

## FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

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

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS

Branch Banking and Trust Company, )  
Plaintiff, )

Case No.: 2014-CP-

v. )

**SUMMONS**

New Venue Technologies, Inc. and )  
Terris S. Riley, )

Defendants. )

FILED  
2014 DEC - 1 PM 3:40  
RICHLAND COUNTY

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at Post Office Box 944, Columbia, South Carolina 29202, within thirty (30) days of the date of service, exclusive of such day. In the event you fail to answer within the stated time, judgment by default will be rendered against you for the relief demanded in the Complaint.



Paul H. Hofer [SC Bar #77506]  
ROBINSON, MCFADDEN & MOORE, P.C.  
Post Office Box 944  
Columbia, SC 29202  
Email: [phofer@robinsonlaw.com](mailto:phofer@robinsonlaw.com)  
(803) 779-8900  
Attorneys for the Plaintiff

December 1, 2014

STATE OF SOUTH CAROLINA )  
 COUNTY OF RICHLAND )  
 Branch Banking and Trust Company, )  
 Plaintiff, )  
 v. )  
 New Venue Technologies, Inc. and )  
 Terris S. Riley, )  
 Defendants. )

IN THE COURT OF COMMON PLEAS

Case No.: 2014-CP-

**COMPLAINT**  
**(Collection; Claim and Delivery)**  
**(Verified)**  
**NON-JURY**

FILED  
 2014 DEC -1 PM 4:40  
 RICHLAND COUNTY

The Plaintiff above named, complaining of the Defendants herein, alleges that:

1. Plaintiff Branch Banking and Trust Company ("Bank") is a banking institution duly organized and existing under the laws of the State of North Carolina.
2. Upon information and belief, Defendant New Venue Technologies, Inc. ("New Venue") is a corporation organized and existing under the laws of the State of South Carolina, with a principal place of business in Richland County.
3. Upon information and belief, Defendant Terris S. Riley ("Riley") is a resident of Richland County, South Carolina.

**FOR A FIRST CAUSE OF ACTION**  
**(Collection)**

4. Plaintiff incorporates and references the foregoing allegations of the Complaint.
5. On or about June 10, 2013, New Venue executed a Promissory Note, a copy of which is made part of this Complaint as **Exhibit A**, in favor of Bank for Three Hundred Thousand Fifty Dollars & 00/100 (\$350,000.00), plus interest as set forth therein ("Note #1").

6. On or about June 11, 2014, New Venue executed a Note Modification Agreement in favor of Bank associated with Note #1, a copy of which is made part of this Complaint as **Exhibit B**. Note #1 and the modification thereof shall be referred to hereafter collectively as "Note #1."

7. In and by the terms of the Note, the failure to pay any installment of either principal or interest or any portion thereof when due shall be a material default of the Note, and the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice.

8. In and by the terms of the Note, in the event of default, Bank has the right to increase the interest rate on the Note to a variable rate equal to the Bank's Prime Rate plus 5.00% per annum ("the Default rate").

9. In and by the terms of the Note, the maker shall pay all costs of collection, including reasonable attorneys' fees, if the Note is placed in the hands of an attorney for collection after default.

10. For good and valuable consideration, Defendant Riley unconditionally guaranteed all indebtedness of New Venue to Bank, whether then existing or thereafter arising. A copy of the Guaranty Agreement executed by Defendant Riley is made part of this Complaint as **Exhibit C** (the "Guaranty").

11. The Note matured on September 5, 2014, and outstanding balances remain due and owing to Bank.

12. Defendant New Venue is in default under the terms of the Note.

13. Defendant Riley is in default under the terms of the Guaranty.

14. Bank has and does hereby elect to declare the entire balance of said principal and interest due and payable at once. As of November 11, 2014, Defendants New Venue and Riley jointly and severally owe Bank the principal amount of \$263,144.44 plus interest of \$4,988.77, plus fees of \$47.59, for a total amount due of \$268,180.80, plus interest accruing thereafter at \$38.37 per diem.

**FOR A SECOND CAUSE OF ACTION**  
**(Claim and Delivery)**

15. Plaintiff incorporates and references the foregoing allegations of this Complaint.

16. As security for Defendant New Venue's present and future indebtedness to Bank, New Venue granted Bank security interests in its Accounts (including all contract rights and health-care-insurance receivables), General Intangibles, Supporting Obligations, and all proceeds and products of the foregoing (hereinafter the "Collateral"), as more fully described in the Security Agreement made part of this Complaint as **Exhibit D**.

17. Bank perfected the foregoing security interests by filing a UCC Financing Statement, a copy of which is made part of this Complaint as **Exhibit E**.


18. Pursuant to the Note, Bank has the right of a secured party including the right to take possession of the Collateral.

19. Plaintiff is informed and believes that it is entitled to an order granting it permanent possession of the Collateral, including requiring New Venue to direct all monies received from its accounts and contract rights to the Plaintiff, preserving Plaintiff's right to a deficiency including all expenses of collection plus legal fees and costs. Should New Venue fail or refuse to surrender the Collateral to Plaintiff, Plaintiff is

informed and believes that it would be entitled to an order requiring New Venue to show cause why it should not be held in contempt for failing to deliver the Collateral to the Plaintiff.

WHEREFORE, Plaintiff demands:

- A. Judgment on its First Cause of Action against Defendants, jointly and severally, in the amount of \$268,180.80, plus interest at the default rate, plus costs and attorney's fees, and what other relief might be proper.
- B. That the Court inquire into the matters alleged in the Second Cause of Action, and award Judgment against New Venue for possession of any of the Collateral, including requiring New Venue to direct all monies received from its accounts and contract rights to the Plaintiff, preserving Plaintiff's right to a deficiency including all expenses of collection plus legal fees and costs. Should New Venue fail or refuse to surrender the Collateral, Plaintiff demands an order requiring New Venue to show cause why it should not be held in contempt for failing to deliver the Collateral to the Sheriff.
- C. Plaintiff demands such other and further relief to which it is entitled.

  
Paul H. Hofer [SC Bar #77506]  
ROBINSON, MCFADDEN & MOORE, P.C.  
Post Office Box 944  
Columbia, SC 29202  
Email: [phoefer@robinsonlaw.com](mailto:phoefer@robinsonlaw.com)  
(803) 779-8900  
Attorneys for the Plaintiff

December 1, 2014

STATE OF SOUTH CAROLINA )  
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COUNTY OF RICHLAND )  
  
Branch Banking and Trust Company, )  
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Plaintiff, )  
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v. )  
 )  
New Venue Technologies, Inc. and )  
Terris S. Riley, )  
 )  
Defendants )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

Case No. 2014-CP-40-7403

**ANSWER**

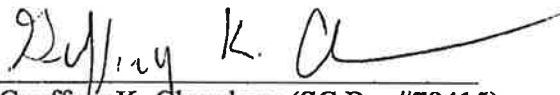
2015 JAN 21 AM 9:48  
JEANNETTE W. MCBRIDE  
C.C.P. & S.G.S.  
RICHLAND COUNTY  
FILED

Defendants New Venue Technologies, Inc. and Terris S. Riley respectfully answer the Complaint and would show this Honorable Court as follows:

1. The defendants would defer to the public record to answer the allegations of paragraph 1. Any allegations of paragraph 1 not fully supported by the public record are denied for lack of sufficient information to form a belief.
2. The allegations of paragraph 2 are admitted.
3. The allegations of paragraph 3 are admitted.
4. Paragraph 4 does not warrant response, however any allegations of paragraph 4 not addressed previously is denied.
5. The allegations of paragraph 5 are admitted.
6. The allegations of paragraph 6 are admitted.
7. Defendants would defer to the documents on record for answer to paragraph 7. Any allegation not clearly and conspicuously stated in the documents on record is denied.
8. Defendants would defer to the documents on record for answer to paragraph 8. Any allegation not clearly and conspicuously stated in the documents on record is denied.
9. Defendants would defer to the documents on record for answer to paragraph 9. Any allegation not clearly and conspicuously stated in the documents on record is denied.
10. The allegations of paragraph 10 are denied.
11. The allegations of paragraph 11 are denied for lack of sufficient information to form a belief.

12. The allegations of paragraph 12 are denied for lack of sufficient information to form a belief.
13. The allegations of paragraph 13 are denied.
14. The allegations of paragraph 14 are denied for lack of sufficient information to form a belief.
15. Paragraph 15 does not warrant response, however any allegations of paragraph 15 not addressed previously is denied.
16. Defendants would defer to the documents on record for answer to paragraph 16. Any allegation not clearly and conspicuously stated in the documents on record is denied.
17. Defendants would defer to the public record for answer to paragraph 17.
18. Defendants would defer to the documents on record for answer to paragraph 18. Any allegation not clearly and conspicuously stated in the documents on record is denied.
19. The allegations and demand for relief in paragraph 19 is denied.
20. The demands for relief listed as paragraph A, B, and C are denied.

Respectfully Submitted:

  
Geoffrey K. Chambers (SC Bar #78415)  
Counsel for New Venue Technologies  
1201 Main Street  
Suite 985  
Columbia, SC 29201  
Phone: 864-508-0899  
Email: [Geoffrey@cperlgroup.com](mailto:Geoffrey@cperlgroup.com)

This 14<sup>th</sup> day of January, 2015  
Columbia, SC



***Consumer Protection, Environmental, and Regulatory  
Law Group, LLC***

*Geoffrey K. Chambers*  
*geoffrey@CPERLGroup.com*  
*(864) 508-0899*

*1201 Main Street*  
*Suite 985*  
*Columbia, SC 29201*

January 14, 2015

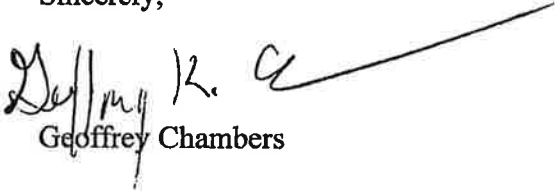
Richland County Clerk of Court  
Richland County Judicial Center  
1701 Main Street, Room 205 (29201)  
Post Office Box 2766  
Columbia, South Carolina 29202

Re: Case Number 2014-CP-40-7403

Please find enclosed an answer to the complaint in the above referenced case. Please return a clocked copy to me in the envelope I have enclosed.

By copy of this letter, I am serving opposing counsel with a copy of the same.

Sincerely,

  
Geoffrey Chambers

**WITNESSES**

S/A CASEY COLLIER, SLED

**ARREST WARRANT NUMBER**

Docket Number 2014-GS-40- 07332

The State of South Carolina  
County of Richland

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant \_\_\_\_\_

Direct presentment

DP 14-294

**COURT OF GENERAL SESSIONS**

NOVEMBER Term: 2014  
AG

I, \_\_\_\_\_ hereby appear in my own proper person and plead guilty to the within indictment or to \_\_\_\_\_

**ACTION OF GRAND JURY**

THE STATE

*[Handwritten Signature]*  
**TRUE BILL**

Foreperson of Grand Jury **NOV 13 2014**  
Date:

Terris Shirelle Riley  
DEFENDANT

Defendant \_\_\_\_\_

**VERDICT**

Indictment for  
Breach of Trust

Witness: \_\_\_\_\_

C.C.C. Pls. And G.S. \_\_\_\_\_

Foreperson  
Date:

SC Code: § 16-13-230(B)(3)  
CDR Code: 3424



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**INDICTMENT**

At a Court of General Sessions, convened on NOVEMBER 12, 2014 the Grand Jurors of Richland County present upon their oath:

**BREACH OF TRUST**

That Terris Shirelle Riley did, in Richland County, on or about the period between July 2011 and August 2013, while acting as President of New Venue Technologies, Inc., commit the crime of Breach of Trust in an amount greater than ten-thousand dollars or more, in that the Defendant, while acting as President of New Venue Technologies, Inc., did, with fraudulent intent, convert funds entrusted to her in her capacity as President of New Venue Technologies, Inc., to her personal use. To wit, the Defendant did receive funds from governmental entities for the purpose of paying Compucom, Inc. for software supplied to governmental entities within South Carolina and did convert those funds to her own use, such conversion being in an amount in excess of ten-thousand dollars, this in violation of §16-13-230 of the Code of Laws of South Carolina (1976), as amended.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

  
\_\_\_\_\_  
ALAN WILSON (WAM)

**WITNESSES**

S/A CASEY COLLIER, SLED

**ARREST WARRANT NUMBER**

Docket Number 2014-GS-40-07331

The State of South Carolina  
County of Richland

**COURT OF GENERAL SESSIONS**

NOVEMBER Term: 2014  
AG

Direct presentation

DP 14-293

**ACTION OF GRAND JURY**

**TRUE BILL**

Terris Shirelle Riley  
DEFENDANT

Foreperson of Grand Jury  
Date: NOV 13 2014

**VERDICT**

Foreperson of Petit Jury  
Date:

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

I, \_\_\_\_\_  
hereby appear in my own proper person and plead guilty to the within indictment or to \_\_\_\_\_

Defendant

Witness:

C.C.C. Pls. And G.S.

Indictment for

Breach of Trust

SC Code: § 16-13-230(B)(3)  
CDR Code: 3424

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**INDICTMENT**

At a Court of General Sessions, convened on NOVEMBER 12, 2014 the Grand Jurors of Richland County present upon their oath:

**BREACH OF TRUST**

That Terris Shirelle Riley did, in Richland County, on or about the period between February 2013 and August 2013, while acting as President of New Venue Technologies, Inc., commit the crime of Breach of Trust in an amount greater than ten-thousand dollars or more, in that the Defendant, while acting as President of New Venue Technologies, Inc., did, with fraudulent intent, convert funds entrusted to her in her capacity as President of New Venue Technologies, Inc., to her personal use. To wit, the Defendant did receive funds from governmental entities for the purpose of paying CDW Government, LLC for software supplied to governmental entities in South Carolina and did convert those funds to her own use, such conversion being in an amount in excess of ten-thousand dollars, this in violation of §16-13-230 of the Code of Laws of South Carolina (1976), as amended.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

  
ALAN WILSON (WAM)

**WITNESSES**

S/A CASEY COLLIER, SLED

**ARREST WARRANT NUMBER**

Docket Number 2014-GS-40-07330

The State of South Carolina  
County of Richland

**COURT OF GENERAL SESSIONS**

NOVEMBER Term: 2014  
AG

Direct presentation

DP 14-292

**ACTION OF GRAND JURY**

**TRUE BILL**

Foreperson of Grand Jury

Date: NOV 13 2014

**VERDICT**

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

I, \_\_\_\_\_  
hereby appear in my own proper person and plead guilty to the within indictment or to \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Defendant

Witness:

C.C.C. Pls. And G.S.

THE STATE

vs.

Terris Shirelle Riley  
DEFENDANT

Indictment for

Breach of Trust

SC Code: § 16-13-230(B)(3)  
CDR Code: 3424

Foreperson of Petit Jury  
Date:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

INDICTMENT

At a Court of General Sessions, convened on NOVEMBER 12, 2014 the Grand Jurors of Richland County present upon their oath:

**BREACH OF TRUST**

That Terris Shirelle Riley did, in Richland County, on or about the period between February 2012 and August 2013, while acting as President of New Venue Technologies, Inc., commit the crime of Breach of Trust in an amount greater than ten-thousand dollars or more, in that the Defendant, while acting as President of New Venue Technologies, Inc., did, with fraudulent intent, convert funds entrusted to her in her capacity as President of New Venue Technologies, Inc., to her personal use. To wit, the Defendant did receive funds from governmental entities for the purpose of paying Mythics, Inc. for software supplied to governmental entities within South Carolina and did convert those funds to her own use, such conversion being in an amount in excess of ten-thousand dollars, this in violation of §16-13-230 of the Code of Laws of South Carolina (1976), as amended.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

  
ALAN WILSON (WAM)

**WITNESSES**

S/A CASEY COLLIER, SLED

**ARREST WARRANT NUMBER**

Docket Number 2014-GS-40-07329

The State of South Carolina  
County of Richland

**COURT OF GENERAL SESSIONS**

NOVEMBER Term: 2014  
AG

After being fully advised as to my legal rights, I hereby waive presentment to the Grand Jury.

Defendant

I, \_\_\_\_\_  
hereby appear in my own proper person and plead guilty to the within indictment or to

**ACTION OF GRAND JURY**

Direct presentment  
DP 14-291

**TRUE BILL**



Foreperson of Grand Jury  
Date: NOV 13 2014

**VERDICT**

**THE STATE**

vs.

Terris Shirelle Riley  
**DEFENDANT**

Indictment for

Breach of Trust

Defendant

Witness:

C.C.C. Pls. And G.S.

Foreperson of Petit Jury  
Date:

SC Code: § 16-13-230(B)(3)  
CDR Code: 3424



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**INDICTMENT**

At a Court of General Sessions, convened on NOVEMBER 12, 2014 the Grand Jurors of Richland County present upon their oath:

**BREACH OF TRUST**

That Terris Shirelle Riley did, in Richland County, on or about the period between December 2012 and August 2013, while acting as President of New Venue Technologies, Inc., commit the crime of Breach of Trust in an amount greater than ten-thousand dollars or more, in that the Defendant, while acting as President of New Venue Technologies, Inc., did, with fraudulent intent, convert funds entrusted to her in her capacity as President of New Venue Technologies, Inc., to her personal use. To wit, the Defendant did receive funds from governmental entities for the purpose of paying Software House International Corporation for software supplied to governmental entities within South Carolina and did convert those funds to her own use, such conversion being in an amount in excess of ten-thousand dollars, this in violation of §16-13-230 of the Code of Laws of South Carolina (1976), as amended.

Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

  
\_\_\_\_\_  
ALAN WILSON (WAM)

**WITNESSES**

S/A CASEY COLLIER, SLED

**ARREST WARRANT NUMBER**

Direct presentation

DP 14-295

**ACTION OF GRAND JURY**

**TRUE BILL**

Foreperson of Grand Jury

Date: NOV 13 2014

**VERDICT**

Foreperson of Petit Jury  
Date:

Docket Number 2014-GS-40-07335

The State of South Carolina  
County of Richland

**COURT OF GENERAL SESSIONS**

NOVEMBER Term: 2014  
AG

**THE STATE**

vs.

Terris Shirelle Riley  
**DEFENDANT**

Indictment for  
Embezzlement

SC Code: § 16-13-210(A) and (B)(1)  
CDR Code: 3459

After being fully advised as to my legal rights, I hereby waive presentation to the Grand Jury.

Defendant

I, \_\_\_\_\_ hereby appear in my own proper person and plead guilty to the within indictment or to \_\_\_\_\_

Defendant

Witness:

C.C.C. PIs. And G.S.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

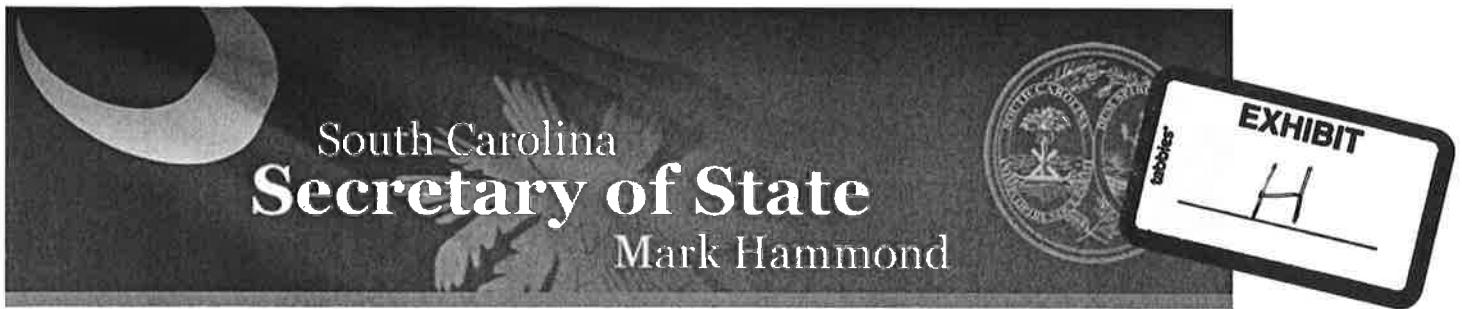
**INDICTMENT**

At a Court of General Sessions, convened on NOVEMBER 12, 2014 the Grand Jurors of Richland County present upon their oath:

**EMBEZZLEMENT**

That Terris Shirelle Riley did, in Richland County, on or about the period between September 2011 and August 2013, while acting as President of New Venue Technologies, Inc., commit the crime of Embezzlement of Public Funds in an amount greater than ten-thousand dollars or more, in that the Defendant, while acting as President of New Venue Technologies, Inc., did, having been charged with the safekeeping, transfer, and disbursement of public funds, embezzle those funds. To wit, the Defendant did receive funds from governmental entities for the purpose of paying various software resellers for software supplied to governmental entities in South Carolina and did embezzle those funds by converting them to her own use, such conversion being in an amount greater than \$2,000,000.00 (an amount in excess of ten-thousand dollars), this in violation of §16-13-210 of the Code of Laws of South Carolina (1976), as amended. Against the peace and dignity of the State, and contrary to the statute in such case made and provided.

  
ALAN WILSON (WAM)




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**NEW VENUE TECHNOLOGIES, INC.**

*Note: This online database was last updated on 5/15/2015 3:05:53 AM.  
See our Disclaimer.*

<b>DOMESTIC / FOREIGN:</b>	Domestic
<b>STATUS:</b>	Forfeiture
<b>STATE OF INCORPORATION / ORGANIZATION:</b>	SOUTH CAROLINA Profit

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**REGISTERED AGENT INFORMATION**

<b>REGISTERED AGENT NAME:</b>	TERRIS S RILEY
<b>ADDRESS:</b>	8 BURBERRY LN
<b>CITY:</b>	COLUMBIA
<b>STATE:</b>	SC
<b>ZIP:</b>	29229
<b>SECOND ADDRESS:</b>	STE 100
<b>FILE DATE:</b>	02/14/2005
<b>EFFECTIVE DATE:</b>	02/14/2005
<b>DISSOLVED DATE:</b>	05/07/2015

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**Corporation History Records**

CODE	FILE DATE	COMMENT	Document
Forfeiture	05/07/2015	SCBOS Filing: ADMINISTRATIVE DISSOLUTION #2	
Reinstatement	11/29/2012	REINSTATEMENT	
Forfeiture	07/25/2012	SCBOS Filing: ADMINISTRATIVE DISSOLUTION #2	
Incorporation	02/14/2005		

**Disclaimer:** The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.