

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity and Special Circuit Court Judge for Beaufort County
Civil Court Case No. 2022-CP-07-02454

Appellate Case No. 2023-000411

Blue Bell Holdings, LLC..... Appellant

v.

Gary C. Johnson; Stephen D. Halpern; Holly A. Angel; Holly Ann LLC;
Belmont Properties, LLC; Johnson Halpern Partnership; Shoreline Funding,
LLC and Orange Capital, LLC,..... Respondents

MOTION FOR LIMITED REMAND

Blue Bell Holdings, LLC (“Appellant”) hereby files this motion for a limited remand to the Beaufort County Court of Common Pleas, Master in Equity and Special Circuit Court Judge Marvin Dukes (Judge Dukes), for the sole purpose of allowing Judge Dukes to consider and rule on Appellant’s Motion pursuant to Rule 59(e), SCRCF. Appellant further requests that the appellate timelines be held in abeyance pending Judge Dukes’ ruling(s) on the same. The grounds for this motion are as follows:

1. On March 8, 2023, the Circuit Court for Beaufort County, Master in Equity and Special Circuit Court Judge Marvin Dukes (Judge Dukes), issued an Order denying Plaintiff’s Motion to Stay Potential Decision Lifting Injunctive Relief and denying Plaintiff’s Motion to Convert Temporary Restraining Order into an injunction. **Exhibit A.** This Order was issued after Judge Dukes previously had granted an *ex parte* Temporary Restraining Order. **Exhibit B.**

2. On March 10, 2023, Appellant filed Plaintiff's Motion for Reconsideration and/or Alter or Amend Judgment ("Motion for Reconsideration") with the Beaufort County Court of Common Pleas, a filed copy of which is attached hereto as **Exhibit C**.

3. Later the same day, Appellant filed a Notice of Appeal with the South Carolina Court of Appeals pursuant to Rule 203(2)(d)(B) SCACR, also filing the same with the Circuit Court. A copy of the Notice of Appeal is attached hereto as **Exhibit D**.

4. An order denying a motion for injunction is an immediately appealable interlocutory order pursuant to section 14-3-330 (4) of the South Carolina Code. The General Assembly views these orders as those that should not and cannot wait until final judgment to receive appellate review. This case exemplifies the reasons why the General Assembly states that these orders should be immediately reviewed. Appellant believes he has shown that Respondent Gary C. Johnson began a campaign of fraudulent transfers once he was served with a separate but related lawsuit accusing Johnson of stealing business opportunities, misappropriating funds, and issuing himself improper distributions. As alleged and detailed in the within Complaint (attached hereto without attachments as **Exhibit E**) and Motion for Reconsideration (**Exhibit C**), after being served with the initial lawsuit seeking millions of dollars in damages from Respondent Johnson, Appellant alleges that Johnson began transferring and encumbering 100% of his assets to related parties, including a Nevis based LLC he formed, owns, and controls after the first suit was filed. Johnson has stated in an affidavit that he formed the Nevis based company to "protect my interests," "preserve my ability to raise capital," and because of "concern over future borrowing capacity **due to this lawsuit.**" (Attached hereto as **Exhibit F**) (emphasis added). The trial court previously entered an *ex parte* Temporary Restraining Order preventing Johnson from engaging in any future transfers of his assets without further order of the Court. (**Exhibit B**). An order

lifting the injunction preventing Johnson from engaging in other unapproved transfers would cause Appellant great irreparable harm; thus, the immediate resort to this Court filing a Notice of Appeal, which stays that the relief ordered, is appropriate. *See* S.C. Code Ann. § 14-3-330 (authorizing an immediate appeal of an “order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction”) and SCACR 241 (“the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision.”)

5. However, out of an abundance of caution, Appellant also filed a Motion for Reconsideration with Judge Dukes to ensure that Judge Dukes is given the opportunity to rule on every issue that has been raised.

6. In the interests of judicial economy and efficiency, Judge Dukes should be permitted to rule on the Appellant’s Motion for Reconsideration before the parties engage in the appellate process, other than filing the Notice of Appeal.

7. Therefore, Appellant requests that this Court (1) remand this case to the Beaufort County Court of Common Pleas, Judge Marvin Dukes, solely for the purpose of allowing Judge Dukes to consider and rule on Appellant’s Motion for Reconsideration, and (2) hold applicable appellate deadlines in abeyance until a ruling is entered on the same.

8. Judge Dukes’ office has already reached out to the litigants to schedule a hearing on the Motion to Reconsider, and upon information and belief, will rule on the Motion for Reconsideration quickly once a limited remand is issued. Any delay will be short, will not prejudice any party, and will allow the Judge Dukes to consider and rule on important issues raised in the Rule 59(e) motion.

9. Respondents, Gary Johnson and Shoreline Funding, LLC, do not agree with, and object to, the allegations set forth above in paragraph 4, and further reserve all rights related to the same; however, Respondents, Gary Johnson and Shoreline Funding, LLC, agree Judge Dukes should have the opportunity to rule on the Rule 59(e) Motion, and accordingly, do not object to the limited remand. At the time of filing this motion, Counsel for Appellant was not able obtain consent from the remaining Respondents.

For the above reasons, and with no objection from Respondents, Gary Johnson and Shoreline Funding, LLC, Appellant respectfully requests that this Court a) remand this case to the Beaufort County Court of Common Pleas, Judge Marvin Dukes, solely for the purpose of allowing Judge Dukes to consider and rule on Appellant's Motion for Reconsideration, and 2) stay the applicable appellate deadlines pending a decision on the same.

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STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
Blue Bell Holdings, LLC,)
Plaintiff(s),)
vs.)
Gary C. Johnson, et al.,)
Defendant(s).)
_____)

IN THE COURT OF COMMON PLEAS
CASE NO: 2022-CP-07-02454

ORDER

This case before me on the continuation of the TRO hearing and on Plaintiff’s Motion to Stay Potential Decision Lifting Injunctive Relief that was filed on March 2nd, 2023. After hearing from parties, I hereby deny the Motion to Stay and, additionally deny the conversion of the TRO to an injunction.

Specifically, I find that the Plaintiff cannot show a lack of an adequate remedy at law or irreparable harm.

The TRO is dissolved.

IT IS SO ORDERED:

Honorable Marvin H. Dukes, III
Master in Equity and Special Circuit Court Judge
for Beaufort County

March _____, 2023
Beaufort, South Carolina



Beaufort Common Pleas

Case Caption: Blue Bell Holdings Llc VS Gary C Johnson , defendant, et al

Case Number: 2022CP0702454

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF BEAUFORT) CIVIL ACTION NO.: 2022-CP-07-2454

Blue Bell Holdings, LLC,)
)
 Plaintiff,)
 vs.)
)
 Gary C. Johnson; Stephen D. Halpern;)
 Holly A. Angel; Holly Ann, LLC;)
 Belmont Properties, LLC; the Johnson)
 Halpern Partnership; Shoreline Funding,)
 LLC; and Orange Capital, LLC (Nevis),)
)
 Defendants.)

**ORDER GRANTING TEMPORARY
 RESTRAINING ORDER**

This matter came before the Court on December 22, 2022 pursuant to Plaintiff’s Motion for an *Ex Parte* Temporary Restraining Order (TRO) pursuant to Rule 65 of the South Carolina Rules of Civil Procedure against Defendant Gary C. Johnson (“Johnson”). After reviewing Plaintiff’s Motion and the supporting evidence, and hearing argument in support of the Motion, the Court agrees that an order should be entered without notice temporarily restraining Johnson as set forth below until a hearing can be scheduled with notice on Plaintiff’s request for an injunction.

Based upon the evidence presented to the Court, including the Verified Complaint and its attached Exhibits, the Court finds that Plaintiff has sufficiently established a *prima facie* showing that Johnson has engaged in a series of fraudulent conveyances prohibited under South Carolina law. Specifically, Plaintiff has made a *prima facie* showing that after learning of a lawsuit against him, Johnson began to transfer and or encumber his assets, or the assets of LLCs in which he has an ownership interest, to make it practically impossible for Plaintiff to use in the future to satisfy a judgment. The brazen nature of these actions sufficiently establishes that if Johnson were given

notice of Plaintiff's attempt to obtain the within temporarily relief, Johnson might engage in additional behavior in between the time of learning of Plaintiff's effort and the time a noticed hearing could take place. The Court agrees that if Plaintiff is correct, this would clearly cause irreparable injury, loss, or damage to Plaintiff.

Based upon evidence presented by Plaintiff, Johnson has transferred all 100% of his real estate holdings to other entities and given millions of dollars of mortgages to a Nevis corporation. After the mortgages were recorded, they were returned to "Gary Johnson" and not to a Nevis address. Based upon the deposition testimony of Holly Angel, Johnson's live-in girlfriend, Johnson has also improperly submitted documents to the South Carolina Secretary of State and the Beaufort County Register of Deeds Office for which he did not have the authority to do so. According to Plaintiff's counsel, these facts show a desperate Defendant who sees the judgment writing on the wall, and who is now on a mission to manipulate the system to prevent Plaintiff from a recovery. While this Court is not making any decision on the merits, Plaintiff has made the *prima facie* showing required to justify the temporarily relief requested.

The Court further concludes that that Plaintiff has made a sufficient showing that immediate and irreparable injury, loss or damage will result to Plaintiff before notice can be served and a hearing had. Specifically, Plaintiff has made the required showing that Johnson may likely engage in similar conduct upon learning of Plaintiff's efforts which would cause irreparable harm to Plaintiff. Specifically, it is alleged that Johnson is using foreign LLCs and any such future behavior will potentially make seeking actions to set aside the transfers cost prohibitive. This could likely cause permanent loss and damages to Plaintiff. Finally, Plaintiff has presented evidence sufficient to make a *prima facie* showing that it will likely succeed on the merits of this case at trial on one or more of its claims. *Transcom Gas Pipeline Corp. v. Porter*, 167 S.E.2d 313,

315(1969) (“It is well settled that, in determining whether a temporary injunction should issue, the merits of the case are not to be considered, except in so far as they may enable the court to determine whether a prima facie showing has been made.”).

Therefore, based on the foregoing, Plaintiff’s Motion for *Ex Parte* Temporary Restraining Order is granted as follows:

1. Defendant Gary Johnson is temporarily restrained from hiding, concealing, misappropriating, selling, encumbering, transferring, gifting, impairing the value of, or otherwise disposing of any of his assets until further order of this Court or until the expiration of this order as outlined below;
2. A hearing on converting this TRO into an injunction shall be held on **December 29, 2022 at 2:00 pm EST** at the Beaufort County Courthouse, Office of the Equity Court;
3. This order shall remain in effect until said time, or, Plaintiff may seek to have the effectiveness of this order extended, and any Defendant make seek to have it shortened, by emailing the Court at *hmcleod@bcgov.net* with a copy to all counsel of record;
4. On two days’ notice to the party who obtained the temporary restraining order without notice or on such shorter notice to that party as the court may prescribe, the adverse party may appear and move for its dissolution or modification and in that event the Court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.
5. Plaintiff shall post a security bond in the amount of \$5,000.00 (Five Thousand Dollars).

IT IS SO ORDERED.

Date: December __, 2022 __:__ pm

Beaufort, South Carolina

_____202_



Beaufort Common Pleas

Case Caption: Blue Bell Holdings Llc VS Gary C Johnson , defendant, et al

Case Number: 2022CP0702454

Type: Order/Temporary Restraining Order

So Ordered:

s/Marvin H. Dukes III #3069

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) CIVIL ACTION NO.: 2022-CP-07-02454

Blue Bell Holdings, LLC,)
)
Plaintiff,)
vs.)
)
Gary C. Johnson; Stephen D. Halpern;)
Holly A. Angel; Holly Ann, LLC;)
Belmont Properties, LLC; the Johnson)
Halpern Partnership; Shoreline Funding,)
LLC; and Orange Capital, LLC (Nevis),)
)
Defendants.)

**MOTION TO RECONSIDER AND/OR
ALTER OR AMEND JUDGMENT**

YOU WILL PLEASE TAKE NOTICE that Plaintiff, by and through his undersigned attorney, hereby respectfully requests that the Court reconsider and/or amend its March 8, 2023 order 1) denying Plaintiff’s Motion to Stay Potential Decision Lifting Injunctive Relief filed on March 2, 2023 (Motion to Stay), and 2) denying Plaintiff’s Motion to Convert Temporary Restraining Order into an injunction (Conversion Motion). Pursuant to Rule 59(e), SCRCF, the Plaintiff hereby moves for reconsideration of the March 8, 2023 order, and for the reasons stated below, the motion is due to be granted.

Background

1. Plaintiff filed his initial lawsuit in 2021 (First Lawsuit)¹ against Defendant Gary Johnson (Johnson) seeking millions of dollars in damages for fraud, breach of fiduciary duty, breach of contract, conversion, and other serious claims.

¹ Civil Action Number 2021-CP-07-01953

2. As of the date the First Lawsuit was filed, Plaintiff sought \$5,909,735 in actual damages alone.

3. Following the filing of the First Lawsuit, Plaintiff discovered that Johnson began engaging in a scheme to frustrate Plaintiff's ability to collect on any judgment obtained in the First Lawsuit.

4. Specifically, after Johnson was served with the First Lawsuit, Plaintiff discovered that Johnson began to systematically transfer 100% of his real estate, his equity interest in real estate, and other financial holdings to an offshore "Nevis" entity he formed and controls (Orange Capital, LLC)², and to other related parties and insiders.

5. Plaintiff also learned that Johnson used an advertising company name "Lawyers Limited" – which is not a law firm and does not provide legal advice – to facilitate the fraudulent transfers. *See* Lawyer's Limited Web Site (Attached as **Exhibit A**) ("[O]ur services are limited in scope as we have attorneys on staff but are not a law firm. Our company does not offer legal, tax or other professional services. For those services, seek the appropriate attorney or accountant.")

6. Lawyers Limited touts on its website that its "key focus" is "in the area of the protection of financial assets and valuables from creditors, divorces, lawsuits and judgements" and that strategies "to protect real estate from lawsuits include . . . equity stripping liens to make the confiscation of real estate assets less likely." *Id.*

7. Lawyer's Limited encourages customers to "set up a separate LLC and have it mortgage the equity in your investment property. This is a publicly recorded equity line of credit type of mortgage or deed of trust recorded in the county recorder's office against each property.

² Johnson admits that he is Orange Capital, LLC. *See* Johnson Affidavit at ¶ 59 ("I have never tried to hide my association with Orange Capital").

Doing this strips the equity out of your properties.” Id.

8. In any event, all of the transactions at issue here occurred with no consideration and have no logical purpose other than to frustrate Plaintiff’s efforts to recover on the debt Johnson owes by attempting to render Johnson judgment proof. These transfers were all fraudulent conveyances that violate the Statute of Elizabeth and are “fraudulent” according to South Carolina law under both prongs of the Statute of Elizabeth.

9. Plaintiff filed this Second Lawsuit in December of 2022, which sought to set aside the fraudulent conveyances pursuant to the Statute of Elizabeth, and further sought a temporary restraining order (TRO) and injunction to restrain Johnson from making more fraudulent transfers without Court approval.

10. The trial Court granted the TRO finding “Plaintiff has sufficiently established a *prima facie* showing that Johnson has engaged in a series of fraudulent conveyances prohibited under South Carolina law. Specifically, Plaintiff has made a *prima facie* showing that after learning of a lawsuit against him, Johnson began to transfer and/or encumber his assets, or the assets of LLCs in which he has an ownership interest, to make it practically impossible for Plaintiff to use [those assets] in the future to satisfy a judgment [in the First Lawsuit].”

11. Thereafter, a hearing was scheduled to convert the TRO into a temporary injunction (the “Conversion Motion”).

12. Following a hearing on the Conversion Motion, the Court took the matter under advisement.

13. Prior to a ruling on the Conversion Motion, Plaintiff filed a Motion to Stay any decision the Court might be considering to lift the TRO/Injunction until further discovery took place.

14. On March 3, 2023, the Court held a status conference with the parties and indicated it intended to deny the Motion to Stay and also deny the Conversion Motion.

15. In an order entered March 8, 2023, the Court reversed its prior rulings, now concluding that Plaintiff was not entitled to *any* injunctive relief of *any* kind because 1) Plaintiff has adequate legal remedies, and 2) Plaintiff cannot show irreparable harm.

16. The Court also denied the Motion to Stay.

Conversion Motion

17. A preliminary injunction should be issued “upon a showing by the moving party that without such relief it will suffer irreparable harm, that it has a likelihood of success on the merits, and that there is no adequate remedy at law.” *Poynter Invs., Inc. v. Century Builders of Piedmont, Inc.*, 387 S.C. 583, 586–87, 694 S.E.2d 15, 17 (2010).

18. In denying the Conversion Motion, the Court stated: “I find that the Plaintiff cannot show a lack of an adequate remedy at law or irreparable harm.”³

19. However, the Court did not identify the “adequate remedy at law” that is available to Plaintiff that would provide a remedy that is adequate to the temporary injunction remedy sought with respect to Plaintiff’s Statute of Elizabeth claims.

20. The Court also failed to address any of Plaintiff’s arguments as to why no adequate legal remedy exists.

³ Presumably, the Court agreed Plaintiff made the required showing necessary to establish the likelihood of success on the merits on its Statute of Elizabeth claim and other elements necessary to establish an injunction. To the extent the Court is not ruling in Plaintiff’s favor on any other element, Plaintiff hereby re-raises those arguments and issues and asks that the Court enter a ruling addressing each of Plaintiff’s arguments. This is necessary to ensure all issues are raised to and ruled upon by the trial court, and further, to preserve appellate review of these arguments.

No Legal Remedy

21. “In order to justify a court of equity in refusing to take jurisdiction, the remedy at law must be adequate, and must attain the full end and justice of the case. It is not enough that there is some remedy at law, but that remedy must be as practical, efficient, and prompt as the remedy in equity. Stated differently, the remedy at law must be as ‘certain’ and ‘complete’ as the equitable remedy.” *PCS Nitrogen, Inc. v. Ross Dev. Corp.*, 126 F. Supp. 3d 611, 645–46 (D.S.C. 2015), dismissed sub nom. *PCS Nitrogen Inc. v. Ross Dev. Corp. Rivers*, No. 16-1540 (L), 2018 WL 2111081 (4th Cir. Mar. 19, 2018).

22. Not only did the Court fail to identify the adequate remedy at law, but it also failed to identify how any such legal remedy would be as practical, efficient, prompt, certain, and complete to “attain the full end and justice of the case” as the equitable temporary injunction remedy.

23. First, the equitable remedy of a temporary injunction prohibits Johnson from engaging in any additional asset transfers without Court approval. Clearly, if Johnson continues to give away, sell, transfer, or encumber his assets, Johnson will have no assets to satisfy a judgment in favor of Plaintiff. This is especially true when Johnson is forming Nevis LLCs and transferring assets to the Nevis LLC, which is known to have nearly impenetrable creditor protection laws.

24. In other words, lifting the temporary injunction will allow Johnson to engage in new and additional efforts to attempt to render himself judgment proof and make it practically impossible for Plaintiff to collect on the debt at issue in the First Lawsuit. This fact alone renders any legal remedy Plaintiff might obtain in the First Lawsuit in the form of a money judgment toothless.

25. As this Court found when it granted the TRO, “Plaintiff has sufficiently established a *prima facie* showing that Johnson has engaged in a series of fraudulent conveyances prohibited under South Carolina law. Specifically, Plaintiff has made a *prima facie* showing that after learning of a lawsuit against him, Johnson began to transfer and or encumber his assets, or the assets of LLCs in which he has an ownership interest, to make it practically impossible for Plaintiff to use in the future to satisfy a judgment.”

26. Plaintiff understands the Court’s view that Defendant starts with a clean slate at the stage where the Court determines whether to convert the TRO into a temporary injunction, and that the findings the Court made when issuing the TRO are not binding *per se* when deciding the appropriateness of a temporary injunction.

27. But the Court’s March 8, 2023 order completely ignores the fundamental reason why the Court previously concluded Plaintiff lacked appropriate legal remedies in the first place. Moreover, and again, the Court also fails to identify any legal remedy the Court previously overlooked when it entered the TRO, or even what legal remedy it now believes is so readily available and adequate to the Plaintiff.

Adequacy of Legal Remedy

28. Second, the Court also fails to explain how any legal remedy that might possibly exist would be adequate to the equitable temporary injunction remedy the Court is now declining to exercise.

29. The temporary injunction equitable remedy freezes the location and titling of Johnson’s assets as of the time the TRO was entered, and more importantly, prevents Johnson from engaging in additional fraudulent transfers without approval from the Court. While Johnson has already engaged in at least 7 fraudulent transactions in between the time of the First Lawsuit and

the time the TRO was entered in the Second Lawsuit, the temporary injunction prevents future *additional* transfers.

30. Declining to convert the TRO into a temporary injunction allows Johnson to engage in any transaction he would like in the future, presumably until a) a judgment is obtained, b) a *nulla bona* is returned, and c) supplemental proceedings begin. This could take years. By that time, Johnson may have transferred more assets to his Nevis LLC, may have formed more offshore LLCs outside the jurisdiction of this Court, may have engaged in more fraudulent transactions transferring assets to those LLCs, or engaged in more voluntary transfers to friends and family for no consideration.

31. Alternatively, Johnson could liquidate his holdings and spend the proceeds on depreciating or untraceable assets, sell assets to other innocent third parties for cash, or even give his assets away. Of course, innocent transferees could make more transfers to other innocent transferees, who could make transfers, who could make more transfers, etc. Even if Plaintiff could identify, trace, and sue to recover those assets (or whatever remained of them), this would involve more Statute of Elizabeth lawsuits, involve lawsuits against other third parties over more transactions, potentially require Plaintiff to litigate in foreign countries against foreign litigants, and make Plaintiff's ability to undo any future transactions exponentially more difficult, uncertain, and incomplete. This would be nothing short of a nightmare, and as the Court previously found, it would "make it practically impossible for Plaintiff to use [Johnson's assets] in the future to satisfy a judgment."

32. The temporary injunction remedy would prevent all of the above, freeze Johnson's assets in their current location (much of which are still encumbered or reside in offshore LLCs wholly owned and controlled by Johnson), but still provide Court oversight over any future,

legitimate, transactions.

33. While this might be inconvenient for Johnson, it is necessary and appropriate considering Johnson's systematic efforts to render himself judgment proof.

34. Respectfully, the Court should reconsider its ruling and identify the adequate legal remedy it believes Plaintiff has available.

35. The Court should also explain why that legal remedy is as practical, efficient, prompt, certain, and complete to "attain the full end and justice of the case" as the equitable temporary injunction remedy.

No Irreparable Harm

36. The Court also found that Plaintiff "cannot . . . show irreparable harm."

37. But again, the Court fails to explain why Plaintiff would not be irreparably harmed if Johnson engages in fraudulent transactions to voluntarily render himself judgment proof, and why it is totally rejecting its prior logic and reasoning finding that Johnson's fraudulent transactions could "make it practically impossible for Plaintiff to use [Johnson's assets] in the future to satisfy a judgment."

38. To the extent the Court is ruling that Johnson retained sufficient assets to satisfy a potential judgment, which is not evident from the March 8, 2023 order, and that the retention of those assets might give Plaintiff the ability to collect on a judgment against Johnson in the future, the Court should identify the amount of the debt Plaintiff seeks to recover in the First Lawsuit, and further, identify the assets it believes Johnson retained that will be sufficient in the Court's mind to satisfy that debt.

39. If Johnson did not retain sufficient assets, and more importantly can continue to transfer any assets he did retain in the future, it is difficult if not impossible to understand how the

Court concluded that Plaintiff “cannot” show irreparable harm.

40. Of course, if Johnson did not retain sufficient assets, it is hard to imagine a particular type of harm that would be more irreparable than Johnson voluntarily transferring all of his assets to third parties to render himself judgment proof.

41. Such a result would wholly frustrate Plaintiff’s effort to pursue Johnson’s multimillion dollar debt, render Plaintiff’s entire effort in the First Lawsuit meaningless, and allow Johnson to voluntarily transfer his assets away from Plaintiff’s and the Court’s reach, and for no consideration.

42. Not only is this harm irreparable, it is also final, complete, and incurable.

43. The Court should explain why this harm is not quintessentially irreparable.

Motion to Stay

44. In the Motion to Stay, Plaintiff requested that the Court – at a minimum – withhold any potential ruling lifting the TRO until Johnson a) provides evidence of the consideration Johnson received in exchange for the fraudulent transfers, and b) provides evidence to support his assertion that he retained sufficient assets to satisfy the debt sought in the First Lawsuit.

45. Significantly, Johnson conceded during a status conference on Friday March 3, 2023 that no consideration was given for any of the transfers at issue.

46. This is relevant to a determination whether Plaintiff is likely to succeed on merits of his Statute of Elizabeth claim:

“South Carolina courts have held that conveyances **shall be** set aside in two instances:

First, where the challenged transfer **was made** for a valuable consideration, it will be set aside if the plaintiff establishes: (1) the transfer was made by the grantor with the actual intent of defrauding his creditors; (2) the grantor

was indebted at the time of the transfer; and (3) the grantor's intent is imputable to the grantee.⁴

Second, where the transfer **was not** made on a valuable consideration, no actual intent to hinder or delay creditors must be proven. Instead, as a matter of equity, the transfer will be set aside if the plaintiff shows: (1) the grantor was indebted to him at the time of the transfer; (2) the conveyance was voluntary; and (3) the grantor failed to retain sufficient property to pay the indebtedness to the plaintiff in full—not **merely at the time of the transfer**, but in the final analysis when the creditor seeks to collect his debt.

....

Where transfers to members of the family are attacked either upon the ground of actual fraud or on account of their voluntary character, the law imposes **the burden on the transferee to establish both a valuable consideration and the bona fides of the transaction by clear and convincing testimony**. *First Union Nat'l Bank v. Smith*, 314 S.C. 459, 445 S.E.2d 457 (Ct. App. 1994) (emphasis added).⁵

12 S.C. Jur. Equity § 23.5 (emphasis added) (citations omitted).

47. Because it was beyond dispute that Johnson was 1) indebted⁶ to Plaintiff at the time

⁴ Plaintiff has shown a likelihood of success on the merits in proving that the conveyances were fraudulent by this method as well, and the Court failed to rule on this argument. Plaintiff has shown at least numerous “badges of fraud” establishing a likelihood of success on the merits including but not limited to a) “the insolvency or indebtedness of the transferor, [a] lack of consideration for the conveyance, [a] relationship between the transferor and the transferee, the pendency or threat of litigation, secrecy or concealment, [a] departure from the usual method of business, the transfer of the debtor's entire estate, the reservation of benefit to the transferor, and the retention by the debtor of possession of the property.” *First Citizens Bank & Tr. Co., Inc. v. Park at Durbin Creek, LLC*, 419 S.C. 333, 341, 797 S.E.2d 409, 413 (Ct. App. 2017). Plaintiff hereby re-raises all arguments related to the first prong so that they can be ruled upon by the Court.

⁵ Johnson admits that he is Orange Capital, LLC. See Johnson Affidavit at ¶ 59 (“I have never tried to hide my association with Orange Capital”). Additionally, in *Windsor Properties, Inc. v. Dolphin Head Constr. Co., Inc.*, 498 S.E.2d 858, 861 (S.C. 1998), the South Carolina Supreme Court approved the shifting of the burden of proof where the challenged transfer was made between intrafamily wholly owned companies and family members.

⁶ For purposes of the Statue of Elizabeth, Johnson was “indebted” to Plaintiff at the time the initial suit was filed because it is “only necessary that the debt should have been in existence or the **right of action** have accrued at or before the time of the transfer. It may be reduced to judgment at a later date. To determine whether a person is such an existing creditor as can invoke the protection of the statute **the inception of the debt or obligation is the time which controls; and not the date of the subsequent entry of judgment.**” *Matthews v. Montgomery*, 193 S.C. 118, 133, 7 S.E.2d 841, 848 (1940) (emphasis added); see also *PCS Nitrogen, Inc. v. Ross Dev. Corp.*, 127 F. Supp. 3d 568, 593 (D.S.C. 2015), vacated in part, No. 2:09-CV-03171-MBS, 2018 WL 11424153 (D.S.C. Mar. 8, 2018), and dismissed sub nom. by *PCS Nitrogen Inc. v. Ross Dev. Corp. Rivers*, No. 16-1540 (L), 2018 WL 2111081 (4th Cir.

of the transfers and (2) the conveyances were voluntary, the only issue possibly in dispute related to the second method of proving a Statute of Elizabeth violation is whether Johnson failed to retain sufficient property to pay the indebtedness to the Plaintiff at the time of the transfers.

48. As outlined in Plaintiff's Verified Complaint, at the time of the filing of the First Lawsuit, Plaintiff sought **at least** the following **actual** damages:

\$743,347	Misappropriation of Corporate Opportunities
\$2,273,901.79	Related to Improper Conduct at 30 Haul Away, LLC
\$2,582,770.32	Related to Improper Conduct at Island Funding, LLC
\$310,064.54	Related to Improper Conduct at 6 Shelly Court, LLC
<hr/>	
\$5,909,735	Actual Damages

49. While Johnson did submit an affidavit asserting that his net worth was "somewhere around \$3,000,000," Johnson Affidavit at ¶ 64, Johnson did not provide any information describing how he arrived at his net worth figure, what assets he is considering as part of this figure, in what name those assets are titled, whether or not the assets are encumbered, the metrics he used to value the assets, or what liabilities (if any) he considered or deducted as part of his calculation.⁷

50. As stated in the affidavit of Plaintiff's unchallenged forensic accountant, "Mr. Johnson did not provide **any information** in his affidavit to allow his assertion to be verified." Durant Affidavit at 17 (emphasis added).

Mar. 19, 2018) ("South Carolina Rule of Civil Procedure 18(b) allow actions for recovery of a debt and fraudulent conveyance to proceed contemporaneously, rather than previously where a creditor was required to obtain a return *nulla bona* before commencing an action to set aside a fraudulent conveyance.") The Court never ruled on this argument, which is hereby re-raised so the Court can rule on it now.

⁷ Johnson has been asked in discovery to state his net worth, what it consists of, and how he calculated it, but as of the time of the Conversion Motion hearing, the time of the March 3, 2023 status conference, and even to date, Johnson has not responded. See Outstanding Discovery (Attached as Exhibit B).

51. The Court failed to consider or otherwise address/rule on any of these factors when it denied Plaintiff's Motion to Stay.

52. The Court also failed to rule on Plaintiff's argument that because the transfers were related party/family transactions, Johnson bears the burden "**to establish both a valuable consideration and the bona fides of the transaction by clear and convincing testimony.**" *First Union Nat'l Bank v. Smith*, 314 S.C. 459, 445 S.E.2d 457 (Ct. App. 1994) (emphasis added)."

53. Finally, the Court also failed to consider and rule on Plaintiff's argument that the Court should not consider Johnson's assertion that real property held by the LLCs is valued between \$2,500,000 - \$3,000,000, (Johnson Affidavit at ¶ 64), and that he owns 50% of the LLCs.

54. This assertion by Johnson should not be considered for two reasons, neither of which the Court ruled on.

55. First, Johnson has not provided any explanation or supporting data to explain how he arrived at his valuation, how it was calculated, or whether he even considered the parties capital accounts, outstanding loans, the clouds on the title of real estate owned by the LLC, or any other factors.⁸ This renders his untested valuation assertion unreliable. It is certainly not clear and convincing evidence.

56. Second, even if Johnson were to provide sufficient evidence to support the valuation of his interest in the LLCs, these assets cannot be used to satisfy a **personal judgment** against Johnson because **those assets belong to the LLCs.** See *First Citizens Bank & Trust Co. v. Blue OX, LLC*, 812 S.E.2d 418, 422 S.C. 461 (S.C. App. 2018) (finding that debtor's assertion that assets in an LLC could be used to satisfy a judgment was improper because unless the debtor

⁸ Again, Johnson has been asked in discovery in the First Lawsuit to provide a value for property owned by the LLCs, and at the time of the Conversion Hearing, the time of the March 3, 2023 status conference, and even to date, Johnson has not responded. Id.

“attempts to pierce the corporate veil, the assets of the LLCs are not subject to execution for [debtor’s] personal liability.” The Court failed to consider and rule upon these arguments.

Conclusion

57. With the highest respect to the Court, the March 8, 2023 order is fundamentally flawed, is directly at odds with South Carolina law, is grossly unfair, and will potentially irreparable harm and extreme prejudice to Plaintiff. The Court should reconsider or amend its decision to explain what legal remedy is now available, and why that remedy is adequate. The Court should reconsider its decision to deny the Motion to Stay and determine the amount of the debt sought by Plaintiff, and further explain why it is appropriate to dissolve the injunction without – at a minimum – requiring Johnson to explain (in a way that can be tested) what assets Johnson retained to satisfy the debt. The Court should all rule on each of the arguments previously raised to the Court but not specifically ruled on.

TWENGE + TWOMBLEY LAW FIRM

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March 10, 2023

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Way back in 1906, when being a vendor to the Comstock silver mine was souring, Leete did establish a corporation. It was called Leete Syndicate. Essentially it was a Nevada and California land holding company and gold mine operator. That represented a key step in taking advantage of the protections provided by the law and financial vehicles. Overall, America is pro-business. After all, it is the headquarters for global capitalism. U.S. president Calvin Coolidge went on record as saying that business of America is business.

Acquisition

In 2008, our existing company acquired Lawyers Limited, the Nevada corporation Leete formed in 1906. That was a particularly good fit because we had launched our first firm in Nevada in 1991. The values of B.F. Leete exactly mirrored our own. In assisting clients, we can spot opportunities that our competitors may not. Those pertain to everything from which state or country to incorporate in to how to use an LLC or asset protection trust. Then, together you and the Lawyers Limited team up for success and managing threats.

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Okay, let's get technical. Lawyers Limited performs business consulting services, and assists people in developing their own financial asset management programs on behalf of individuals, families and businesses. Our key focus is in the area of the protection of financial assets and valuables from creditors, divorces, lawsuits and judgements.

For example, a physician client of ours started a side business with another practitioner. His partner sued him. So, our attorneys and consultants worked with the doctor so he could develop his own financial management program. We helped him set up a series of entities and tools. He used them for the purpose of protecting his assets from the lawsuit. He thought he would easily win. He lost. His joy was quite obvious when he called us in a choked up voice thanking us for protecting his life savings. It is calls like that that we live for.

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What B.F. Leete, who invented what became Lawyers Limited and Jeffrey Bezos, who founded Amazon, had in common was their ability to recognize opportunities that others did not. And that is how this – and needless to say, just about every entrepreneurial story starts.

Each of these business leaders also had the gut instincts and knowhow to unfurl their potentials as well as the patience to stick with it until they succeeded. Oh yes, and the confidence to brush setbacks off of their shoulders. As time progressed, Leete performed his business duties to serve the public and help other business leaders realize the dreams they had envisioned. As a result, his community thrived. Well, at least for a time. The region of his first business venture, however, is currently a ghost town with the foundational remnants of where houses and buildings once stood.

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Lawyers Limited was incorporated in the US state of Nevada in 1906. We have lawyers and experienced consultants on staff who are passionate about protecting the assets of our clients.

The words "Corporation," "Incorporated," and "Limited" and their abbreviations are called a "corporate identifier," identifying that Lawyers Limited is a corporation rather than another type of entity, but it is not a requirement. The ending, "Limited" is a bit more common in the UK and Canada than in the US. It just indicates that a company is a corporation.

In addition, our services are limited in scope as we have attorneys on staff but are not a law firm. Our company does not offer legal, tax or other professional services. For those services, see our website for an attorney or accountant. Beyond that, our organization has an "Unlimited" passion to serve clients in the US.

Be glad you called 1 888-234-4949 info@lawyerslimited.com (mailto:info@lawyerslimited.com) (tel:18882344949) (tel:14699454600)

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Asset protection trusts shield you from the vicious legal system that can plunder your hard-earned wealth. Why? It's not because the judge's first impression of you will be the sinister picture that your opponent paints of you. Winning or losing is not necessarily a matter of "right" and "wrong." It's a matter of legal opinion. After all, how many five-to-four decisions have you heard of from the nine-member US Supreme Court? There have been many. So, an asset protection trust puts you in the driver's seat. It gives you the power of negotiation. It gives you peace of mind.

Jessica and her husband were a prospective clients. She told us she had a 99% chance of winning the lawsuit that she and her husband were involved in. After all, her attorney told them he could win. She called us seeking asset protection. She and her husband head scratched. They wanted to "think about it," "do some more research," "talk to a cousin who is an attorney" (who did not specialize in asset protection). On the seventh phone call, she notified the all of the assets she and her husband had were suddenly frozen mid-lawsuit and without warning. Real estate, bank accounts...all frozen.

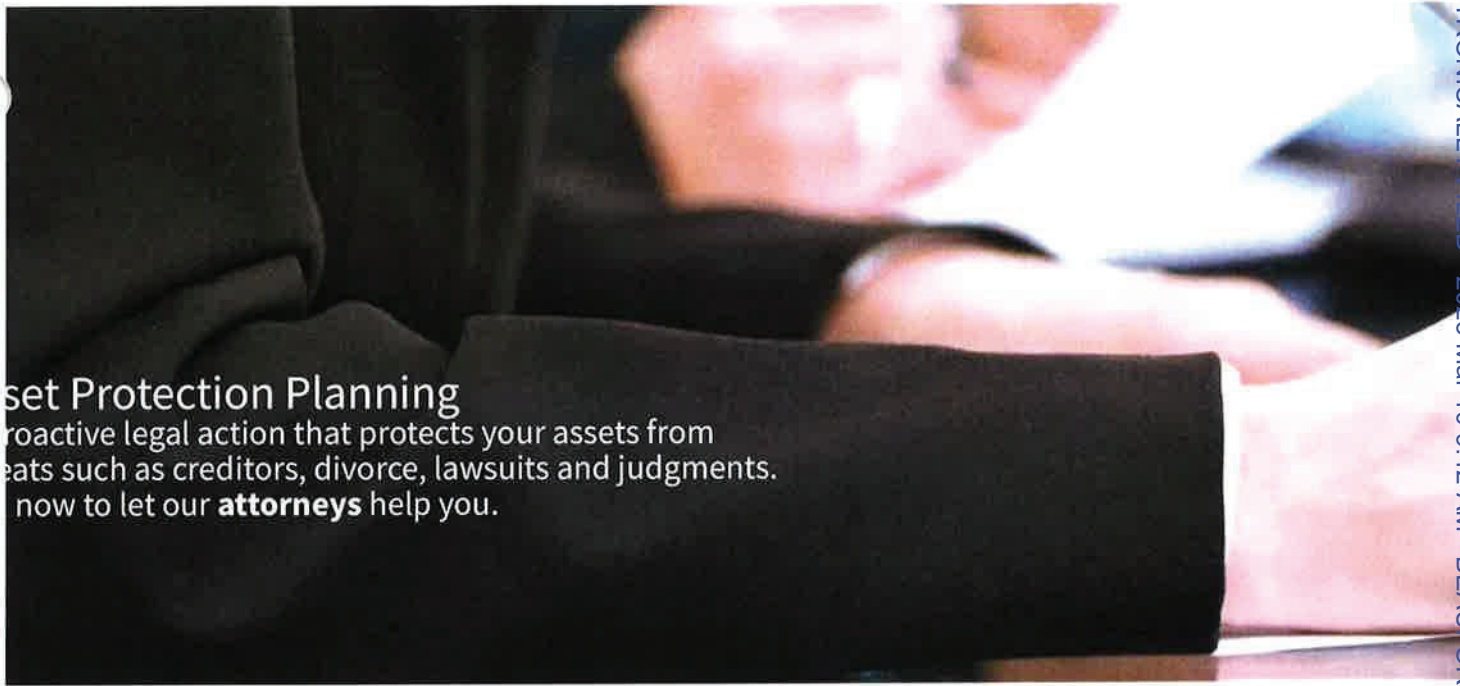
There was nothing we could do.

And the lawsuit they had a "99% chance of winning?" They lost. Everything.

When you start thinking about asset protection is usually the time to act. Don't get financially destroyed by paralysis through analysis. Act now before it's too late.

An international asset protection trust, such as the ones established by Lawyers Limited, have the strongest track records for protecting assets from lawsuits. Your local courts do not have jurisdiction over our international law firm / trustee.

Don't get robbed by an unfair legal system. Stand up and fight right now while you still can...and before it's too late.



Asset Protection Planning
 Proactive legal action that protects your assets from threats such as creditors, divorce, lawsuits and judgments.
 Now to let our **attorneys** help you.

Real Estate Asset Protection Plan

Real estate protection strategies can protect real property from lawsuits, judgments and creditors. It involves three main strategies. 1) Correctly titling property for privacy of ownership. 2) Using LLCs to shield personal assets from a real estate lawsuits. 3) Equity stripping strategies to make the property less attractive to creditors. When one uses a combination of asset protection strategies, a home owner and investor may be in a better position to limit risk of asset forfeiture.

Strategies to protect real estate from lawsuits include forming land trusts for privacy of ownership. They also include the proper use of LLCs for asset protection and lawsuit protection. In addition, they also may include the use of equity stripping liens to make the confiscation of real estate assets less likely.

So, this article discusses various real estate asset protection strategies. We talk about how to protect your home and investment properties. Described below are detailed asset protection strategies for real estate. When you are ready to proceed, call and speak with one our in-house attorneys and consultants. We can help guide you step by step and set up a plan that is right for you. Incorporated in 1906, our company has tens of thousands of clients who have trusted us to structure solid asset protection strategies to safeguard their properties.

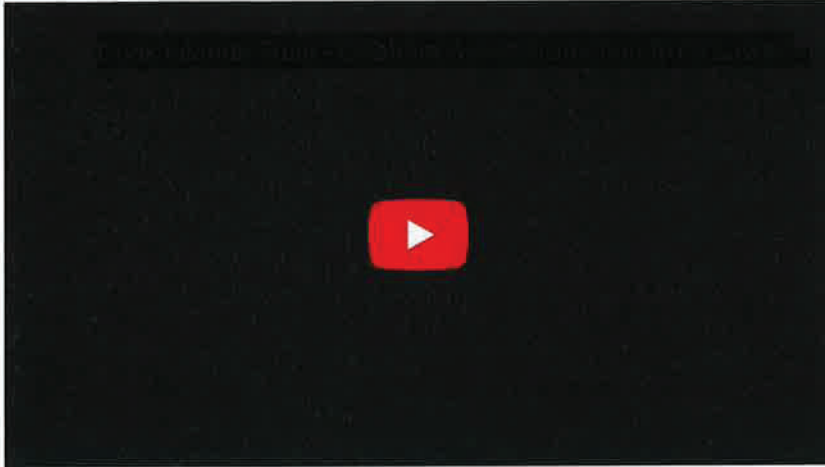
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As you will see, each element of the plan protects your assets, provides privacy and/or is a deterrent for a legal opponent. In addition, we have viable strategies on this website that secure liquid assets. Please watch the video below and then read the description of each technique.



Video: Real Estate Asset Protection for Personal Residence and Income Properties

Real Estate Asset Protection Strategies

1. Privacy of Ownership

The first element of this asset protection strategy is **privacy of ownership**. To accomplish this we establish a **land trust** for each property. You are the beneficiary of the trust, or you control the LLC that is the trust beneficiary. As such, you can sell, rent or refinance the property as you wish. Thus, you essentially have as much control as if the property was in your own name

The land trust holds title to the property. So, first, we draft the land trust. Then we draft the deed that you use to transfer the property into land trust. You keep the land trust, thus the name of its beneficiary, in your filing cabinet at home. You record the deed in the county recorder's office in the county where the property is located. The deed is the document that transfers the property from its current owner, you for example, to your trust.

Again, the first thing you gain here is privacy. That is, the property is titled to a trust, not you. Why do we do this? Here is the answer. Before a law firm makes a plan to pursue an individual, they usually run an asset check to see what is within reach. This is as

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simple as searching public records to see what you own. Thus, with your property titled to properly drafted land trusts, your name won't come up in a routine asset search.

2. Asset & Liability Protection

So, we have addressed how to hide ownership of real estate through the use of land trusts. Next, we address **asset protection** and limiting **internal liability**. That is, liability your asset creates. We do this by establishing limited liability companies, that is, we file **LLCs**. For instance, a tenant or guest slips and falls. A loose wire causes a fire that injures someone. Someone trips on a loose carpet. Someone walking by who needs money intentionally injures themselves on your property. To protect yourself, the LLC is the most common candidate.

So, we make the LLC the beneficiary of the land trust holding the title to your **investment property**. Here we gain lawsuit and asset protection as well as tax and estate planning benefits. For tax purposes, for your **personal residence**, you will usually maintain the beneficiary position yourself, and not utilize a company. So, we use a land trust plus LLC for income property. We use a land trust alone for your personal residence.



3. Equity Stripping

One final measure that acts as a powerful deterrent to creditors is to set up a separate LLC and have it mortgage the equity in your investment property. This is a publicly recorded equity line of credit type of mortgage or deed of trust recorded in the county recorder's office against each property. Doing this strips the equity out of your properties.

Then, when the "bad thing" happens and you are in legal hot water we transition to phase two. Have you ever gotten a letter from a bank saying, in effect, "We just bought your mortgage so start making monthly payments to us now?" It is very common to have one bank buy a mortgage from another bank.

So, here is what we do. We first establish an offshore trust that is beyond the reach of the local courts. We have a lender offshore that will buy the mortgage and place the



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the payments for their services that generally coincides with the value of the assets inside of custody. You agree that you are fully responsible for the payment of the fees to the extent that LL collected up front for other services includes fees that the IRA custodian

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LL requires that a company publish its existence in a designated newspaper. LL may, at its discretion, perform this function for a client, especially if required of the incorporator or organizer of the company. As shown on our website to the effect that the formation "Price includes publishing fees where required of the incorporator or organizer. LL will not publish or pay publication fees including but not limited to, publication requirements of a New York Limited Liability Company. You are hereby made aware that if you request the formation of a New York LLC that publication requirements may be substantially more costly than the initial formation of the LLC itself and you will be responsible for these fees.

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agents, representatives, and employees are not engaged in the practice of law and cannot provide legal advice. Although LL expends great efforts and respects the confidential nature of the information you are submitting to us, NO SPECIAL RELATIONSHIP or privilege exists between LL and you, limited to any Attorney-Client relationship that might exist had you consulted with a

an attorney affiliated with LL, you agree that nothing should be taken as legal advice for any use or situation. LL and/or affiliated attorneys provide general information only, are not tax accountants and will not provide you with any legal, tax or compliance related advice with respect to which you will need to seek independent professional legal and tax advice. Most or all entities are intended to be tax neutral and that any income earned, whether from a domestic or foreign source, is reportable in the year earned regardless of whether or not such funds are withdrawn or repatriated in the case of international entities. Further, any information obtained from the above named companies and/or attorney(s) is not intended to create, and discussion, receipt, viewing or indirect interaction does not constitute, an attorney-client relationship and any fees are not to be considered legal fees.

For important business matters, LL, its advisers, agents, representatives, and employees strongly recommend that you consult with an attorney licensed to practice law and a licensed CPA in the applicable jurisdiction regarding the formation of your corporation, LLC, trust or other product or service we provide for our continued operations.

TERMS AND TERM

For the services you have selected, you agree to pay us the applicable service(s) fees. All fees and charges under are nonrefundable unless we provide otherwise. As further consideration for the services, you agree to: (1) provide certain current, complete and accurate information about you as required in the account opening process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account

entered into in the US state of Florida and shall be construed in accordance with the laws of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the State and Federal Courts having jurisdiction in the County of Broward in the state of Florida and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action brought under this Agreement, the prevailing party will be entitled to reasonable court costs and attorney fees.

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This Agreement constitutes the entire agreement between you and LL and supersedes any prior agreement, written or oral, between you and LL.

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) CIVIL ACTION NO.: 2021-CP-07-01953

BLUE BELL HOLDINGS, LLC,)
)
Plaintiff,)
)
vs.)
)
GARY C. JOHNSON,)
)
Defendant.)
)
_____)

**PLAINTIFF’S STANDARD
INTERROGATORIES TO
DEFENDANT, GARY C. JOHNSON**

TO: ELIZABETH J. PALMER, ESQUIRE, ATTORNEY FOR DEFENDANT:

Blue Bell Holdings, LLC, hereinafter “Plaintiff,” requests that Gary C. Johnson, hereinafter “Defendant,” answer under oath the Standard Interrogatories hereinafter set forth within thirty (30) days after the serving thereof in accordance with Rule 33 of the South Carolina Rules of Civil Procedure.

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.
2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.
3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.


5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

6. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

7. If the defendant is improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and pleading reflecting the correct information.

TWENGE + TWOMBLEY LAW FIRM

By:



J. ASHLEY TWOMBLEY
S.C. Bar #72916
311 Carteret Street
Beaufort, SC 29902
Attorney for Plaintiff
(843) 982-0100
twombley@twlawfirm.com

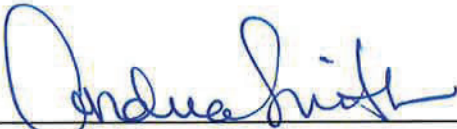
Beaufort, South Carolina

December 9, 2022

CERTIFICATE OF MAILING

The undersigned, Andrea Smith, hereby avers that she is the Paralegal to TWENGE + TWOMBLEY LAW FIRM, Attorneys for Plaintiff, and that on the 9th day of December 2022 a true and accurate copy of the attached was placed in an envelope with first class postage thereon prepaid through the United States Postal Service, and mailed to all counsel of record as follows:

Elizabeth J. Palmer, Esquire
Saxton & Stump
151 Meeting Street, Suite 350
Charleston, SC 29401
(843) 277-8034
ep@saxtonstump.com
Attorney for Defendant, Gary C. Johnson

BY: 

Andrea Smith, Paralegal to
TWENGE + TWOMBLEY LAW FIRM

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT)	CIVIL ACTION NO.: 2021-CP-07-01953

BLUE BELL HOLDINGS, LLC,)
)
Plaintiff,)
)
vs.)
)
GARY C. JOHNSON,)
)
Defendant.)
)

**PLAINTIFF’S SECOND SET OF
INTERROGATORIES TO
DEFENDANT, GARY C. JOHNSON**

TO: ELIZABETH J. PALMER, ESQUIRE, ATTORNEY FOR DEFENDANT:

Blue Bell Holdings, LLC, hereinafter “Plaintiff,” requests that Gary C. Johnson, hereinafter “Defendant,” answer under oath the Second Set of Interrogatories hereinafter set forth within thirty (30) days after the serving thereof in accordance with Rule 33 of the South Carolina Rules of Civil Procedure.

I. INSTRUCTIONS

A. These Interrogatories shall be deemed continuing so as to require supplemental answers if you or your attorneys obtain further information between the time answers are served and the time of trial.

B. All answers should be made separately, fully, and completely. When an interrogatory calls for an answer in more than one part, each part should be separated so that the answer is clearly understandable.

C. If any of these interrogatories cannot be answered in full, you must answer to the fullest extent possible, specifying the reasons for your inability to answer the remainder, and stating whatever information, knowledge or belief you do have concerning the unanswered portion.

II. DEFINITIONS

The following terms shall have the meanings stated below:

A. “Document” means every writing or record (whether an original or a copy) of every type and description that is or has been in your possession, custody, or control or of which you have knowledge, including those in electronic form; and every copy of every such writing or record where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear on the original. The term “documents” shall also include any summary of a document or documents called for hereinafter.

B. “Plaintiff” means Blue Bell Holdings, LLC, the named Plaintiff in this action.

C. “Defendant” means Gary C. Johnson, the named Defendant in the action.

D. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request any document that otherwise might be outside the scope of this request.

E. “Referring to,” “relating to,” “regarding,” and “evidencing,” as used herein mean in whole or in part discussing, describing, reflecting, memorializing, containing, comprising, analyzing, studying, reporting on, commenting on, evidencing, constituting, embodying, identifying, stating, considering, recommending, setting forth, concerning, dealing with, or in any way pertaining to.

III. INTERROGATORIES

1. Set forth the name of each and every corporate entity, partnership, limited liability company, or other entity or association of any kind in which you have or otherwise own any

interest, manage in any way, or otherwise have or had a connection or association with during the past thirteen (13) years. Include the name of the entity, the nature of your relationship and position with the entity, when the relationship began and ended, why the relationship began and ended, the purpose of the entity, and all owners, managers, shareholders, stockholders, interest holders, or other agents of the entity.

2. Identify each and every bank, investment or other financial account for which you have or had signature authority at any time during the past thirteen (13) years, including in your response the name of the bank, the name of the account holder, the bank account number, the time period in which you have had signature authority over the account, and if you no longer have signature authority, when and why it ended.

3. From October 26, 2021 until the present time, set forth every asset with a value of over \$5,000 that you have sold, assigned, transferred, mortgaged, traded, pledged, gifted, surrendered, or otherwise disposed of or encumbered including in your response a description of the transaction, the names of any other individuals or entities that were parties to the transactions or otherwise participated or had knowledge of the transaction, the purpose the transaction, and the name of any lawyer or law firm who had knowledge of the transaction.

4. For each entity identified in response to Interrogatory Number 1, set forth every asset with a value of over \$5,000 that the entity sold, assigned, transferred, mortgaged, traded, pledged, gifted, surrendered, or otherwise disposed of or encumbered including in your response a description of the transaction, the names of any other individuals or entities that were parties to the transaction or otherwise participated in the transaction when it occurred, who approved the transaction, the purpose of the transaction, and the role you played related to the transaction.

5. Since the time you received notice of this suit, set forth every asset with a value of over \$5,000 that the entities identified in response to interrogatory number 1 has sold, transferred, mortgaged, assigned, traded, pledged, surrendered, or otherwise disposed of or encumbered including in your response a description of the transaction, the names of any other individuals or entities that were parties to the transaction or otherwise participated in the transaction, when the transaction occurred, the consideration you (or any entity in which you have an association) provided related to the transaction.

6. Set forth the name and address for any lawyer or law firm that has represented you or provided legal advice to you at any time since 2009 and include a basic non-privileged description of the subject matter of the representation, when the representation began, and when the representation ended.

7. Set forth the name and address for any lawyer or law firm that has represented any entity identified in response to Interrogatory Number 1 and include a basic non-privileged description of the subject matter of the representation, when the representation began, and when the representation ended.

8. If you borrowed money, or attempted to borrow money, from a bank or other financial institution since 2009, or if you signed a personal guarantee in any way related to a loan or potential loan since 2009, set forth the name of the bank or financial institution that you dealt with.

9. Set forth your net worth and include in your response how you calculated your net worth and all documents you consulted or otherwise used to arrive at your net worth and any individuals you consulted to arrive at your net worth.

10. Set forth a list of all computers, cell phones, laptops, iPads, cell phone numbers, cell phone carriers, email accounts, and social medial accounts, that you have utilized since 2009. For any device (phone, iPad, computer), indicate the current location of the device and whether it is in your possession, custody and control – and if not, who has possession, custody and control of the device at this time.

11. For each piece of parcel of property identified on Exhibit A, set forth the current value of each parcel.

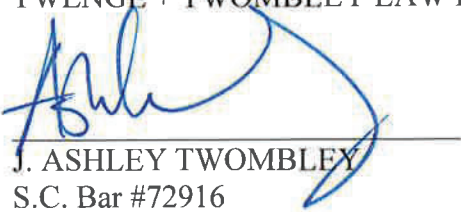
12. If you have previously held any opinion as to the value of any parcel of property identified on Exhibit A, set forth all such opinions.

13. If you believe that you have any financial obligations or owe any debts to Plaintiff, David Brosman (or associated LLCs or entities), 30 Haul Away, LLC, Island Funding, LLC, or 6 Shelley Court, LLC for any reason, set forth the amount you contend you owe/what the financial obligation is, when the debt/obligation arose, and when you plan to pay back the obligation/debt.

14. Provide a list of all gifts made over \$5,000 in value over the past 13 years.

TWENGE + TWOMBLEY LAW FIRM

By:



J. ASHLEY TWOMBLEY
S.C. Bar #72916
311 Carteret Street
Beaufort, SC 29902
Attorney for Plaintiff
(843) 982-0100
twombley@twlawfirm.com


Beaufort, South Carolina

December 9, 2022

CERTIFICATE OF MAILING

The undersigned, Andrea Smith, hereby avers that she is the Paralegal to TWENGE + TWOMBLEY LAW FIRM, Attorneys for Plaintiff, and that on the 9th day of December 2022 a true and accurate copy of the attached was placed in an envelope with first class postage thereon prepaid through the United States Postal Service, and mailed to all counsel of record as follows:

Elizabeth J. Palmer, Esquire
Saxton & Stump
151 Meeting Street, Suite 350
Charleston, SC 29401
(843) 277-8034
ep@saxtonstump.com
Attorney for Defendant, Gary C. Johnson

BY: 

Andrea Smith, Paralegal to
TWENGE + TWOMBLEY LAW FIRM

Property Address/ Legal Description	County	Property ID
LT 24 ST HELENA ISLAND	Beaufort	R300 018 000 0209 0000
20 KATO LN	Beaufort	R100 024 000 0135 0000
11.96 AC POR of Block W, Rose Hill Plantation	Beaufort	R600 031 000 0101 0000
713 MAY RIVER RD	Beaufort	R600 038 000 004B 0000
7 CALLISON LN, Town of Bluffton	Beaufort	R610 038 000 0020 0000
20 MARTHA BROWN CIR, Town of Bluffton	Beaufort	R610 039 000 0045 0000
30 MARTINANGEL LN	Beaufort	R800 025 00A 0030 0000
0 Wilhelmina Dr.	Charleston	2000000084
1172 HONEY HILL RD	Jasper	029-00-02-080
0 FOLLY RD	Charleston	3341000012
MARY ANN POINT RD	Charleston	2810000246
1061 DUNBAR CT	Aiken	036-09-01-021
383 SHILOH HEIGHTS RD	Aiken	119-13-12-006
80 JOHNSON LANDING	Beaufort	R200 004 000 0367 0000
OLD FISH HAUL PLANT PAR B PB35 P249	Beaufort	R510 004 000 0292 0000
155 DILLION RD Unit 2225	Beaufort	R510 005 000 020B 2225
APT 143 SEA CABIN PHIII 09-04-1980	Beaufort	R552 015 000 0225 0143
160 SIMMONSVILLE RD, Town of Bluffton	Beaufort	R610 031 000 019B 0000

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) CIVIL ACTION NO.: 2021-CP-07-01953

BLUE BELL HOLDINGS, LLC,)
)
Plaintiff,)
)
vs.)
)
GARY C. JOHNSON,)
)
Defendant.)
)
_____)

**PLAINTIFF’S FIRST SET OF
REQUESTS FOR PRODUCTION TO
DEFENDANT, GARY C. JOHNSON**

TO: ELIZABETH J. PALMER, ESQUIRE, ATTORNEY FOR DEFENDANT:

Blue Bell Holdings, LLC, hereinafter “Plaintiff,” requests that Gary C. Johnson, hereinafter “Defendant,” within thirty (30) days from the date of service hereof, produce for inspection, copying or for any purpose within the scope of Rule 34 of the South Carolina Rules of Civil Procedure, the following documents or things which are in or may be in possession, custody or control of Defendant, Defendant’s agents, servants or attorneys:

I. INSTRUCTIONS

Plaintiff incorporates by reference, as if fully set forth herein, the instructions contained in S.C.R.C.P. 34, and in supplement thereof states the following:

A. Possession, Custody, or Control. Defendant is requested to produce all documents requested below that are in its possession, custody, or control, or are otherwise known or available to Defendant, whether located in Defendant’s files, or the files of Defendant’s employer, agents, managers, supervisors, or co-workers.

B. Manner of Objections and Inability to Respond. If Defendant objects to part of a request, Defendant should state the objection and answer the remaining portion of the request. If any

of the following requests cannot be responded to in full after exercising due diligence to secure the necessary information, please so state and answer to the extent possible, specifying Defendant's inability to answer the remainder, and stating whatever information Defendant has concerning the unanswered portions. If Defendant's responses are qualified in any particular way, please set forth the details of such qualifications.

C. Documents No Longer In Defendant's Possession, Custody, or Control. Whenever production is requested of a document that is no longer in the possession, custody, or control of Defendant, Defendant's representatives, or agents, Defendant's responses should identify the document by name, number, form or description, and by date made. Defendant should also state when the document was most recently in Defendant's possession, custody, or control, the disposition made of the document, and the identity of the person or persons now in possession, custody, or control of such document. If the document has been destroyed, the response should state the reason for its destruction and the identity of the person or persons who destroyed the document as well as who directed that the document be destroyed.

D. Manner of Production. The documents produced pursuant to these requests shall be separately produced for each paragraph of the request or, in the alternative, shall be identified as complying with the particular paragraph or paragraphs to which they are responsive.

E. Privileged Documents. If Defendant asserts attorney-client, work product, or any other privilege as to a document requested, then he shall provide an identification of each such document, including the nature of the document, the sender, the author, the recipient of each copy, the date, the name of each person to whom the original of any copy was circulated, the basis for assertion of privilege, and a summary statement of the subject matter of the document sufficient to allow the Court to reach a determination as to said privilege.

F. Singular and Plural Forms. Whenever appropriate, the singular form of a word should be read in the plural so as to bring within the scope of these production requests any information which might otherwise be construed to be outside the scope.

G. Supplementation of Responses. These requests are deemed to be continuing to the extent permitted by S.C.R.C.P. 26. Plaintiff makes the demand upon Defendant that, if at any later date Defendant obtains additional responsive documents different from those produced in response to these requests, Defendant should promptly notify Plaintiff of the existence of such documents and permit their inspection and copying within a reasonable time.

II. DEFINITIONS

The following terms shall have the meanings stated below:

A. “Document” means every writing or record (whether an original or a copy) of every type and description that is or has been in your possession, custody, or control or of which you have knowledge, **including those in electronic form**; and every copy of every such writing or record where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear on the original. The term “documents” shall also include any summary of a document or documents called for hereinafter.

B. “Plaintiff” means Blue Bell Holdings, LLC, the named Plaintiff in this action.

C. “Defendant” means Gary C. Johnson, the named Defendant in the action.

D. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request any document that otherwise might be outside the scope of this request.

E. “Referring to,” “relating to,” “regarding,” and “evidencing,” as used herein mean in whole or in part discussing, describing, reflecting, memorializing, containing, comprising, analyzing,

studying, reporting on, commenting on, evidencing, constituting, embodying, identifying, stating, considering, recommending, setting forth, concerning, dealing with, or in any way pertaining to.

III. REQUESTS FOR PRODUCTION

1. All documents and data you used, consulted, or otherwise viewed when responding to Plaintiff's interrogatories.
2. All emails and text messages with Stephen Halpern during the past 20 years.
3. All emails and text messages to Holly Angel.
4. All financial records and emails, text messages, letters, correspondence, or other form of recordable communications in any way related to the Everglades boat (Hull ID # RJD00881G607) and the attached Honda outboard motor (serial # BAGJ1403759) and the 2014 insurance claim related to the aforementioned boat.
5. All books, records, meeting minutes, emails, text messages, letters, notes, or any other records any of kind in any way related to Dr. David Brosman, Blue Bell, ___ Island Funding, LLC; 30 Haul Away, LLC; Ocean Trust, LLC; Shoreline Funding, LLC; 6 Shelley Court LLC; and Johnson Halpern Partnership.
6. All individual tax returns, and supporting documentation, from 2009 until the present.
7. All tax returns for and any entity identified in response to interrogatory number 1 from 2009 through the current time, including all supporting documentation.
8. All loan applications or credit applications you have prepared, submitted or signed to borrow money during the past 13 years.

9. All declarations pages and policies of insurance for any property (real or personal) you have insured during the past 13 years.

10. All declarations pages and policies of insurance for any entity identified in response to interrogatory number 1 that provide any form of insurance coverage during the past 13 years.

11. All credit reports for you obtained at any time during the past 13 years.

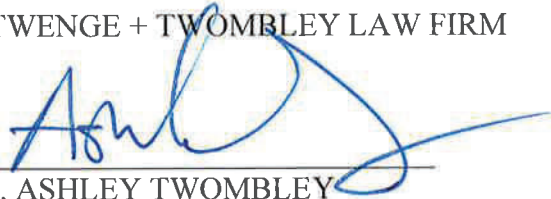
12. Produce a signed copy of Exhibit B, IRS tax return authorization.

13. A privilege log for all documents withheld for any reason.

These Requests for Production continue and must be supplemented until conclusion of case.

TWENGE + TWOMBLEY LAW FIRM

By:



J. ASHLEY TWOMBLEY
S.C. Bar #72916
311 Carteret Street
Beaufort, SC 29902
Attorney for Plaintiff
(843) 982-0100
twombley@twlawfirm.com

Beaufort, South Carolina

December 9, 2022

CERTIFICATE OF MAILING

The undersigned, Andrea Smith, hereby avers that she is the Paralegal to TWENGE + TWOMBLEY LAW FIRM, Attorneys for Plaintiff, and that on the 9th day of December 2022 a true and accurate copy of the attached was placed in an envelope with first class postage thereon prepaid through the United States Postal Service, and mailed to all counsel of record as follows:

Elizabeth J. Palmer, Esquire
Saxton & Stump
151 Meeting Street, Suite 350
Charleston, SC 29401
(843) 277-8034
ep@saxtonstump.com
Attorney for Defendant, Gary C. Johnson

BY:



Andrea Smith, Paralegal to
TWENGE + TWOMBLEY LAW FIRM

Form **4506**

Request for Copy of Tax Return

(November 2021)

- ▶ Do not sign this form unless all applicable lines have been completed.
- ▶ Request may be rejected if the form is incomplete or illegible.
- ▶ For more information about Form 4506, visit www.irs.gov/form4506.

OMB No. 1545-0429

Department of the Treasury
Internal Revenue Service

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling **1-800-908-9946** for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use [Get Transcript](#) to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

<p>1a Name shown on tax return. If a joint return, enter the name shown first.</p> <p>Gary C. Johnson</p>	<p>1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)</p> <p style="text-align: center;">[REDACTED]</p>
<p>2a If a joint return, enter spouse's name shown on tax return.</p>	<p>2b Second social security number or individual taxpayer identification number if joint tax return</p>

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

4 Previous address shown on the last return filed if different from line 3 (see instructions)

5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.
J. Ashley Twombly, Twenge + Twombly Law Firm, 311 Carteret Street, Beaufort, SC 29902 (843) 982-0100

Caution: If the tax return is being sent to the third party, ensure that lines 5 through 7 are completed before signing. (see instructions).

6 Tax return requested. Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ 1040

Note: If the copies must be certified for court or administrative proceedings, check here

7 Year or period requested. Enter the ending date of the tax year or period using the mm/dd/yyyy format (see instructions).

<u>12 / 31 / 2009</u>	<u>12 / 31 / 2010</u>	<u>12 / 31 / 2011</u>	<u>12 / 31 / 2012</u>
<u>12 / 31 / 2013</u>	<u>12 / 31 / 2014</u>	<u>12 / 31 / 2015</u>	<u>12 / 31 / 2016</u>

8 Fee. There is a \$43 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.

a Cost for each return	\$	
b Number of returns requested on line 7		8
c Total cost. Multiply line 8a by line 8b	\$	344.00

9 If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506. See instructions.

Phone number of taxpayer on line 1a or 2a

Sign Here	▶ Signature (see instructions)	▶ Date
	▶ Gary C. Johnson	▶ Title (if line 1a above is a corporation, partnership, estate, or trust)
	▶ Spouse's signature	▶ Date
	▶ Print/Type name	

Form **4506**
(November 2021)
Department of the Treasury
Internal Revenue Service

Request for Copy of Tax Return

OMB No. 1545-0429

- ▶ Do not sign this form unless all applicable lines have been completed.
- ▶ Request may be rejected if the form is incomplete or illegible.
- ▶ For more information about Form 4506, visit www.irs.gov/form4506.

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling **1-800-908-9946** for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use **Get Transcript** to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first. Gary C. Johnson	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) <div style="background-color: black; width: 100px; height: 15px; margin: 0 auto;"></div>
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

4 Previous address shown on the last return filed if different from line 3 (see instructions)

5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.
 J. Ashley Twombly, Twenge + Twombly Law Firm, 311 Carteret Street, Beaufort, SC 29902 (843) 982-0100

Caution: If the tax return is being sent to the third party, ensure that lines 5 through 7 are completed before signing. (see instructions).

6 Tax return requested. Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶ 1040

Note: If the copies must be certified for court or administrative proceedings, check here

7 Year or period requested. Enter the ending date of the tax year or period using the mm/dd/yyyy format (see instructions).

<u>12 / 31 / 2017</u>	<u>12 / 31 / 2018</u>	<u>12 / 31 / 2019</u>	<u>12 / 31 / 2020</u>
<u>12 / 31 / 2021</u>	<u>12 / 31 / 2022</u>	_ / _ / _	_ / _ / _

8 Fee. There is a \$43 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.

a Cost for each return	\$	
b Number of returns requested on line 7		6
c Total cost. Multiply line 8a by line 8b	\$	258.00

9 If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506. See instructions.

Phone number of taxpayer on line 1a or 2a

Sign Here

Signature (see instructions) Gary C. Johnson <small>Print/Type name</small>	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	Spouse's signature
Spouse's signature	Date
Print/Type name	

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity and Special Circuit Court Judge for Beaufort County

Case No. 2022-CP-07-02454

Blue Bell Holdings, LLC..... Appellant

v.

Gary C. Johnson; Stephen D. Halpern; Holly A. Angel; Holly Ann LLC;
Belmont Properties, LLC; Johnson Halpern Partnership; Shoreline Funding,
LLC and Orange Capital, LLC,..... Respondents

NOTICE OF APPEAL

Blue Bell Holdings, LLC, appeals the Order denying the motion to stay and additionally, deny the conversion of the TRO to an injunction. Appellant received written notice of the Order on March 8, 2023. A copy of the order is attached as **Exhibit A**.

TWENGE + TWOMBLEY LAW FIRM

BY: s/J. Ashley Twombley
J. ASHLEY TWOMBLEY (S.C. Bar No. 72916)
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twombley@twlawfirm.com

and

Thornwell F. Sowell, III (SC Bar No. 5197)
Bess J. DuRant (SC Bar No. 77920)
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1325 Park Street, Suite 100
Columbia, South Carolina 29201
(803) 722-1100
bsowell@sowelldurant.com
bdurant@sowelldurant.com

Attorneys for Appellant Blue Bell Holdings, LLC

Beaufort, South Carolina

March 10, 2023

OTHER COUNSEL OF RECORD:

Elizabeth J. Palmer, Esquire (S.C. Bar No. 73680)
SAXTON & STUMP, LLC
151 Meeting St., Ste. 350
Charleston, SC 29402
(843) 277-8034
ep@saxtonstump.com

Attorney for Respondent Gary C. Johnson and Shoreline Funding, LLC

Lee Anne Walters, Esquire (S.C. Bar No. 74984)
WALTERS LAW
Post Office Box 1214
Beaufort, SC 29902
(843) 379-0973
leeanne@walterslawsc.com

*Attorney for Respondents Holly Angel, Holly Ann LLC,
Stephen Halpern and Belmont Properties LLC*

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
Blue Bell Holdings, LLC,)
Plaintiff(s),)
vs.)
Gary C. Johnson, et al.,)
Defendant(s).)
_____)

IN THE COURT OF COMMON PLEAS
CASE NO: 2022-CP-07-02454

ORDER

This case before me on the continuation of the TRO hearing and on Plaintiff’s Motion to Stay Potential Decision Lifting Injunctive Relief that was filed on March 2nd, 2023. After hearing from parties, I hereby deny the Motion to Stay and, additionally deny the conversion of the TRO to an injunction.

Specifically, I find that the Plaintiff cannot show a lack of an adequate remedy at law or irreparable harm.

The TRO is dissolved.

IT IS SO ORDERED:

Honorable Marvin H. Dukes, III
Master in Equity and Special Circuit Court Judge
for Beaufort County

March _____, 2023
Beaufort, South Carolina



Beaufort Common Pleas

Case Caption: Blue Bell Holdings Llc VS Gary C Johnson , defendant, et al

Case Number: 2022CP0702454

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity and Special Circuit Court Judge for Beaufort County

Case No. 2022-CP-07-02454

Blue Bell Holdings, LLC..... Appellant

v.

Gary C. Johnson; Stephen D. Halpern; Holly A. Angel; Holly Ann LLC;
Belmont Properties, LLC; Johnson Halpern Partnership; Shoreline Funding,
LLC and Orange Capital, LLC,..... Respondents

PROOF OF SERVICE

I certify that I have caused the service of the Notice of Appeal on Respondents by electronic mail using their email address listed in the Attorney Information System, addressed as follows and by depositing a copy of it in the United States Mail, postage prepaid, on March 9, 2023, to their attorneys of record at the addresses listed below.

Elizabeth J. Palmer (S.C. Bar #73680)
SAXTON & STUMP, LLC
151 Meeting St., Ste. 350
Charleston, SC 29402
(843) 277-8034
ep@saxtonstump.com
Attorney for Respondent Gary C. Johnson

Lee Anne Walters (S.C. Bar No. 74984)
WALTERS LAW
Post Office Box 1214
Beaufort, SC 29902
(843) 379-0973
leeanne@walterslawsc.com
***Attorney for Respondents Holly Angel, Holly Ann LLC,
Stephen Halpern and Belmont Properties LLC***

TWENGE + TWOMBLEY LAW FIRM

BY: s/J. Ashley Twombley
J. ASHLEY TWOMBLEY (S.C. Bar No. 72916)
311 Carteret Street
Beaufort, SC 29902
(843) 982-0100
twombley@twlawfirm.com

and

Thornwell F. Sowell, III (SC Bar No. 5197)
Bess J. DuRant (SC Bar No. 77920)
SOWELL & DuRANT, LLC
1325 Park Street, Suite 100
Columbia, South Carolina 29201
(803) 722-1100
bsowell@sowelldurant.com
bdurant@sowelldurant.com

Attorneys for Appellant Blue Bell Holdings, LLC

Beaufort, South Carolina

March 10, 2023

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) CIVIL ACTION NO.: 2022-CP-07- 2454

Blue Bell Holdings, LLC,)
)
Plaintiff,)
vs.)

SUMMONS

(Jury Trial Demanded)

Gary C. Johnson; Stephen D. Halpern;)
Holly A. Angel; Holly Ann, LLC;)
Belmont Properties, LLC; the Johnson)
Halpern Partnership; Shoreline Funding,)
LLC; and Orange Capital, LLC (Nevis),)
)
Defendants.

TO: DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Verified Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Verified Complaint on the Plaintiff by and through its attorney(s), J. Ashley Twombly of TWENGE + TWOMBLY LAW FIRM, 311 Carteret Street, Beaufort, SC 29902, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Verified Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Verified Complaint. Any answer that you serve on the parties in this action must be filed with the Clerk of Court within a reasonable period of time after service.

TWENGE + TWOMBLEY LAW FIRM

BY: s/J. Ashley Twombley
J. ASHLEY TWOMBLEY
S.C. Bar #72916
311 Carteret Street
Beaufort, SC 29902
(843) 982-0100
twombley@twlawfirm.com
Attorney for Plaintiff

Beaufort, South Carolina

December 21, 2022

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) CIVIL ACTION NO.: 2022-CP-07- 2454

Blue Bell Holdings, LLC,)
)
Plaintiff,)
vs.)
)
Gary C. Johnson; Stephen D. Halpern;)
Holly A. Angel; Holly Ann, LLC;)
Belmont Properties, LLC; the Johnson)
Halpern Partnership; Shoreline Funding,)
LLC; and Orange Capital, LLC (Nevis),)
)
Defendants.

VERIFIED COMPLAINT
(Jury Trial Demanded)

TO: DEFENDANTS ABOVE NAMED:

Plaintiff Blue Bell Holdings, LLC (“Plaintiff”) complaining of the Defendants Gary C. Johnson; Stephen D. Halpern; Holly A. Angel; Holly Ann, LLC; Belmont Properties, LLC; Johnson Halpern Partnership; Shoreline Funding, LLC; and Orange Capital, LLC (Nevis) alleges as follows:

This is a case of fraud and manipulation undertaken by a Defendant – who saw the writing on the wall – and then took illegal actions in a transparent attempt to escape a multimillion-dollar liability. Gary Johnson misappropriated millions of dollars from Plaintiff and got caught. Faced with the reality that his behavior was indefensible, and further, that a multi-million-dollar judgment was closing in, Johnson orchestrated an illegal scheme to move, hide, obscure, and transfer his assets out of his name. Johnson’s actions are nothing more than a blatant attempt to portray himself as a judgment proof defendant, and manipulate South Carolina’s civil justice system for his own financial benefit. In order to right this wrong and maintain the integrity of the civil justice system,

the Court must step in, and fast. Failure to stop Johnson now will cause irreparable harm to Plaintiff, make a mountain of additional work for the Court, and reward a bad actor who cares only about himself.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a limited liability company organized and existing pursuant to the laws of South Carolina with its principal place of business in Beaufort County, South Carolina.

2. Defendant Gary C., Johnson (“Defendant Johnson”) is a citizen and resident of Beaufort County, South Carolina.

3. Defendant Stephen D. Halpern (“Defendant Halpern”) is resident and citizen of Beaufort County, South Carolina.

4. Defendant Holly A. Angel (“Defendant Angel”) is a resident and citizen of Beaufort County, South Carolina.

5. Upon information and belief, Holly Ann, LLC (“Defendant Holly Ann, LLC”) is a limited liability company organized and existing pursuant to the laws of South Carolina with its principal place of business in Beaufort County, South Carolina.

6. Belmont Properties, LLC (“Defendant Belmont”) is a limited liability company organized and existing pursuant to the laws of South Carolina with its principal place of business in Beaufort County, South Carolina.

7. Johnson Halpern Partnership (the “Johnson Halpern Partnership”) is a partnership organized and existing pursuant to the laws of South Carolina with its principal place of business in Beaufort County, South Carolina.

8. Shoreline Funding, LLC (“Defendant Shoreline”) is a limited liability company organized and existing pursuant to the laws of South Carolina with its principal place of business in Beaufort County, South Carolina.

9. Upon information and belief, Orange Capital, LLC (Nevis) is a “Nevis” limited liability company formed by Gary Johnson or at his direction for the purpose of conspiring with his co-defendants to defraud Plaintiff.

10. The acts and omissions complained of herein occurred in Beaufort County, South Carolina.

11. The Court has jurisdiction over the matters alleged herein pursuant to S.C. Code Annotated §§ 36-2-803 and 36-2-802, Article V of the Constitution of South Carolina, and the Court’s plenary powers.

12. Plaintiff is informed and believes that venue is proper in the Court of Common Pleas for Beaufort County, South Carolina because one or more Defendants reside in Beaufort County and because the majority of Defendants’ conduct giving rise to this action occurred in Beaufort County.

FACTUAL BACKGROUND AND ALLEGATIONS

13. This matter arises out of an initial lawsuit filed by Plaintiff against Defendant Gary C. Johnson on October 26, 2021 in Beaufort County, South Carolina, Civil Action Number 2021-CP-70-01953 hereinafter referred to as “the Lawsuit”.

14. The Lawsuit arises our Plaintiff and Defendant Johnson each forming and owning own a 50% interest in two (2) limited liability companies: 30 Haul Away, LLC and Island Funding, LLC.

15. Each are South Carolina limited liability companies that were formed for the purpose of acquiring distressed real property and holding, and/or renting, and/or improving the properties for future sale at a profit.

16. Plaintiff Blue Bell (or its predecessor in interest) and Defendant Johnson also owned a 50% interest in a third LLC, 6 Shelley Court, LLC. It too was formed for the purpose of acquiring distressed real property and holding, and/or renting, and/or improving the properties for future sale at a profit.

17. 30 Haul Away, LLC, Island Funding, LLC, and 6 Shelley Court, LLC (hereinafter “the LLCs”) were formed on June 1, 2009, November 16, 2012, and December 11, 2009, respectively.

18. The operating agreements for the LLCs were entered into on or around the date of formation, and the LLCs are governed by their respective operating agreements and by the South Carolina Limited Liability Company Act found at S.C. Code § 33-44-101 to § 33-44-1208.

19. The operating agreements, attached hereto as **Exhibit A**, all provide that by signing them, each member represents and warrants that the execution, delivery, and performance under the operating agreement does not “conflict with any other agreement or arrangement to which that Member is a party or by which it is bound.”

20. Further, the operating agreements did not alter, reduce, or limit the fiduciary duties owed by a member to a member-managed company and its other members, the fiduciary duties are stated in § 33-44-409.

The Lawsuit

21. Plaintiff initiated the Lawsuit after making a shocking discovery that Johnson had breached the terms of the applicable operating agreements, as well as South Carolina law, and stolen millions of dollars from the LLCs for his own personal benefit.

22. Specifically, Plaintiff discovered:

- Johnson stole \$561,183.59 in cash distributions by writing himself the following checks from Island Funding, LLC:

Date	Number	Amount
06/28/2013	1090	21,188.00
09/16/2013	1171	1,307.00
09/16/2013	1173	6,508.00
09/16/2013	1174	277.00
11/20/2013	1239	5,704.58
06/25/2014	1433	8,582.63
03/10/2015	1615	7,252.97
03/10/2015	1616	36,117.88
04/07/2017	1905	11,745.53
07/27/2017	1907	12,500.00
08/10/2017	1935	12,500.00
09/20/2017	1954	12,500.00
10/08/2017	1959	12,500.00
11/09/2017	1972	12,500.00
12/29/2017	2000	12,500.00
03/13/2018	2028	12,500.00
05/22/2018	2046	12,500.00
09/25/2018	2072	12,500.00
10/18/2018	2082	12,500.00
11/15/2018	2091	12,500.00
01/31/2019	2099	12,500.00
02/19/2019	2100	12,500.00
03/11/2019	2101	12,500.00
04/09/2019	2107	12,500.00
05/13/2019	2111	12,500.00
06/20/2019	2125	12,500.00
08/19/2019		12,500.00
10/07/2019	2131	12,500.00
10/17/2019	2139	12,500.00
11/01/2019	2145	12,500.00
12/04/2019	2099a	12,500.00
01/06/2020	2161	12,500.00

02/01/2020	2166	12,500.00
03/09/2020	2182	12,500.00
04/06/2020	2188	12,500.00
05/11/2020	2196	12,500.00
06/18/2020	2204	12,500.00
07/03/2020	2203	12,500.00
08/07/2020	2209	12,500.00
09/04/2020	2213	12,500.00
10/02/2020	2219	12,500.00
11/04/2020	2230	12,500.00
12/07/2020	2233	12,500.00
01/12/2021	2244	12,500.00
02/09/2021	2254	12,500.00
03/09/2021	2263	12,500.00
	Total	<u>561,183.59</u>

- Johnson wrote himself distribution checks from 30 Haul Away LLC totaling \$152,778;
- Johnson misappropriated \$1,310,931.00 in profit (including interest) by secretly diverting profits from real estate sales to himself in violation of his fiduciary duty to Plaintiff;
- Johnson used funds from Island Funding LLC to purchase a vehicle for \$27,500.00, titled the vehicle in his personal name, and used Island Funding LLC funds to pay all expenses related to the vehicle; and
- Johnson converted assets that belonged to the LLCs to himself by submitting fraudulent insurance claims in his individual name and converting insurance payments to himself all to Plaintiff's detriment.

23. A complete copy of the pending allegations in the Lawsuit are attached hereto and incorporate herein as if repeated verbatim as **Exhibit B**.

24. After the Lawsuit was filed, and after Plaintiff moved for the appointment of a receiver to legally prohibit Johnson from engaging in future illegal behavior, Johnson entered into

a consent order that restrained and prohibited him from using any account or other LLC assets for any reason other than for the purpose of paying a legitimate and proper expense of the LLCs after receiving agreement from Plaintiff (hereinafter “Restraining Order”). This Court can take judicial notice of the Restraining Order which is on file with the Beaufort County Clerk of Court.

25. Despite the above referenced Lawsuit and the Restraining Order, Johnson has continued to inappropriately and unlawfully move and convert LLC assets for his own personal use, and has further conspired with the other Defendants named herein to conceal and encumber the “fruits” of his unlawful activity.

26. Specifically, after the filing of the Lawsuit, Johnson orchestrated a scheme to hide and conceal assets that belong to the LLCs and other assets in his individual name from Plaintiff by fraudulently transferring the assets into other Limited Liability Companies (“Defendant LLCs”) owned or controlled by either himself or the other Defendants, who all acted in concert with him.

27. In addition, Johnson placed fraudulent mortgages on properties he owned or other entities in which he owned an interest, in order to make it appear as if Johnson and the other entities in which he has an ownership interest are insolvent or lack equity (hereinafter “Fraudulent Transfers/Equity Stripping Transactions”).

28. Johnson engaged in this conspiracy with the other Defendants, who aided and abetted and otherwise assisted him in engaging in the Fraudulent Transfers/Equity Stripping Transactions.

Johnson’s Fear and The Scheme

29. The Lawsuit was filed on October 26, 2021, and Johnson became aware of the lawsuit within a day or two of its filing.

30. When Johnson learned of the Lawsuit, he became justifiably fearful because he knew he had stolen money from Plaintiff, was liable to Plaintiff for millions of dollars, and could not defend the allegations in the Lawsuit.

31. Johnson further knew that Plaintiff would obtain a multi-million-dollar money judgment against him, and take possession of or assert a lien against property he owned, and ultimately sell any property had an ownership interest in to satisfy the judgment.

32. Upon making this realization, Johnson immediately sprang into action to defraud Plaintiff, mislead the Court, and thwart the judicial system.

33. Johnson enrolled others to assist him.

Fraudulent Transfers/Equity Stripping Transaction No. 1

34. In November of 2021, Johnson entered a contract to purchase a property in his individual name with an address of 17 Harborside Ln., #7118, Hilton Head, SC 29928 for \$501,000.00 (Book 4094 at Page 1591) (“Harborside”) (Attached as **Exhibit C**).

35. Johnson is believed to have contributed 100% of the purchase money for the purchase.

36. On November 30, 2021, Johnson instructed an attorney to assign the contract to “Holly Ann, LLC” and then instructed the attorney to create a fake “ready to record note and mortgage from Holly Ann, LLC for 600k” at the time of the closing (Attached as **Exhibit D**).

37. Upon information and belief, Johnson’s counsel was unwilling to prepare or record the requested mortgage because she knew it was fraudulent, and further, knew that Holly Ann, LLC had not been loaned \$600,000 from anyone.

38. No such mortgage was prepared or recorded by any licensed South Carolina attorney.

39. Johnson ultimately closed on the property, but had the property titled in the name of Holly Ann, LLC, an LLC solely owned by his girlfriend, Defendant Holly Angel.

40. This transfer was accomplished at a time when Johnson was fearful, insolvent, no consideration was given, there was a relationship between the transferor and transferee, there was a threat and pending litigation, the transfer was concealed, the transfer was a departure from the usual method of business of all parties, the transfer transferred the entire interest in the property, and there were and are reservations of benefits and possession of the property.

41. This was a fraudulent conveyance, which should be set aside by this Court.

42. Because Holly Angel was well known as Johnson's live-in girlfriend, and because Holly Angel was publicly known as the registered agent for service of process on file with the South Carolina Secretary of State office, Johnson took additional steps to fraudulently conceal his relationship with Holly Ann, LLC.

43. On December 2, 2021, the same day as the closing on the Harbourside property and just before the deed for the property was recorded, Johnson and Holly Angel conspired with one another to fraudulently change the registered agent for Holly Ann, LLC with the S.C. Secretary of State from Holly Angel to "Emily Higgins." See **Exhibit E**.

44. Upon information and belief, Emily Higgins never agreed to serve as the registered agent for Holly Ann, LLC and was never told that she was going to be named as the registered agent.

45. While the December 2, 2021 filing with the S.C. Secretary of State for Holly Ann, LLC shows Emily Higgins signed the document, Holly Angel recently admitted that she forged Emily Higgins name on the document and then filed it with the Secretary of State. See **Exhibit F**.

46. The filing also represented that Emily Higgins was a “member” of Holly Ann, LLC, which was also not true and further a fraudulent misrepresentation. See **Exhibit E**.

47. To compound their fraudulent behavior, Johnson and Holly Angel then changed the Holly Ann, LLC address on file with the S.C. Secretary of State from a “Hilton Head” address to “14 Phillips Ave, Travelers Rest, SC 29690,” which is an address Johnson thought would further hide his connection to Holly Ann, LLC. See **Exhibit E**.

48. As more fraud, Emily Higgins does not live at 14 Phillips Ave, Travelers Rest, SC 29690 yet Johnson and Angel fraudulently represented that she did.

49. In any event, all of these changes were made to further hide and fraudulently distance Johnson and his traceable holdings from Plaintiff, and should all be set aside by the Court.

Fraudulent Transfer/Equity Stripping Transaction No. 2

50. At the time the Lawsuit was filed, Johnson and Halpern jointly owned a 9.69-acre property with an address of 197 Buck Island Rd., Bluffton, SC 29910 as tenants in common, each owning a fifty percent (50%) interest in the property. See **Exhibit G**.

51. Fearful of Plaintiff’s Lawsuit and knowing that Plaintiff would obtain a multi-million-dollar judgment against Johnson and take possession, assert a lien against, and ultimately sell any property owned by Johnson to satisfy the judgment, Johnson engaged in a scheme to fraudulently transfer his interest in this property out of his individual name.

52. Halpern helped Johnson, and upon information and belief, knew of the purpose and goal of Johnson’s scheme.

53. On January 28, 2022, Johnson and Halpern both signed documents transferring their interest in the 9.69-acre property to Belmont Properties, LLC (Book 4111 at Page 66). See **Exhibit H**.

54. Belmont Properties, LLC is an entity believed to be owned solely by Halpern.

55. No consideration or nominal consideration was given for the transfer, which was not accomplished in good faith, at arm's length, or for value.

56. In addition, this transfer was accomplished at a time when Johnson was fearful, insolvent, no consideration was given, there was a relationship between the transferor and transferee, there was a threat and pending litigation, the transfer was concealed, the transfer was a departure from the usual method of business of all parties, the transfer transferred the entire interest in the property, and there were and are reservations of benefits and possession of the property.

57. This transaction is fraudulent and should be set aside, and a judgment should be entered against Johnson and Halpern for conspiring with one another to commit this illegal act.

Fraudulent Transfer/Equity Stripping Transaction No. 3

58. At the time the Lawsuit was filed, Johnson owned numerous parcels of real property individually in Beaufort and other counties which he refers to as the "Gary Johnson Land Portfolio."

59. Johnson was fearful of Plaintiff's lawsuit, knew it would result in a multi-million-dollar judgment being entered against him, and knew Plaintiff would liquidate Johnson's holdings to satisfy the judgment.

60. On August 16, 2022, a mortgage was recorded in favor of Orange Capital LLC (Nevis), in Book 4174 at Page 23, in which Johnson purports to give a mortgage in the amount of \$1,000,000.00 to "Orange Capital LLC (Nevis)" purportedly in exchange for an "equity line of credit" in the amount of "\$1,000,000" that Orange Capital, LLC (Nevis) extended to Johnson. See **Exhibit I.**

61. The mortgage purports to encumber the following properties in the Gary Johnson Land Portfolio in favor of Orange Capital, LLC (Nevis):

1040 Motion Street, N. Augusta, SC 29841
Property ID: 0011-17-08-016

51 Bryant Road, Hilton Head, SC 29926
TMS: R510 010 000 032A 0000

42 Ballfield Road, Bluffton, SC 29910
TMS: R610 031 000 0078 0000

133 Horse Island Drive, St. Helena, SC 29920
TMS: R300 018 00A 0074 0000

785 Haig Point Road, Daufuskie, SC 29915
TMS: R800 025 000 007A 0000

75 Wildhorse Road, Hilton Head, SC 29926
TMS: R510 007 000 046J 0000

12 Acres Maryfield Subdivision, Daufuskie, SC 29915
TMS: R800 024 000 0025 0000

8 Maryfield Court, Daufuskie, SC 29915
TMS: R800 020 00A 045 0000

62. These properties are all of the real properties owned by Johnson individually, except for two which are addressed below.

63. Orange Capital, LLC (Nevis) is a fraudulent entity created by Johnson or at his direction for the purpose of furthering his fraudulent scheme, and the entity has not loaned any money or extended any credit to Johnson in good faith.

64. In fact, Johnson himself prepared and filed the mortgage on behalf of Orange Capital, LLC (Nevis) and had the recorded mortgage returned directly to him, in Hilton Head, after it was filed with the Beaufort County Register of Deeds Office. See **Exhibit I**.

65. This transfer was accomplished at a time when Johnson was insolvent, no consideration was given for the transfer, there was a relationship between the transferor and transferee, there was a threat and pending litigation against Johnson, the transfer was concealed, the transfer was a departure from the usual method of business of Johnson and Orange Capital, LLC (Nevis), the transfer transferred Johnson's entire interest in the properties, and the transfers were all accomplished with a reservations of benefits and possession of the property to Johnson.

66. This mortgage was fraudulent and should be set aside.

Fraudulent Transfer/Equity Stripping Transaction No. 4

67. At the time the Lawsuit was filed, Johnson owned two (2) adjoining properties on Wild Horse Rd. in Hilton Head, SC with TMS numbers R510 007 000 016D 0000 and R510 007 000 0299 0000. Johnson had a plat of the properties prepared that shows the total acreage is 2.34 acres. The plat is recorded in the Office of the Beaufort County Register of Deeds in Plat Book 122 at Page 52. See **Exhibit J**.

68. On August 16, 2022, a mortgage was recorded in favor of Orange Capital, LLC (Nevis) at Book 4174 at Page 90 in which Johnson purports to give a mortgage of \$650,000.00 to Orange Capital LLC (Nevis) purportedly in exchange for an "equity line of credit" in the amount of "\$650,000" that Orange Capital, LLC (Nevis) extended to Johnson. See **Exhibit K**.

69. Orange Capital, LLC (Nevis) is a fraudulent entity created by Johnson for the purpose of furthering his scheme, and further, has not loaned any money or extended any credit to Johnson.

70. In fact, Johnson prepared and filed the mortgage on behalf of Orange Capital, LLC (Nevis) and had the recorded mortgage returned directly to him in Hilton Head. See **Exhibit K**.

71. This transfer was accomplished at a time when Johnson was insolvent, no consideration was given for the transfer, there was a relationship between the transferor and transferee, there was a threat and pending litigation against Johnson, the transfer was concealed, the transfer was a departure from the usual method of business of Johnson and Orange Capital, LLC (Nevis), the transfer transferred Johnson's entire interest in the properties, and the transfers were all accomplished with a reservations of benefits and possession of the property to Johnson.

72. This mortgage was fraudulent and should be set aside.

Fraudulent Transfer/Equity Stripping Transaction No. 5

73. With respect to transaction No. 1 above, Johnson attempted to fraudulently encumber the Harbourside property in favor of Orange Capital, LLC (Nevis).

74. On August 16, 2022, a mortgage was recorded at Book 4174 at Page 74 in which Holly Ann, LLC, acting through Johnson, gave a mortgage of \$650,000.00 to Orange Capital, LLC (Nevis). See Exhibit L.

75. The mortgage was fraudulently executed by Johnson as the "managing member" of Holly Ann LLC and purports to encumber Harbourside in favor of Orange Capital, LLC (Nevis).

76. However, accordingly to Holly Angel, a) Johnson has never served as the managing member of Holly Ann, LLC, b) Johnson never had authority to sign or otherwise act on behalf of Holly Ann, LLC, and c) no entity has ever loaned \$650,000 to Holly Ann, LLC. (See **Exhibit M**, Deposition Pgs. 35 – 36 and 83-86).

77. Orange Capital, LLC (Nevis) is a fraudulent entity created by Johnson or at his direction, for the purpose of furthering his fraudulent scheme and the entity has not loaned any money or extended any credit to Johnson or Holly Ann, LLC.

78. In fact, Johnson prepared and filed the mortgage on behalf of Orange Capital, LLC (Nevis) and had the recorded mortgage returned directly to him in Hilton Head. See **Exhibit L**.

79. This transfer was accomplished at a time when Holly Ann, LLC was insolvent, no consideration was given for the transfer, there was a relationship between the transferor and transferee, there was a threat and pending litigation against Johnson, the transfer was concealed, the transfer was a departure from the usual method of business of Johnson, Holly Ann, LLC, and Orange Capital, LLC (Nevis), the transfer transferred Johnson's entire interest in the properties, and the transfers were all accomplished with a reservation of benefits and possession of the property to Johnson.

80. This mortgage was fraudulent and should be set aside.

Fraudulent Transfer/Equity Stripping Transaction No. 6

81. Johnson owned a parcel of property located at 109 Sandcastle Court, Hilton Head, SC 29926 (a/k/a Lot 41 Sandcastle), which Johnson held in an entity named Shoreline Funding, LLC, which is wholly owned by Johnson. See **Exhibit N**.

82. In fact, Johnson formed Shoreline Funding, LLC on the same day as Island Funding, LLC and actually used money he stole from 30 Haul Away, LLC to pay the formation fees for both entities. See **Exhibit O**.

83. On August 16, 2022, a mortgage was recorded at Book 4174 at Page 58 in which Shoreline Funding LLC gave a mortgage of \$650,000.00 to Orange Capital, LLC (Nevis). See **Exhibit P**.

84. The mortgage was executed by Johnson as the "managing member" of Shoreline Funding, LLC. See **Exhibit P**.

85. Orange Capital, LLC (Nevis) is a fraudulent entity created by Johnson for the purpose of furthering his scheme and Orange Capital, LLC (Nevis) did not loan any money or extend any credit to Johnson or Shoreline.

86. In fact, Johnson prepared and filed the mortgage on behalf of Orange Capital, LLC (Nevis) and had it returned directly to him in Hilton Head. See **Exhibit P**.

87. This transfer was accomplished at a time when Johnson and Shoreline were insolvent, no consideration was given for the transfer, there was a relationship between the transferor and transferee, there was a threat and pending litigation against Johnson and Shoreline, the transfer was concealed, the transfer was a departure from the usual method of business of Johnson, Shoreline, LLC, and Orange Capital, LLC (Nevis), the transfer transferred Johnson's entire interest in the properties, and the transfers were all accomplished with a reservation of benefits and possession of the property to Johnson.

88. This mortgage was fraudulent and should be set aside.

Fraudulent Transfer/Equity Stripping Transaction No. 7

89. Johnson and Halpern owned a parcel of property mentioned in No. 2 above, which they transferred to Belmont Properties, LLC for no consideration or nominal consideration.

90. On August 16, 2022, a mortgage was recorded in Book 4174 at Page 42 in which Belmont Properties LLC gave a mortgage of \$300,000.00 to Orange Capital, LLC (Nevis). See **Exhibit Q**.

91. The mortgage was executed by Stephen Halpern as the "managing member" of Belmont Properties, LLC and encumbers the property previously deeded by Halpern and Johnson to Belmont Properties, LLC in January of 2022 and located at 197 Buck Island Rd., Bluffton, SC 29910.

92. Orange Capital, LLC (Nevis) is a fraudulent entity created by Johnson for the purpose of furthering his fraudulent scheme and has not loaned any money or extended any credit to Johnson or Belmont Properties, LLC.

93. In fact, Johnson prepared and filed the mortgage on behalf of Orange Capital, LLC (Nevis) and had it returned directly to him in Hilton Head. See **Exhibit Q**.

94. This transfer was accomplished at a time when Johnson was fearful, insolvent, no consideration was given, there was a relationship between the transferor and transferee, there was a threat and pending litigation against Johnson, the transfer was concealed, the transfer was a departure from the usual method of business of all parties, the transfer transferred the entire interest in the property, and there were and are reservations of benefits and possession of the property.

95. This mortgage was fraudulent and should be set aside.

96. All the Defendants, upon information and belief, knew about the Lawsuit and further knew that Johnson was orchestrating the transactions to harm Plaintiff.

97. Defendants entered into agreements with Johnson to enrich themselves with funds and assets that belong to Plaintiff.

98. If Johnson is not stopped by this Court, he will engage in additional fraudulent transactions in an effort to prevent justice from being served.

FOR A FIRST CAUSE OF ACTION
(TRO, Injunction, Receiver)
As to All Defendants

99. All allegations set forth above are incorporated herein and are repeated verbatim.

100. The Court should grant a Temporary Restraining Order and then an Injunction to temporarily enjoin Gary Johnson and the other Defendants from hiding, concealing,

misappropriating, selling, encumbering, transferring, or otherwise impairing the value of and otherwise disposing of assets without approval of this Court.

101. In addition, the Court should grant Plaintiff an injunction maintaining the status quo until these matters can be resolved or determined by the Court.

102. The Court should also require all Defendants to immediately verify under oath all pertinent matters above and answer all questions from the Court and Plaintiff related to the transactions set forth above.

103. The Court should also appoint a receiver for Gary Johnson and further should appoint a receiver to manage the assets at issue above.

104. The receiver should be granted, vested, imbued, and otherwise empowered with the exclusive power and authority as to all of Gary Johnson's assets (collectively, "the Subject Assets"), with the exclusive power and authority: (i) to investigate, identify and attempt to locate all of the Subject Assets; (ii) to collect, marshal and administer all of the Subject Assets; (iii) to accept service on behalf of Gary Johnson and related entities with respect to Gary's Johnson's assets ; (iv) to engage counsel on behalf of Gary Johnson as it relates to his assets, as the case may be; and (v) to take any and all steps necessary to identify, recover, protect, collect, preserve, receive, manage, liquidate, sell, administer and marshal, and to do all things incidental, necessary and/or appropriate thereto during the pendency and final resolution of this lawsuit and the Lawsuit.

105. The Court should appoint a receiver pursuant to S.C. Code § 15-65-10 to prevent Johnson and the Defendants from hiding, concealing, misappropriating, selling, encumbering, transferring, impairing the value of or otherwise disposing of any of assets that originated from Johnson or that Johnson may have an ownership interest in.

106. The Court should require all Defendants to provide an accounting of their actions and transactions with Johnson and notify the Court of any future or proposed transaction, which should only be allowed to occur with the permission of this Court.

107. Plaintiff seeks any other equitable relief that the Court deems just and proper to accomplish the goal of identifying, protecting and preserving any and all assets of Johnson or any related entities.

FOR A SECOND CAUSE OF ACTION
(Statute of Elizabeth as to Defendants)

108. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove as if repeated hereafter verbatim.

109. During the pendency of Plaintiff's Lawsuit against Johnson, Johnson engaged in fraudulent transfers to conceal or encumber his assets and the assets of entities that he has an ownership interest in.

110. To prevent Plaintiff from collecting on a judgment in the Lawsuit, Johnson engaged in a scheme to hide and conceal his assets as set forth above.

111. The Court should set aside the following transactions:

- a. By deed dated November 17, 2021 and recorded December 15, 2021, it appears Defendant Johnson used an entity named Holly Ann LLC to purchase property with an address of 17 Harbourside Lane, Apt 7118, Hilton Head, SC 29928 for \$501,000.00 (Book 4094 at Page 1591) and all of the funds used to purchase the property came from Johnson individually.
- b. On January 28, 2022, Defendants Johnson and Halpern transferred a 9.69-acre property located at 197 Buck Island Road that they owned 50/50 as tenants in common with a Beaufort County appraised value of \$198,600.00 to Belmont Properties LLC for \$10.00.
- c. On August 16, 2022, a mortgage was recorded by Defendant Gary Johnson in which he gave a mortgage of \$1,000,000.00 to Defendant Orange Capital LLC. The mortgage covers all properties, except two owned by Defendant Johnson

individually in Beaufort County, South Carolina and one property located in in Aiken County, South Carolina.

- d. On August 16, 2022, Defendant Johnson recorded a mortgage of \$650,000.00 to Orange Capital LLC for his two remaining individually owned properties that were not encumbered by the \$1,000,000.00 mortgage also given to Defendant Orange Capital LLC.
- e. On August 16, 2022, Defendant Johnson recorded a mortgage in which Holly Ann, LLC gave a mortgage of \$650,000.00 to Defendant Orange Capital LLC. Defendant Johnson fraudulently executed this mortgage as the managing member of Holly Ann LLC and the mortgage encumbers the property purchased in December of 2021 located at 17 Harbourside Lane, Apt 7118, Hilton Head, South Carolina.
- f. On August 16, 2022, Defendant Johnson recorded a mortgage in which Shoreline Funding, LLC gave a mortgage of \$650,000.00 to Defendant Orange Capital LLC. This mortgage encumbers his property located at 109 Sandcastle Court in Hilton Head, South Carolina.
- g. On August 16 2022, Defendant Johnson recorded a mortgage in which Defendant Belmont Properties, LLC gave a mortgage of \$300,000.00 to Defendant Orange Capital LLC. This mortgage was executed by Defendant Halpern as the managing member of Belmont Properties, LLC and it encumbers the property located at 197 Buck Island Road in Bluffton, South Carolina. This property had been deeded by Defendant Halpern and Johnson to Defendant Belmont Properties, LLC in January 2022.

112. At the time of the above referenced transactions, Defendant Johnson knew that it was likely that a substantial judgment would be entered against him.

113. Upon information and belief, Defendant Johnson has recorded and caused to be recorded mortgages to strip the equity from properties he owns to prevent Plaintiff from obtaining funds in satisfaction of any future judgment they may be awarded in the Lawsuit.

114. Upon information and belief, the mortgages recorded by Defendant Johnson and transfers of properties did not involve the exchange for valuable consideration.

115. If consideration was exchanged, the property transfers and mortgages recorded by Defendant Johnson were made with the actual intent of defrauding Plaintiff and such intent is imputable to Defendants Johnson, Halpern and Angel.

116. Upon information and belief, as a result of the fraudulent transfers and mortgages, Defendant Johnson has failed to retain sufficient property/and or funds to pay any potential indebtedness to Plaintiff.

117. The transfers and mortgages between Defendants should be set aside and preserved in the event a judgment is entered against Defendant Johnson in the Lawsuit.

FOR A THIRD CAUSE OF ACTION
(Civil Conspiracy)

118. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove as if repeated here verbatim.

119. Plaintiff (or its predecessor in interest) entered into operating agreements with Johnson and expected Johnson to fulfill his fiduciary obligations under the agreements and the law. Due to Johnson's alleged breach of his fiduciary obligations, Plaintiff initiated a Lawsuit.

120. After filing the Lawsuit, Johnson engaged in a scheme to hide, divert and encumber his assets in order to delay, hinder, or defraud Plaintiff's collection efforts in the event a judgment was entered against him.

121. Johnson, Halpern and Angel conspired to hide Johnson's assets by diverting funds and property to LLCs owned by Defendants and/or managed by Defendants and further by assisting, aiding and abetting Johnson in breaching his fiduciary duties and by engaging in fraudulently transfers to hide and conceal assets from Plaintiff.

122. Defendants' acts were intended to injure and harm Plaintiff so Defendants could divert Defendant's Funds for Johnson's own use and for uses that benefited Defendants.

123. Defendants' actions combined and concurred to cause Plaintiff actual, special and consequential damages for which all of the Defendants are jointly and severally liable.

124. By reason of their civil conspiracy against Plaintiff as alleged above, Defendants are jointly and severally liable to Plaintiff for actual, special, consequential, and punitive damages in an amount to be determined by the jury.

FOR A FOURTH CAUSE OF ACTION
(Constructive Trust)

125. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove as if repeated here verbatim.

126. Upon information and belief, Defendants are in possession of property and assets that do not rightfully belong to them and were obtained through Defendants' breach of trust as outlined above.

127. Defendants cannot retain the property in good conscience as Plaintiff is beneficially entitled to the property in question.

128. Accordingly, Plaintiff is entitled to the imposition of a constructive trust over all such property as outlined above.

FOR A FIFTH CAUSE OF ACTION
(Resulting Trust)

129. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove as if repeated here verbatim.

130. Upon information and belief, Defendants are in possession of property and assets that do not rightfully belong to them and were obtained through Defendants' breach of trust as

outlined above.

131. Defendants cannot retain the property in good conscience as Plaintiff is beneficially entitled to the property in question.

132. Plaintiff (as the true and lawful payer of the purchase price for the property listed above) is entitled to be decreed the beneficiary of the items purchased.

133. Accordingly, Plaintiff is entitled to the imposition of a resulting trust over all such property as outlined above.

FOR A SIXTH CAUSE OF ACTION
(Accounting)

134. Plaintiff realleges and incorporates herein by reference the allegations set forth hereinabove as if repeated here verbatim.

135. The Court should require all Defendants to provide an accounting of all transactions and other financial activities with Gary Johnson, and further, should require Gary Johnson to account for all of his assets and all transfers and transactions at issue.

136. Plaintiff requests an accounting from Johnson related to his real property, personal property, and personal assets and liabilities, and transactions related to entities he is associated with, all under penalty of perjury with associated power for contempt.

WHEREFORE, Plaintiff prays:

- a) for a jury trial on all claims triable by jury and for all damages available under the law;
- b) for an order appointing a receiver;
- c) for an award of actual and punitive damages against Defendants in amounts to be determined at trial;
- d) for a constructive and resulting trust in amounts to be determined at trial;

- e) for an accounting;
- f) for an award of attorney's fees and costs of this action;
- g) for such other and further relief as may be just and proper under these circumstances.

TWENGE + TWOMBLEY LAW FIRM

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Beaufort, South Carolina

December 21, 2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2022-CP-07-____

Blue Bell Holdings, LLC,)
)
Plaintiff,)

vs.)

VERIFICATION

Gary C. Johnson; Stephen D. Halpern;)
Holly A. Angel; Holly Ann, LLC;)
Belmont Properties, LLC; the Johnson)
Halpern Partnership; Shoreline Funding,)
LLC; and Orange Capital, LLC (Nevis),)

Defendants.)

PERSONALLY appeared before me, David A. Brosman, Manager of Blue Bell Holdings, LLC, who being duly sworn, deposes and says that Blue Bell Holdings, LLC is the Plaintiff in the foregoing action; that he has read the foregoing Verified Complaint and the same is true of his own knowledge, save and except any matters therein alleged upon information and belief, and as to those matters, he verily believes them to be true.

BLUE BELL HOLDINGS, LLC

By:

David A. Brosman

David A. Brosman

Its:

Manager

SWORN to and subscribed before me this 21 day of December 2022.

[Signature]

Notary Public for South Carolina
My Commission Expires: ~~June 15, 2027~~

JUL 21, 2028



STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CASE NO: 2022-CP-07-02454
)	
BLUE BELL HOLDINGS, LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	
GARY C. JOHNSON, STEPHEN D.)	
HALPERN, HOLLY A. ANGEL, HOLLY)	
ANN, LLC, BELMONT PROPERTIES,)	
LLC, THE JOHNSON HALPERN)	
PARTNERSHIP, SHORELINE FUNDING,)	
LLC, AND ORANGE CAPITAL, LLC)	
(NEVIS))	
)	
Defendants.)	
)	

AFFIDAVIT OF GARY JOHNSON

1. My name is Gary C. Johnson. I am over the age of 18 and have personal knowledge of and am competent to testify about the matters addressed in this Affidavit.

BACKGROUND

2. I have been in the real estate business for most of my adult life – since 1973 – first as a real estate salesman and later as a real estate broker, builder, and investor.

3. I moved to Hilton Head Island in 1986 after selling a resort motel that I owned and operated on Cape Cod. I purchased and moved into a home at 60 Brams Point in Spanish Wells in 1988.

4. I became a real estate broker in South Carolina in 1987, and in 2006, I formed Boardwalk Properties, LLC. I started a partnership with Stephen Halpern, a defendant in this lawsuit, in 1992. We primarily purchased real estate at auctions. The Johnson-Halpern Partnership was dissolved in 2014.

CREATION OF BROSMAN/JOHNSON LLCs

5. I met David Brosman in or around 1992, when he and his then-wife, Elaine, moved next door to me at [REDACTED]

company. He told me it was for estate-planning purposes (see 5/13/21 email attached as **Exhibit 2**). Up until these lawsuits were filed, I trusted Matthew and understood him to be the LLCs' attorney, so I thought it was worth looking into.

57. Additionally, given the downturn in the economy and the corresponding effects that has on the real estate market, I wanted to be able to raise cash out of the equity in my properties for my own projects/investments and to start a short-term loan business. Specifically, I was planning to make short-term loans to investors who might need financing at foreclosure and tax sales as a bridge between the flip or time to get their permanent financing. They would be bridge loans in the form of a line of credit secured by the equity in my real estate.

58. My belief was, and is, that having a Nevis LLC holding the security (and issuing the line of credit) would protect my interests as well as my future clients' interests.

59. In researching the formation of Nevis companies, I found a firm/company called Lawyers Limited. I retained Lawyers Limited to assist me in creating Orange Capital, LLC, a Nevis company. They also prepared the "Mortgages" that I recorded that were the lines of credits. I have not made any effort hide my affiliation with Orange Capital.

60. My intention in doing all of this was not to defraud anyone or anything, my intention was to preserve my ability to raise capital should I desire to do so in view of increasing interest rates and a deflating real estate market. In other words, I wanted to be able to raise funds and understood that this was a way of accomplishing that.

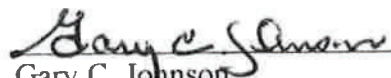
61. Additionally, I was concerned about my ability to get a loan/mortgage on any of my properties from traditional financing sources due to the fact that this lawsuit is pending.

62. No equity has been taken out of any of my properties – the balance on each line of credit is \$0

63. I do not feel as if my personal assets are at stake in the lawsuits Dave has filed against me. The value of my interests in the LLCs, which I estimate to be worth \$2,500,000-\$3,000,000, far exceeds any judgment Dave could possibly be awarded against me.


64. Additionally, I have sufficient other assets to satisfy any judgment that could be rendered against me. Exclusive of my interests in the LLCs at issue in this lawsuit, I estimate that my net worth is somewhere around \$ 3,000,000.00.

FURTHER AFFIANT SAYETH NOT.



Gary C. Johnson

SWORN to before me this
9 day of February 2023



Notary Public for South Carolina
My commission expires: 9-23-23

RECEIVED

Mar 16 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity and Special Circuit Court Judge for Beaufort County
Civil Court Case No. 2022-CP-07-02454

Appellate Case No. 2023-000411

Blue Bell Holdings, LLC..... Appellant

v.

Gary C. Johnson; Stephen D. Halpern; Holly A. Angel; Holly Ann LLC;
Belmont Properties, LLC; Johnson Halpern Partnership; Shoreline Funding,
LLC and Orange Capital, LLC,..... Respondents

PROOF OF SERVICE

I certify that on March 16, 2023 I have caused the service of the MOTION FOR LIMITED
REMAND on Respondents by and through their attorneys of record by electronic mail using their
email address listed in the Attorney Information System.

Elizabeth J. Palmer, Esquire
S.C. Bar #73680
SAXTON & STUMP, LLC
151 Meeting St., Ste. 400
Charleston, SC 29401
(843) 277-8034
ep@saxtonstump.com
*Attorney for Respondents Gary C. Johnson
and Shoreline Funding, LLC*

Lee Anne Walters (S.C. Bar No. 74984)
WALTERS LAW
Post Office Box 1214
Beaufort, SC 29902
(843) 379-0973
leeanne@walterslawsc.com
***Attorney for Respondents Holly Angel, Holly Ann LLC,
Stephen Halpern and Belmont Properties LLC***

I certify that on March 16, 2023 I have caused the service of the MOTION FOR LIMITED
REMAND on Respondents, Johnson Halpern Partnership and Orange Capital, LLC by depositing
a copy of the same in the United States Mail, postage prepaid to their addresses as listed below:

The Johnson Halpern Partnership
130 Wicklow Drive
Bluffton, SC 29910
Respondent

Orange Capital, LLC
P.O. Box 7841
Hilton Head, SC 29938
Respondent

TWENGE + TWOMBLEY LAW FIRM

BY: s/J. Ashley Twombley
J. ASHLEY TWOMBLEY (S.C. Bar No. 72916)
311 Carteret Street
Beaufort, SC 29902
(843) 982-0100
twombley@twlawfirm.com

and

Thornwell F. Sowell, III (SC Bar No. 5197)
Bess J. DuRant (SC Bar No. 77920)
SOWELL & DuRANT, LLC
1325 Park Street, Suite 100
Columbia, South Carolina 29201
(803) 722-1100
bsowell@sowelldurant.com
bdurant@sowelldurant.com

Attorneys for Appellant Blue Bell Holdings, LLC

March 16, 2023

Via Electronic and U.S. Mail

The Honorable Jenny Abbott Kitchings
Court of Appeals Clerk of Court
P.O. Box 11629
Columbia, SC 29211
ctappfilings@sccourts.org

RECEIVED

Mar 16 2023

SC Court of Appeals

**RE: Blue Bell Holdings, LLC v. Gary C. Johnson, et al.
Appellate Case No. : 2023-000411**

Dear Ms. Kitchings:


Enclosed please find for filing Appellant's Motion for Limited Remand in the referenced matter. By copy of this letter and as evidenced by the Proof of Service, this filing has been served on Respondents.

Pursuant to paragraph (c) of the Supreme Court's Order dated August 25, 2021 ("Methods of Electronic filing and Service Under Rule 252 of the South Carolina Appellate Rules") a check for the filing fee is being forwarded via U.S. mail.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me.

With kindest personal regards, I remain,

Cordially,



J. Ashley Twombley

cc: Thornwell F. Sowell, III, Esquire (bsowell@sowelldurant.com)
Bess J. DuRant, Esquire (bdurant@sowelldurant.com)
Elizabeth J. Palmer, Esquire (ep@saxtonstump.com)
Lee Anne Walters, Esquire (leeanne@walterslawsc.com)
The Johnson Halpern Partnership
Orange Capital, LLC

TWENGE & TWOMBLEY, LLC
OPERATING ACCOUNT
311 CARTERET STREET
BEAUFORT, SC 29902

67-604/539
300
CHECK ARMOR

Mar 16, 2023

PAY TO THE ORDER OF South Carolina Court of Appeals

\$ 50.00

*** Fifty ***** 00/100

DOLLARS

South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211



AUTHORIZED SIGNATURE

MEMO Filing Motion for Limited Remand / #2551 / als

⑈011178⑈ ⑆053906041⑆ 290004112601⑈

TWENGE & TWOMBLEY, LLC

OPERATING ACCOUNT

11178

DATE : March 16, 2023
CHE # : 11178
AMOUNT : \$50.00
ACCOUNT : 1
PAID TO : South Carolina Court of Appeals
PO Box 11629
Columbia, SC
29211

EXPLANATION : Filing Motion for Limited Remand / #2551 / als

CLIENT : Brosman, David
MATTER : 2551