

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
	)	Civil Action No.: 2021-CP-26-01967
Jason C. Bealand & Jonathon A. Bealand,	)	
and Revive Air, LLC,	)	
	)	
Plaintiffs,	)	
v.	)	<b>MOTION FOR RECONSIDERATION</b>
	)	
Nicholas P. DeLuca,	)	
	)	
Defendant.	)	
	)	

YOU WILL PLEASE TAKE NOTICE that the Defendant, by, and through his undesignated counsel, on the tenth day of service of this Motion or as soon as counsel may be heard, pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure will move the Court to reconsider the Judgment rendered July 14, 2022, finding for the Plaintiff. The grounds for this Motion are that 1) error was made in ordering said judgment as Defendant was not served with notice of said hearing or allowed to be present to contest damages pursuant to the Civil Rules of Procedure, 2) error was made in the original service as service was made upon Defendant's wife as she was caring for their cancer stricken child who is still undergoing radiation and chemotherapy, 3) the matter has already been settled per a consent resolution signed by all parties on October 15, 2021, and 4) the amount of damages is so grossly excessive that the figure reached was the result of caprice, passion, prejudice, partiality, corruption, or other improper motives and violates the spirit of the Operating Agreement.

The Defendant reserves the right to supplement this Motion in the future. This Motion may be supplemented and supported by any affidavits, memorandum or other materials which may be submitted, and the statutory and common law of South Carolina. For the above reasons, Defendant requests the Court to reconsider and/or alter or amend its Order, entered on July 14, 2022.

FURTHER, YOU WILL PLEASE TAKE NOTICE that ten (10) days after service of this Notice or soon thereafter as counsel may be heard, Defendant will move to set aside the Order for Entry of Default to the Defendants for the reasons as detailed above. Pursuant to Rules 55(c) and/or 60(b) of the South Carolina Rules of Civil Procedure. You will take notice that the Defendant will move for such other and further relief as may be deemed appropriate.

FINALLY, YOU WILL TAKE NOTICE that the Defendant, by, and through his undersigned counsel, on the tenth day of service of this Motion or as soon as counsel may be heard, pursuant to Rule 62(a)(b)(d) of the South Carolina Rules of Civil Procedure will move the Court to stay the enforcement of the July 14, 2022 Judgment in this matter until the Defendant's Motion to Reconsider and Motion to set aside Judgment can be heard. The Defendant reserves the right to supplement this Motion in the future. This Motion may be supplemented and supported by any affidavits, memoranda or other materials which may be submitted, and the statutory and common law of South Carolina.

### FACTUAL BASIS FOR MOTIONS

In the present case, the Plaintiffs did sue for violations associated with the business that the Plaintiffs and the Defendant share ownership, Revive Air, LLC. The Defendant owns 50% of ownership and each Plaintiff owns 25%. Previously, on October 15, 2021, a consent resolution was had that gave the Defendant 100% interest in the company. There is no timeframe on said agreement for completion and at the most the parties can do is file a motion to enforce the agreement – which has not been completed.

Subsequent to the said Consent Resolution, a Complaint was filed and served upon the wife of the Defendant in the midst of the Defendant and his wife caring for their daughter who is at MUSC being treated for cancer through radiation and chemotherapy – which the Plaintiffs were aware of. Even during the caring of his daughter, the Defendant has worked to run the business in question without the help of the Plaintiffs.

Without notice of the hearing of July 14, 2022, and without the opportunity to present evidence contrary to the damages alleged the judgment was rendered. Defendant attest that he received no notice of the hearing until being made aware that a judgment was issued.

### CONCLUSION

The trial court should Grant the Defendant's Motions and modify its' Judgment of July 14, 2022, allow the Defendant to answer, and strike damages in this matter per the above stated reasons. This memorandum may be supplemented at a later date.

Respectfully submitted,  
**WINSLOW LAW, LLC**

*s/ Thomas W. Winslow, Esq.*  
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*Attorney for Defendant*

Pawleys Island, South Carolina  
July 25, 2022

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	)	Civil Action No.: 2021-CP-26-01967
Jason C. Bealand & Jonathon A. Bealand,	)	
and Revive Air, LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	<b>MOTION FOR RELIEF FROM</b>
	)	<b>JUDGMENT</b>
Nicholas P. DeLuca,	)	
	)	
Defendant.	)	
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and Revive Air, LLC,	)	
	)	
Plaintiffs,	)	
v.	)	<b>MOTION TO SET ASIDE DEFAULT</b>
	)	
Nicholas P. DeLuca,	)	
	)	
Defendant.	)	
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