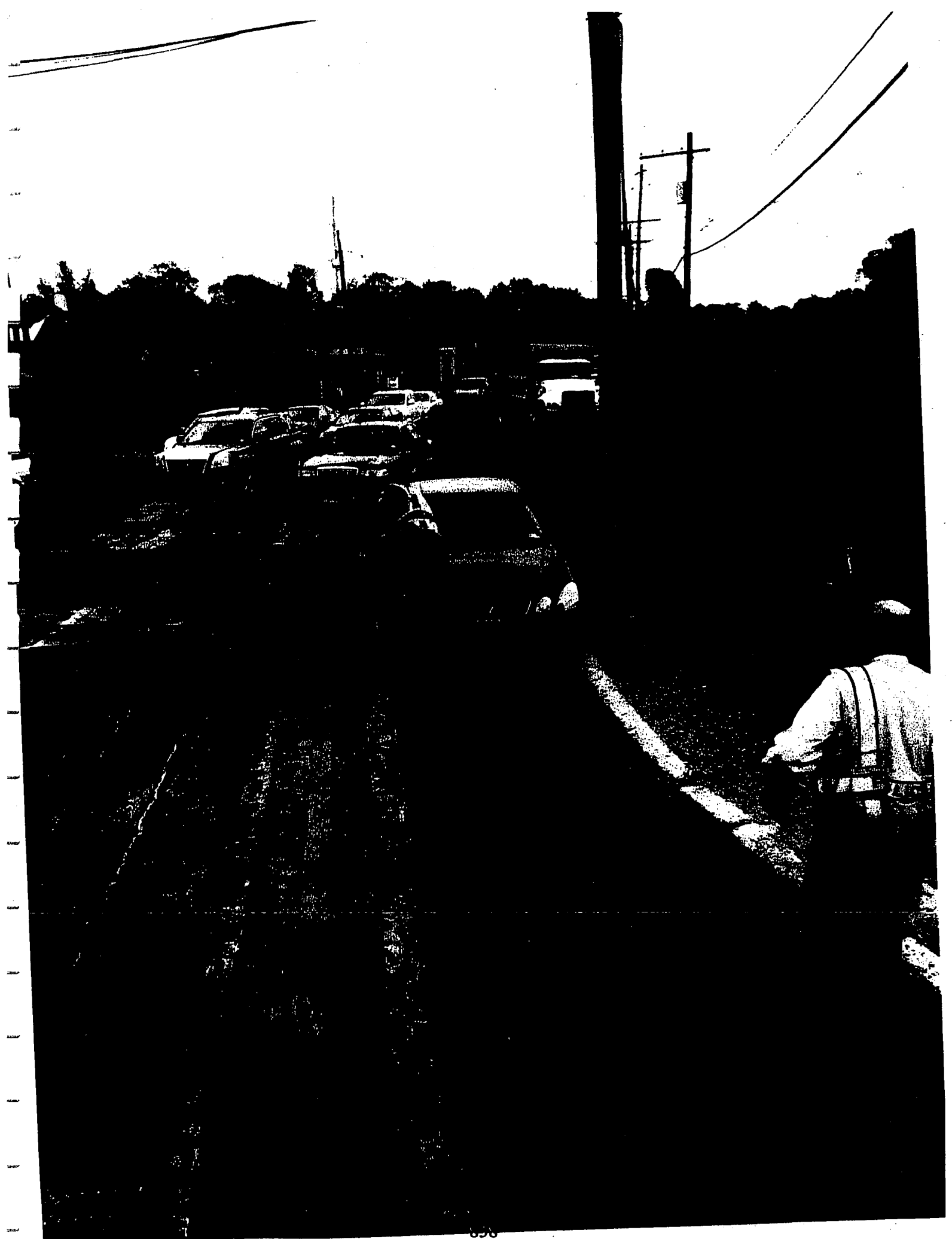
POLICE DEPARTMENT

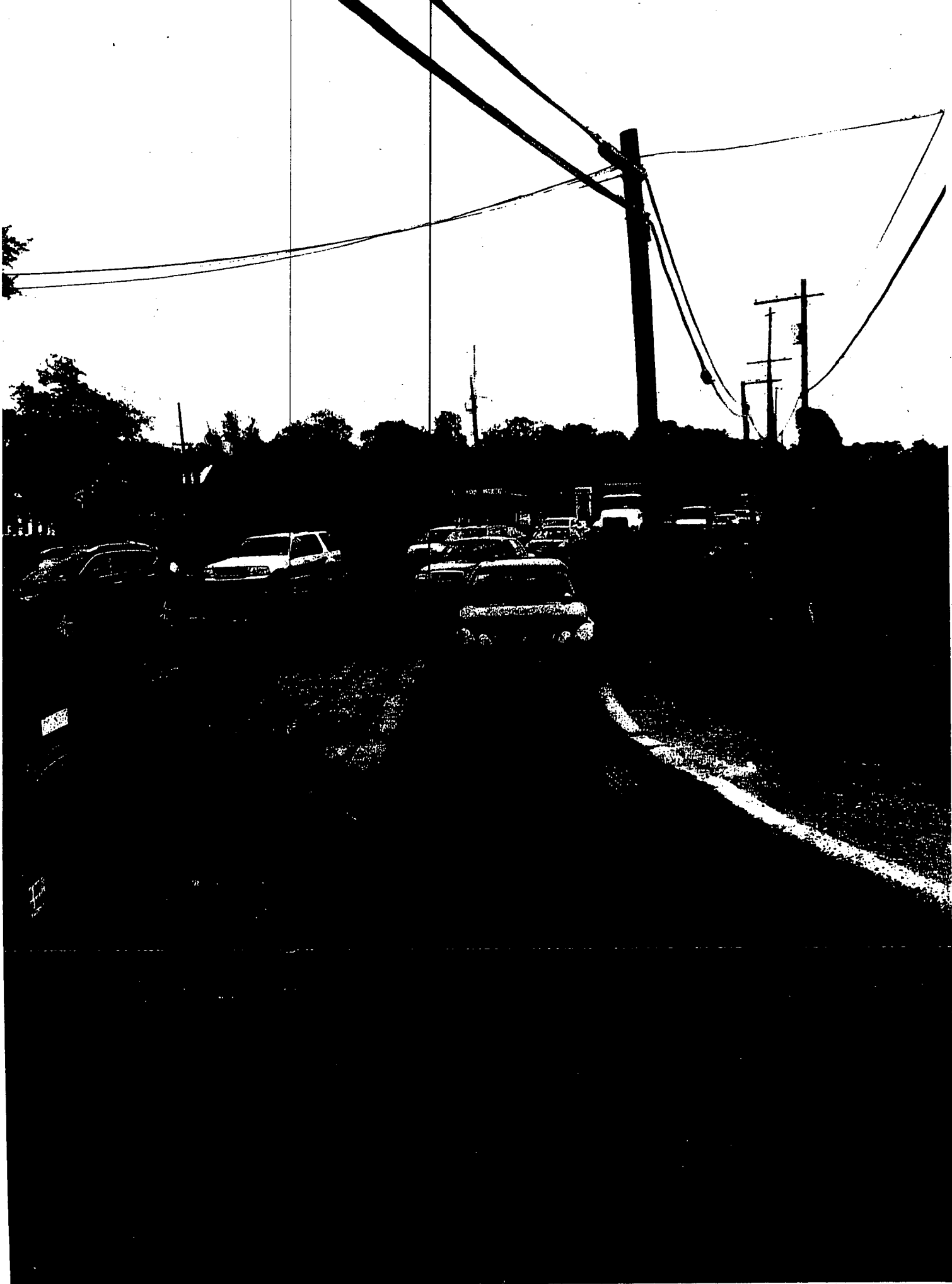
Michael A. Toth #30
Patrol Officer

201 Washington Crossing-Pennington Rd.
Titusville, NJ 08560-1410
Office: (609) 737-3100, ext. 557

Case # _____

GARD





Rock City
P/U

Peoria Ill





K EEN
TRANSPORT
651 F.M. 646

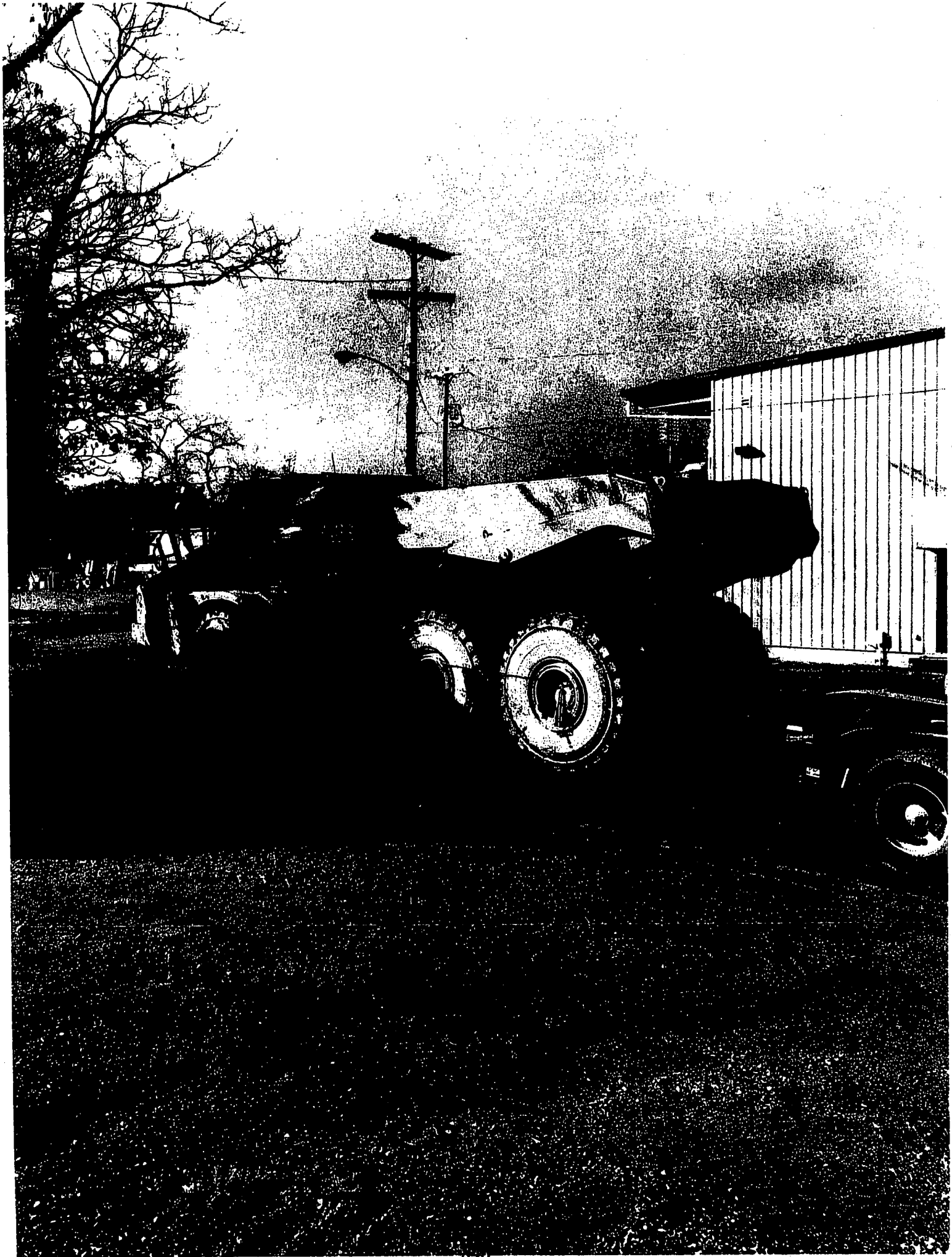


Rock City

CAT 740 B

Dump Truck







SECRET



DRVR Mark 803-417-9228

Truck #

tel # 129 tel # 52

Reference #

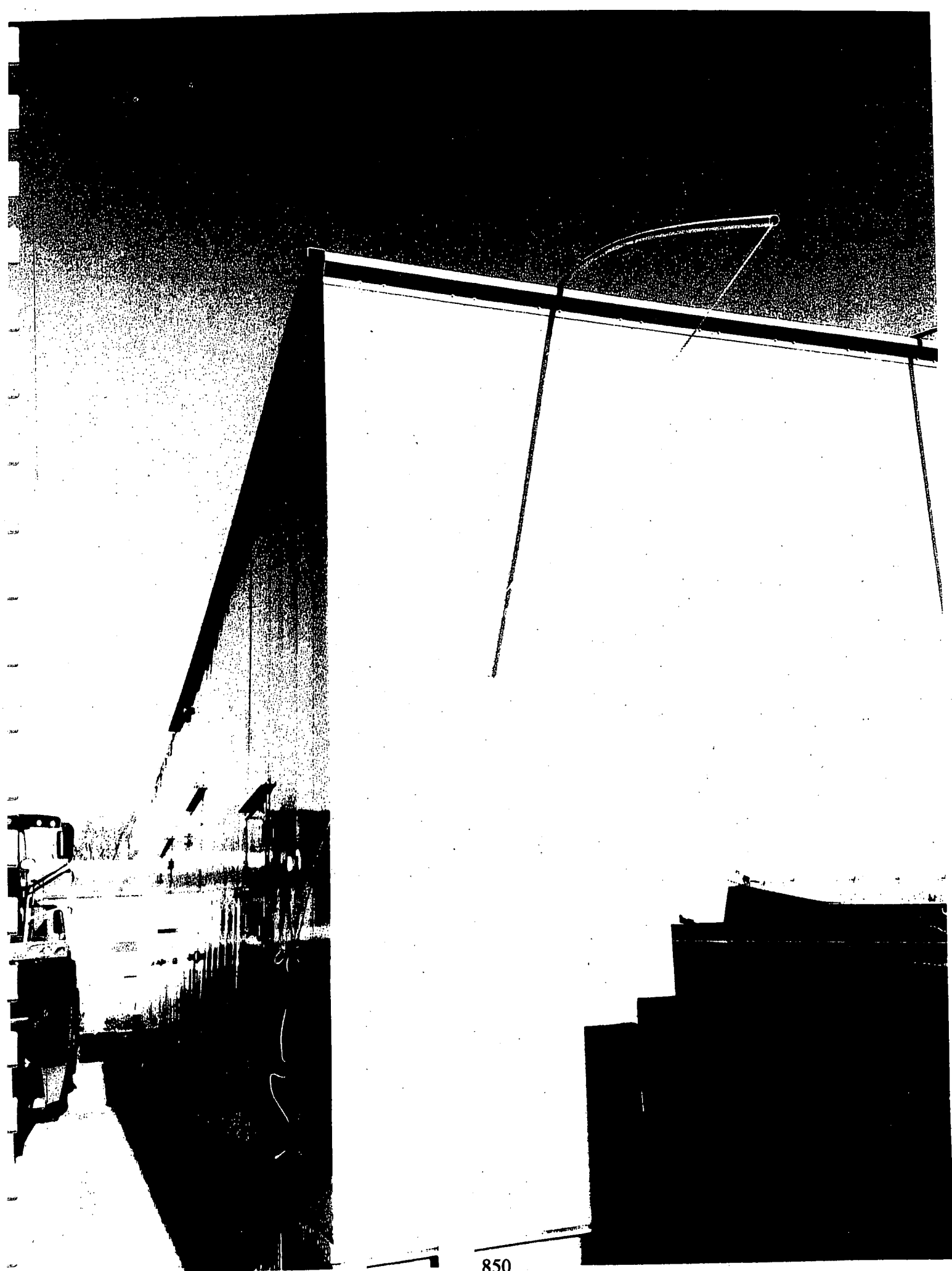
Service Tech

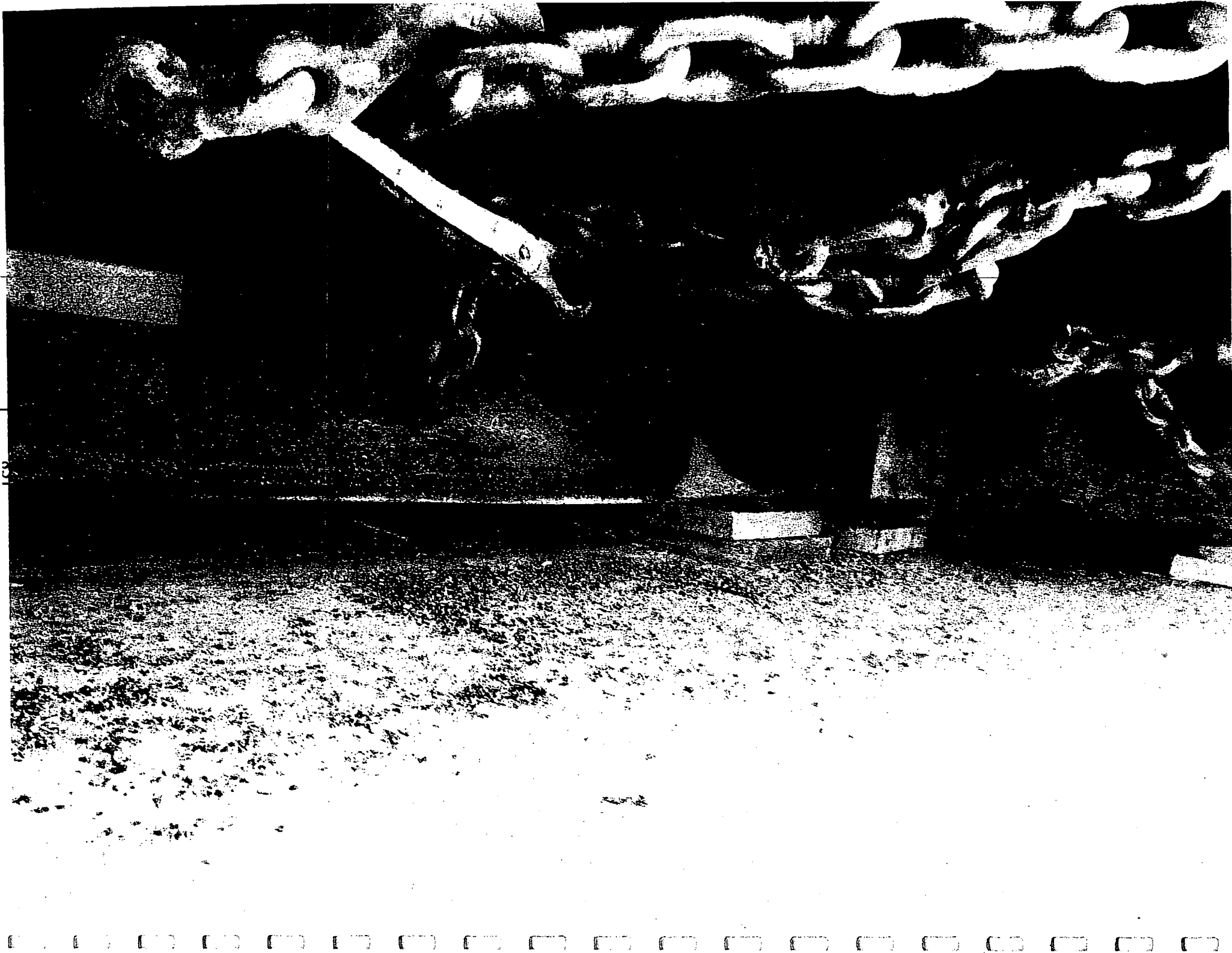
2P, JS, DT

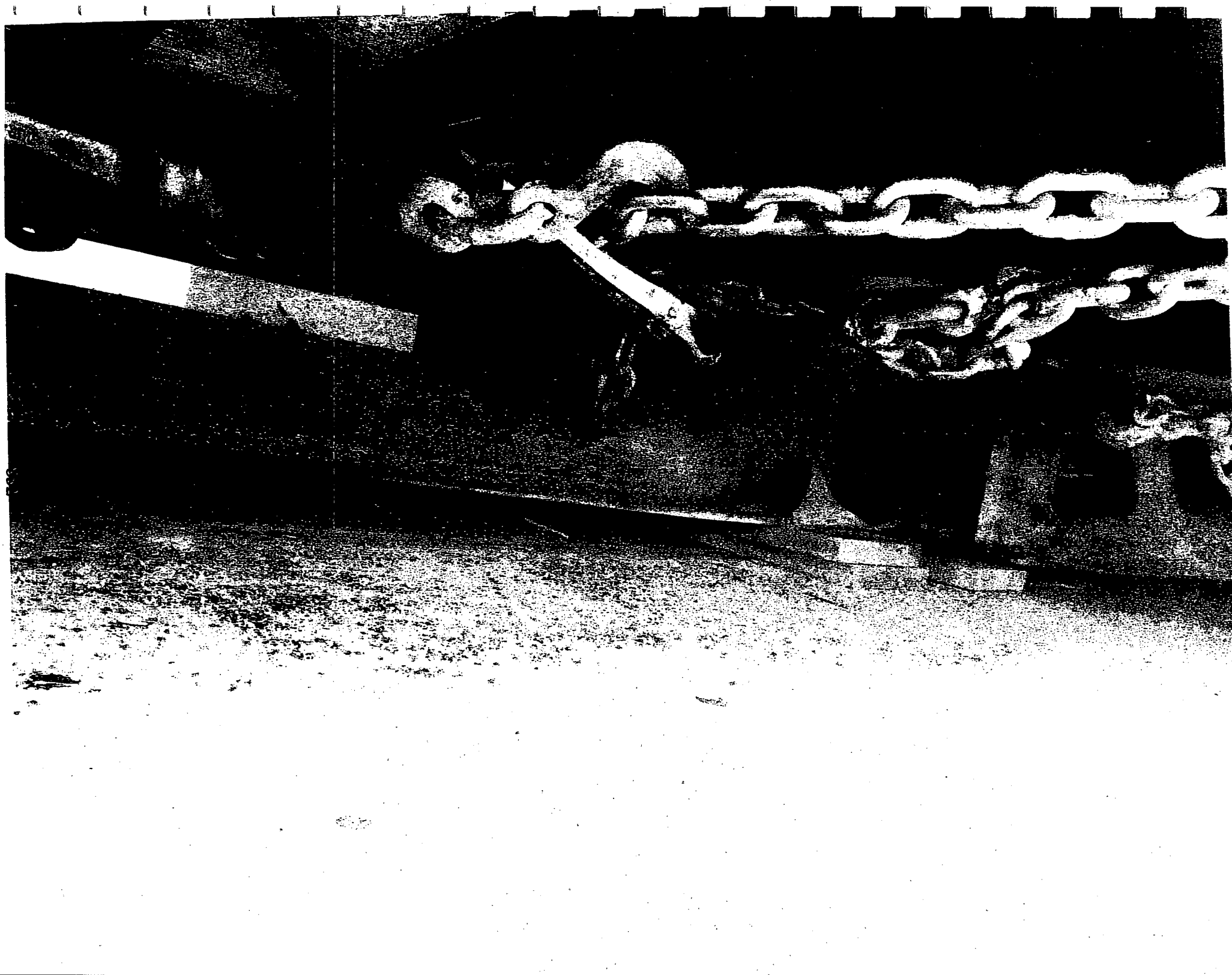
Must Retorque Lug nuts at 100 miles or less.

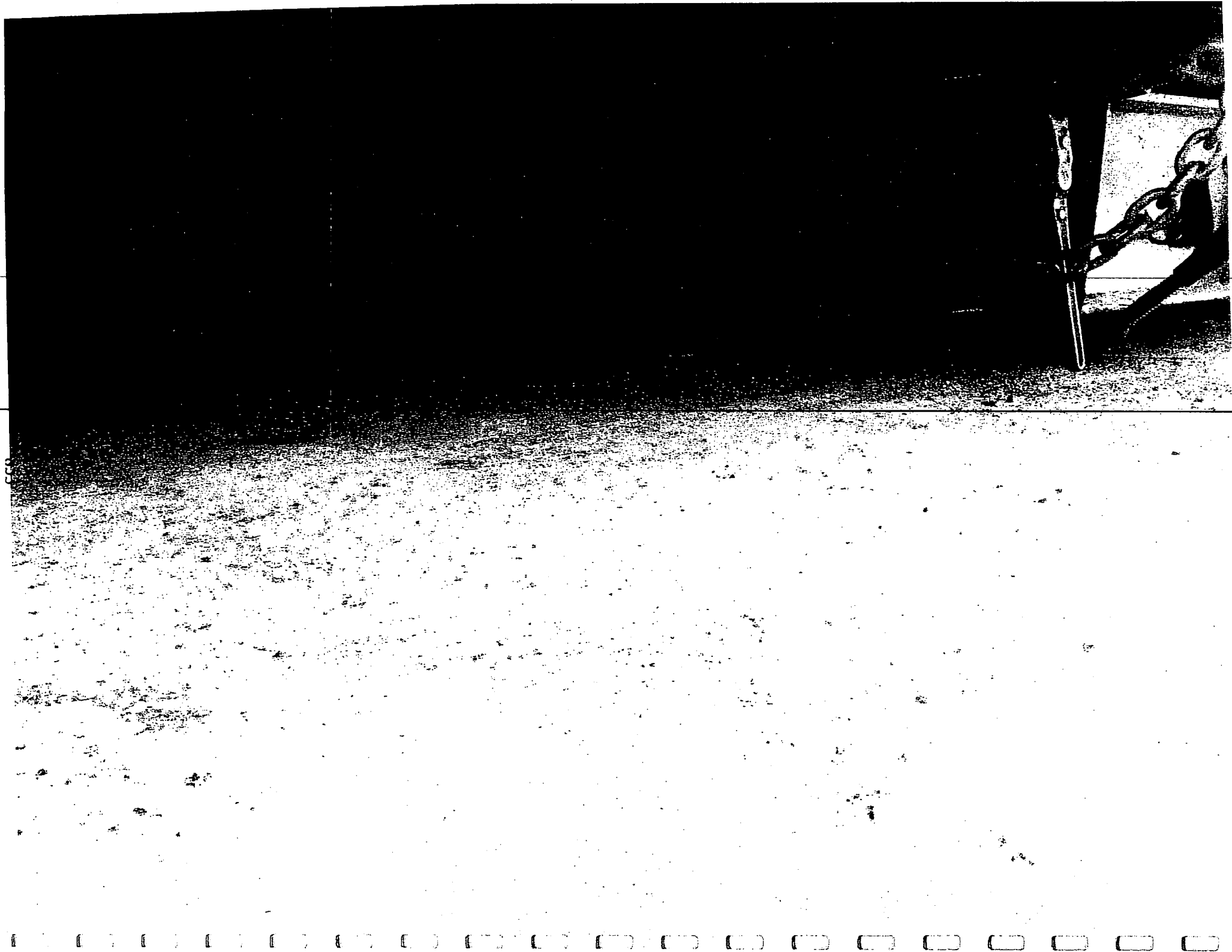
Driver Signature

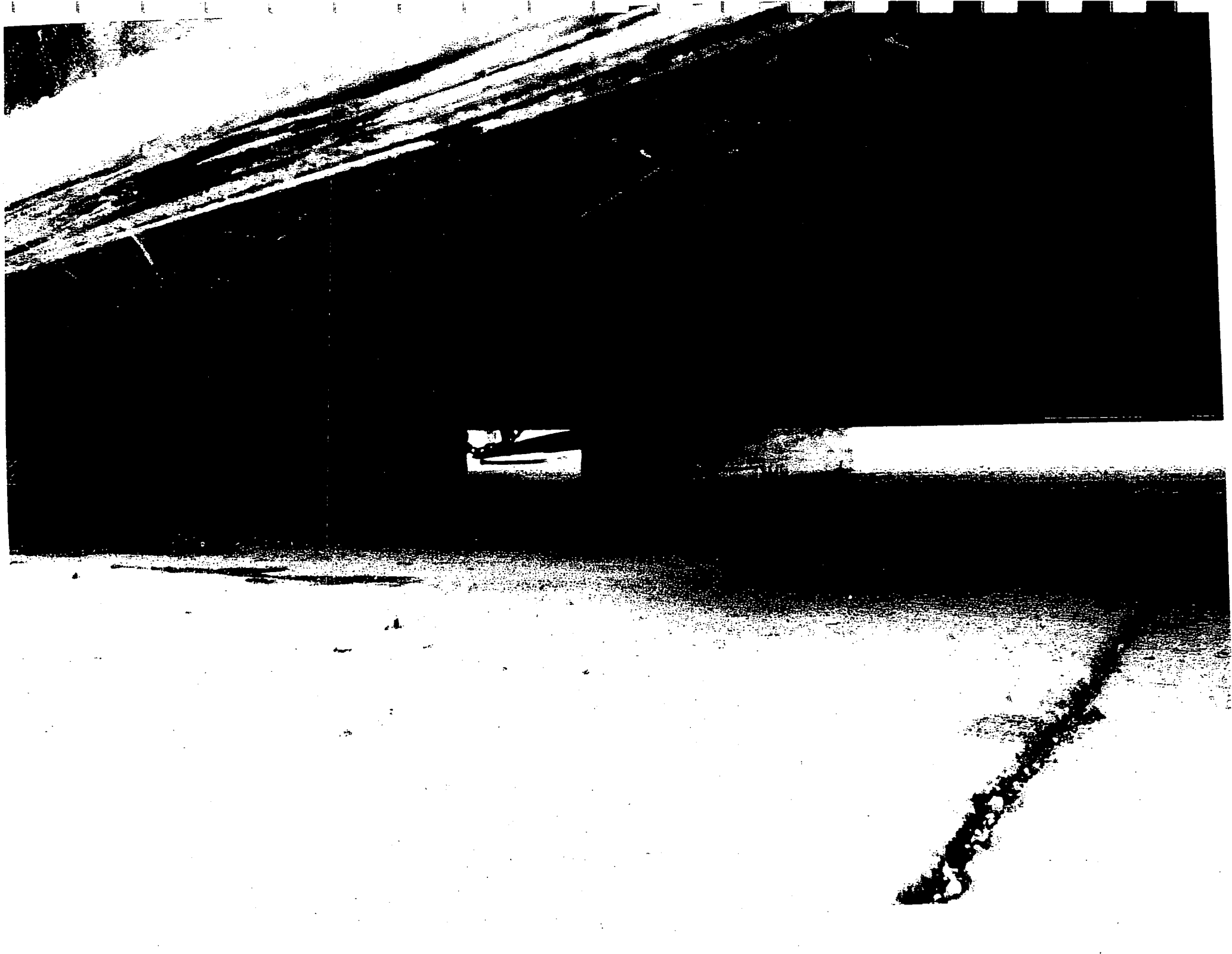


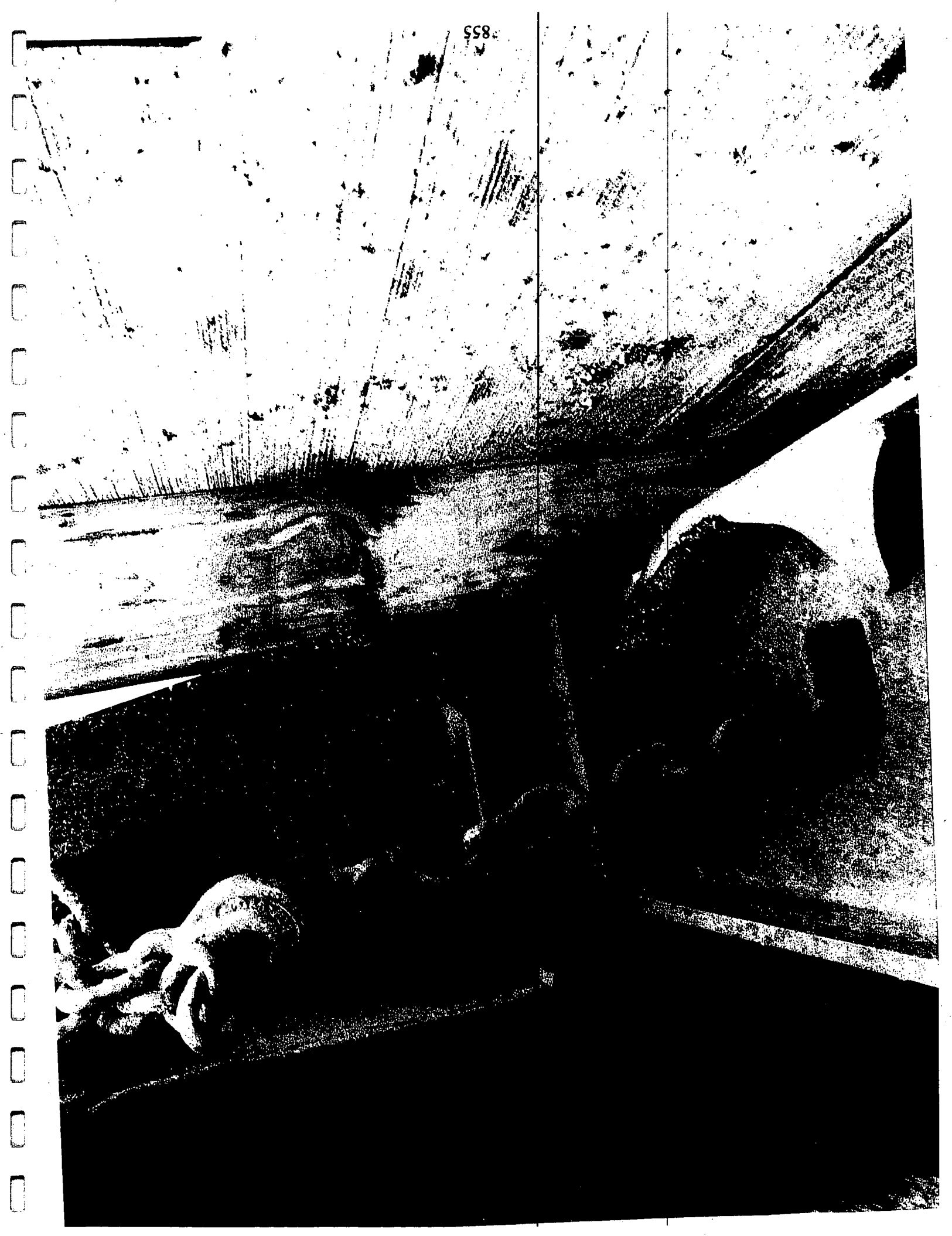




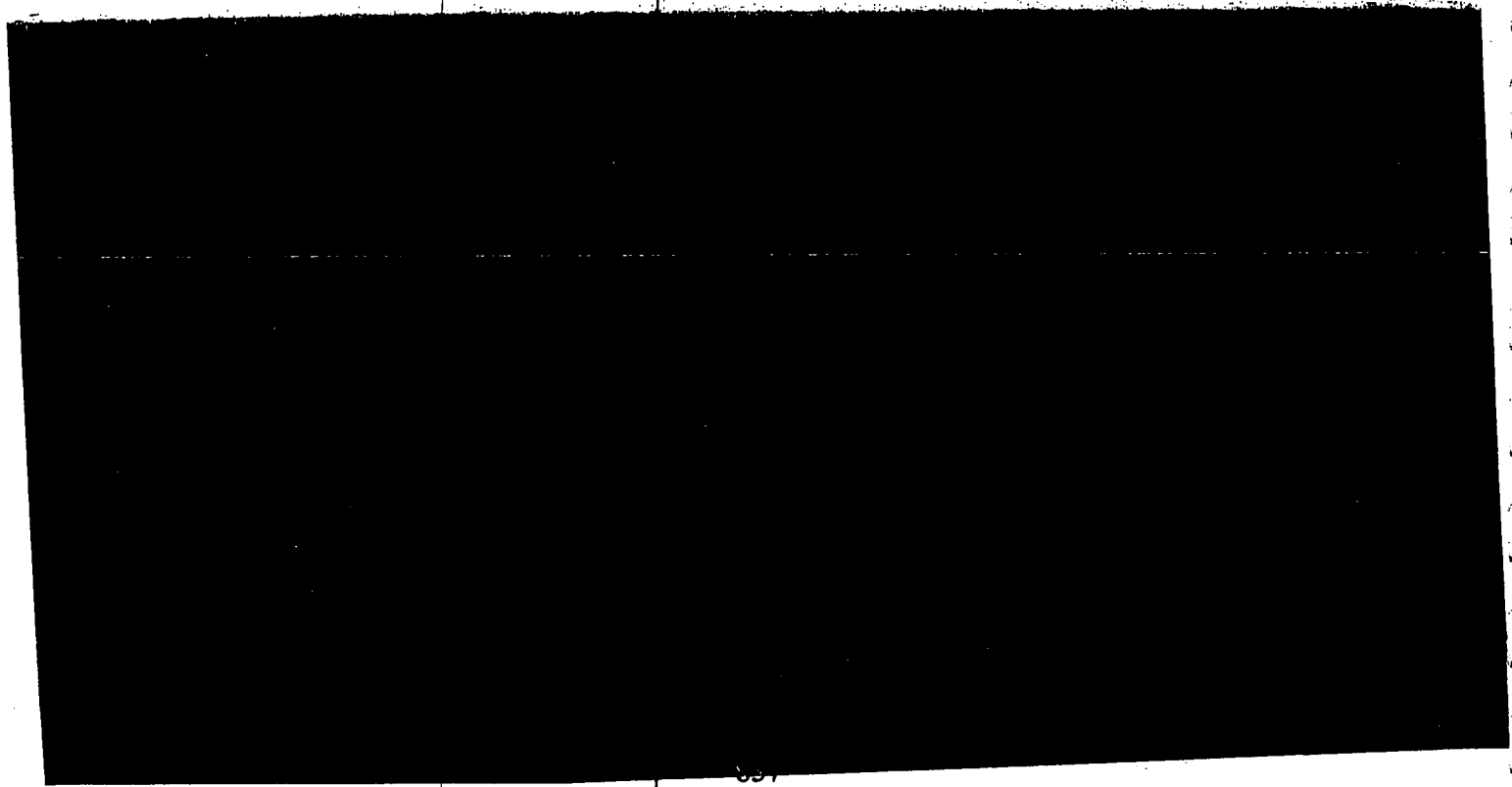
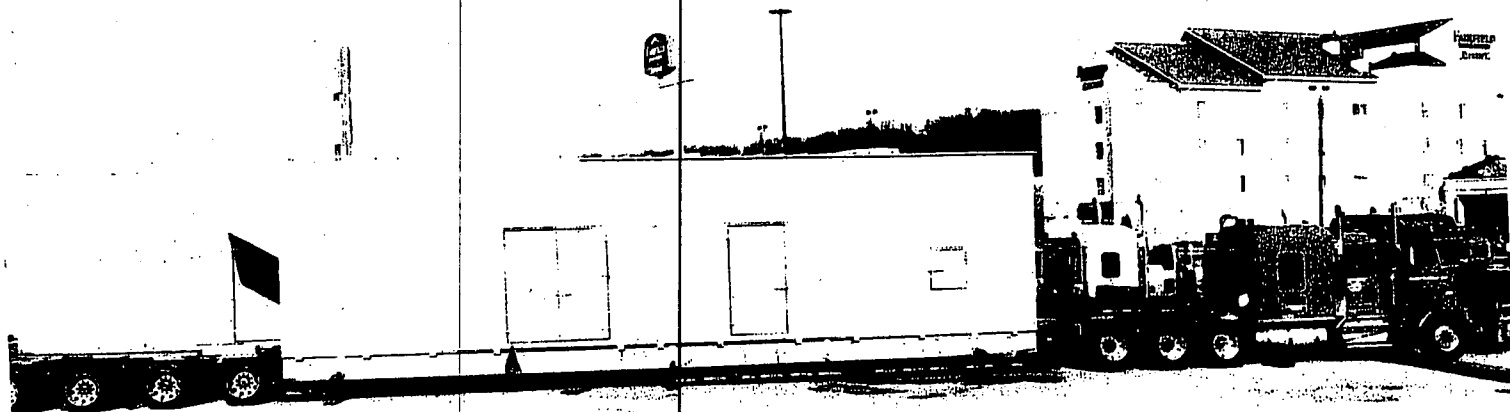












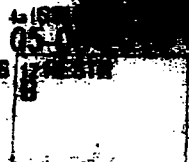
COMMERCIAL LICENSE

1. COUNTY
2. ANTHONY M
3. 318 SANDERSON AVE
CAMPBELL, OH 44005

4. LICENSE NO. 5. BIRTHDATE
RP643003 10-25-1980

6. CLASS & EXPIRES 7. ENDORS 8. RESTRI
A 10-25-2017 NT

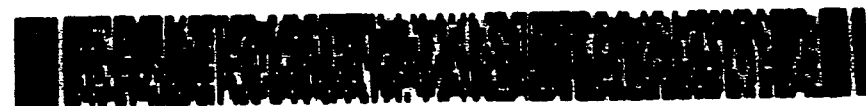
15 Sex: M 16 Ht: 5-08 17 Wt: 200
18 Eyes: BLU 19 Hair: BAL



CLASS: A Combination > 20,000 / Tow > 10,000

ENDORSEMENTS: M - Motorcycle, T - DMV pl Trailers

RESTRICTIONS: B - Corrective Lenses



INSURANCE IDENTIFICATION CARD

PA
(STATE)

COMPANY NUMBER

COMPANY



COMMERCIAL



PERSONAL

43494

POLICY NUMBER

AMERICAN HALLMARK INSURANCE CO.

EFFECTIVE DATE

EXPIRATION DATE

AHI-E4251-370525

10/1/2014

10/1/2015

YEAR MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

ANY COMMERCIAL VEHICLE

AGENCY/COMPANY ISSUING CARD

SOUTHERN STATES INSURANCE AGENCY, INC.
301 CENTRE STREET
AMELIA ISLAND, FL 32034

INSURED

AETNA FREIGHT LINES, INC.
100 INDUSTRY DRIVE
PITTSBURGH, PA 15275-1014

SEE IMPORTANT NOTICE ON REVERSE SIDE

12549699

State of Maine Vehicle Registration

F Le 100

34006 0105 0115 / 12549699 44006 20.00

Effective Date is Validation Date But Not Prior To:

02/01/2015

MILEAGE

Expires: 02/20/2016

TL

B340176

Class

Registration Number

Emissions Shown _____ Evidence of Insurance Shown _____

VIN	YEAR	MAKE	MODEL	COLOR	STYLE	TIRES	AXLES	NET WEIGHT	REGISTERED WEIGHT	FUEL
1M9A32X2071012328	2007	NELS	TL	SI	SE	8	2			

REGISTRANT(s)

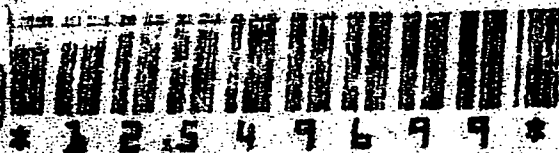
DOB(s)/VID#

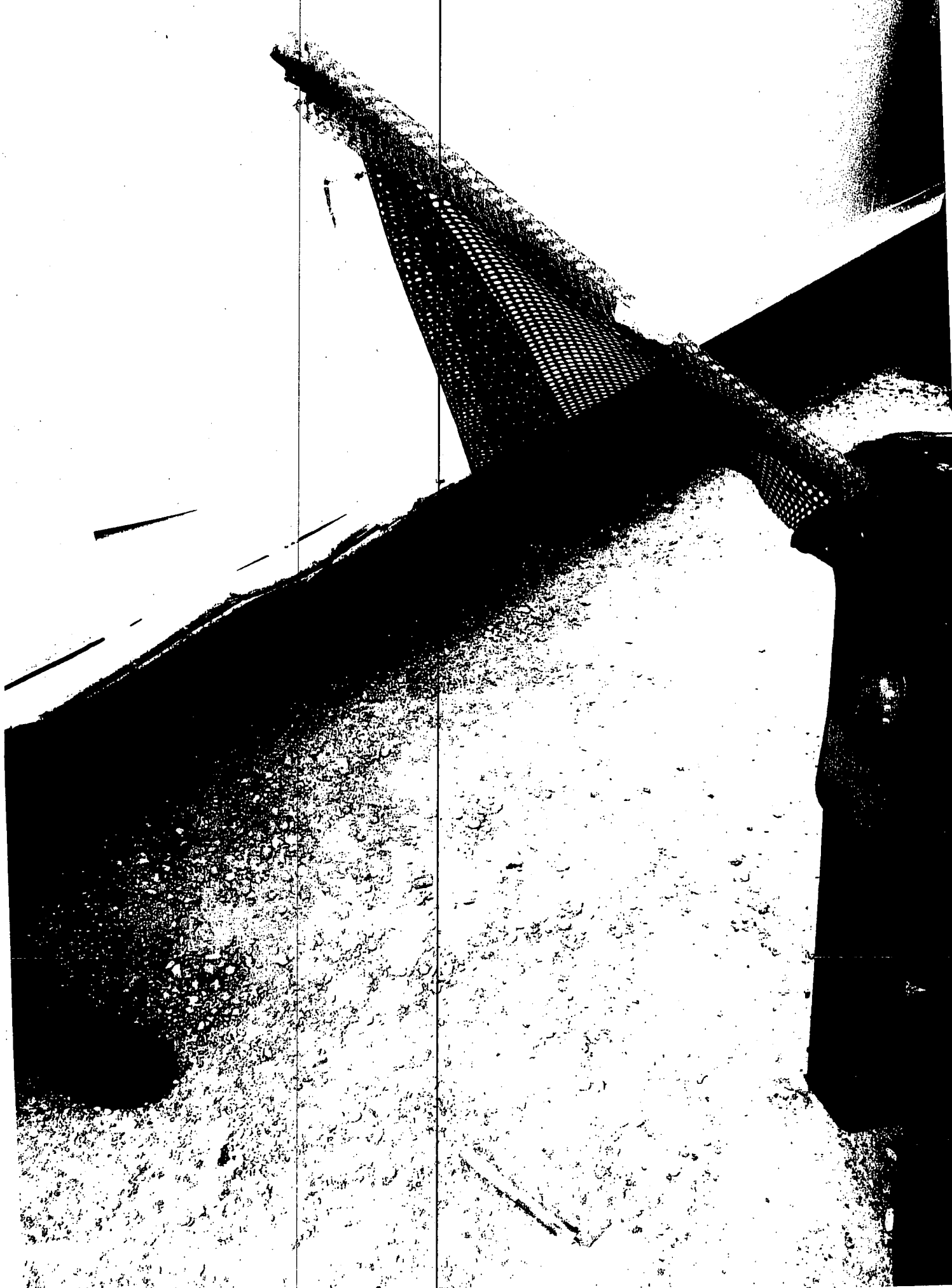
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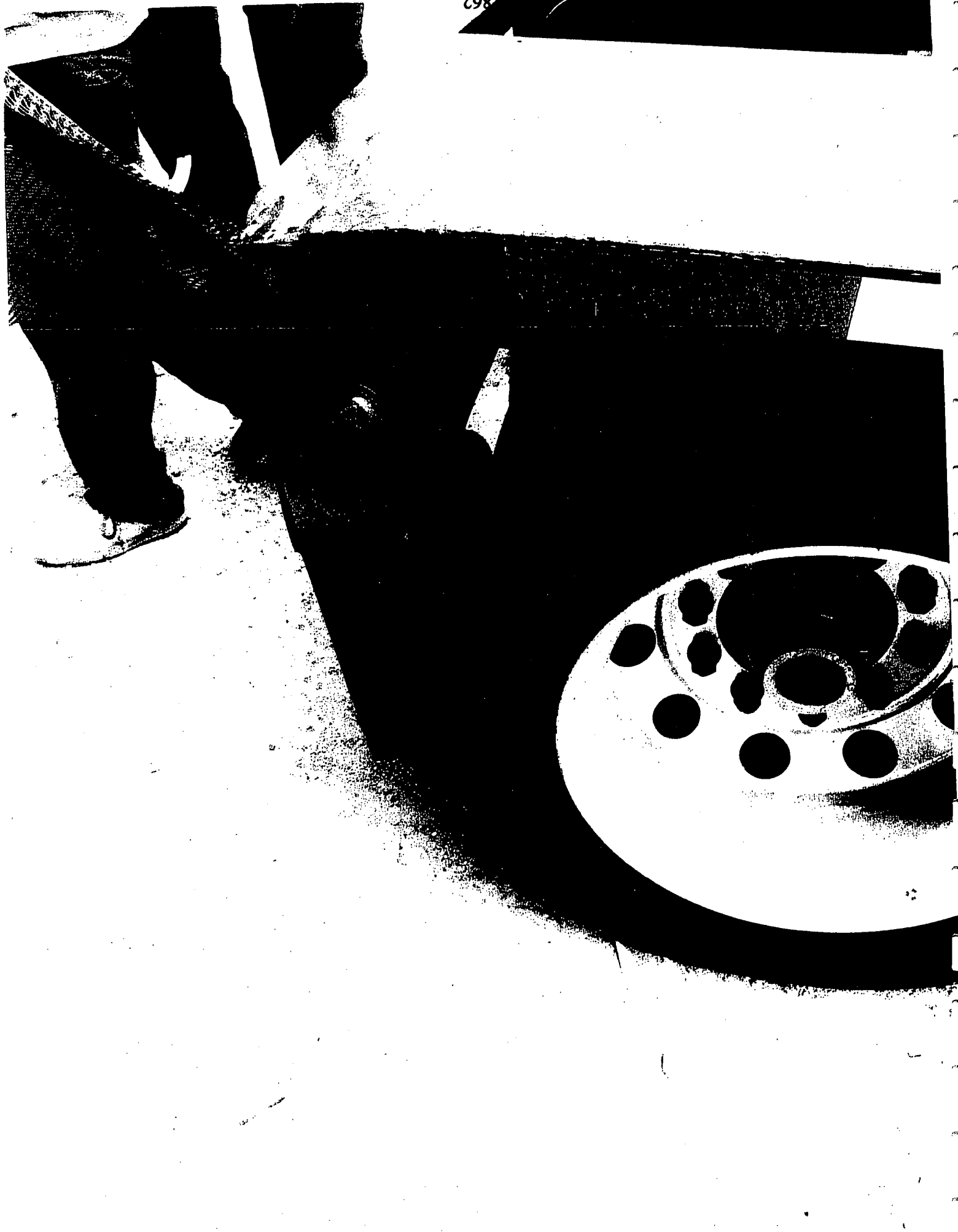
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LESSOR	UNIT #	DOT #	Mil. Rate	Rate	
	TLB-147		0.0000		
MAILING ADDRESS			Agent Fee	Credit	
259 GOOSE HILL ROAD					
JEFFERSON		NE 04348	Local Ex Tax	Fees	20.00
LEGAL RESIDENCE		LEGAL RESIDENCE CODE	Credit	S.T.	
		44006	Subtotal	Title	
STAAB AGENCY		NE 44006	Trans. Chg.	CTA#	
		01052015	Balance	User ID	NPI
Sticker Number (M)			Credit No.		
(M) 165 07642989		PT	ExTx Date	01/05/2015	

The motor vehicle excise tax is a local tax. Funds raised through the collection of the excise tax remain in your community.

www.sosonline.org

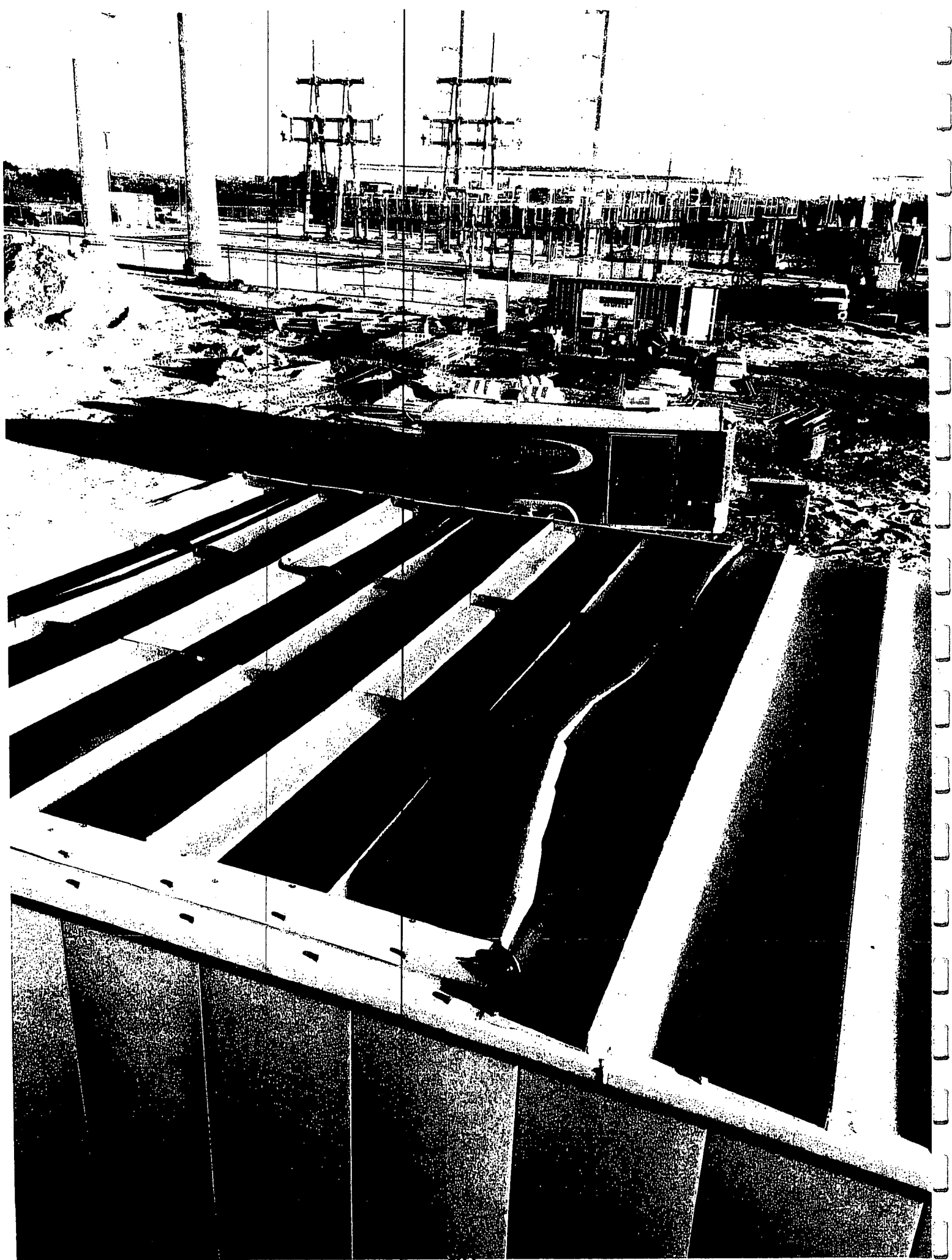
MVR-3 Rev. 01/01/11
TAX OFFICE

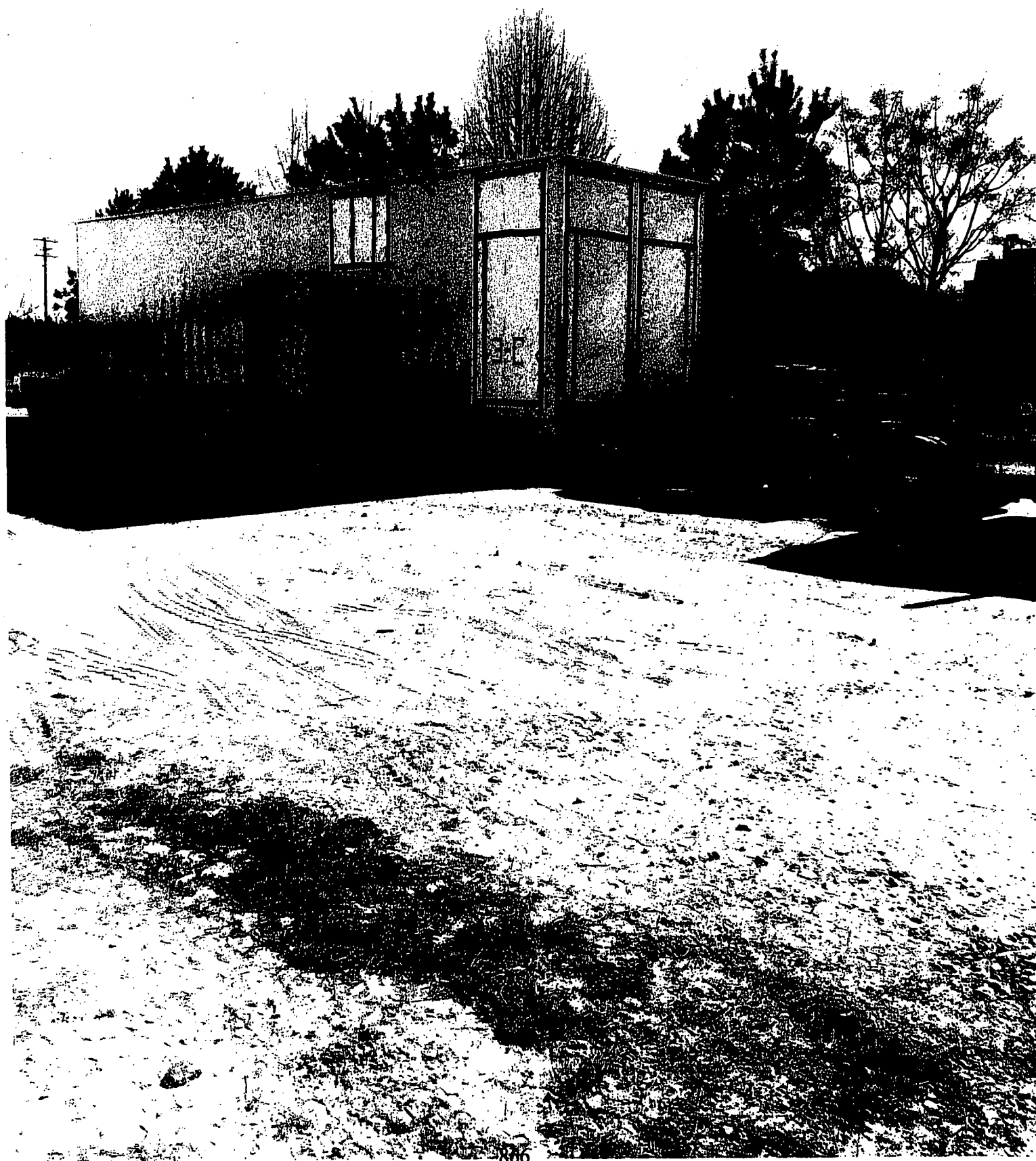


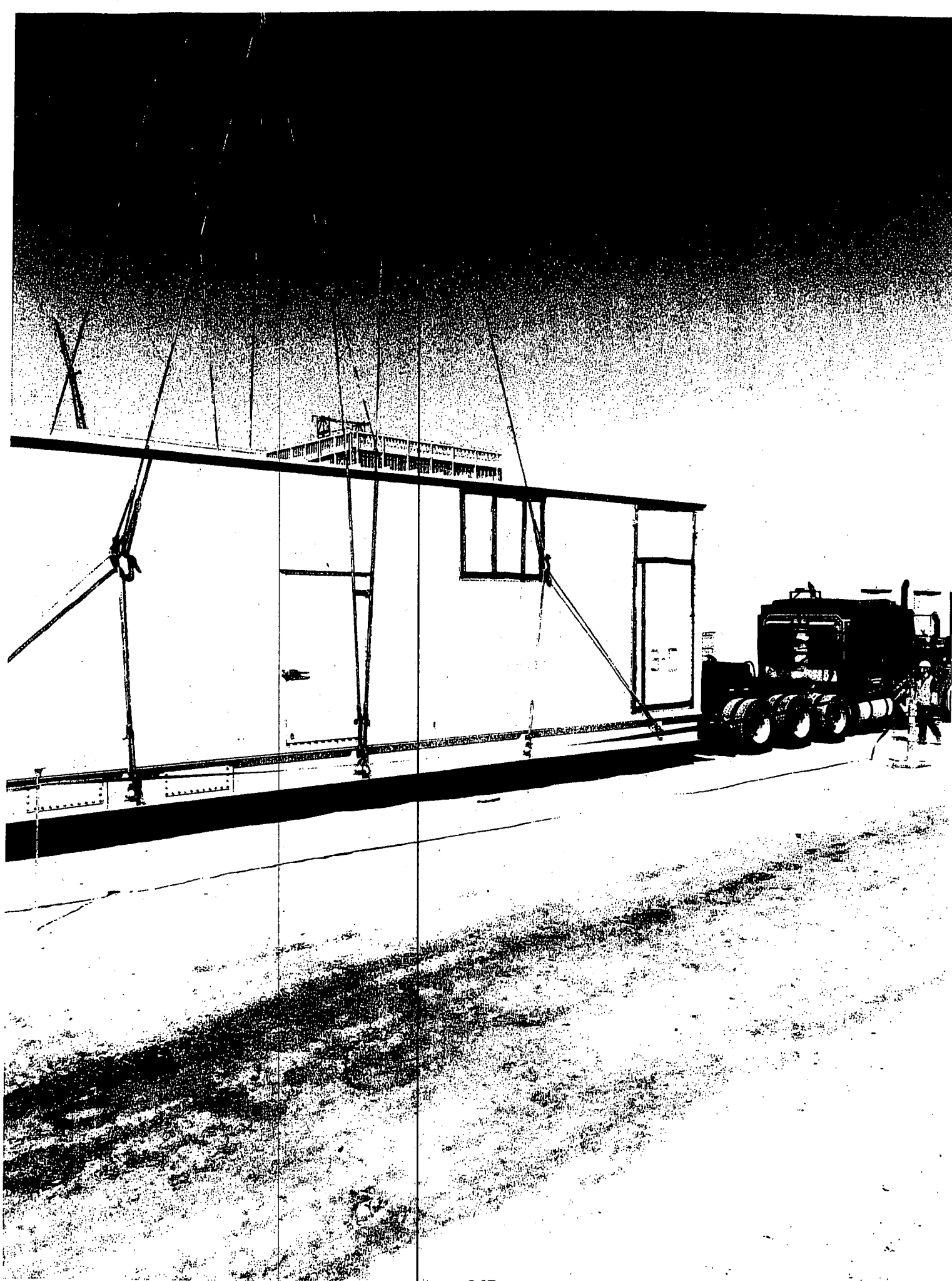


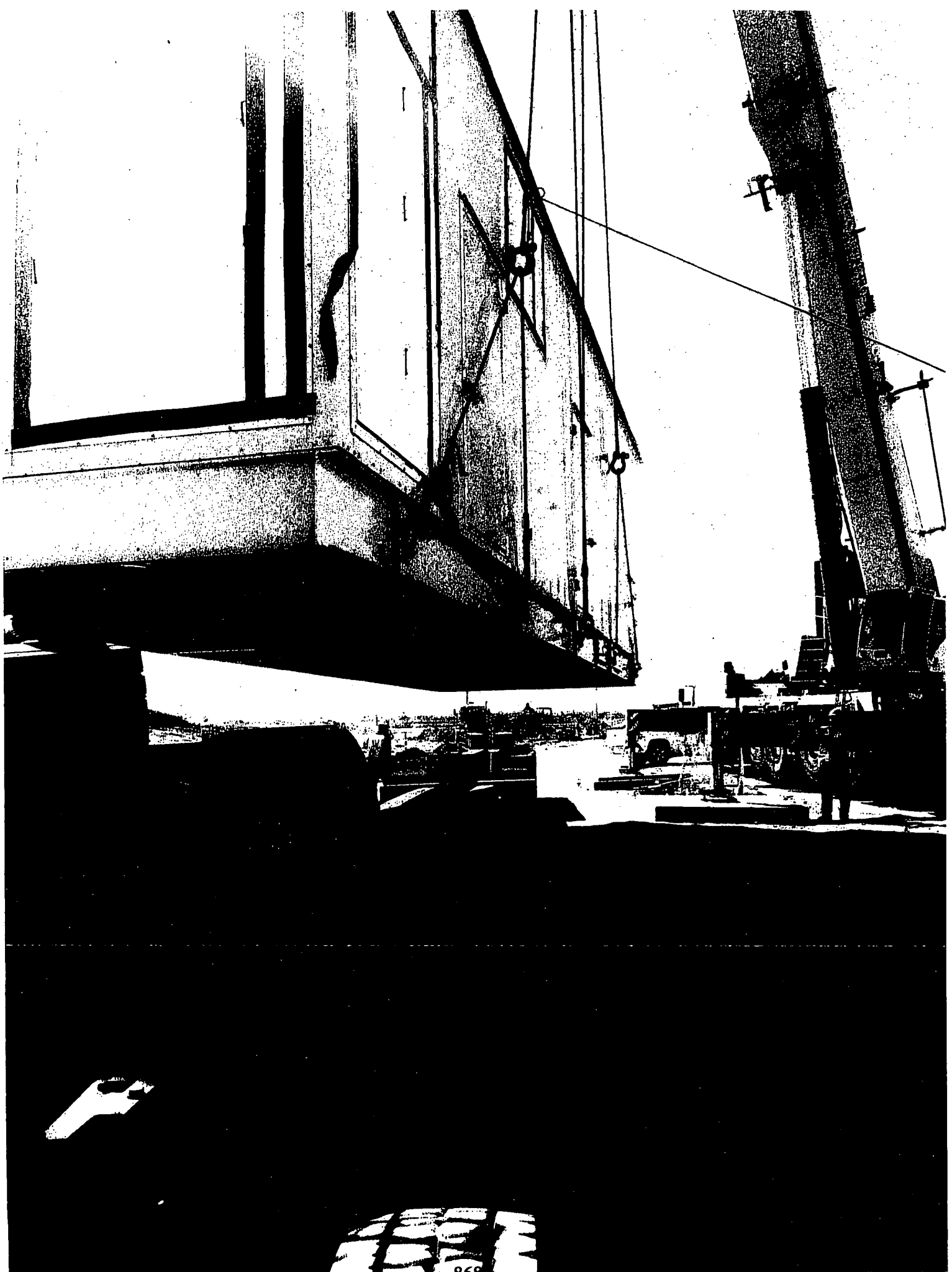
Tri State
Towing Solutions

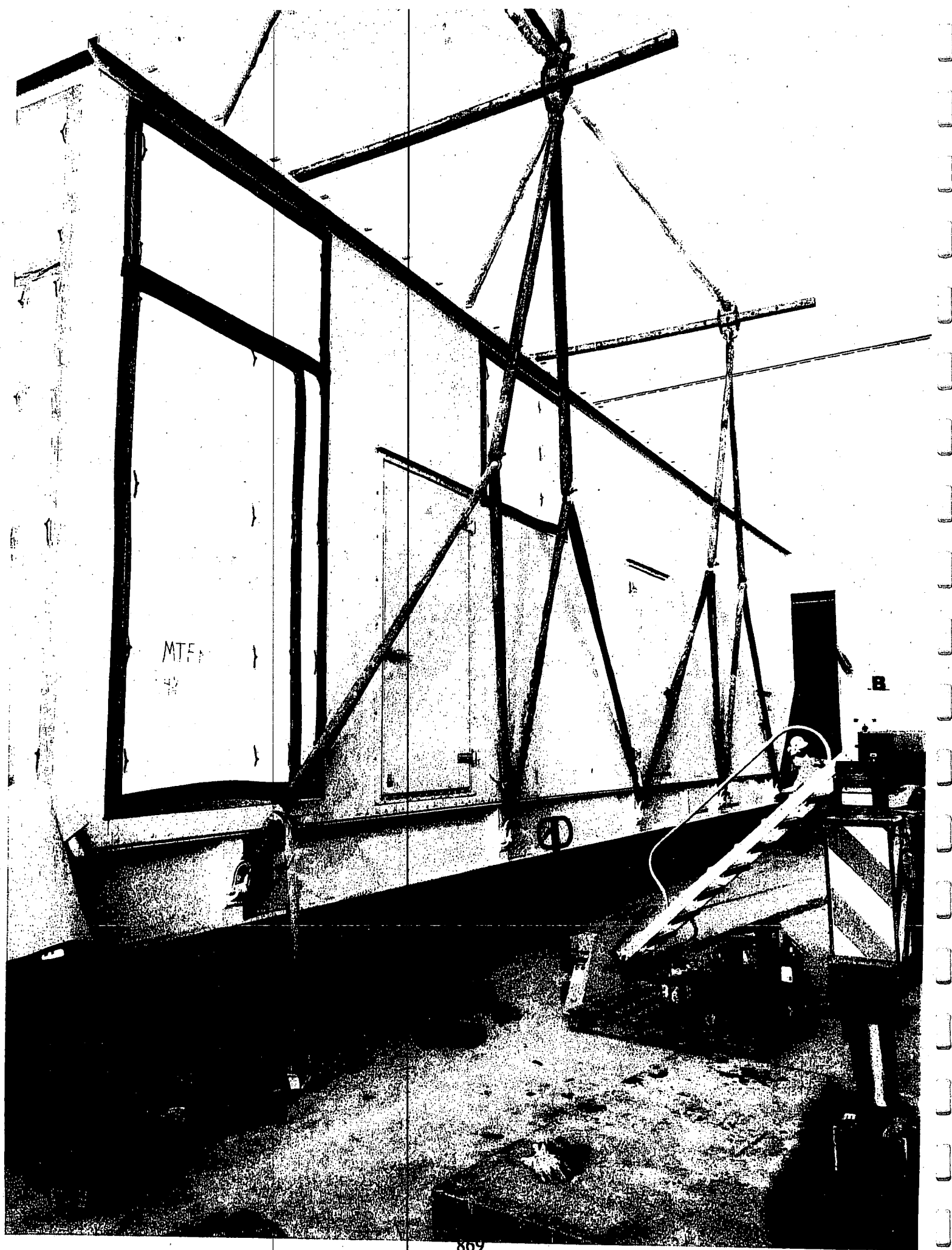
Owned by
Robert Dineen













Rate and Load Confirmation

Rock City Heavy Haul INC
154 N Anderson rd
Rock Hill, SC 29730
Tel: 803-324-4125 Fax:

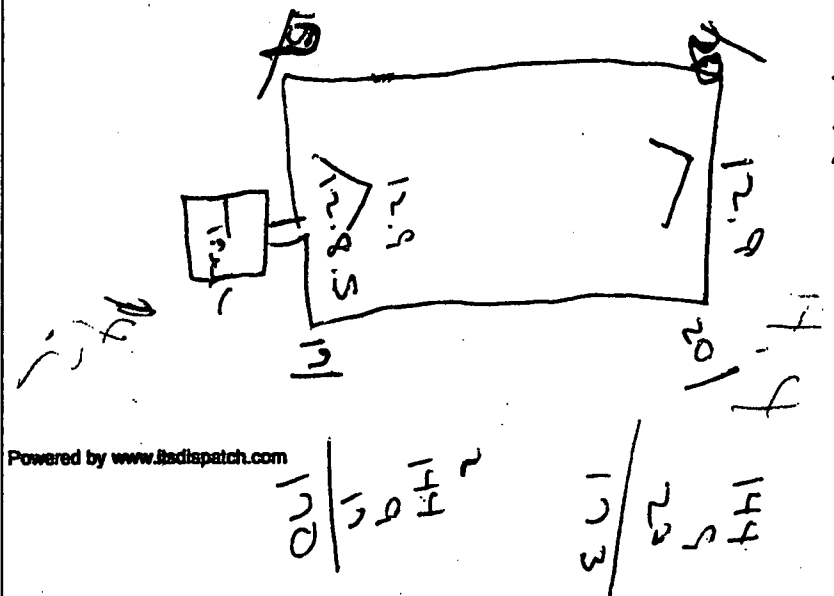
LOAD #	202411
Page	1 of 1
Today's Date	08/12/2016
Ship Date	08/17/2016
Dispatcher	Brandy
Email	brandy@rockcityheavyhaul.com
Telephone	803-324-4125 x4159
Fax	

Driver	Telephone #	Email	Equipment	Truck #	Trailer #	Load Status
			Double Drop			Open

Shipper 1			
VFP INC	Ship/Date:	08/17/2016	P/O #:
402 INDUSTRIAL PARK ROAD	Time:	12:00 AM	
Duffield, VA, 24244	Type:	TL	Description: building pieces 40.6 L x 14 W X 11.6 H
Tel: 276-431-4000	Quantity:	1	
	Weight:	115000	Major Intersection:
	Ship/Hrs:		
Appt: No	Shipping Notes: ... DAVID BRAMMER 940-977-0500		

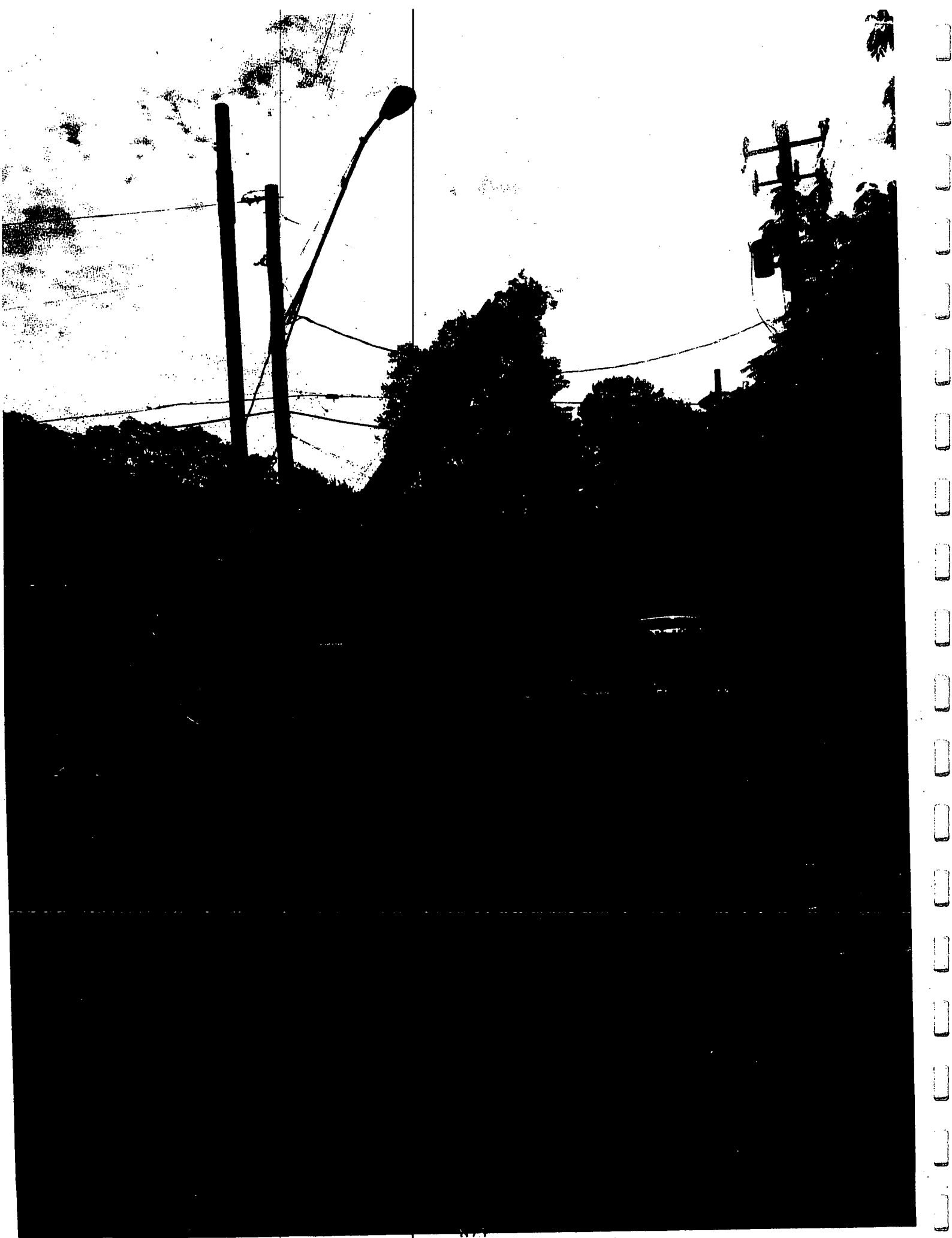
Consignee 1			
BIRMINGHAM CONTROL	Del/Date:	08/19/2016	P/O #:
1205 8TH STREET WEST	Time:	12:00 AM	
Birmingham, AL, 35204	Type:	TL	Description: building pieces 40.6 L x 44 W X 11.6 H
Tel: 205-252-2504 Ext: 16	Quantity:	1	
	Weight:	115000	Major Intersection:
	Rec/Hrs:		
Appt: No	Consignee Notes: ... 205-903-3978		

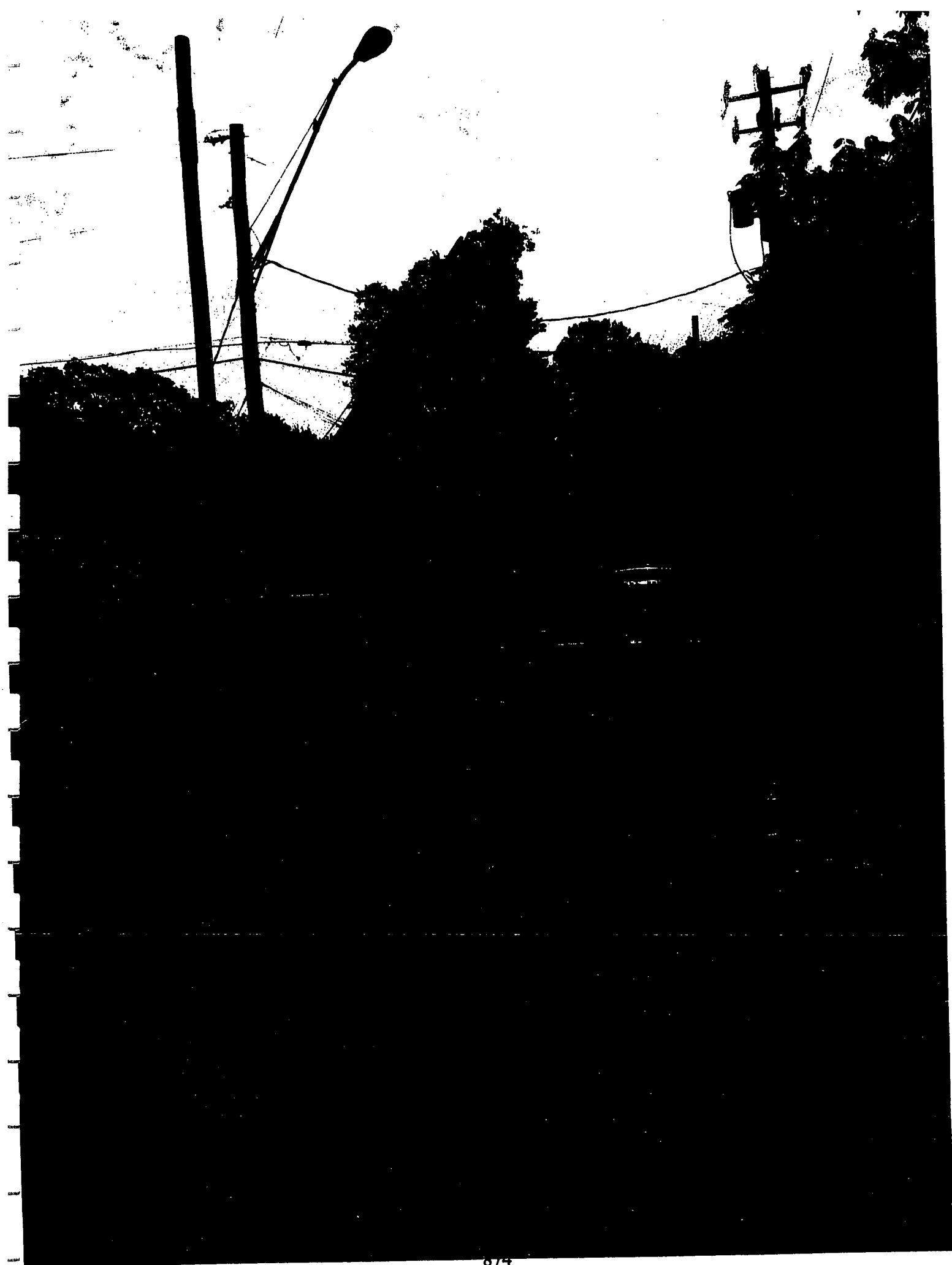
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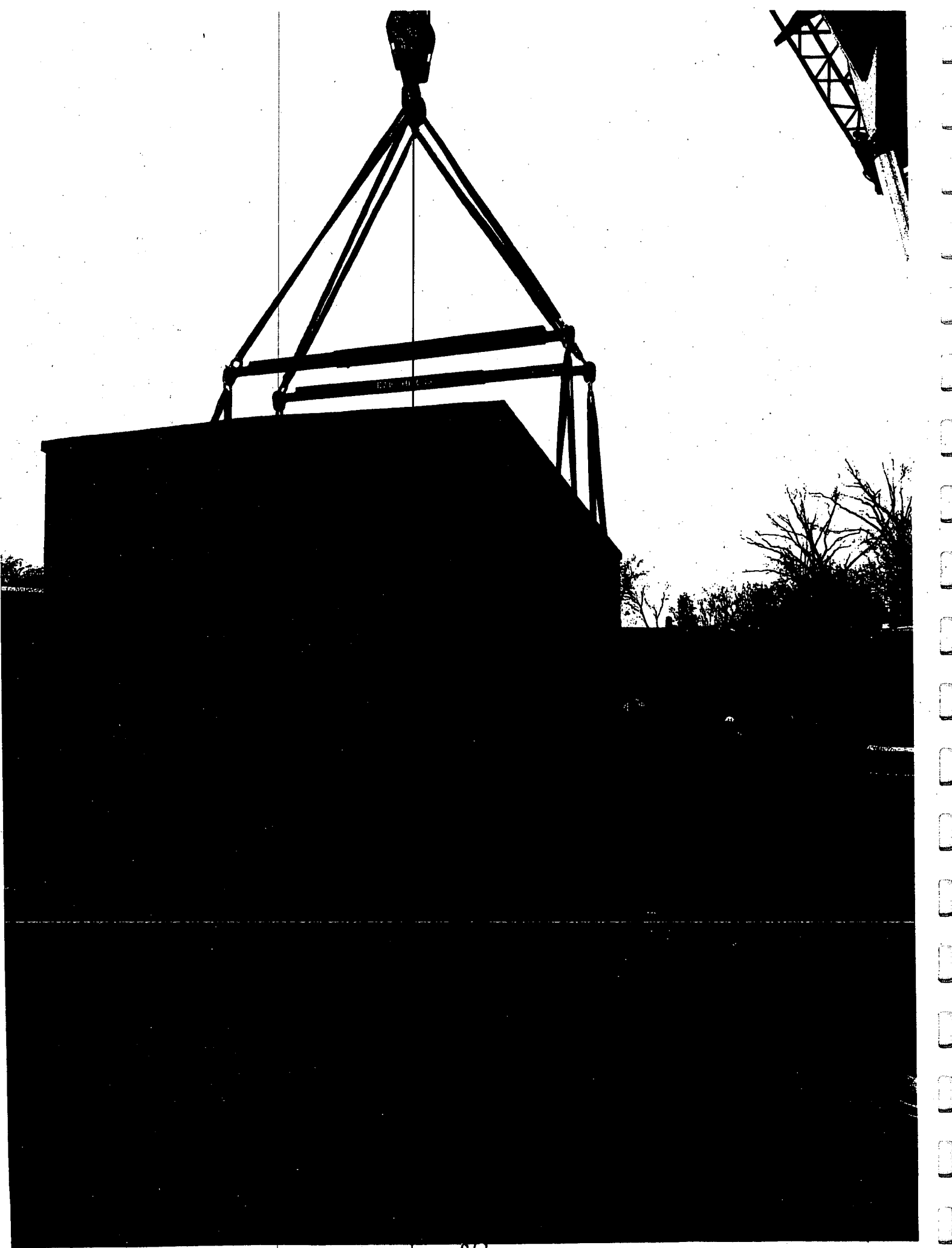


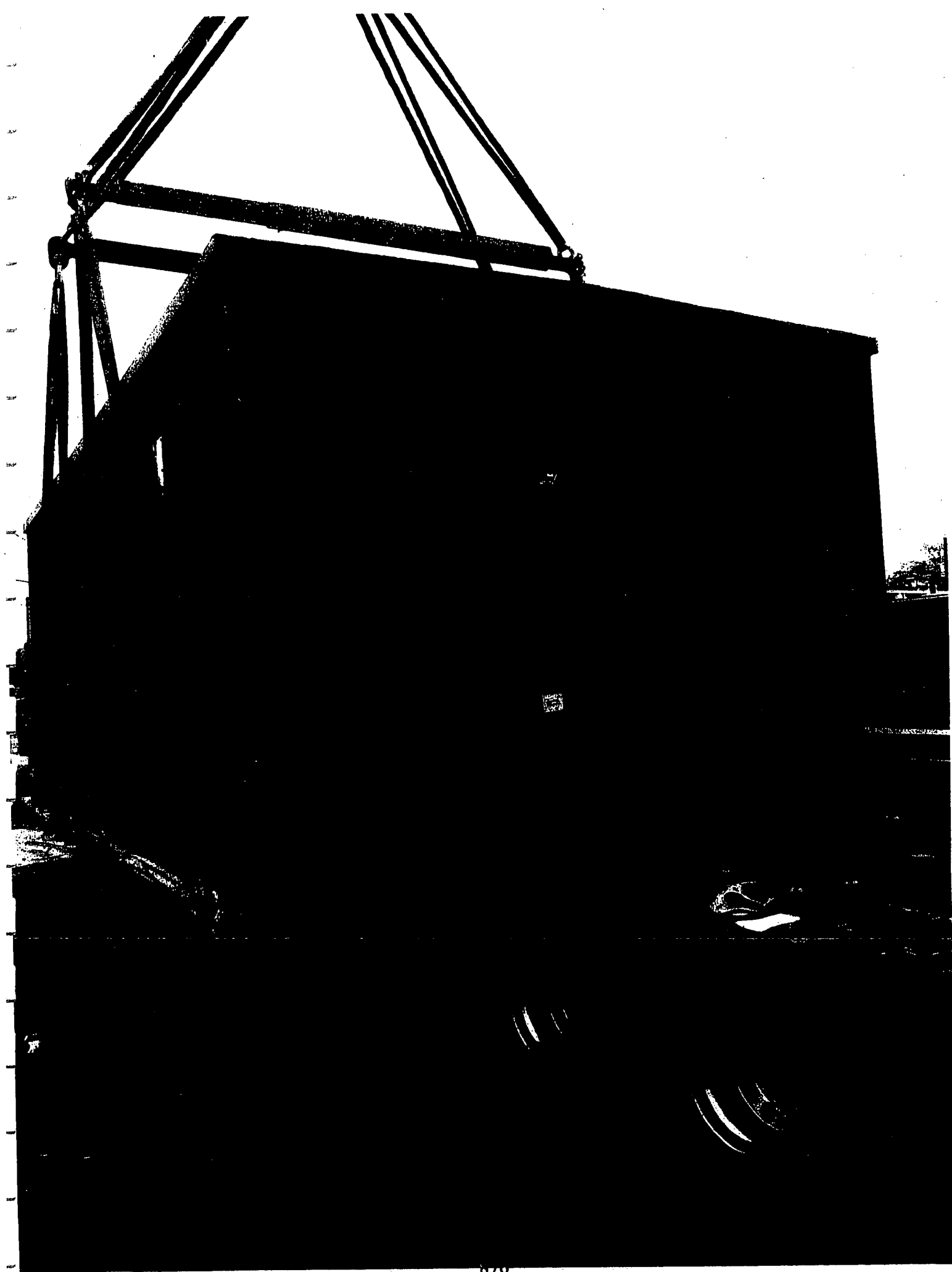
Powered by www.8adispach.com

Rock City
P/O
B-Ham

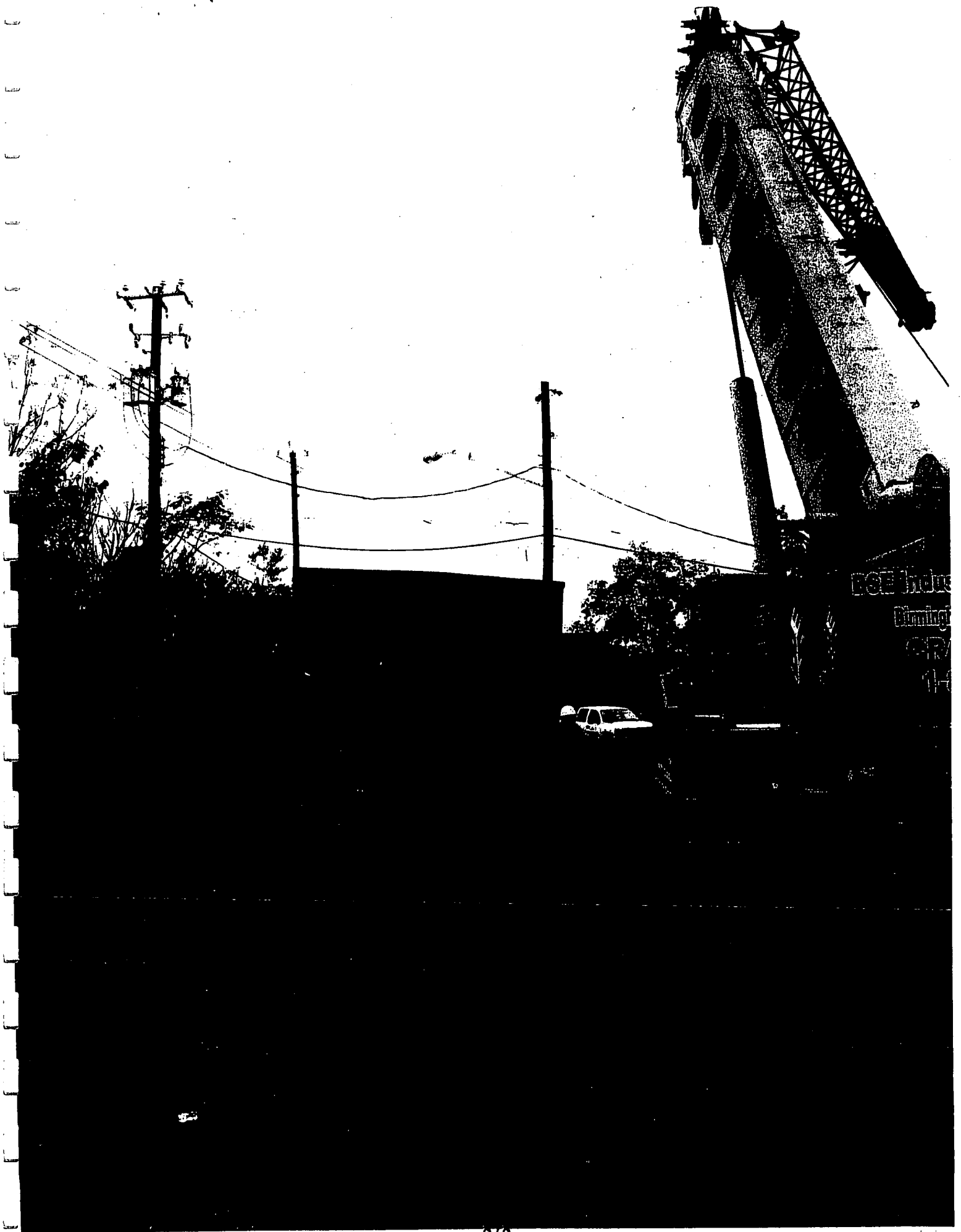












Miller
INDUSTRIES

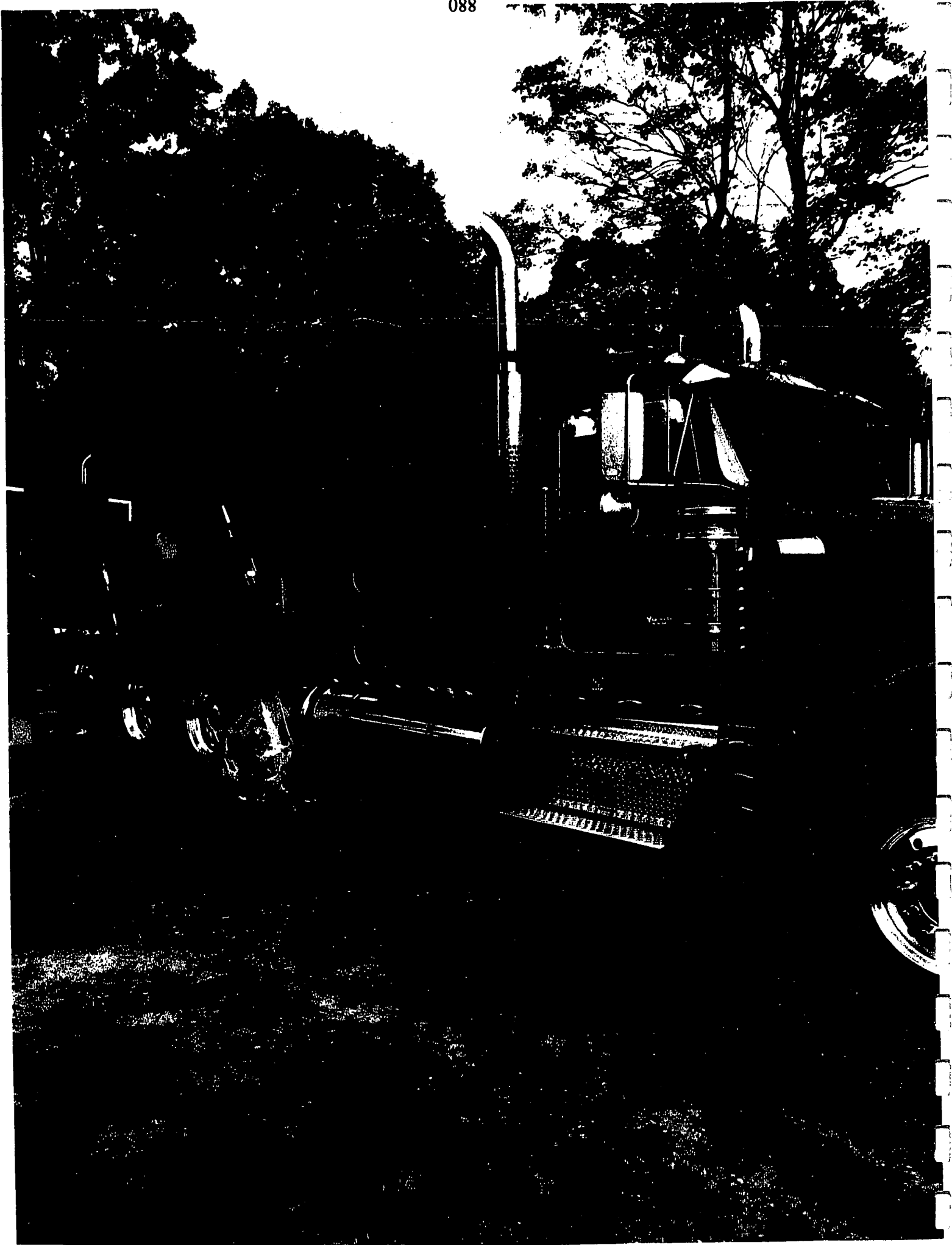
SERIAL NUMBER	DTU-0750-J16
LIFT EXTENDED	16,000 LBS.
LIFT RETRACTED	35,000 LBS.
TOW RATING	80,000 LBS.

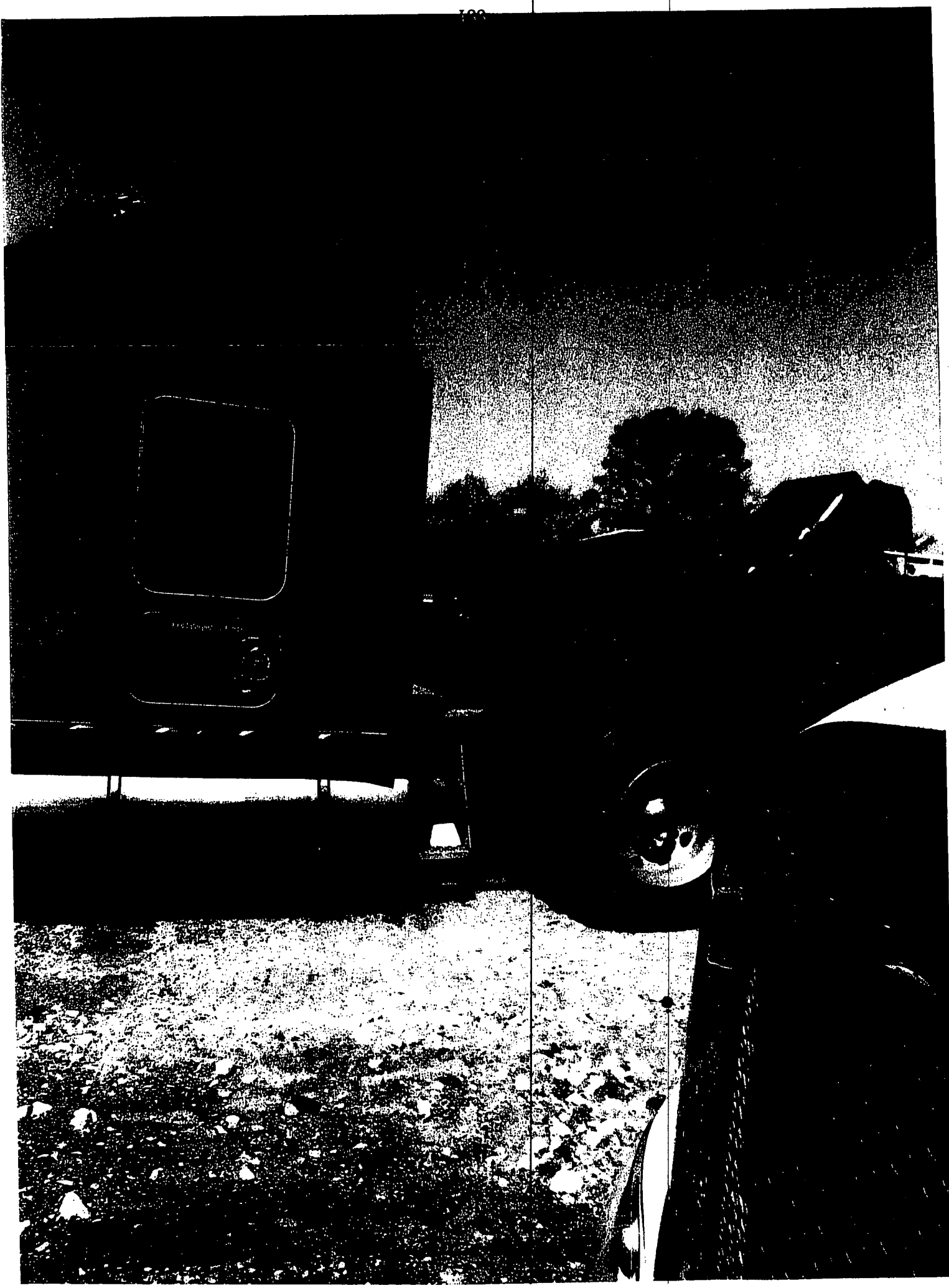
Always use proper tie-down technique and secure load before towing. See operator's manual for details.

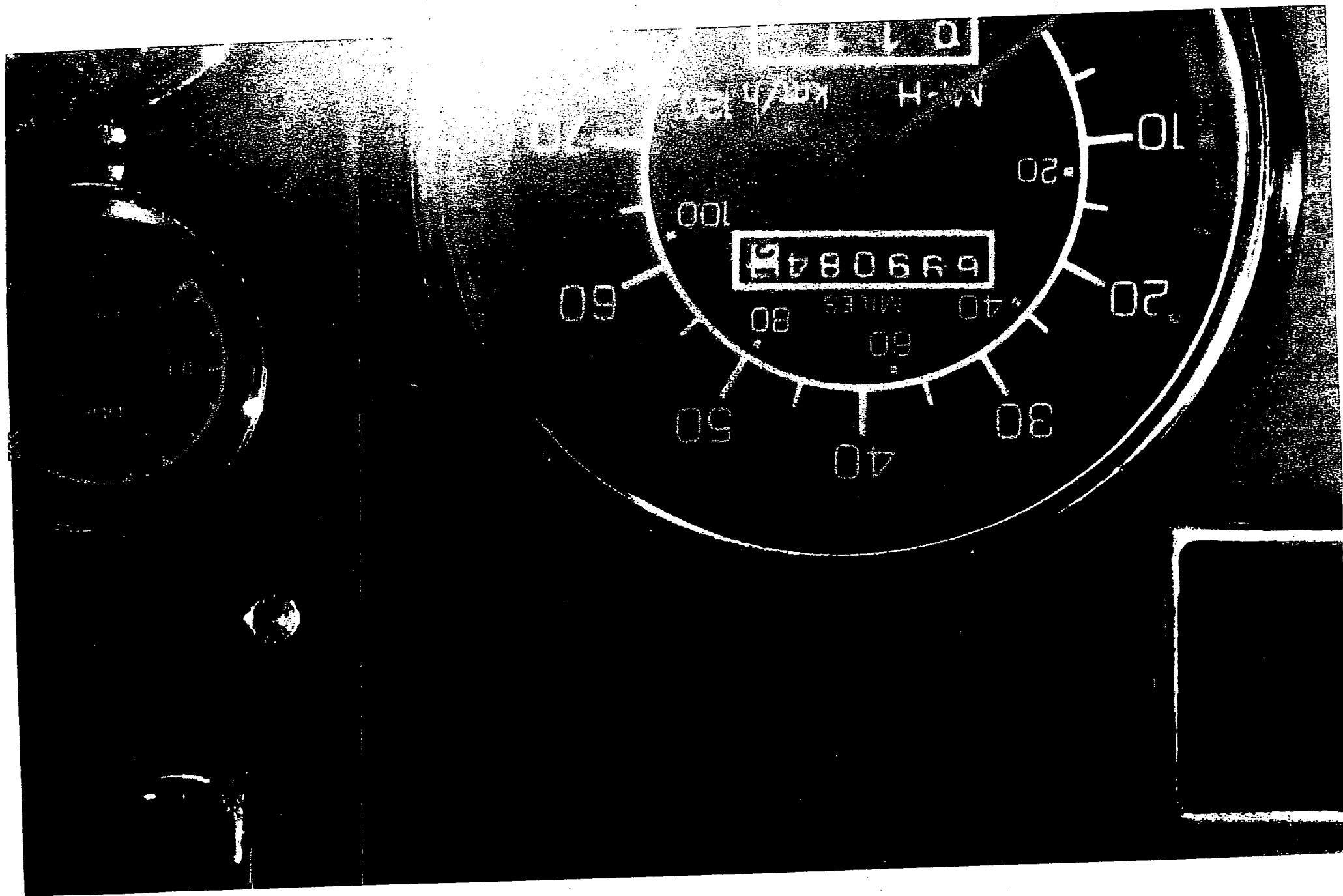
WARNING

1. Improper use of this equipment can be dangerous. Read operator's manual first.
2. Never exceed above ratings. Know the loads being handled.

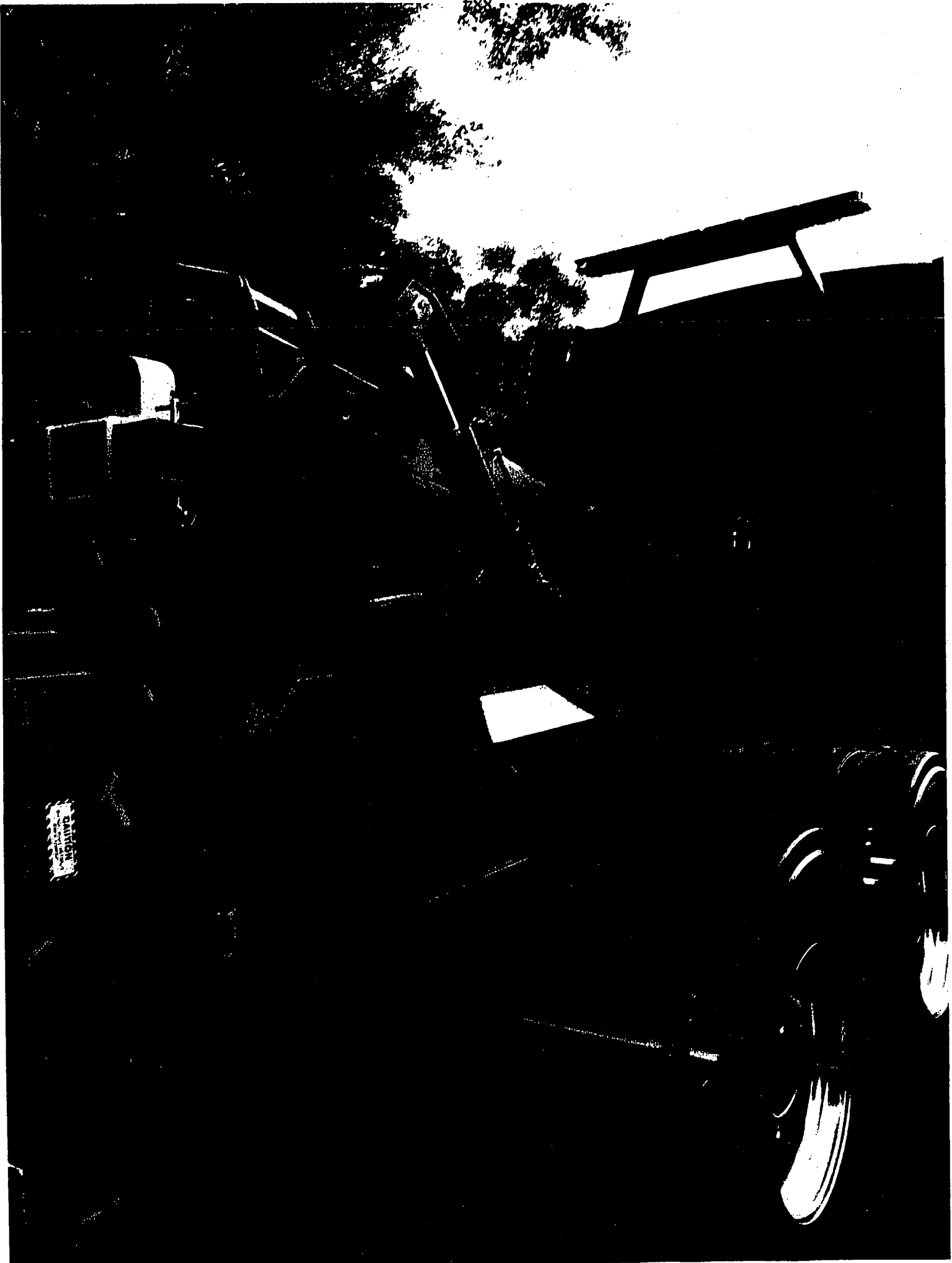
MILLER INDUSTRIES TOWING EQUIPMENT INC.
Ooltewah, Tennessee
9591409

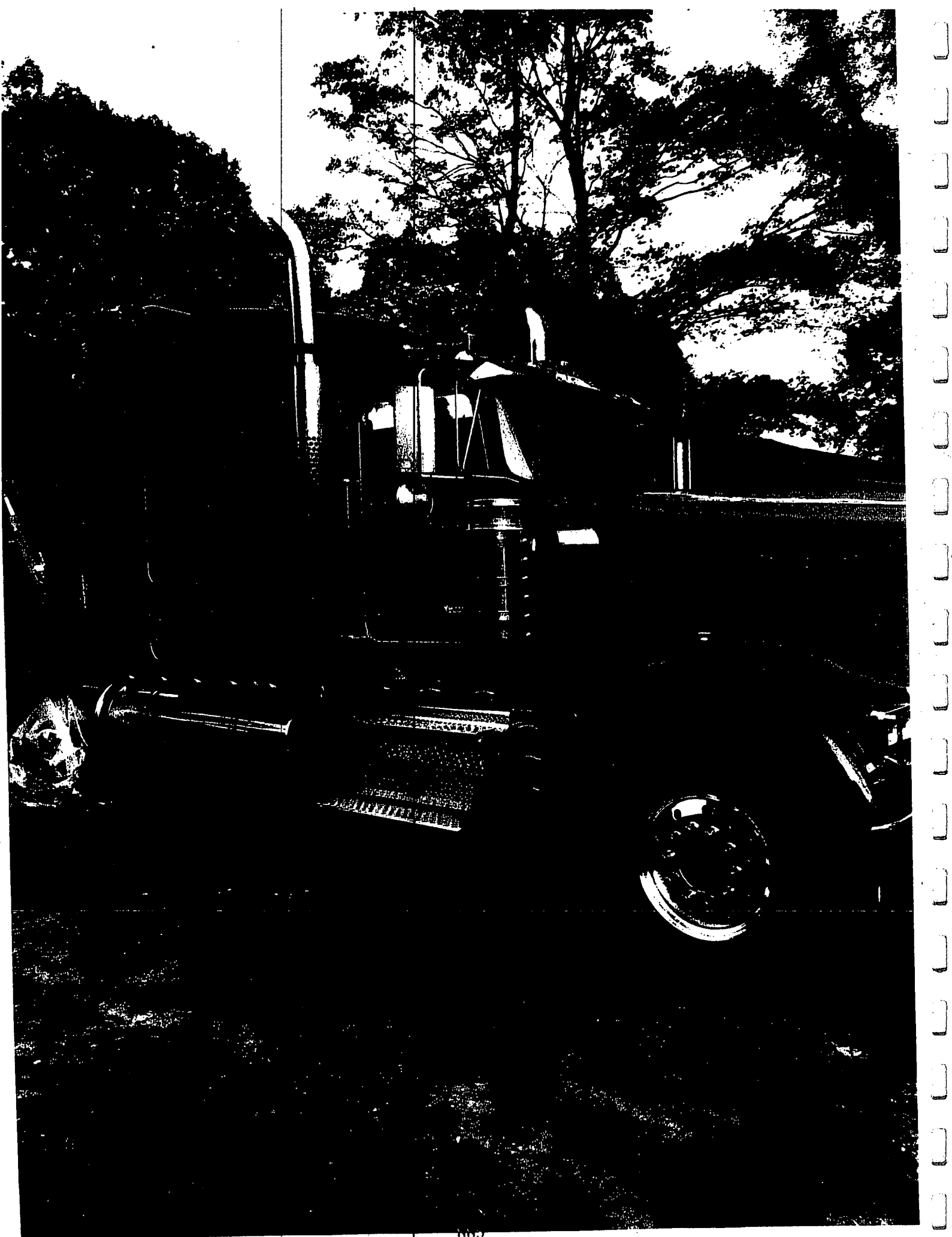


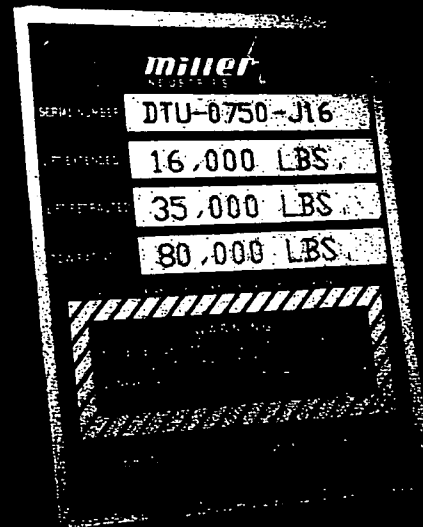












2003 KD 900 Track
1-1998 Tracking KD 70
1-2008 Tracking KD 90
1-Track 1st spreader
1-2004 500 DOL

90 85,000.00
10,000.00

95,000.00
- 14,000.00

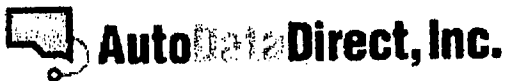
Verd D. r. d

6-15-15
8 6 15

81,000.00
5,000.00
= 10,000.00
= 76,000.00

**DEFENDANT'S
EXHIBIT**

1-7-20

Scan or visit verify.add123.com to verifyVerification Code: **BXEVM9A****South Carolina Vehicle Record**

Retrieved On: Mon April 30, 2018 10:03:12 AM EDT

Registration Data	Vehicle Data	Title Data
Tag:	VIN: 1TKB048299B076655	Title: 770760240546837B
County: LEXINGTON	Year: 2009	Issue Date: 11/04/2011
Reg. Use: N/A	Make: TLKG	Odo Read: 0
	Model: TK90HED	Odo Status: EXEMPT
	Body: TL	Sales Date: 10/20/2011
	Weight: 24060	Prev. State: SC
	GVW: 0	Prev. Title: 770120196173971
		Status: CURRENT TITLE
		Duplicate: N
		Print Date: 11/04/2011
		Salvage %: 0

Additional Record Data

Brands: None.

Vehicle Housed Address

4324 HIGHWAY 321 GASTON SC, 290538957

Vehicle Interests

Owner 1 SENTRY INS

Cust. No.: 31689481

Address: 4324 HIGHWAY 321
GASTON, SC 290538957Mailing: PO BOX 849
GASTON, SC 290530849

(DPPA 7) Owner notice regarding towed or impounded vehicles.

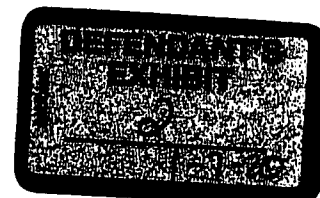
This information is provided by the South Carolina Department of Motor Vehicles (SC DMV). Auto Data Direct, Inc. is an authorized provider of real-time South Carolina motor vehicle data. Auto Data Direct, Inc. is not responsible for the unauthorized use of the information provided from the SC DMV database.

This Motor Vehicle Record is extracted directly from the State or Jurisdiction's official Motor Vehicle Records database, in real time. The authenticity of these records may be authenticated in real time using the ADD on-line authorization system.

Personal information (including, but not limited to: name, address, date of birth, DL number) appearing on driver and vehicle records is protected by the Driver Privacy Protection Act (DPPA). The use of personal information for reasons not allowed by the DPPA will result in loss of information access privileges and may result in legal action.

Any person who knowingly discloses any information in violation of the Driver Privacy Protection Act (DPPA) may be subject to criminal sanctions and civil liability specified in law for unauthorized use of the data.

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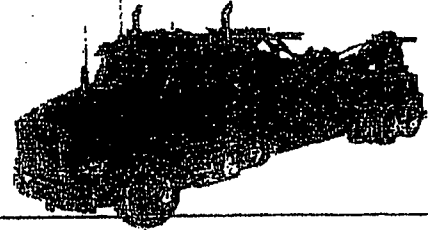


Rock City Truck Service Inc.

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



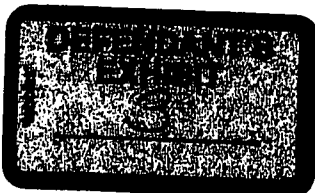
Truck Information

Truck #	Trailer #	Reference #
2005 PETER...		

Customer

MARK PAFFORD'S
2535 FERGUSON DR
ROCK HILL SC 29730

Item	Description	Quantity	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, REAREND 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



P R O C E E D I N G S

Before: The Honorable Teasa Weaver

* * * * *

** Note: This transcript is being prepared from an audio recording produced by the Court. Various places in the record are indiscernible. The calling of the case and the first portion of the hearing did not record, and the testimony starts as follows:

Examination: (By Mr. Foster)

Q Sir, finally, you were looking over these documents you identified earlier.

A It's just miscellaneous pictures. Here's a serial number of the wrecker ---

Q Are any of these the vehicles we're talking about?

A Yeah, there's a speedometer.

Q Please answer my question, sir.

A Yes, sir.

Q Of they all of the vehicles we're talking of?

A Yes. All the pictures are not, but I'm weeding them out where they are. Serial numbers, I saw that in here.

Q So these I understand to be of the vehicles we're talking about.

A Correct. Yes, sir.

1 Q Which ones are they?

2 A These right here.

3 Q Which vehicle are you talking about, sir?

4 A We're talking about 2003 Kenworth
5 (Indiscernible) truck with an attachment on it.

6 Q And this is the truck that you were selling to
7 the defendants.

8 A That's correct.

9 Mr. Foster: Ma'am, (Indiscernible) as
10 evidence.

11 The Court: (Indiscernible)

12 Mr. Foster: Mr. Pafford, I would ask you
13 to take the stand again.

14 Examination: (By Mr. Foster)

15 Q Sir, to your knowledge, in attempting to
16 retrieve the truck, did you do any damage to the property
17 of any of the defendants?

18 A I cut a couple of locks.

19 Q And other than that?

20 A None.

21 Q During the time that you were selling them the
22 truck, did they perform work on that truck?

23 A They fixed it up like they wanted it, the
24 wrecker truck, yes, sir.

25 Mr. Foster: Your Honor, give me a minute.

1 I believe that's all I have for Mr. Pafford at
2 this time. Thank you.

3 The Court: Thank you.

4 Examination: (By Mr. Schusterman)

5 Q Sir, let me ask you -- I'm going to take this
6 from a little different approach. Can you, through your
7 knowledge, through the evidence that Mr. Foster has put
8 into evidence, how much have you been paid by Duncan, Sr.,
9 Duncan, Jr., The Rock City Heavy Haul, how much total
10 dollars have you received?

11 Mr. Foster: I realize that it may be
12 improper for me to rise at this point, but I
13 feel the need to. We have put a spreadsheet
14 stating that very fact. I don't know if my
15 Client is capable reciting the figures on the
16 spreadsheet. I believe he would at least need
17 the spreadsheet to answer the questions.

18 Mr. Schusterman: Thank you. May I
19 approach the witness?

20 The Court: You may.

21 Mr. Schusterman - Resuming

22 Q I'm going to show you what has been marked as
23 Exhibit 6. You or your attorney, together you prepared
24 this document. I would like you to tell me, whichever
25 page it is, it's a seven or eight page document, the total

1 dollar figure that you've been paid by the defendants. I
2 don't care whether some of it was signed by Mr. Franklin
3 or Duncan, just in total dollars what have you been paid?

4 A 120,000.

5 Q How much?

6 A 120,000.

7 Q That's the total amount you've been given?

8 A (No response)

9 Q I'm not looking to trick you, sir. Would you
10 please turn to the last page of this document?

11 A I've got it.

12 Q You're at the last page?

13 A (Indicating)

14 Q Would you agree that there are three numbers
15 that will identify the total amount paid, that there's
16 nothing else? It would be the second column, which would
17 be amount paid, see where it says 84,500?

18 A (Indicating)

19 Q You agree you were paid that. Expenses paid,
20 \$11,067.52.

21 A (Indicating)

22 Q And equipment paid, \$63,500.

23 A (Indicating)

24 Q Would you agree that those three numbers, if
25 we do the math, will add up to how much you have been paid

1 for everything and anything by this company?

2 A Yes.

3 Mr. Foster: Unless I'm misunderstanding,
4 I believe counsel is quoting the last page as to
5 a total for the one year of 2017.

6 Mr. Schusterman: No. 2015 to 2017, on the
7 left-hand side.

8 Mr. Foster: Okay. I am incorrect.

9 Mr. Schusterman - Resuming

10 Q Would you agree that that's the amount?

11 A Yes.

12 Q If I told you that you were paid a total of
13 \$159,067, would you agree with that? I'm just telling you
14 that is adding those three numbers, that we just talked
15 about together, that you've been paid \$159.067 by the
16 company?

17 A Yes.

18 Q You agree with that?

19 A (Indicating)

20 Q Okay. And your claim is that you are still
21 owed money by Duncan, Sr., Jr., the company; is that
22 correct?

23 A Correct.

24 Q And you agree that the amounts that are owed are
25 comprised very simply of wages, expenses and this

1 equipment that you sold to them, correct?

2 A I don't see where expenses would have anything
3 to do with it. That's expenses.

4 Q I'm just adding up the total numbers. Do you
5 agree?

6 A Right.

7 Q So let's start with the equipment. When the
8 relationship began, did it not with a third party
9 introducing you to Mr. Duncan or to either of the Duncans
10 in order to buy this equipment? Didn't you first make
11 this deal and then you started driving because you met
12 them?

13 A I started driving and made the deal on the same
14 day.

15 Q Yes, sir. Okay. While you said the deal was
16 for 95,000, I read somewhere, and please don't me to cite
17 exactly, but wasn't it for 85,000 plus 10,000 I want to
18 say that was for accessories. Do that sound familiar to
19 you?

20 A Yes.

21 Q Can you explain what you mean by 10,000 in
22 accessories? What were the accessories for an additional
23 10?

24 A It was a clip axle, a joe dog. I believe that's
25 it to the best of my memory.

1 down anywhere, correct?

2 A It's written on an envelope.

3 Q Do you have that envelope?

4 A I don't know. I don't have it right here, no.

5 Q But you say there's an envelope that has the
6 deal written on it?

7 A I think so, yes.

8 Q Does it have the terms of the deal? Does it
9 say when you're going to be paid, how much you're going to
10 be paid?

11 A No, it does not.

12 Q So it says Robbie's buying or Duncan is buying
13 from Pafford one truck, two trailers and accessories for
14 85,000?

15 A Basically, yes.

16 Q But there's no provision in there as to how
17 the money was to be paid?

18 A Like -

19 Q Like how much, when, how often, is there
20 interest, things like that, just provisions?

21 A No.

22 Q Did you have an expectation of how you were
23 going to be paid?

24 A Sure.

25 Q What was it?

1 A I was going to be paid in about three months or
2 ninety days.

3 Q That was just in your head?

4 A No, I don't think so. I think we agreed on it,
5 me and Robbie Duncan.

6 Q You do? Okay. When did this occur?

7 A It occurred the day he offered me the money
8 for the equipment.

9 Q Which was like February of '15?

10 A '15.

11 Q So you thought you were going to be paid by
12 April or May, correct?

13 A Approximately, yes.

14 Q How much had you gotten by April or May of that
15 year?

16 A Right now I can't tell you that.

17 Q Okay. Can you look on your sheet?
 th

18 A April is the 4th month; is that correct?

19 Q That is correct.

20 A So prior to April it looks like I got seven or
21 eight thousand dollars.

22 Q What did you do at that point in April when
23 you're now at your 90 day mark, 60 to 90 mark, and you
24 only have less than 10 percent? What did you do?

25 A One thing I went to do, I went and talked to

1 his daddy about it.

2 Q What happened?

3 A His daddy told me he didn't make the deal with
4 me. You made it with him. Go talk to him.

5 Q Okay. What did you do?

6 A His daddy didn't know anything about the deal.

7 Q What did you do? Did you go talk to him? Him
8 being Duncan, Jr. Did you go talk to him?

9 A Oh, yeah.

10 Q And what happened?

11 A For weeks, maybe nothing.

12 Q You indicate -- Everything I'm referring to when
13 I say you indicate, I apologize. I'm referring to a
14 document in front of you, Exhibit 6. You created it. I'm
15 assuming it's correct.

16 A To the best of my knowledge, yes.

17 Q I'm assuming that the same way that there was
18 no agreement when these items -- how, when, where these
19 items would be paid for, the equipment, that there was no
20 formal employment contract either.

21 Mr. Foster: I believe I'm going to object.
22 I believe there's some testimony to the effect
23 that there was an understanding, agreement as
24 to when the matter was to paid, (indiscernible)
25 written agreement. Perhaps counsel is using the

1 term in a different manner?

2 The Court: (indiscernible)

3 Mr. Schusterman: Thank you.

4 Mr. Schusterman - Resuming

5 Q Let's talk about your employment. Tell me how

6 -- Is there an employment contract of \$1,000 a week?

7 A A contract being something written?

8 Q I'm sorry. Very good point, sir. Is there a
9 written contract?

10 A No.

11 Q It's an oral contract?

12 A I filled out an application, but they can't
13 find it.

14 Q But you agreed to come on board for \$1,000 a
15 week?

16 A Yes.

17 Q And you were an independent contractor, correct?

18 A I drove his truck. I was on salary, \$1,000 a
19 week.

20 Q And then you say that along about four months
21 into it, around the 20-something of June, you got a pay
22 increase.

23 A That's correct.

24 Q How did that pay increase -- Was that written
25 anywhere other than your notes. I'm assuming that's your

1 handwriting where you say, spoke to Robbie and Andy, and
2 I'm going to be getting \$1,500 a week. I assume, other
3 than your notes -

4 A That's my handwriting.

5 Q That's your handwriting?

6 A (Indicating)

7 Q You have nothing to -- You have nothing signed
8 or in anyway given to you indicating the 1,500 per week.

9 A Nothing other than the oral conversation.

10 Q Nothing but the oral conversation?

11 A (Indicating)

12 Q Let me ask you. So on June -- Whatever that
13 was, 20-something, that you said that there was supposed
14 to be \$1,500 a week paid, correct?

15 A (Indicating)

16 Q Do you think it's peculiar that at no time on
17 your chart of payments are you paid in increments of
18 \$1,500? You're paid in increments of \$1,000.

19 A I don't find it peculiar, no.

20 Q You don't find it peculiar that you have what
21 you believe is an agreement that you're going to be paid
22 \$1,500 a week. That not only are you not paid on a
23 regular basis but when you are paid, even by your
24 document, you're always paid in increments of \$1,000?

25 A They were always behind on payment.

1 Q So I'm assuming that you never said anything
2 regarding the wages. You know, you were working week
3 after week after week, and you'd be given a \$2,000 check,
4 and you never said, what does that represent. I mean,
5 \$2,000 would represent 1.25 weeks. Didn't that strike
6 you as peculiar?

7 A Not with them, no.

8 Q But yet -- It wasn't peculiar with them but yet,
9 at the same time, you weren't walking away from it either?

10 A That's correct.

11 Q So even with you not being paid regularly, not
12 being paid, it was still a good enough deal for you to
13 stay?

14 A At that time, yes.

15 Q Did I understand that everything you have
16 documented here, other than the one entry on Page 1, where
17 it says cash, on 8-1-2015, that other than that you were
18 never given any cash?

19 A On 9-17-16, I was given \$10,000 cash.

20 Q For equipment?

21 A They wanted to write equipment on everything.

22 Q But you actually signed a document, didn't you,
23 that day that said it was for equipment; isn't that
24 correct?

25 A I don't have the document with me so I can't

1 tell you that.

2 Mr. Schusterman: May I approach.

3 The Court: Yes.

4 Q Does that refresh your memory?

5 A Yes. I'm the one that made them give me this
6 document. They never would have gave me the document if I
7 hadn't asked for it. In other words, I was making sure
8 they kept up with their money because I knew what they was
9 going to do in the end.

10 Q You did know?

11 A Yeah, they was going to try to shaft me.

12 Q But you still stayed there for over two years.

13 A Almost two years, correct.

14 Q Actually, wasn't it from February of 2015
15 until April of 2017?

16 A I think so, yes.

17 Q Wouldn't that be over two years? Wouldn't that
18 be two years and two months?

19 A I think so, yes.

20 Q Isn't it true that the reason that you left
21 was because you couldn't drive for them anymore because
22 you couldn't get clearance on military installations?

23 A I've been in many military installations.

24 Q Are you telling this court under oath that you
25 were able to get a clearance to go continue on military

1 installations?

2 A At one time, I could not. When I first was
3 employed there, I could go to any military installation.

4 Q Let me rephrase the question. Are you telling
5 this court under oath that in April when you left, the
6 reason you left, one of the problems were that you could
7 not get clearance to go on a military base?

8 A No. I left because they would not pay me for
9 my equipment.

10 Q Sir, was there ever a time while you were
11 employed by them that you were not able to get clearance
12 to go on a military base?

13 A Yes.

14 Q And that was because of your criminal record?

15 A Yes.

16 Q And despite that, that had nothing to do
17 with the fact that you left?

18 Mr. Foster: Asked and answered. Forgive
19 me for not getting up to say that.

20 The Court: You don't have to get up
21 every time, Mr. Foster.

22 Mr. Foster: Well, I'm not quite that old.
23 Asked and answered.

24 The Court: Mr. Schusterman?

25 Mr. Schusterman: The question was, I want

1 a definitive answer that the reason that you
2 left in April of 2017 was because he was unable
3 to get a military clearance to go on a military
4 base because --

5 Mr. Foster: And that was answered unless
6 counsel is now testifying.

7 The Court: I think that was asked, and
8 he answered that that was not.

9 Mr. Schusterman: He answered that it was
10 not.

11 The Court: He said he left because he was
12 not being paid.

13 Mr. Schusterman - Resuming

14 Q Are there any additional cash payments that
15 you would like to add that you inadvertently did not put
16 on there while you're sitting here testifying?

17 A None that I'm aware of.

18 Q Let me ask you a question. That sounds very
19 articulate but wouldn't you be aware of any cash payments
20 that you received. Is there someone else who might have
21 received cash on your behalf?

22 A No.

23 Q So the answer is that other than the \$10,000,
24 it's your testimony that there was no other cash given to
25 you during that period of time.

1 Mr. Foster: Unless I misheard, I did not
2 hear an admission that the \$10,000 had been
3 paid in cash. If I'm mistaken, I'm mistaken.

4 Mr. Schusterman: I believe you're
5 mistaken.

6 Mr. Foster: I would ask for clarification.

7 Mr. Schusterman - Resuming

8 Q Sir, how was that \$10,000 paid to you that you
9 signed a receipt for?

10 A It was paid in cash.

11 Q So other than that 10,000 and the 3,000 you put
12 down on your wage form on August 1, 2015, that was paid in
13 cash, other than that are you saying there were no other
14 cash payments made to you during that period of time?

15 A I'm not aware of any.

16 Q Would anyone else be aware of any if you are
17 not?

18 A No.

19 Q So the answer is no, there were no other
20 payments made?

21 A The answer is, I'm not aware of any.

22 Q From February of '15 until April of '17, for
23 those two years and two months, did you work full-time and
24 only for the Duncans?

25 A To the best of my knowledge, yes.

1 Q There were no other jobs, there was nothing
2 else you did during that period of time?

3 A Not that I'm aware of.

4 Q If you look at this form again, will you agree
5 with me that if you look at the length of employment,
6 your entry on Page 1, Page 2, Page 3 -- It's essentially
7 three pages. Would you agree with me that you worked
8 for a total of 91 weeks?

9 A About 95, yes.

10 Q Not 95, 91. Please take your time and go
11 through them.

12 A I come up with 94.

13 Q Okay. The court can make a determination.
14 Would you agree, sir, that if there turns out that there
15 was no agreement to modify your salary from 1,000 to 1,500
16 in June of 2015, that you would be owed somewhere between
17 91,000 and 94,000 for your employment?

18 A Unfortunately, Robbie Duncan has admitted that
19 he was suppose to be paying me \$1,500 a week.

20 Q Who did he admit it?

21 A He admitted to me, and he admitted it to
22 Andy Blackwood.

23 Q And Mr. Blackwood is coming here to testify
24 today?

25 A No, Mr. Blackwood is not.

1 Q But you do agree that if it was \$1,000, if
2 it hadn't been modified you would be owed somewhere
3 \$91,000 and \$94,000 depending on -

4 Mr. Foster: If it helps move this along,
5 may I say if we agree with the general rules
6 of mathematics, and math is 94 times whatever
7 it is.

8 Mr. Schusterman: Thank you, and I
9 appreciate that, but I was asking the witness
10 not the attorney. Do I not have the right to
11 ask him?

12 The Court: You do.

13 Mr. Schusterman - Resuming

14 Q Would you agree, sir, to that?

15 A What is the question?

16 Q That if you're being paid \$1,000 a week that
17 based on whether it's my accounting or your accounting
18 it's somewhere between 91 and 94, you would be entitled to
19 somewhere between \$91,000 and \$94,000?

20 A If I was being paid 1,000 a week. I wasn't.

21 Q If I didn't say if, I apologize. If -- Would
22 you agree with that statement?

23 A If, yes.

24 Q While I'm asking that -- We have copies of
25 these checks that your attorney put into evidence through

1 you. When I look at them, they don't say, at least the
2 ones I saw, and you correct me, other than like the one
3 that you had them fill out for 10,000. When you get paid
4 2,000, 3,000, 4,000, whatever those numbers are, it
5 doesn't say that it's for equipment versus salary; is that
6 correct?

7 A Some do and some don't, yes.

8 Q Without belaboring the point, if we agree, and
9 it's in evidence that there are checks that don't have an
10 amount on them -- don't have a purpose on them, how did
11 you decide that it was for equipment versus salary. How
12 did you come up with that determination?

13 A Well, some of them do have equipment on them.

14 Q Absolutely. No problem with that. But the ones
15 that don't, how did you decide that that was going towards
16 equipment versus salary or salary versus equipment?

17 A Just kind of split it down the middle.

18 Q So there was no basis? Just kind of arbitrary?
19 That's why I asked you. I'm not playing games. That's
20 why I asked you what was the total number that you've been
21 paid because, like you said, you chose a \$4,000 check.
22 You gave him credit for it. I'm just curious how you
23 decided for it to be in one column versus another column.
24 There's no basis for it; is that correct, sir?

25 A There's -- Just split it down the middle.

1 Q Tell me about the 2009 Trail King. What is
2 that?

3 A It's a trailer.

4 Q What is it, enclosed -

5 A It's just a double drop, heavy haul trailer.

6 Q How much is it worth?

7 A I don't really know.

8 Q And you are not denying today that you sold it
9 to Mr. Duncan, Jr., Sr., one of the defendants. You sold
10 it.

11 A They bought it, yes.

12 Q They bought it. You sold it. Would you agree
13 that's the same concept?

14 A Yes.

15 Q Let me ask you. Is it not correct that at
16 one point that trailer you reported stolen and got paid
17 for it by Century Insurance?

18 A I don't know if I ever got paid for it or not.

19 Q Let's take it slowly then. I apologize. Did
20 you ever report that trailer stolen?

21 A Yeah, about 2010.

22 Q Did you get paid \$35,000 by the insurance
23 company?

24 Mr. Foster: I'm going to object to this
25 line of questioning. I don't see the purpose

1 of this. Has the claim been made that the
2 client did not own the trailer?

3 Mr. Schusterman: Yes.

4 Mr. Foster: Is there going to be evidence
5 presented that this trailer does not belong
6 to my client?

7 Mr. Schusterman: Yes.

8 Mr. Foster: I would suggest that has to
9 be the basis for these questions. We're talking
10 about a ten year old occurrence, and Mr.
11 Schusterman is attempting to say that the ten
12 year old occurrence there's a question. The
13 insurance company has not been joined in this
14 case. There is no expert named in this case to
15 claim there is a problem with the trailer.
16 There is no agent from North Carolina or South
17 Carolina DMV named. I would like to know on
18 what basis we have for these questions.

19 The Court: What I'm taking is that your
20 objection is relevancy. I find that it is
21 relevant at this point, Mr. Foster, so I'm
22 going to allow him to question him about it.

23 Mr. Schusterman: This document was
24 provided in discovery.

25 Mr. Foster: This is a document of a

1 third party about a South Carolina vehicle
2 record. The company is not here to verify it.
3 It contains information that has nothing to
4 do with the questions that are being asked.

5 Mr. Schusterman: With all due respect,
6 it has everything to do with it. The plaintiff
7 has admitted that he made a claim against it.
8 I have a document that shows -

9 Mr. Foster: Which I objected to.

10 Mr. Schusterman: I understand. I have a
11 document that we're going to show that the owner
12 of that trailer, because it's titled, is
13 actually Century Insurance because they paid a
14 claim.

15 Mr. Foster: Then I suggest I be shown
16 that document. I have not seen it. This is a
17 third party (Indiscernible) the company saying
18 there's vehicle information for a title on a
19 property. It is not a title. It is a report
20 from a third party company which is not here
21 to verify the signing, which is; therefore, by
22 definition hearsay. We have put in the title
23 from the DMV -

24 Mr. Schusterman: Wait a second. This is
25 his argument. I have the right to ask him. If

1 he wants to deny it, I may have to bring
2 somebody in or bring a record. That doesn't
3 preclude me from asking the history of -

4 The Court: Mr. Foster, I'm going to allow
5 him to question him about it. You will have to
6 lay the foundation for trying to enter that
7 document through this witness, and if he did not
8 prepare it, and it's hearsay, then make that
9 objection.

10 Mr. Foster: I shall.

11 Mr. Schusterman - Resuming

12 Q In 2010, did you make a claim to the Century
13 Insurance Company?

14 Mr. Foster: Asked and answered.

15 Q I'm asking again because I lost my train of
16 thought.

17 The Court: Overruled.

18 Mr. Schusterman: Thank you.

19 A Ask me the question again.

20 Q In 2010, did you make a claim to the Century
21 Insurance Company on that trailer being stolen?

22 A I don't think I was in business in 2010.

23 Q I didn't ask you if you were in business. I
24 asked you did you make a claim?

25 A Not to my knowledge.

1 Q Let me ask you this. Did you ever at any
2 time since you've owned that trailer or while you were in
3 possession of it, not even owned it, did you ever make a
4 claim that it had been stolen?

5 A I reported it stolen.

6 Q You did. You reported it stolen. Who did you
7 report it stolen to?

8 A The sheriff's department.

9 Q Okay. Then did you make a claim to an
10 insurance company that it had been stolen?

11 A I don't know anything about an insurance
12 company.

13 Q You don't? Okay. Would it be your testimony
14 that you never received any funds from an insurance
15 company for that vehicle being a loss?

16 A I did not receive any funds, no.

17 Q Did anyone you know, related to in anyway, ever
18 receive any funds from an insurance company for a trailer?

19 A Not that I'm aware of.

20 Q Do you want to stay with that answer?

21 A Not that I'm aware of. Yes.

22 Q So you're saying you never received any
23 funds?

24 A Not that I'm aware of.

25 Q Tell me what happened with the stolen trailer?

1 A The trailer was reported stolen. I had left
2 it -- It was going to be repossessed. I had left it at
3 the Flying J Truck Stop.

4 Q Okay.

5 A That's all I can tell you about it.

6 Q How did you get it back?

7 A Who said that I got it back?

8 Q Well, if you didn't get it back, how did you
9 sell it -- I'm confused, Mr. Pafford. How did you sell it
10 in 2015 to the Duncans if you never got it back.

11 A I left it at the Flying J Truck Stop, and it
12 was suppose to be picked up by the repossession company.
13 As far as I know, they picked it up.

14 Q I know that there's a wariness of lawyers.
15 I'm not trying to deceive you. You've testified that in
16 2015 you sold that trailer to the Duncans, correct?

17 A I don't know what trailer I sold them because
18 there's no serial numbers on anything.

19 Q So you're saying that the trailer, the 2009
20 Trail King, you're saying that the one that you reported
21 stolen is not the same one that you sold to them?

22 A I'm not saying anything, no.

23 Q Okay. Well, let me ask you. Is the trailer
24 that you left at the Flying J to be repossessed the same
25 trailer that you sold to the Duncans?

1 A I don't know. I haven't looked at the serial
2 numbers on it.

3 Q Where did that trailer come from then that you
4 sold to the Duncans?

5 A It came from the yard down there in Chester
6 County where Robbie went and took it.

7 Q Where did you -- In 2015 when you sold the 2009
8 trailer to the Duncans, where did it come from? How did
9 you acquire it then? If it's not the same trailer that
10 was left at the Flying J, how did you acquire it?

11 A It just showed back up. I don't know if it's
12 the same trailer or not. I've never looked at the
13 serial numbers on it.

14 Q So where did it show up?

15 A It showed up at just a yard that I use or used.

16 Q Where is this yard?

17 A It's in Chester County.

18 Q Where in Chester County? Who does it belong
19 to?

20 A I really don't know who it belongs to.

21 Q So you don't know -- You leave a trailer at the
22 Flying J to be repossessed. You report it stolen. How
23 much after reporting it stolen did it show up in Chester?

24 A I don't have a recollection of that.

25 Q Was it a week? A day? A month? A year?

1 Mr. Foster: Asked and answered.

2 The Court: I'm going to allow him to
3 answer that question. Overruled.

4 Mr. Foster: Excuse me.

5 The Court: Overruled.

6 Mr. Foster: Thank you, ma'am. Forgive
7 me for not standing up.

8 Mr. Schusterman - Resuming

9 Q How much longer?

10 A What are you asking me?

11 Q I'm asking you how much after you reported it
12 stolen did it appear at the yard in Chester?

13 A Years. Several years.

14 Q Several years later. And you don't know who
15 owns that yard?

16 A No.

17 Q How, when the trailer showed up, would they
18 have known to tell you about it then?

19 A It's just a place that I went frequently.

20 Q So lo and behold this trailer, that you don't
21 recall ever filing a claim and being paid for, several
22 years later shows up at a yard that you frequent, but you
23 don't know who owns it; is that correct?

24 A That's correct.

25 Q Is it that trailer that was in the yard that was

1 stolen, is that the trailer that was in the yard that you
2 sold?

3 A Yes.

4 Q Did you ever contact the authorities and tell
5 them that you recovered your stolen trailer?

6 A No.

7 Q That's a stolen piece of property, and no one
8 knows that it was recovered but you?

9 A Well, they were going to make a title for it.
10 They make titles over there.

11 Q I wasn't asking you that. You never told
12 anybody that you recovered it?

13 A I don't remember.

14 Q Let me ask you. If you don't know the VIN
15 number, how do you know that the trailer that you found
16 in Chester was yours and was the same one that you
17 reported stolen years before?

18 A I don't.

19 Q So how much did you give for that trailer to
20 get it back?

21 A I didn't give anything to get it back.

22 Q So your testimony is two years prior, or some
23 amount of time, you walk onto this yard that you frequent,
24 and you see that trailer. And you say, I'm taking it.
25 That's mine.

1 A I used it, yeah.

2 Q Well, you did more than use it because then you
3 attempted to sell it.

4 A He attempted to buy it.

5 Q Yes, he did.

6 A Knowing it didn't have a title because he
7 makes titles. The man sitting right beside him makes
8 them. He's made me some.

9 Q Let me ask you a question. Are you saying
10 that you knew -- Are you saying that you knew -- Are you
11 saying that it was stolen, you knew it, and they were in
12 on it? Is that what you're trying to testify to?

13 A Somewhat.

14 Q So now all you've done now at this point is
15 told us that you're a liar because you said you had no
16 idea if it was stolen. So now you're telling me you knew
17 it was stolen, and they made a title. It's a very
18 different story; isn't it?

19 A I said somewhat, yes.

20 Q Tell me about the 2002 Thunderbird that you
21 bought from the Duncans.

22 A I didn't buy it. They traded it.

23 Q What did they trade it for?

24 A They traded it for part of the \$95,000, and it
25 had shorts in it. You could get in it and turn the

1 switch, and the top would go back. You could get in it
2 and turn the switch on and the windshield wipers would
3 work. You could get in it and turn the switch on and
4 whatever.

5 Q But you knew exactly what I was talking about,
6 and that's fine I get it. Why is it not -- the \$14,000
7 credit not on your --

8 A Because I took it back to them because it
9 wasn't worth having.

10 Q But you agree that when you made the deal it
11 was for \$14,000?

12 A That's correct. That's what's on the envelope.

13 Q That's right. And it actually says minus
14 \$14,000 for a 2002 T-Bird, correct?

15 A That's if I kept.

16 Mr. Foster: I believe I have to say
17 something at this point. Unless I misunderstand
18 what counsel is saying, he is referring to
19 something that is on a document that says minus
20 T-Bird. I don't have that document. Perhaps
21 counsel can direct me to where it is.

22 Mr. Schusterman: I'm questioning him. I'm
23 not showing him anything. Mr. Foster doesn't
24 like the answer.

25 Mr. Foster: The question --

1 The Court: Mr. Foster, let him finish
2 and then you may -- Why don't you be seated and
3 let Mr. Schusterman finish what he's going to
4 say.

5 Mr. Schusterman: I'm merely asking
6 questions. Mr. Foster obviously doesn't like
7 the answer and is standing up to intervene.
8 With all due respect, the witness knows
9 exactly what I'm talking about apparently and
10 has reason -- Mr. Foster doesn't want to have
11 me go down this road so he's talking about that
12 document and the like. I'm asking him a
13 question that he knows about.

14 The Court: Mr. Foster, I agree. If you
15 want further clarification about any questions
16 Mr. Schusterman is asking your client, you can
17 redirect him.

18 Mr. Foster: May I be heard briefly?

19 The Court: Yes.

20 Mr. Foster: Unless I misunderstand, Mr.
21 Schusterman is apparently referring to what
22 I take to be an angle of showing terms between
23 clients, between his clients and mine. I don't
24 have that document. I was (Indiscernible) in
25 discovery. It was excluded by this court by the

1 ruling on in limine. Now, it may be true that
2 he is only in quote asking questions, but it
3 nevertheless puts in evidence items that I have
4 not seen and they're not before this court
5 unless I misunderstand greatly what is being
6 referred to.

7 Mr. Schusterman: Mr. Foster misunderstands
8 greatly what is being referred to. Number 1,
9 the document that I'm talking about with the
10 handwritten -- I will be more than glad to show
11 that it was given in production. It is Xerox
12 of -- He called it an envelope. It's not an
13 envelope. It's a Xeroxed piece of paper with
14 handwriting on it. What you call scratch
15 paper. It was provided. It was exactly --
16 I'm questioning him. I have not brought it
17 out. I am merely questioning the witness about
18 it. I don't understand why Mr. Foster believes
19 that I have an obligation to turn over
20 something, which I do, but even if I don't
21 use it, I can talk about it. It's illogical.
22 If that were the case, Your Honor, I would
23 have to submit all my proposed questions on
24 cross examination to him so that he could pass
25 on them, whether or not he felt they were

1 appropriate.

2 The Court: I'm going to allow the
3 questioning. Mr. Foster, if he does produce
4 a document that was not provided to you that
5 should have been, then you can object to that.

6 Mr. Foster: If I can briefly respond,
7 hopefully clarifying things. If this document
8 has been provided, all counsel needs to do is
9 show me the document.

10 Mr. Schusterman: Your Honor, to be candid
11 with you, I didn't (Indiscernible) to do that.
12 Literally, what was produced was hundreds of
13 pages.

14 Mr. Foster: I would certainly agree.

15 Mr. Schusterman: For me to say -- In
16 some cases there are 20 pieces of paper. This
17 represents 75 percent. I have another full
18 folder that is somewhat duplicative, but we
19 still have a ton of paperwork. That's why I was
20 hoping that -- The witness was answering my
21 question. I thought I was going to be able to
22 deal with it and not have to go get into this
23 about the scratch paper that he brought it. I
24 wasn't even going to bring up the scratch
25 paper.

1 The Court: Mr. Foster, I'm going to
2 overrule your objection if Mr. Schusterman
3 and also the court states that he provided that
4 in discovery then I'm going to allow the
5 question.

6 Mr. Foster: I'm not trying to argue with
7 the court. I do believe that I have the
8 right to see the document, and I believe this
9 is in contradiction of your ruling on in limine
10 matters. If we have the document, with the
11 court's permission, I'm not arguing with the
12 ruling. I am quite willing to take the time and
13 have counsel show me the document and confirm or
14 deny it has been shown to us. If in Your
15 Honor's view that is not necessary or needed
16 at this time, with all due respect, I object to
17 that. I'm not trying to argue with the court.

18 The Court: Mr. Foster, even -- Let's say
19 it was a document that was to be provided. He's
20 not shown him a document nor has he tried to
21 enter it into evidence. How would that be a
22 violation of discovery if it was a production
23 of a document --

24 Mr. Foster: Effectively, you're saying,
25 I'm going to cross examine you on the basis

1 of a document that your lawyer has not seen
2 and that I'm not going to produce, which in
3 my opinion directly goes the question of in
4 limine matters that we discussed. I'm not
5 trying to argue with the court. The court has
6 been more than generous in this matter. I'm
7 merely stating the fact that to my mind we may
8 be having a tempest in the teapot here. If
9 the document has been produced, it's been
10 produced. End of story. With the court's
11 permission, without trying to argue with your
12 ruling, I may be -

13 Mr. Schusterman: I can put Allison on
14 the stand. This came from a duplicate of the
15 packet.

16 Mr. Foster: That is the document?

17 Mr. Schusterman: That's the document.

18 Mr. Foster: That's fine. Then it was
19 produced.

20 The Court: Proceed. Objection was
21 overruled.

22 Mr. Schusterman: May I approach?

23 The Court: Yes.

24 Mr. Schusterman - Resuming

25 Q Are you familiar with this document, sir?

1 A Yes. I've seen it, yes.

2 Q Whose handwriting is it?

3 A It's mine.

4 Q It's yours. Okay. And you agree that you
5 traded \$14,000 off the bill for a 2002 T-Bird.

6 A I took the T-Bird back so you can take --
7 add the \$14,000 back.

8 Q Let me ask you a question. If my client
9 gives you back the two trailers, are you prepared right
10 now to give him back \$45,000?

11 Mr. Foster: Your Honor, that is completely
12 improper. (Indiscernible)

13 Mr. Schusterman: If he says that he wants
14 the 14 back when he's written it, he wants it
15 back because he returns it, why is what's good
16 for the goose is not sauce for the gander.

17 The Court: I'm going to allow it, Mr.
18 Foster. I'm going to allow the question.

19 A What did you ask me?

20 Mr. Schusterman - Resuming

21 Q I asked you, you took it back so you want your
22 \$14,000 back. When did you take it back, by the way?

23 A I had it about a week.

24 Q Do you have something indicating that the 14
25 is put back on the table?

1 A Well, you know, in this complicated matter, I
2 went from this little simple scratch pad to volumes of
3 books.

4 Q So is there somewhere in the volume of the
5 books where the 14 is put back on the table?

6 A To the best of my knowledge there is.

7 Q Can I see it?

8 A I don't have it with me.

9 Q You'll agree that's your handwriting?

10 A Yes.

11 Mr. Schusterman: I would move this into
12 evidence.

13 The Court: Any objection, Mr. Foster?

14 Mr. Foster: I'm sorry.

15 The Court: Any objection?

16 Mr. Foster: No, ma'am.

17 The Court: Entered without objection as
18 Defendant's 1.

19 Q You agree that at one point in time you took
20 \$14,000 off for the T-Bird?

21 A Correct. On that particular piece of paper,
22 yes.

23 Q That you wrote?

24 A Right. I'm not saying I didn't write it.

25 Mr. Schusterman: With the Court's

1 indulgence.

2 Mr. Schusterman - Resuming

3 Q You testified that you -- Didn't you bring
4 people with you when you went to Mr. Duncan Jr.'s house to
5 take back the truck?

6 A I brought one person with me.

7 Q Weren't there two, Mr. Soles or maybe two
8 Mr. Soles?

9 A There was one person with me that went on his
10 property.

11 Q How many people went to the scene?

12 A Two. We had a driver. We got out of the
13 pick up truck out in the middle of the road. That's not
14 the scene, the highway.

15 Q So there were three of you in the car driving
16 over there?

17 A Yeah.

18 Q Who were the other two people?

19 A One of them was Danny Soles. He's the one
20 that went with me, crawled through the broken window.

21 Q Who was the other person?

22 A The other one was his father, Larry Soles.

23 Q Were they arrested as well?

24 A Danny was. Larry wasn't.

25 Q In order to get on the property -- Is there a

1 fence around the property?

2 A Yes.

3 Q And the fence had a lock on it, correct?

4 A The gate had a lock on it, yeah.

5 Q How did you get through?

6 A Real simple. You just climb through the
7 fence.

8 Q When you got the truck, how did the truck
9 get through. You climbed. How did the truck get
10 through?

11 A We cut a lock.

12 Q Okay. So you cut the lock and opened it and
13 took it out?

14 A It never got that far. We got there to the gate
15 and cut the lock, and that was the end of it.

16 Q What happened to the window?

17 A What window?

18 Q You said that somebody went through a small
19 window that was broken?

20 A Yes. That was up at the building that the
21 truck was in, which was several hundred yards from the
22 highway. The window was already broken. We just crawled
23 through it. I had seen it broken when I was out there the
24 day that Gary Franklin's funeral was. It had a piece of
25 cardboard over it.

1 Q And you didn't think there was anything wrong
2 with doing what you did?

3 A It was my truck. I had the title to it. He
4 knew (indiscernible) repossess his stuff.

5 Q So it's your position that you had every right
6 to do what you did that day?

7 A I had a right to get my truck back.

8 Q By clipping a lock and doing what you did.
9 The exact activities you did, you believe you actually
10 were within your right to do it?

11 A Sure. He came to my property and took the
12 truck and nothing has ever been done to him.

13 Q Do you believe you're responsible for any
14 damage when you went to that home?

15 A I didn't do any damage. I cut a lock.

16 Q That's all that was done?

17 A That's it.

18 Q Let me ask you a question. Hypothetically, if
19 more damage was done, do you think you'd be responsible
20 for it?

21 A I know there wasn't any done because I was
22 there.

23 Q I understand. Are you responsible for the lock
24 that you cut?

25 A Probably so. I agreed to pay for the lock, in

1 court that he didn't show up in.

2 Q So you do believe it's your responsibility for
3 whatever damage was done. In this case, you say it was
4 the lock?

5 A A lock. A lock, yeah.

6 Q And you're responsible for it?

7 A Cut the lock, yeah.

8 Q When you say you went to repossess the truck,
9 there was no agreement as to when it was paid. Mr.
10 Duncan, while you may have expected the payment on a
11 certain date, there was no written -- there was no
12 agreement as to how it would be paid or when it would
13 be paid, correct?

14 A There was nothing other than a verbal agreement.

15 Q When was this that you did the lock? Do you
16 remember the date that that was?

17 A Right off the top of my head, no, I don't.

18 Q Can you ballpark it? Was it 2015?

19 A No.

20 Q Was it 2016?

21 A No.

22 Q Was it 2017?

23 A I think it was.

24 Q So it's 2017. It's your position that there's
25 an agreement to pay off in 60 or 90 days. You continue to

1 work for them and don't do anything, but you feel you have
2 the right -

3 Mr. Foster: I'm going to object. There's
4 no basis for that you're not going to do
5 anything unless counsel is going to back that
6 up. We produced masses of information showing
7 the work on the case (indiscernible).

8 The Court: Overruled.

9 Mr. Schusterman: Thank you.

10 Mr. Schusterman - Resuming

11 Q As it relates to getting the money, we're now
12 at two and a half years later and you felt that it was
13 your right two and half years later to clip the lock and
14 take the truck back?

15 A Yeah, after he came to my property and took it
16 off my property, I sure did. If he wanted to do what was
17 right, why didn't he want to talk about it way back then?

18 Q Who is this gentleman?

19 A That's Frank Eason.

20 Q Do you know him?

21 A Not really. I know of him.

22 Q Who is he?

23 A He's in partners with Rock City Heavy Haul.

24 Q Okay. He's in partners. Tell me -- I'm
25 assuming why you and your attorney decided to name him in

1 this. What does he have to do with the company?

2 A I really don't know. He comes over there. He
3 uses stuff. He's got trucks over there.

4 Q So he comes over there, and he has trucks there.
5 Do you have, other than someone -- Do you have any
6 evidence that he has anything to do legally with this
7 company?

8 A Me personally?

9 Q You personally?

10 A No, I don't.

11 Q Why did you include him?

12 A Because he's over there all the time. It's
13 a -- What do y'all call it? It's -- It's hearsay that he
14 owns part of it.

15 Q Hearsay. Okay. But your belief is that he
16 owns a piece of it?

17 A It's hearsay that he owns a piece of it.

18 Q Other than the hearsay, you have no evidence
19 that you're aware -- I have no idea why you have named him
20 so I'm asking if you have some evidence could you tell me
21 what it is other than he spends a lot of time there and
22 has trucks there?

23 A Hearsay is that he draws a paycheck from over
24 there.

25 Q Have you ever found any proof of that?

1 A I haven't looked.

2 Mr. Schusterman: Thanks all. Thank you.

3 The Court: Redirect?

4 Mr. Foster: Thank you, ma'am.

5 Further Examination: (By Mr. Foster)

6 Q Mr. Pafford, let me go through some of the
7 things you've talked about. You indicated at one point,
8 if I understood you, and I want to be corrected if I'm
9 wrong. There were some terms laid out on an envelope; is
10 that correct?

11 A Yes.

12 Q Was this about the purchase of the vehicles
13 or was it about your employment or both?

14 A It was about the purchase of the vehicles.

15 Mr. Schusterman: So now I object because
16 he's asking about this. There must be some
17 document I'm not privy to. All I have is the
18 document I've shown.

19 Mr. Foster: Counsel testified
20 (Indiscernible) and that's the purpose of my questions
21 because I don't have it either. I'm trying to establish
22 if it is or is not the document that we finally got to
23 after our last wrangle.

24 The Court: (Indiscernible)

25 Mr. Foster - Resuming

1 Q Sir, I'm showing you Defendant's 1, your notes,
2 which seem to me to be about purchase of a vehicle. Is
3 that the document that you referred to in response to
4 counsel requesting stuff about an envelope you wrote out?

5 A Yes.

6 Q Other than that document, sir, is there any
7 agreement, present or not, where your terms of employment
8 were set out?

9 A No.

10 Q Let me give that back to the judge. Did you
11 look for such a document, sir?

12 A Did I look for -

13 Q Any document that had to do with your terms of
14 employment.

15 A No.

16 Q Sir, I presume that all this time you were
17 doing work, that we've shown the pictures that have been
18 sent up to the court, that you were doing that in
19 expectation of being paid.

20 A That's correct, yes.

21 Q Was the expectation you had for the sum of
22 \$1,500 a week?

23 A Yes.

24 Q Did anyone come to you and say you're not
25 working for that?

1 A No, sir.

2 Q Did anyone say you were working on another
3 basis or some different period or money?

4 A No, sir.

5 Q Did anybody, the defendants or their agents, say
6 you were working for nothing?

7 A No, sir.

8 Q In response to the questions that Mr.
9 Schusterman asked, you indicated, if I heard you
10 correctly, that the defendants made titles; is that
11 correct?

12 A Yes, sir.

13 Q What does that mean?

14 A They buy vehicles and make titles. They have
15 titles for them so they can get them in their name.

16 Q What do you mean by making titles?

17 A They'll fab up a title.

18 Q To be sure we understand and the court has
19 heard, what does fabbing up mean?

20 A They'll take a blank title or a title and
21 remove what's on it and put what they want on it.

22 Q You've seen this?

23 A They've made me one.

24 Mr. Schusterman: I object here. I
25 certainly understand that is wonderful to try

1 and impune the character of my clients. I
2 just want to know the relevancy. Even assuming
3 that this were all absolutely true, what is the
4 relevance to this case?

5 Mr. Foster: Counsel has spent a good bit of
6 time dragging my client out and impuning him.
7 My intent is simply to say, if there's a problem
8 here, there's a problem to be found on both
9 sides. Neither party here can claim to be
10 accurate in terms of their ethics. The point
11 simply being I'm trying to give the background
12 to show what kind of folks the defendants are
13 being and the way they're acting in terms of
14 titles. I believe I'm allowed to do that. I
15 might also add, and I don't mean to be endless
16 with the court, this is a question about
17 testimony (Indiscernible) by Mr. Schusterman. I
18 certainly have the right to follow that up.

19 Mr. Schusterman: My point is that -- not
20 the argument of relevancy. You're absolutely
21 right. I did impune him, and everything I did
22 was, I think, tied to this case specifically.
23 He's one step away from telling him that, you
24 know, Mr. Duncan doesn't treat him right. I
25 mean, you can impune anyone you want but the

1 reality is, I think there has to be some
2 correlation to the case. We're not just going
3 to go on a walk down character lane. That's
4 my original objection of relevancy.

5 The Court: I'm going to allow the question
6 in regards to what was questioned earlier when
7 he mentioned that, titles were fabricated.

8 Mr. Foster: Which I believe has been
9 answered.

10 The Court: Mr. Foster, he only needs to
11 testify to what he has seen himself, no
12 testimony based upon anything that he may have
13 heard. I know he refers a lot to hearsay. He
14 just needs to refer to what he has observed and
15 seen.

16 Mr. Foster: I believe, unless the court
17 corrects me, that he's done that. He said he'd
18 observed this.

19 Mr. Foster - Resuming

20 Q Sir, on this T-Bird that you at one time
21 purchased from the defendants, do you recall that?

22 A I do. I brought it to my house. I was going
23 to take it on a trade.

24 Q When did you return it, sir?

25 A I had it about five to seven days.

1 Q Do you have that car now, sir?

2 A No, sir, I don't.

3 Q To your knowledge, where is it now?

4 A I took back to Rock City and left it parked
5 there.

6 Q Was it ever titled to you?

7 A No, sir, it was not. They begged me to take
8 the title, but I never did take it.

9 Q I presume, sir, that we can agree that the
10 \$14,000 is not worth driving a car for one week.

11 A I wouldn't think so. I even filled it up with
12 gas and cleaned it up.

13 Q Sir, do you believe that you could deliver good
14 title or marketable title on these properties that you
15 were selling to the defendants had they lived up to the
16 terms of their agreement?

17 A Probably so, yes, sir.

18 Q Sir, did they give you some indication to
19 (Indiscernible) to the end of time before they made any
20 payments they promised you?

21 A No, sir, they didn't mention the end of time.

22 Q I believe you indicated that what was going on
23 was that they had continual problems with raising the
24 money?

25 A I think so, yes, sir.

1 Q You think so. Is that what they said?

2 Mr. Schusterman: What Mr. Foster just
3 did is the problem with leading a witness
4 because I have no recollection whatsoever of the
5 witness every testifying to that. I know Mr.
6 Foster wants that to come out so he's leading
7 him, and he's getting affirmation from the
8 witness that that's a true statement. That's
9 why we think it's inappropriate, and I object
10 to that question.

11 The Court: Sustained. Rephrase your
12 question, Mr. Foster.

13 Mr. Foster - Resuming

14 Q Sir, do you have any indication of any payments
15 received by you other than those listed on the spreadsheet
16 and backed up by your checks as modified by the one
17 document that we've been shown by Mr. Schusterman?

18 A No, sir.

19 Q Have you been paid, sir?

20 A No, sir.

21 Q Are you asking to be paid?

22 A I'd just like to settle the matter

23 Mr. Foster: I believe that's all I have
24 of Mr. Pafford.

25 The Court: Mr. Schusterman?

1 Mr. Schusterman: Yes.

2 Further Examination: (By Mr. Schusterman)

3 Q My last question. You have the title to the
4 truck and the two trailers; is that correct?

5 A I think so.

6 Q If you don't have them, where might they be?

7 A I don't know. I have bookoos of titles. At
8 one time I had 25 trailers so you imagine I've got titles
9 out the yang yang.

10 Q As it relates to the truck and the two trailers,
11 if this court orders you to turn over the truck and the
12 two trailers, do you have the ability to do that? To get
13 clean title to the truck and the two trailers to the
14 Duncans?

15 A I'm not 100 percent sure.

16 Q You're not sure. So if I'm correct, you're
17 asking that the money that you've been paid to be given
18 back to you, but you don't have the ability to consummate
19 the deal in the other direction?

20 A I haven't even been paid for my labor much less
21 anything else.

22 Mr. Foster: I believe in terms -

23 Q Well -

24 The Court: Do you have an objection, Mr.
25 Foster?

1 Mr. Foster: I'm going to point out the
2 fact that I believe counsel is asking my client
3 to state what he wants as his legal remedies.
4 Those are stated in the pleadings. He certainly
5 has the right to ask the question, but it's
6 asking a lay person what he wants done. I'll
7 just leave it at that.

8 The Court: Overruled.

9 Mr. Schusterman: Thank you.

10 Mr. Schusterman - Resuming

11 Q You said you haven't been paid. We started this
12 a long time ago with saying you received \$159,067.

13 A You add up 94 or 95 week's labor at \$1,500
14 that's a whole lot more money than that.

15 Q Let me ask you. If the Court said to you that
16 they were going to make the Duncans pay you, you're not
17 telling the court that you have the ability to give them
18 the title to the vehicles -

19 A I'm not making any statement about that.

20 Q But you have no problem making a statement that
21 you should be paid in full for that.

22 A For my labor.

23 Q Not for the -- You're saying you shouldn't be
24 paid for the equipment?

25 A I'm not saying anything. I want a resolution.

1 That's the reason I'm here. My resolution is going to
2 rest on what Martin Foster tells me to do.

3 Q I didn't realize Mr. Foster -- Where does Mr.
4 Foster come in this. I'm asking you what it is that
5 you're looking for?

6 A I'm looking for a resolution to this situation.

7 Q Right. And if the resolution comes out that the
8 court says you are to give my clients the title to the
9 truck and the two trailers, are you capable of doing so?

10 A I think I can, yes.

11 Mr. Schusterman: Nothing further. Thank
12 you, Your Honor.

13 (Gap in recording)

14 A (Indiscernible) was on the registration.

15 Q On the registration.

16 A I never saw the title. I saw the registration.

17 Q How well do you know Mr. Eason?

18 A An associate. I've never been to his house.

19 Q How long a period of time have you been working
20 for -

21 A Come April or May it will be 11 years.

22 Q A long time. Other than the truck registered
23 to him, is there anything else that would lead you in your
24 common sense, everyday life to believe that there is some
25 interest he has in the business?

1 A Friends with Mr. Duncan.

2 Q Okay. Friends. I mean from a legal
3 perspective. Did he ever sign the checks?

4 A No.

5 Q Did he have authority? Did you ever see him
6 exercise authority at Rock City?

7 A No, not officially. He would tell me to do
8 something, but that would be it but officially, no.

9 Mr. Schusterman: Thank you.

10 Mr. Foster: Briefly?

11 The Court: Yes.

12 Further Examination: (By Mr. Foster)

13 Q What sort of things did Mr. Eason tell you to
14 do, sir?

15 A You need to clean your truck up.

16 Q You need to clean the shop up?

17 A My truck. It was his truck. His name was on
18 the title.

19 Q Did I understand for you to clean the shop
20 up -

21 A Truck, T-R-U-C-K.

22 Q Okay. Sir, Mr. Schusterman asked you about
23 your knowledge of this. If you don't mind informing us,
24 what is your salary at Rock City?

25 A 1,600.

1 Q How often, sir?

2 A A week.

3 Mr. Foster: Thank you. I have nothing
4 further.

5 The Court: You're excused. It looks like
6 it's past -

7 Mr. Foster: When does the court wish to
8 resume?

9 The Court: I would say -- It's 12:00 now.
10 We can resume at 1:30 or 2:00.

11 Mr. Schusterman: I don't want to be
12 inappropriate. I'm curious if Mr. Foster has
13 other witnesses he's bringing in.

14 Mr. Foster: We have one and there are,
15 of course, the witnesses for the defense.

16 The Court: So one other witness for
17 plaintiff. 1:30 or 2:00? 1:30.

18 Whereupon - A lunch recess was taken.

19 The Court: Mr. Foster, you may proceed.

20 Mr. Foster: Yes, ma'am. We would call
21 Mr. Arvid Reiter.

22 Whereupon -

23 Arvid Reiter

24 was called as a witness and first being duly sworn,
25 testifies as follows:

1 Examination: (By Mr. Foster)

2 Q Would you state your name please?

3 A Arvid Reiter.

4 Q I would imagine, sir, I need to ask you to
5 spell that for the court.

6 A A-R-V-I-D. Last name, R-E-I-T-E-R.

7 Q Sir, have you any connection or had any
8 connection with Rock City, the defendants in this case,
9 the Duncans and Mr. Eason?

10 A You're going to have to speak up please.

11 Q I'm sorry. I'm asking if you have or had any
12 connection with defendants, the Duncans or Mr. Eason or
13 Rock City Heavy Hauling?

14 A I have.

15 Q And what is that, sir?

16 A I used to drive for them. I also run their
17 shop for a year.

18 Q When was that?

19 A I don't remember the year. I think it was
20 '15.

21 Q Were you there at the same time that Mr.
22 Pafford was employed there?

23 A I was.

24 Q Sir, do you have any knowledge or information
25 or have you observed anything that would affect a view of

1 Mr. Eason's involvement in the company?

2 A Can you rephrase that question.

3 Q I'm asking you for anything you know or have
4 observed as to Mr. Eason's involvement with the company.

5 A I know Mr. Eason used to come in the shop once
6 in a while. He would tell some of the guys what to do,
7 you know, as far as cleaning.

8 Q Now, was this his trucks or other trucks?

9 A His trucks were there, but other trucks were
10 there as well.

11 Q Did he give orders as to the other trucks?

12 A Mainly it was just cleaning the shop. He would
13 direct that. He would tell them what to do.

14 Q Did you observe or know of any other relations
15 between Mr. Eason and the defendants or their company?

16 A Well, one time I was in the office, and Robbie
17 showed me a ledger.

18 Q Let me stop you. Robbie is -

19 A Mr. Duncan, Jr.

20 Q Jr.?

21 A (Indicating)

22 Q Go ahead, sir. He showed you a ledger?

23 A Yeah. He was showing how much he paid Mr. Eason
24 every month.

25 Q Did you see that, sir?

1 A I did.

2 Q Do you recall what he was being paid?

3 A I do not. I know it was either -- I want to say
4 it was either -- I don't remember the exact amount, but I
5 want to say it was either \$6,000 or \$8,000 a month.

6 Q Do you recall seeing any indication in those
7 documents as to why it was being paid?

8 A No, sir.

9 Q Do you have any knowledge as to why it was
10 being paid or do you have any other information on that
11 subject?

12 A Just what I was told by Mr. Duncan, Jr.

13 Q Which was what, sir?

14 A Just some of the stuff that Mr. Eason had
15 purchased.

16 Q Mr. Eason had purchased? He was being paid
17 for what Mr. Eason had purchased?

18 A Yes.

19 Q Purchased for the company?

20 A Yes.

21 Q Do you know what that stuff was?

22 A I do not.

23 Q Sir, did you have any dealings then with Mr.
24 Pafford when you were with the company?

25 A Yes.

1 Q Did he discuss with you his terms of employment?

2 A He didn't discuss with me the terms of his
3 employment, but I remember when I was working the shop for
4 Mr. Duncan, Jr., he was looking for a driver, and I told
5 him about Mr. Pafford. He come over there, and Mr. Duncan
6 told me that he had hired him to drive one of his trucks.

7 Q Did he say anything about the amount he hired
8 him for?

9 A I don't recall.

10 Q Do you have any knowledge, sir, about the
11 terms or the nature of the agreement between Mr. Pafford
12 and the defendants as to the sale of this truck and other
13 property?

14 A I think I filled out an affidavit, I believe.
15 That was two years ago.

16 Q Yes, sir.

17 A Can you just go off of that affidavit. I don't
18 remember a lot of our conversation.

19 Q It is part of the file, if the court will allow
20 me. Sir, I believe you signed an affidavit pursuant to
21 our attempt to retrieve the property by means of a claim
22 and delivery action which, of course, this is. Do you
23 recall that?

24 A Say that again, sir.

25 Q This was originally, sir, and is today, a claim

1 and delivery action to recover property. Do you recall
2 signing the affidavit for that purpose?

3 A I do.

4 Q I am going to ask you this while I'm looking.

5 A Speak up if you will.

6 Q I'm going to ask you this while I'm looking. I
7 apologize for the delay. I might add, as the court will
8 tell you, I'm usually the one saying to speak up in this
9 courtroom. Mr. Reiter, did Mr. Duncan or anyone make a
10 statement to you about their intention or what they were
11 going to do with the property that they obtained from Mr.
12 Pafford?

13 A What I recall -- I believe the affidavit will
14 confirm. I called Mr. Duncan, Jr., and asked him one time
15 about putting an extra axle on my truck.

16 Q Your truck, sir?

17 A Yeah. Our conversation led into Mr. Pafford's
18 Kenworth.

19 Q Yes, sir.

20 A I asked him -- I want you to confirm this with
21 the affidavit. I asked him when he was going to run it.
22 His reply was -- A bunch of paperwork, that he had the
23 paperwork. So I asked him what he was going to do, and he
24 mentioned about parting it out. He said a guy's got to do
25 what a guy's got to do.

1 Q Is this during the time when Mr. Pafford was
2 still working with the company, if you know?

3 A I don't remember.

4 Q Was this during the time when, to your
5 knowledge, he was still waiting to be paid for the
6 property?

7 A I can't remember that as well.

8 Q You were working for the company; is that
9 correct?

10 A Yes, sir. I drove for them, and I run their
11 shop for them. I run their shop for a year.

12 Q Under what circumstances, sir, did your
13 employment with them end?

14 A The shop -- We agreed on paying me \$1,500 a
15 week on the shop, me and Mr. Duncan, Jr. Then I made 30
16 percent off the wrecker.

17 Q Off the wrecker?

18 A The tow truck, yes, sir.

19 Q How was that? How did that work?

20 A Well, anything the wrecker rendered as far as
21 what I made with the wrecker, Mr. Duncan, Jr. paid me 30
22 percent.

23 Q Sir, did you --

24 A Along with the \$1,500.

25 Q Did you receive any W-2s or Social Security

1 statements for this money that you received?

2 A I don't think so.

3 Q So you would have reported your taxes without
4 that information?

5 A I kept records.

6 Q Are you aware of whether other persons in that
7 business received W-2s or received Social Security
8 statements I'll call them.

9 A I can't help you there. No, sir.

10 Q Just to be clear. You're indicating that you
11 don't know or are you indicating that they did not?

12 A I didn't hear you.

13 Q Are you indicating that you do not know or that
14 they did not receive such documents?

15 A As far as the other people, I do not know.

16 Mr. Foster: I'm afraid my searching has
17 failed. I've seen the document, and I believe
18 it's in the court's possession. I don't believe
19 I have any other questions. Thank you, sir.

20 Mr. Schusterman: I have no questions.
21 Thank you.

22 Mr. Foster: We would call Mr. Robert
23 Duncan, Jr.

24 Whereupon -

25 Robert Duncan, Jr.

1 was called as a witness and first being duly sworn,
2 testified as follows:

3 Examination: (By Mr. Foster)

4 Q Would you state your name, sir?

5 A Robert Wayne Duncan, Jr.

6 Q Sir, what is the name of the company you
7 operate?

8 A Rock City Truck Service.

9 Q That is a -- It is not an LLC or a corporation;
10 is it, sir?

11 A It is a corporation.

12 Q Excuse me.

13 A It is a corporation.

14 Q Well, sir, I believe your attorney and I have
15 been through this. It's my understanding that the
16 argument to compel with responses, that there is, in fact,
17 no corporation in your name under that title. Am I
18 incorrect?

19 A You are incorrect. You asked me what company
20 I operated. I operate Rock City Truck Service, Inc.

21 Q Where is that company incorporated?

22 A 154 North Anderson.

23 Q I'm sorry. I'm not clear. Where is that
24 company incorporated? What state?

25 A South Carolina.

1 Q Under the name of?

2 A Rock City Truck Service, Incorporated.

3 Q Then, sir, perhaps you can explain why that name
4 is not found in the Secretary of State's database.

5 A I filed it legally.

6 Q Do you have those documents, sir?

7 A I do not.

8 Q Sir, we can agree that they were provided in
9 terms of Responses to our Discovery.

10 A No one asked me about what company I owned.

11 Q I'm not going to get in a dispute with you
12 about what we required in terms of discovery and what
13 discovery means. You did not give them to Mr. Schusterman
14 to give to me; is that correct?

15 A That is correct.

16 Q I've got, and hoping I haven't messed up too
17 badly, a list of payments, marked as Exhibit 5, that
18 represent what we understood was paid by your company, I
19 will call it that for simplicity sake, to Mr. Pafford.
20 I believe by testimony, I can be corrected, that has been
21 corrected by a receipt for \$10,000 in cash in your favor.
22 I'm handing you Exhibit 5 and ask you, sir, do you have
23 knowledge of any additional payments made to Mr. Pafford?
24 Let me ask this. I'm sorry. Let's go back. Those
25 documents were supplied to us by your attorney. They are

1 to some extent supplemented by what we had. They are
2 documented in the spreadsheet that we have handed up to
3 the court and verified. They have been corrected by
4 testimony to include the \$10,000 we talked about. I am
5 asking you, sir, given that background, whether you have
6 anything or any knowledge to indicate that there is more
7 credit due him.

8 A At this time, I do not.

9 Q Now, sir, assuming that to be the case, and
10 going by the document I have here as Plaintiff's Exhibit
11 6, which I show the court I wasn't trying to run off
12 with, adding the \$10,000 to what have, we have these
13 figures. Assuming the 95 weeks, the wages due my client
14 are \$161,500. Assuming all payments on your behalf -

15 Mr. Schusterman: May I just object. I
16 don't want Mr. Foster assuming the 161,000.
17 If he's assuming it, I want it on the record
18 that he's assuming it based on the court
19 acknowledging the fact there was an increase
20 to 1,500 as of June of 2015.

21 Mr. Foster: That includes the assumption.
22 I'm going by these figures.

23 Mr. Schusterman: I just want to be clear
24 on that. I don't want my client on the record
25 acknowledging something and later it be used

1 against him that he acknowledged that amount.

2 Mr. Foster: I use the word assuming. I
3 will continue to use it.

4 Mr. Foster - Resuming

5 Q Assuming our statement about the change in
6 income and assuming the extra \$10,000, that would mean
7 that Mr. Pafford was owed in wages \$161,500. That if all
8 your payments were applied to that figure, you would have
9 paid \$146,000 leaving, with adjustments, what I understand
10 to be \$24,500. Sir, I'm assuming Mr. Schusterman has
11 explained to you the legal effect of the failure to pay
12 wages?

13 A No, sir.

14 Q It's a question, sir.

15 A I answered it no.

16 Q Okay. Assuming for the moment that the full
17 amount of what you got with the property that you agreed
18 to buy from Mr. Pafford was \$95,000, all the payments you
19 made, received would be, as I understand it, \$148,000 or
20 158,00 let's assume, leaving a balance -- negative balance
21 of \$31,000, which would still leave a sizeable amount due
22 on the property. Now, sir, your Complaint in this matter
23 and part of the Answer and Counterclaim -- Your Answer and
24 Counterclaim in this matter says you either want the
25 property or you want the money for it. Now, I understand

1 you to say, sir, that you have paid for this property; is
2 that correct?

3 A That is correct.

4 Q If you have paid for it, you would have the
5 right to it, would you not?

6 A You would think so.

7 Q Let's first of all start with what you paid
8 for it. Do you agree with amount for all the property was
9 \$95,000?

10 A With title, yes.

11 Q For everything?

12 A Yes, sir.

13 Q So not 85,000 but 95,000?

14 A With some attachments.

15 Q With the attachments.

16 A That I never got.

17 Q At what point did you become aware that there
18 was, in your eyes, I take it, a problem with the titles?

19 A Whenever -- Approximately two years and he never
20 did produce it.

21 Q I'm sorry. Two years after you asked him to
22 produce or two years -- Explain what you mean, sir?

23 A I never did see the title. I saw the equipment,
24 and the titles he did have were not in his name.

25 Q I'm simply asking, sir, and I'm sorry if I may

1 be unclear. Give me an approximate date, as best you
2 can, as to when you became aware there was a problem
3 getting the title to some of this equipment.

4 A I thought there was going to be a problem --
5 eighteen months maybe.

6 Q Eighteen months after the agreement was made?

7 A Yes.

8 Q So if the agreement was made roughly in
9 February 2015, if my math is correct, that would be
10 roughly around August 2016.

11 A That is correct.

12 Q How did you find out there was a problem?

13 A I never did see it.

14 Q That tells me you didn't see it. My question
15 is, how did you find out there was a problem with the
16 title, as you say?

17 A Because he could not produce a title.

18 Q I believe what you said in your so called
19 affidavit -- I believe in the affidavit in this case, so
20 called, it is not notarized.

21 A This is the wrong company.

22 Q Well, let me correct myself. Counsel points
23 this affidavit is, in fact, for your father. Have you
24 seen this document before?

25 A I have not.

1	(Indiscernible)	
2	Q	You've seen it, sir?
3	A	Yes, sir.
4	Q	Would you say it's accurate?
5	A	As much as I know, I can't verify all that in
6		there because I was not a witness to all. I'm going to
7		say at this time I do not know.
8	Q	You're not aware of your father giving this
9		affidavit?
10	A	I have now.
11	Q	Well, you have now. I'm asking whether you
12		were aware before, if I didn't make it clear
13	A	No, sir.
14	Q	Who is Nancy Green Duncan?
15	A	That's my mother.
16	Q	Have you seen this document, sir?
17	A	I have not.
18	Q	You have not seen (Indiscernible)?
19	A	No, sir.
20	Q	So you weren't aware -- You were not aware at
21		the time it was made that it was made?
22	A	You are correct.
23	Q	This document from your mother states that the
24		last payment was made in October 2016. Do you understand
25		that to be correct?

1 A I don't have any idea, sir.

2 Q Sir?

3 A I don't have any idea.

4 Q What is Nancy Green Duncan's connection with
5 the bookkeeping in the company, sir, if any?

6 A It's not any in my company.

7 Q What about any other company?

8 A Rock City Heavy Haul, yes, sir.

9 Q The company that we have been unable to find
10 the existence of?

11 A Right.

12 Q Which item or which piece of personal property
13 do you understand my client is unable to provide a title
14 for?

15 A It's either a 2008 or 2009 truck and trailer.

16 Q That's two items, sir. Are you saying they're
17 both untitled?

18 A I'm not sure what year it is, sir.

19 Q I'm asking you -- You say there's a problem with
20 titles. I'm asking you as to what property you were
21 buying or the company was buying that there was a problem
22 with the title on?

23 A All three. One trailer had no title and the
24 other two were not in his name. As far as I'm aware, you
25 can't sell something that's not in your name.

1 Q So you haven't seen titles to these vehicles?

2 A I have seen two titles, yes, sir. I've seen
3 the copies of titles to a '98 truck, I believe, and a -

4 Q Let me be clear. Of the property your company
5 or you were buying from Mr. Pafford, which titles have you
6 seen? To which vehicles or properties did you see titles?

7 A I seen a copy of titles.

8 Q Copies.

9 A 2003 Kenworth tractor. 1998 Trail King trailer.
10 I believe it's a '98. The other one, he never produced a
11 title for.

12 Q So you're talking about three items, two of
13 which he showed you copies?

14 A Yes.

15 Q One he did not show a copy?

16 A Correct.

17 Q What problem did that present to you, sir?

18 A He had the registration to the 2008 or 2009
19 trailer. He said, you know, he'd be getting the title.

20 Q How much of the total property value was that
21 trailer worth?

22 A You know, that's going to be a judgmental
23 question. I would say 50 percent of the value -

24 Q I'm sorry, sir, my hearing. Say it again.

25 A Fifty percent of the value in the condition

1 that it was in.

2 Q Fifty percent of the value of what?

3 A Of the \$85,000.

4 Q So literally 50 percent of this deal represented
5 that trailer?

6 A Yes, sir.

7 Q It was worth effectively more than the truck
8 itself?

9 A Absolutely in the condition of the other
10 tractor, yes, sir.

11 Q What is the basis of your knowledge as to the
12 worth of these vehicles?

13 A The last 30 years I've been buying and selling
14 trucks and trailers.

15 Q So you have a pretty good idea of what it was
16 worth at the time. Did you make any attempt to -- Your
17 attorney asked questions about this title. Did you make
18 any attempt to join this insurance company, which I gather
19 we believe had some claim on this trailer, in this
20 lawsuit?

21 A They have contacted me, yes, sir.

22 Q No, sir, that's not my question. My question
23 was, I understand what is being said here is or what is
24 being implied here is, that because of this situation with
25 the insurance company there's a cloud on the title. What

1 I'm asking is, since you asked either to get the whole
2 thing back or to go (Indiscernible) the whole agreement,
3 have you made an attempt to joint that insurance company
4 in this action?

5 A I'm not 100 percent clear what you're asking
6 me, but --

7 Q Are they parties in this case?

8 A They are not.

9 Q Did you attempt to make them parties in this
10 case?

11 A I have not.

12 Q How long ago was this deal that you talked
13 about or that you've implied, how many years ago did
14 Mr. Pafford supposedly, in your eyes, deal with the
15 insurance company?

16 A I'm not 100 percent correct. I know that after
17 Friday you had talked to Mr. Metcalf. He had contacted
18 me --

19 Q Who contacted you?

20 A Mike Metcalf.

21 Q What I'm trying to ask though is -- Go ahead
22 with your answer.

23 A You contacted Mr. Metcalf on Friday.

24 Q He being who, sir?

25 A Mike Metcalf.

1 Q No, sir. Who is he who contacted Mr. Metcalf?

2 A You did.

3 Q He being Mr. Pafford?

4 A No, sir. You.

5 Q He being Mr. Schusterman?

6 A You.

7 Q I contacted Mr. Metcalf. Go ahead.

8 A He expressed his concerns on -

9 Mr. Foster: Again, I'm going to object
10 to anything Mr. Metcalf said unless he's here.

11 A Okay.

12 Mr. Schusterman: It's absolute hearsay.
13 I have no problem -- The questions are baiting
14 my client into a hearsay answer, and then he's
15 objecting to the answer to his own question.
16 The way he's formulating it, it has to be
17 hearsay. The question can only lead to a
18 hearsay answer.

19 Mr. Foster: If the answer is hearsay,
20 presumably Mr. Duncan and his attorney are big
21 boys who can stand up and say that's hearsay.
22 If he has actual knowledge of it, he can say,
23 here's my actual knowledge. If his knowledge
24 of it is, I understand from talking to Mr.
25 Metcalf so and so, that I understand is

1 allowable. The words are not allowable, to
2 my understanding, is the judge's ruling.

3 The Court: Rephrase your question, Mr.
4 Foster.

5 Mr. Foster: I'm sorry, ma'am.

6 The Court: Rephrase your question.

7 Mr. Foster: If I can remember at this
8 stage.

9 Mr. Foster - Resuming

10 Q You asked, sir, in your Complaint to either
11 get the property or have it renounced and get all your
12 money back. Let me ask you this, sir. Have you given
13 my client what is called a Notice of Recision, a notice
14 that you intend to wipe out the agreement?

15 A I have not.

16 Q Did you use the trailer, the truck and the
17 trailer in this whole thing, in the process of running
18 your business?

19 A The trailer -- Which one are you referring to,
20 sir?

21 Q Any of them.

22 A The 2008 or 2009 truck unit, yes, I did.

23 Q How often did you use it?

24 A I have no idea.

25 Q Every month?

1 A Possibly.

2 Q More than that? Perhaps every week or every
3 two weeks?

4 A I really don't know the answer to your
5 question a this time.

6 Q Sir?

7 A I don't know the answer to your question at
8 this time.

9 Q Okay. During the time you had the truck and
10 the other -- I'll call it the vehicles. You had some
11 repairs done on them; is that correct?

12 A That is correct.

13 Q Do you believe you have the right to ask for the
14 repair costs?

15 A I do.

16 Q Let me pose a suggestion to you, sir, if the
17 court will allow. If I were to go out and buy a car on
18 time, and the car broke down. I would normally be doing
19 repairs on that car, would I not?

20 A That is correct, yes, sir.

21 Q Do you have any documentation to show the
22 amount you owed or you paid Mr. Pafford for his work for
23 your company?

24 A As far as the driving job?

25 Q As far as his work, sir, his wages.

1 A Yes. No. No, I do not.

2 Q Did you intend -- Well, let me put this way.

3 Did you supply Mr. Pafford with either W-2s or hoping I'm
4 using the right word, 1099s to indicate the money that had
5 been paid to him?

6 A I have not.

7 Q Let me hand you back Exhibit 3, Plaintiff's 3.

8 Sorry. I'm wrong. Let me find it.

9 Mr. Foster: With the Court's permission,
10 I'm going to hand up a copy unless we spend a
11 lot of time looking for these and with
12 counsel's permission, of course.

13 The Court: The witness has them.

14 Mr. Foster: Thank you.

15 Mr. Foster - Resuming

16 Q Was it your understanding (Indiscernible). Let
17 me also hand you Exhibit 6. That is to say Plaintiff's
18 5 and 6. Plaintiff's 6 has two columns, among others.
19 One is for amount paid. One is for -- Well, amount paid,
20 that is true. We have a division as to what was expense
21 and what was paid otherwise. You have checks here.
22 Counsel spent some time asking Mr. Pafford whether the
23 checks he received were payments on the vehicle purchases,
24 as I call them, as wages. Using your checks, your company
25 checks, there are some here among them that say equipment

1 purchase. There are some here that say nothing. Are you
2 capable of telling us which are which?

3 A No, but the checks do. It says on there
4 equipment purchase. I'd think that was what it was for.

5 Q What, sir?

6 A On the check, equipment purchase. I'd have to
7 go with what the check says.

8 Q What about the ones that say nothing?

9 A That would be payroll.

10 Q So for the Court to straighten this out, which
11 I'm sure she's looking forward to, the ones that say
12 nothing would be payroll. The ones that say equipment
13 purchase are to be equipment purchase?

14 A I'm assuming that. I didn't write the
15 checks.

16 Q Who would know?

17 A My mother. She's the one -

18 Q Presumably your mother made them out at your
19 direction.

20 A Absolutely not.

21 Q So she made them out on her own say so?

22 A Yes, sir. I don't have anything to do with
23 that company's payroll.

24 Q Okay. Who, if anybody, directed your mother
25 as to what she put on the checks?

1 A It would be my dad and Mr. Pafford.

2 Q Mr. Pafford directed her as to what to put on
3 the checks as to whether they were purchases or wages?

4 A Sir, I was not present at the time. I have
5 no idea.

6 Q So the checks just got written, and you
7 presumably signed a good many of these; is that correct?

8 A No, sir.

9 Q It is or is not?

10 A That is incorrect.

11 Q So all these checks are signed by who? Your
12 father?

13 A My father and Dewey Franklin and -

14 Q Who is Dewey Franklin?

15 A He was our safety manager, my mother.

16 Q I'm going to ask you to begin with to point
17 out Mr. Franklin. I don't see those here. Some of
18 these signatures are a bit (Indiscernible) so perhaps
19 I don't understand them. Can you point out to me here on
20 Exhibit 5 which of those checks were signed by Mr.
21 Franklin?

22 A It looks like one for sure and maybe four or
23 five more. It's hard to read.

24 Q With the court's permission, I'm going to ask
25 you to come forward and show her those because I can't do

1 it otherwise. Please come on up, sir.

2 A (Witness complies) I believe that's Mr.
3 Franklin?

4 Q That's what you believe it is?

5 A Yes.

6 Q Is Mr. Franklin here to testify today, sir?

7 A No, sir, he is deceased.

8 Q Please have a seat. If I'm asking the same
9 questions again, I apologize. I want to be clear.

10 A Yes, sir.

11 The Court: Mr. Foster, before you proceed,
12 but that was check number - I believe it was
13 30551 was the check that you pointed out, and
14 it was Plaintiff's Exhibit 5.

15 Mr. Foster - Resuming

16 Q Again, sir, going to your Answer, your Amended
17 Answer. You asked in the alternative for -- what I'll
18 call generically the vehicles or in the alternative to
19 undo the agreement. Do I understand correctly to say that
20 you are willing to take the trailer at this point?

21 A No, sir. I do not possess stolen property.

22 Q Well, that's in your document, sir, is all I
23 can tell you without arguing with you.

24 A Well, after finding out the information that I
25 have found out, I do not wish to -

1 Q Sir, you found that out, according to your
2 testimony, in or about August 2016. This case was
3 filed originally in August of 2017. Your Amended Answer
4 was filed in May of 2018. So if there's a problem with
5 the title, shouldn't that be reflected in your pleadings.

6 A I just found out this last Friday the whole
7 story on the trailer.

8 Q What is the whole story briefly and going into
9 hearsay? What do you think you know now that you didn't
10 know in August 2016?

11 A Century Insurance Company owns the trailer at
12 this point in time.

13 Q I'm asking you what you know. What do you know
14 now that you didn't know when you filed your Amended
15 Answer about the title?

16 A That Mr. Pafford has not owned that trailer
17 since like -

18 Q Sir, that's in your pleadings, and the claim
19 of it is in your pleadings.

20 Mr. Schusterman: Can we allow the witness
21 to answer, and then we can determine whether or
22 not it's responsive. He's getting words into
23 an answer, and he's getting cut off.

24 The Court: One more time Mr. Foster.

25 Mr. Foster: I understand.

1 A Century Insurance Company has contacted me -

2 Q I'm sorry. Who contacted you?

3 A Century Insurance Company.

4 Q Sir, anything they told you is hearsay unless
5 you have them here to talk. They're not here are they?

6 A I witnessed the conversation.

7 Q Yes, sir. (Indiscernible) I'm asking you what
8 you know, and I understand you're about to say what you
9 think you understand with somebody who told you about a
10 third party. The third party is not here, are they?

11 A No, sir.

12 Mr. Schusterman: I would like for the
13 record to reflect that the original question
14 that Mr. Foster asked, what do you think you
15 know today that you didn't know when the
16 pleadings were filed. My client has said, well,
17 I learned something last Friday. Mr. Foster
18 then said, what do you think you know, and he
19 starts answering that's he's contacted by
20 Century when he's cut off then as hearsay. I
21 don't think you can ask the question and then
22 at that point stop the witness from answering
23 because you put them in that position.

24 Mr. Foster: I believe the gentleman said
25 he contacted Century, not vice versa.

1 Mr. Schusterman: No, he didn't. I think
2 he said that Century Insurance contacted my
3 client.

4 Mr. Foster: And those people are not here
5 today. Very well. My understanding
6 (Indiscernible) which I gather he's already
7 said, is that he believes something based upon
8 what Century allegedly told him last Friday,
9 four days ago. Those people have not been
10 asked to be here. No documentation
11 (Indiscernible).

12 Mr. Schusterman: With all due respect,
13 he's not asking him to repeat and say. What
14 does he understand. He can certainly say based
15 on his interaction with Century it is my
16 understanding that dot, dot, dot. If we're
17 going to say that's hearsay, then everything
18 that a human experience learns is all hearsay
19 because it was at one point told to us. There
20 would be no such thing as not hearsay. It's
21 direct quotes that are objectionable, not
22 necessarily implication of a conversation.

23 Mr. Foster: First of all, the question
24 was -

25 Mr. Schusterman: Can I just put that on

1 the record? That's all I'm asking, without
2 being cut off. Thank you.

3 Mr. Foster: My question, going back to
4 it, is what new or different does he understand
5 as a result of this conversation? He then
6 indicated you're getting this from a
7 conversation with Century. I will solve the
8 problem with the Court's allowance.

9 Mr. Foster - Resuming

10 Q Based upon your conversation with Century or
11 what you tell us was Century - I'm not asking what they
12 said. I'm asking you what you understood was different
13 about your understanding as to the title this Friday as
14 against August 2016?

15 A That they have always had interest in that
16 trailer since -

17 Q Is that not -

18 Mr. Schusterman: Objection. He has yet
19 to finish a sentence. Can I have my witness
20 just finish his sentence and they alternate
21 speaking. This is at least the sixth time since
22 my client has been up there that in mid sentence
23 he's been cut off.

24 Mr. Foster: I believe he's answered the
25 question. If I'm incorrect he can continue to

1 answer.

2 Mr. Schusterman: He was speaking.

3 The Court: Mr. Foster, do you have anything
4 further to add?

5 Q Sir, do you have anything to add that you
6 understood as of last Friday, that you did not earlier?
7 Did I cut you off in anything?

8 A I have learned that they have had interest in
9 that trailer since approximately 2011.

10 Q Which I believe is what you said before, was it
11 not, sir?

12 A Yes.

13 Q And it's what you said in your Complaint, your
14 Amended Answer and Complaint. So there's nothing new that
15 you found out, was there? Did I cut him off this time?

16 Mr. Schusterman: Thank you.

17 A I was getting there. They have had interest
18 in the trailer since 2011. They are the owner of the
19 trailer according to -

20 Q You are so informed -

21 Mr. Schusterman: That's seven times.

22 The Court: Mr. Foster, allow him to
23 finish.

24 Q Go ahead, sir.

25 A They have interest in the trailer, and that

1 they are the legal owner according to them. The trailer
2 was reported stolen, and they did pay out on the trailer.

3 Q Well, that's a bit more than your understanding
4 I think. How is that different from what's in your
5 Complaint?

6 A Well, the trailer is -- I pretty sure it's
7 definitely stolen.

8 Q Sir, that's in your Complaint. So I suggest
9 to you that there's nothing that you're telling us today
10 that you didn't know in August 2016. You told us you made
11 no attempt to join Century. Have they been informed of
12 this lawsuit?

13 A They have. Yes, they have.

14 Q Did they ask to join it?

15 A They have not at this time.

16 Q Would that be because what you're narrating
17 are instances of something that's happened 10 or 11 years
18 ago?

19 A Absolutely not. They are -- I'm meeting with
20 them Thursday.

21 Q Sir, you've seen or I trust your attorney has
22 seen titles in this case.

23 A Right.

24 Q The titles in question would show Mr. Pafford's
25 name, do they not?

1 A (No response)

2 Q Except the one that was transferred to him
3 from (Indiscernible); isn't that correct?

4 A That is incorrect.

5 Q Okay. So how is it incorrect?

6 A There's not a 2008 or 2009 truck and trailer
7 in there.

8 Q Have you made any attempt to get a copy of
9 that title?

10 A I have not.

11 Q Did you ask it of Century when they contacted
12 you or you contacted them?

13 A We are discussing this on Thursday.

14 Q Well, that isn't my question, sir. My question
15 was whether you or they have made any attempt to get a
16 copy of the title?

17 A I'm sure they have (Indiscernible).

18 Q You have a document, do you not, that shows
19 the VIN number of that trailer, do you not?

20 A Right. It says that the owner is Century
21 Insurance Company.

22 Q Do we have that document, sir?

23 A It's right there I believe.

24 Q Again, I believe what you're going to show me
25 is this third party document which I believe is clearly

1 hearsay.

2 Mr. Schusterman: May it please the Court,
3 when someone makes a statement, they open the
4 door. They don't get then to close the door.
5 They open the door to -- When you ask a witness
6 do you have any evidence that the title is to
7 Century? Yes, I do. I have a document. That's
8 hearsay. The fact is it may be hearsay. I
9 agree, but then he shouldn't have asked the
10 question. When you ask the question, you open
11 the door, and you live with the answer. Now,
12 the answer is it's a third party. The fact is
13 that -- I submit that this now admissible. The
14 Court may give it no weight. The Court may
15 completely agree with Mr. Foster that it
16 shouldn't be given great weight, it's a third
17 party document. It's admissibility becomes
18 automatic upon him opening the door and asking
19 the question.

20 Mr. Foster: If I may respond. I believe
21 the tone of my question was do you have the
22 title. Have you sought to get the title? Has
23 Century sought to get the title. That's not
24 a title.

25 Mr. Schusterman: That's not the question.

1 He asked, do you have any documentation that
2 shows Century Insurance as the owner. That was
3 the question. He said, yes, I do. I have a
4 document here.

5 The Court: Mr. Foster, you asked the
6 question about the document. I don't know that
7 it follows -- It's Mr. Foster's witness right
8 now. It may be though that it's not hearsay if
9 you would like to put it in.

10 Mr. Schusterman: I'm just making the
11 argument that when Mr. Foster said, well, that's
12 clearly hearsay, it may well be hearsay, but the
13 door has been opened by the question -- by his
14 question.

15 The Court: I certainly think testimony
16 is -- The door has been opened for the
17 testimony. He doesn't necessarily then have to
18 put (Indiscernible).

19 Mr. Schusterman: I don't think it is
20 inadmissible anymore solely on the hearsay
21 argument, my argument, Your Honor. That is
22 not automatically inadmissible because of
23 hearsay when the door was opened by the
24 question. That is what I was saying.

25 The Court: Mr. Foster, the way you're

1 asking the question -

2 Mr. Foster: You believe the door was
3 opened.

4 The Court: Yes.

5 Mr. Foster: Okay.

6 The Court: I think you leave the door
7 open.

8 Mr. Foster: I understand.

9 The Court: I'll also say that that
10 document is not in evidence.

11 Mr. Foster - Resuming

12 Q Mr. Duncan, we've heard testimony that your
13 company fabbed up titles. Are you aware of this?

14 A I am not.

15 Q You have no knowledge of it? Didn't do it
16 for it Mr. Pafford, didn't do it for anybody else?

17 A Absolutely not.

18 Q If I've asked this before, I'm sorry, sir.
19 What connection does Mr. Eason have with your company?

20 A Absolutely none.

21 Q Excuse me, sir.

22 A Absolutely none.

23 Q So you never make regular payments to him?

24 A He has leased some trucks to me, but as far as
25 Rock City Heavy Haul, he's got nothing to do with it.

1 Q What gives him authority, sir, should the
2 (Indiscernible) so believe it, to go in and tell your
3 shop mechanics what to do?

4 A Because he's a neat freak, and he likes to
5 clean things.

6 Q Sir, I suggest to you -

7 A A friend of mine (Indiscernible) my employees
8 got behind theirselves. I didn't know that that was a
9 problem. That's all new to me.

10 Q So the fact that he's telling your employees
11 to do doesn't concern you and doesn't indicate any
12 ownership of property?

13 A Absolutely not.

14 Q Is there a document organizing Rock City or
15 whatever company you're operating, sir?

16 A Is there a document?

17 Q Yes, sir. Is there a partnership agreement?
18 Is there an LLC agreement? Is there a corporate document?

19 A For which company?

20 Q For any company you're operating, sir.

21 A For Rock City Truck Service there is, yes.

22 Q Has that been supplied to us, sir?

23 A It has not been asked for, no, sir, to answer
24 your question.

25 Q Well, sir, I can stop and read you a Discovery

1 Requests which I believe do include a request for any such
2 thing. This document, sir, Plaintiff's 5 has a check.

3 This one, for example, says Rock City Heavy Metal, Inc.

4 A Heavy Metal? I have never heard that before.

5 Q Heavy Haul. My apology.

6 A Okay.

7 Q Do you see that, sir?

8 A I did not. Yes.

9 Q Is that your signature on it?

10 A No, sir.

11 Q Is that your father's signature, if you know?

12 A Not that I'm aware of.

13 Q Well, someone signed it, can we agree, Robert
14 W. Duncan?

15 A Yes. I agree with that, somebody signed it.

16 Q And your testimony is that Rock City Heavy
17 Haul, Inc., is a (Indiscernible) South Carolina
18 Corporation?

19 A At one time, yes, sir.

20 Q Is it today?

21 A No, sir.

22 Q (Indiscernible) I see other checks here, for
23 example, this one 5-12-16 for \$20,000, Robert W. Duncan
24 d/b/a Rock City Truck. Is that your signature, sir?

25 A Absolutely not.

1 Q Do you understand it to be your father's
2 signature?

3 A Possibly.

4 Q You don't know?

5 A I mean, I was not there when it was wrote, if
6 that's what you're asking me.

7 Q Sir, I assume, and I'm not trying to harass
8 you, you are (Indiscernible).

9 A Yes, sir.

10 Q I assume you know what your father's signature
11 looks like.

12 A At times, yes. I didn't say it wasn't his
13 signature. I'm just saying that he's got some different
14 signatures, yeah. It's not always good.

15 Mr. Foster: My apologies to the court.

16 Q Sir, I may have asked this. If I have, I
17 apologize. I'm not trying to harass you. Do you know
18 the date of these alleged occurrences about the trailer --
19 Tell us put the title in the name of Century?

20 A I do not have the exact date, no, sir.

21 Q Do you have an approximate date?

22 A I do not. I believe it's on that letter.

23 Q I'm sorry. Would you repeat?

24 A I believe it's on the document I brought to
25 court.

1 Q Are you referring to the one that Mr.
2 Schusterman and I (indiscernible) each other?

3 A Yes, sir.

4 (Indiscernible)

5 Q Sir, assuming there's any veracity in that
6 document, it's dated 2011. Have you have any
7 conversations with (indiscernible), and I don't want to
8 ask anything improper. So do you understand the meaning
9 of the term statute of limitations?

10 A I do.

11 Q Sir, we're now talking apparently about a
12 claim that you're making regarding a ten year old
13 occurrence.

14 Mr. Schusterman: Objection. My client
15 is not making any claim. He's merely
16 articulating facts that have occurred. He is
17 not staking any claim to this. This all
18 started with, do you want the trailer, and my
19 client said, I really don't. It's stolen.
20 That's where this all came from. He's not
21 staking any claim in anyway. I don't want to
22 -- I'm not dictating where Mr. Foster goes with
23 his questioning, but to assert that my client
24 is staking some type of claim, it's not true.

25 Mr. Foster: The pleadings say what they

1 say. The pleadings claim any alternative for
2 the vehicles or to get the whole thing revised
3 and rescinded. Whether that's proper or not
4 under the circumstances is another matter. I
5 am trying to find out (indiscernible) is based
6 upon claim of a problem title. Based upon the
7 document that I'm being shown, that's not in
8 evidence, that claim is now ten years old.

9 A It is not. That says 2011. Ten years from
10 that would be 2021, correct?

11 The Court: Wait one minute.

12 Mr. Foster: Excuse me.

13 The Court: I just told him to wait minute
14 because we were still talking about whether or
15 not the question was appropriate.

16 Q Would you repeat what you just said, sir?

17 A Yes, sir. According to that document, it
18 happened in 2011. You're saying it's ten years old.

19 Q I'm asking. I'm not interrupting.

20 A I'm telling you that it is not -- It's like
21 nine years old.

22 Q I again ask you, sir, do you know what the
23 statute of limitations would be as to claiming ownership
24 of a piece of property after nine years?

25 A No, sir. I'm not an attorney.

1 Q Have you explored that fact legally in this
2 case?

3 A I have not yet.

4 Q We'll, we're at trial, sir. That's my point
5 in asking.

6 Mr. Schusterman: I'm assuming, if I may,
7 that since Mr. Foster is articulating it that
8 he has (indiscernible) statute of limitations,
9 has some (indiscernible) if he's articulating
10 that one question. I'm assuming that somewhere
11 in his pleadings there's some staking out that
12 claim. He's not just coming up with it now
13 off the cuff.

14 Mr. Foster: I am asking the question as
15 to assertions being made by the defendants as
16 to their right to get out of this agreement
17 and/or to get the property back, and I'm
18 exploring that. I will be happy to set forth
19 any legal claims I have either in a brief or
20 in final closing.

21 The Court: I would say that if that is
22 something -- If that comes, then we can deal
23 with that issue.

24 Mr. Schusterman: Thank you. I appreciate
25 it.

1 Mr. Foster - Resuming

2 Q Mr. Duncan, did you ever ask Mr. Pafford to
3 sign a document showing that he was transferring this
4 property to you?

5 A I don't remember.

6 Q I'm going to show you this.

7 A Okay.

8 Q Have you ever seen a document before, sir?

9 A I have not.

10 Q It is *Part VI* Duncan. Who is it
11 witnessed by? Can you tell me who witnessed by?

12 A I don't know where that says
13 witness.

14 Q I would propose to you this signature over here
15 is a signature. I'm asking you, to your knowledge, if
16 you know, whose signature that is.

17 A It appears to be my dad's.

18 Q So you've never seen this before?

19 A I have not.

20 Mr. Foster: I have no further questions of
21 Mr. Duncan, Jr.

22 The Court: Mr. Schusterman?

23 Examination: (By Mr. Schusterman)

24 Q How long have you known Mr. Eason?

25 A Approximately 25 years.

1 Q Is he close friend of yours?

2 A (Indiscernible)

3 Q What does he do for a living?

4 A He's a roofer.

5 Q We heard earlier, I think it was Mr. Deas
6 (phonetic) said he drove a car that was registered to him,
7 a truck?

8 A It was actually leased from him.

9 Q Who leased it?

10 A Rock City Heavy Haul leased it from Fred Eason.

11 Q Was that the first and only time -

12 A Yeah. It's like having a bank. The same thing.
13 About (indiscernible) in the bank's name and then it's
14 leased to me to use and at the end of the lease I own it.

15 Q So Mr. Eason bought this truck, and you were
16 leasing it from him?

17 A Yes.

18 Q Everybody who's testified seems to be very
19 familiar with Mr. Eason so he comes by your shop a lot?

20 A A lot, yes.

21 Q Has he ever been an owner? Let's back up. How
22 long has Rock City been in business?

23 A I'd have to -

24 Q Ballpark.

25 A Ten years.

1 Q What did you do before ten years ago. You said
2 before that you have 30 years experience doing this?

3 A Yes, sir. I owned Southeastern Truck.

4 Q So you owned another company.

5 A Yes.

6 Q Was Mr. Eason a part of that company?

7 A Absolutely not.

8 Q When you formed ten years ago, this company
9 you're in now, and I don't care whether it's Rock Hill --
10 Rock City Heavy Haul, whether it's Truck Services, has he
11 ever been a part of any of those companies?

12 A Absolutely not.

13 Q In anyway, shape or form?

14 A Absolutely not.

15 Q When you reviewed the monies that Mr. Pafford
16 put into evidence, that spreadsheet, Exhibit 6, it was
17 fairly accurate, wasn't it?

18 A I think so, yes.

19 Q I mean, you really don't have -- There is
20 nothing on there you would take exception to. So when we
21 came up with the number earlier today when you heard you
22 me come up with that number, 159,067.

23 A That sounds correct.

24 Q Within a hundred dollars you believe that's
25 what you paid?

1 A Correct.

2 Q So the money we agree with. What you don't
3 agree with is -- Tell me this \$1,000 to \$1,500 situation.
4 Did you ever give him an increase in pay from at \$1,000
5 to \$1,500?

6 A I have not. Mr. Deas (phonetic) was here
7 earlier, and he testified. He'd been with me 11 years.
8 He makes \$1,600 a week. It's actually -- To break it
9 down, he makes \$1,080-something a week before taxes and
10 then there's a \$413 per diem on his check. He started out
11 at \$800 pulling with me (indiscernible). Over the years,
12 we've grown together. He's hauled the very large trailers
13 that only a few drivers I have can pull.

14 Q Would someone who has been with you for, at
15 that point, four months, would they get an increase from
16 \$1,000 to \$1,500?

17 A Absolutely not.

18 Q Never promised it in anyway?

19 A No, sir.

20 Q You do agree that you owe him -- Again, we're
21 not going to argue whether it's 91 weeks. I think he
22 said 94 weeks.

23 A That's sounds right.

24 Q At \$1,000 a week.

25 A That's correct.

1 Q At no time did you -- Let me ask you. Did you
2 ever increase the pay at any point? Not just in June
3 of 2015 but did he ever get an increase in pay?

4 A No, sir. The only way a person would ever get
5 something extra, if they went out beyond their normal work
6 and, you know, maybe a weekend they pulled something or
7 whatever. It may be a few extra dollars, something like
8 that.

9 Q But certainly not --

10 A I would never jump somebody \$500 on pay.

11 Q The other factor that's not in there is this
12 \$14,000 credit for the T-Bird.

13 A Right.

14 Q Did you agree to take the T-Bird back and give
15 him the 14-K back?

16 A I did not.

17 Q How did that come about?

18 A Me and my father was out of town. We come
19 back, and it was there. I think that Mr. Pafford and
20 Mr. Reiter brought it back per my employees.

21 Q But you definitely agree you had an agreement
22 for \$14,000. We see that in an exhibit.

23 A Absolutely.

24 Q Was there ever an agreement that he could
25 bring it back and get the credit back?

1 A Not that I'm aware of.

2 Q The only other person who might be aware would
3 be your father?

4 A Right.

5 Q You never said, oh, we'll take that \$14,000
6 and put it back -

7 A Absolutely not.

8 Q The other thing that's not on the accounting is
9 -- We spoke briefly this morning with Mr. Pafford about a
10 truck repair. Tell me about the truck repair?

11 A He owned another tractor also. He wants repairs
12 done. We made them through our shop. I'm not 100 percent
13 how much it was, but it was around \$8,000 maybe, something
14 like that, repairs made to the truck.

15 Q And that \$8,000 in repair, what did you do for
16 \$8,000 for the repair?

17 A I believe we replaced the front bumper, the
18 two front fenders, repainted the hood, had some damage
19 to the back of the sleeper, repaired that, painted that.
20 We put on four shocks, sandblasted the frame and painted
21 it back black. It took approximately one week. Then
22 we had the truck polished out. He had a heavy crack on it
23 also that was polished out.

24 Q So when the truck came back, did Mr. Pafford pay
25 you the \$8,000?

1 A No, sir.

2 Q How did it work?

3 A We just took it off.

4 Q You took it -

5 A Took it off what I owed him.

6 Q Okay. So it was part of the (indiscernible)?

7 A Right.

8 Q No different than the \$14,000.

9 A Right.

10 Q But he never paid you any for it? It's not

11 like he took -- You didn't take part money. You never

12 got a penny for that?

13 A No, sir.

14 Q Did you actually speak to Mr. Pafford about

15 giving a credit for the \$8,000.

16 A We had an agreement when (indiscernible) bought

17 the truck that, you know, all repairs would just be off

18 the equipment purchase.

19 Q Two last things. Tell the Court the condition

20 of that 2003 Kenworth when you got it in February of '15.

21 A It was in very poor condition as far as the

22 DOT is concerned, the tires and brakes and overheating

23 problem and paint. I mean, it just had some issues,

24 transmission and things like that.

25 Q Have you repaired that truck?

1 A Absolutely.

2 Q What did you spend? Obviously, you do those
3 repairs yourself or you send them out?

4 A It's in house. Our shop does it.

5 Q How much did you spend on improving that
6 Kenworth after you got it?

7 A Approximately between, I would say, \$18,000
8 and \$19,000.

9 Q Let me ask you. Mr. Foster brought up a point
10 about requiring repairs. By you doing that work, did it
11 increase the value for the Kenworth at all?

12 A Absolutely.

13 Q Can you tell me what you think the value of
14 the Kenworth was when you got it, and then after putting
15 that money in, how much of the increase in value did you
16 get by doing those things?

17 Mr. Foster: I'm going to object to the
18 questions. Once again, the relief which the
19 defendants have asked for, they deny the wages.
20 They asked for (indiscernible) truck back or the
21 result of their contract. That question goes
22 to neither of those matters. It does not go
23 to the contract, what the amount was, which was
24 established. It does not go to the question of
25 what's been paid on it. It is simply another

1 issue. If we were dealing with a
2 (indiscernible) in which the court could
3 simply say, I'm going to redo the contract, and
4 this is what I think, that would be another
5 matter. That is not before the court.

6 The Court: I'm going to allow the
7 question and note your objection.

8 Mr. Schusterman: Thank you.

9 Mr. Schusterman - Resuming

10 Q Tell me what the value was when you bought it,
11 and what it became after the improvements?

12 A I'd say approximately between \$22,000 to \$24,000
13 and approximately now between \$35,000 to \$37,000.

14 Q So from \$22,000 to \$24,000 to \$35,000, \$37,000?

15 A Yes.

16 Q I guess lastly, how much damage was done to
17 your home when Mr. Pafford says all he did was clip a
18 lock and go into ---

19 A I would say approximately between \$10,000 and
20 \$12,000.

21 Q Tell me where you're getting -- Mr. Pafford said
22 all he did was he clipped a lock. What else did he do?

23 A On the video, whenever they -- they, you know,
24 knocked the window out and went through the window and cut
25 the lock off, evidently the garage door was not all the