

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

IN THE CIRCUIT COURT FOR THE  
FIFTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO. 2022-CP-26-01967

Jason C. Bealand & Jonathan A. Bealand, )  
and Revive Air, LLC, )

ORDER FOR PARTIAL JUDGMENT,  
DELIVERY OF ASSETS, AND FULL  
ACCOUNTING DISCLOSURE

Plaintiffs, )

vs. )

Nicholas P. DeLuca, )

Defendant. )

RECEIVED

Sep 12 2022

SC Court of Appeals

THAT HEARING ON DAMAGES in the above captioned case came before me, Alan Clemmons, Master-in-Equity for Horry County with authority to enter a final judgment in the case after Defendant, Nicholas P. DeLuca has been held in default. That present for this hearing on July 14, 2022 at 10:00 were the Plaintiffs and their counsel, Natalie Stevens-Graziani.

IT APPEARING that evidence presented provided the following findings:

1. That Defendant engaged in the following act of commission or omission that included but not limited to the following:
  - i. Restricted Plaintiffs and agents of the Plaintiffs from being able to login to Quickbooks Online for Revive Air, LLC;
  - ii. Never provided the master account login for software House Call pro and emails;
  - iii. Upfitted his van and without consent of other members;
  - iv. Purchased software without consent;
  - v. Made personal purchases without consent or approval with Plaintiffs' money;
  - vi. Hired employees without consent, communication, and opportunity to vet the candidate for hire;
  - vii. Purchased unnecessary tools with company funds;
  - viii. Purchased excessive amount of HVAC tools;



- ix. Joined multiple networking organizations without consulting about the purposes and costs thereof;
  - x. Used the company line of credit to pay for personal items whereby only he would benefit, including but not limited to the following: amazon gift cards, groceries, dentist bills, a mustang in his name, haircuts, car speakers;
  - xi. Paid for his personal insurance with company funds;
  - xii. Made payments to himself personally without justifying what the payment covered;
  - xiii. Failed to follow the operating agreement in these following respects:
    - 1. Failed to communication,
    - 2. Purposefully concealed actions taken in the name of the business from his co-owners
    - 3. Refused to give access passcodes to keep his partners up-to-date and informed on the company's financial status and business dealings,
    - 4. Allowed the business account to go negative and eventually close,
    - 5. Abandoned management operations of the business without notice or communications,
    - 6. Failed to apportion profits, losses, income, deductions and credits to all members required by law and the LLC operating agreement
  - xiv. Failed to pay wages;
  - xv. Failed to perform work the LLC was hired to do;
  - xvi. Abandoned the business operation and communication with his partners;
  - xvii. Used co-owner's social security number to obtain personal financing of \$41,000 without request or permission or notice.
2. That Defendant has wrongfully frozen and or blocked Plaintiffs out of all business records and accounting software whereby they have no information regarding the current financial matters of the LLC.
3. Defendant purchased a Ford Mustang and accessorized it with additions of matted tires, stereo system and under-the-car lights with LLC funds and titled the automobile in his personal name in the amount of approximately \$5,133.00.

4. Defendant paid for his and his wife's personal auto insurance with LLC funds.
5. Defendant paid for his and his wife's auto payments with LLC funds.
6. Defendant made personal draws / distributions to himself in the approximate amount of \$66,788.00 and categorized it as "Nicholas DeLuca's personal draw".
7. On December 31, 2020, under "*Owner's Draw-Nick DeLuca*" account was balanced off to zero with a single journal of \$45,081.00, indicating that it was never represented in the financial statements for the year 2020.
8. None of the personal draws / distributions to Defendant were voted upon by the Members of the LLC and were made by Defendant without the approval or consent of the Bealands.
9. Defendant made payments to Walmart, liquor stores, and for personal home renovations with LLC funds and marked them as personal draws/distributions for Defendant in the amount of \$7,768.00.
10. The Main Bank Ledger reveals expenses booked in the name of Nick DeLuca for an estimated amount of \$25,694.00.
11. Defendant made a personal purchase of an Air Conditioning System in the amount of \$6,124.00 for his home from a vendor named Ferguson and marked it on the LLC books as an LLC expense.
12. Defendant made personal payment for Dental expenses for him and his family with LLC funds.
13. Defendant made personal payments for salon payments for him and his wife with LLC funds.
14. Defendant made personal payments to himself and his wife and listed them as "subcontractors" in the LLC books for \$2,200.00 and \$2,300.00 respectively.



15. Defendant made payments under the heading of “subcontractors account” in the amount of \$62,886.00 which was never approved by the other Members and the payees were not contractual employees.
16. Defendant made payments to his wife, Jacque DeLuca, at intervals marked office expense which was never approved by the other Members.
17. Defendant made payroll over-payments of \$98,151.00.
18. Defendant made payroll payments of \$1,440.00 to employees with no description or name.
19. Defendant made 2 payroll payments to himself simultaneously under the names of Nick DeLuca and Nicholas DeLuca, i.e., payroll was being booked under both names simultaneously.
20. The LLC’s software shows an estimated amount of \$58,700.00 of jobs completed on Housecall Pro but there exists no entry under respective customers’ names on Quickbooks.
21. The total invoiced monetary amount of jobs in LLC’s Quickbooks are understated whereas the invoiced amount as per LLC’s Housecall Pro is higher by an estimated \$5,100.00.
22. Payments towards invoices in LLC’s Housecall Pro is higher than the actual invoiced amount to them as per Housecall Pro by an estimated \$5,500.00.
23. \$58,000 of jobs completed by Defendant but he failed to submit entry of customer names in the accounting HouseCall Pro software and payment for these jobs were never recorded in Quickbook Online for Revive Air, LLC.
24. That because of the acts of commission and/or omission described above Defendant has caused Plaintiffs to suffer actual damages in the amount of at least \$262,255 proven within a reasonable degree of forensic and fraud examination processing certainty.



25. That Plaintiffs incurred the expense and paid \$18,000 for a forensic examiner to help determine the financial status of the business after seeing Defendant was breaching the LLC's operating agreement.
26. That after discovery of Defendant's failure to follow the LLC's operating agreement and account adequately for business profits and expenses, the parties of this action entered into a Consent Resolution that is legally binding on all parties and Defendant breached the Consent Resolution by failing to maintain payments to LLC creditors and creditors that individual plaintiffs personally guaranteed.
27. That Defendant, Nicholas P. DeLuca remains in wrongful possession of 2017 Ford Transit van that are in the name of Revive Air with Plaintiff, Johnathan Bealand being the guarantor and failed to perform his obligations agreed upon in a Consent Resolution so Bealands are entitled to repossession of the vehicle from Defendant.
28. That Defendant, Nicholas P. DeLuca remains in wrongful possession of 2020 Ram Promaster Van that are in the name of Revive Air with Plaintiff, Johnathan Bealand being the guarantor and failed to perform his obligations agreed upon in a Consent Resolution so Bealands are entitled to repossession of the vehicle from Defendant.
29. 2017 Ford Transit van had a balance of \$22,000 as of January 2022.
30. That Defendant allowed said loan for 2017 van to default and Plaintiffs paid \$1,543 since the default to keep the account current.
31. 2020 Ram Promaster van had a balance owed of \$32,372.24 as of March 17, 2022.
32. That Defendant allowed said loan for 2020 Ram Promaster van to default and Plaintiffs paid \$32,372.24 since the default to keep the account current.

33. That Ferguson brought legal action against the Plaintiffs for collection of a defaulted loan and Plaintiffs have incurred special damages of \$15,000 plus approximately \$3,300 in attorney fees defending and settling said lawsuit.
34. That Defendant's portion due to Pearce Law Group remains outstanding totaling \$3,047.71.
35. Plaintiffs have incurred attorney fees and cost in bringing this action.

THEREFORE IT IS ORDERED, ADJUDGED AND DECREED:

- A. That Plaintiffs are entitled to partial judgment of \$300,645.71 to be entered on today's date and is inclusive of attorney fees and cost being awarded by the court related to this action; and
- B. I further order that the Plaintiffs Bealands are granted ownership, title, and possession to 2020 Promaster vin# 3C6TRVDG4LE109524 and shall be provided the key to said vehicle and possession of vehicle immediately; and
- C. I further order that Defendant make available to Plaintiffs Bealands the 2020 Promaster vin# 3C6TRVDG4LE109524 within the next five days including delivery of the title, registration, proof of insurance, license plate, and keys; and
- D. That Defendant DeLuca shall fully account for all "property, profit or benefit" derived by Defendant DeLuca in any manner related to the LLC and/or its property, to include, but not be limited to, all withdrawals from the LLC's bank accounts, all expenses paid for with LLC monies, all monies or other property received from any of the LLC's customers, all LLC property currently in Defendant DeLuca's possession, all LLC property that Defendant DeLuca has disposed of and/or the proceeds thereof, all contracts with customers since the inception of the LLC, and produce the books and records of the LLC, including the ID's and Passwords on all accounts;
- E. That a constructive trust is hereby applied upon all "property, profit or benefit" derived by Defendant DeLuca in any manner related to the LLC and/or its property, to include, but not be limited to, all withdrawals from the LLC's bank accounts, all expenses paid for with LLC monies, all monies or other property received from any of the LLC's customers, all LLC property currently in Defendant DeLuca's possession, all LLC



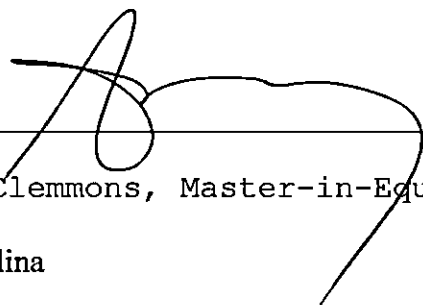
- property that Defendant DeLuca has disposed of and/or the proceeds thereof;
- F. That within five days of delivery of this order the Defendant shall deliver all keys to all vehicles and leased premises to The Plaintiffs' place of business at Revive the Hive, LLC and the Plaintiffs shall have exclusive access to the leased property.
- G. That the Defendant shall deliver all titles to the property and copy of any current lease along with the keys.
- H. That Plaintiff shall have the right to take immediate possession and access the lease premise for Revive Air, LLC and change the locks and take immediate and exclusive access over all assets therein.
- I. That the Defendant take necessary action to remove his name from the title of any of the subject titled vehicles herein identified.
- J. That temporary and permanent injunction pursuant to Rule 65 SCRPC is hereby granted enjoining Defendant DeLuca from the following:
1. Withdrawing any further funds from the bank accounts of the LLC or
  2. Disposing of any property owned by the LLC or purchased with funds of the LLC, including but not limited to the Ford Mustang purchased by DeLuca with LLC funds, other vehicles, all tools, furniture, personal property, and/or books and records.
  3. From accessing the building leased by Revive Air, LLC and vacate the same;
  4. From removing anything inside the leased premise including, but not limited to equipment, computers, documents, files, orders, invoices, etc.
- F. That temporary and permanent injunction pursuant to Rule 65 SCRPC is hereby granted requiring Defendant DeLuca to perform the following:
1. Deliver immediately keys, title, proof of insurance, and possession of 2020 Promaster vin# 3C6TRVDG4LE109524 to the Plaintiffs;
  2. Deliver immediately keys, title, proof of insurance, and possession of 2017 Van vin# 1FTYR2CGOHKA76542 to the Plaintiffs;
  3. Deliver immediately keys and possession of the lease premise and all assets therein to the Plaintiffs.
  4. Deliver immediately all required information to access all Revive Air, LLC financial records including but not limited to bank accounts, payroll software, HouseCall Pro, Quickbooks Online, and any all other information that will provide



Plaintiffs with all necessary information to determine the debts and assets of the LLC.

- G. That the Plaintiff shall be allowed to take any and all action to wind down the LLC and the business thereof on their own accord.
- H. That the Defendant shall provide a listing of all clients of Revive Air, LLC with contact information and an accounting on each account.
- I. That the Defendant shall provide to Plaintiff all tax returns of the Defendant and Defendants spouse for the year 2020 and 2021 if they were filed jointly be provided along with bank statements of Defendants, checking, saving, and other accounts of Defendant individually or held jointly with any other person showing all transactions from February 20, 2020, after first redacting any and all private information.
- J. That First Citizens and any other bank holding an account with for Revive Air, LLC shall place a hold on the account so that no transaction other than deposits can be made by Defendant and that Plaintiffs' Bealands shall have sole authority over those accounts held for Revive Air, LLC.
- K Defendant is enjoined from using the name of Revive Air, LLC for any purpose and entering into any contract in the name of Revive Air, LLC.
- L. That the issue of further actual and punitive damages shall be reserved for further Order of the Court;

AND IT IS SO ORDERED.

  
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Alan Clemmons, Master-in-Equity

Dated 7/14, 2022 Conway, South Carolina