

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal from Beaufort County
Court of Common Pleas

The Hon. Marvin H. Dukes, III, Circuit Judge
The Hon. Russ Keep, Magistrate Judge
Trial Case No. 2022CP0700884

Appellate Case No. 2022-001784

Gator Northridge Partners, LLC Appellants,

v.

Ocean Woods Landscaping Company, Inc. Respondent.

RECORD ON APPEAL

Oana D. Johnson
215 E. Bay Street
Suite 401
Charleston, SC 29401
(843) 203-4195
oana@odjlaw.com

ATTORNEY FOR APPELLANT

Russell P. Paterson
Lauren P. Williams
Russell P. Paterson, PA
PO Box 8047
Hilton Head, SC 29938
(843) 341 9300
lauren@russellpattersonlaw.com

ATTORNEYS FOR RESPONDENT

RECEIVED

JUN 02 2023

SC Court of Appeals

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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS

DEC 19 2022
SC Court of Appeals

The Hon. Marvin H. Dukes, III, Circuit Court Judge
The Hon. Russ Keep, Bluffton Magistrate

Case No. 2022-CP-07-00864

Gator Northridge Partners, LLC,

Appellant,

v.

Ocean Woods Landscaping Company, Inc.

Respondent.

NOTICE OF APPEAL

Gator Northridge Partners, LLC, hereby notice their intent to appeal the Form 4 Order of the Honorable Marvin H. Dukes, III, filed November 17, 2022. This order is enclosed as **EXHIBIT A.**

This Order on appeal affirmed the Order of the Bluffton Magistrate, dated April 29, 2022, also being appealed. This order is enclosed as **EXHIBIT B.**

Appellants received notice of the November 17, 2022, Form 4 Order on November 17, 2022, via ECF.

RESPONDENT:

Ocean Woods Landscaping Company, Inc.

Attorneys of Record:

Lauren P. Williams, Esq.

Russell P. Patterson, Esq.

PO Drawer 8047

Hilton Head Island, SC, 20038

(843) 341-9300

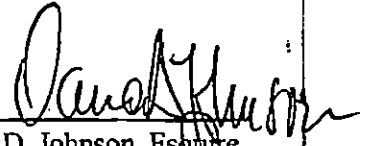
russell@russellpattersonlaw.com

lauren@russellpattersonlaw.com

(Signature to Follow on Next Page)

Dated: December 15, 2022
Charleston, SC

Respectfully submitted,

s/ 

Oana D. Johnson, Esquire
S.C. Bar No. 100373
Attorney for the Appellant
Oana D. Johnson, Attorney at Law
304 Meeting Street, Suite 203
Charleston, SC, 29401
Phone: (843) 203-4195
oana@odjlaw.com

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS

RECEIVED

DEC 19 2022

The Hon. Marvin H. Dukes, III, Circuit Court Judge
The Hon. Russ Keep, Bluffton Magistrate

SC Court of Appeals

Case No. 2022-CP-07-00864

Gator Northridge Partners, LLC,

Appellant,

v.

Ocean Woods Landscaping Company, Inc.

Respondent.

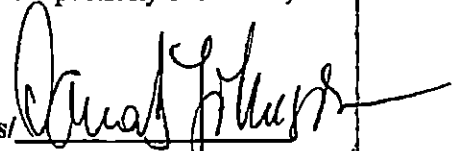
PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Ocean Woods Landscaping Company, Inc., by depositing a copy of it in the United States Mail, Certified, on December 15, 2022, addressed to their attorneys of record at the following address:

Lauren P. Williams, Esq.
Russell P. Patterson, Esq.
PO Drawer 8047
Hilton Head Island, SC, 20038
(843) 341-9300
russell@russellpattersonlaw.com
lauren@russellpattersonlaw.com

Respectfully submitted,

Dated: December 15, 2022
Charleston, SC


s/ Oana D. Johnson

Oana D. Johnson, Esquire
S.C. Bar No. 100373
Attorney for the Appellant
Oana D. Johnson, Attorney at Law
304 Meeting Street, Suite 203
Charleston, SC, 29401
Phone: (843) 203-4195
oana@odjlaw.com

OANA D. JOHNSON
- ATTORNEY AT LAW -

December 15, 2022

SENT VIA U.S. CERTIFIED MAIL ONLY

Clerk of Court of Appeals of South Carolina
PO Box 11629
508 Meeting Street
West Columbia, SC, 29169-7535

RECEIVED
DEC 19 2022
SC Court of Appeals

RE: *Gator Northridge Partners, LLC, vs. Ocean Woods Landscaping Co., Inc.*
Case No. 2022-CP-07-00864

Dear Sir or Madam,

Enclosed for filing please find the Notice of Appeal, Exhibits, and Proof of Service in the above-captioned matter. Please also find a check in the amount of \$150.00 payable to the South Carolina Court of Appeals for the filing fee.

Sincerely,

s/Benjamin Buckley
Benjamin Buckley, Paralegal

Enclosures: as stated.

FOLD OVER TOP OF ENVELOPE

USPS CERTIFIED MAIL™

FOLD OVER TOP OF ENVELOPE

Benjamin Buckley
304 MEETING ST STE 203
CHARLESTON SC 29401-1633

25 DEC 2022 PM 1:11

US POSTAGE AND FEES PAID
PRIORITY MAIL
Dec 15 2022
Mailed from ZIP 29401
1 LB PRIORITY MAIL RATE
ZONE 2 NO SURCHARGE
11923275
CommercialBasePrice



stamps
endicia

062S0012913542

RECEIVED

DEC 19 2022

SC Court of Appeals

USPS CERTIFIED MAIL



9402 6118 9876 5835 1397 22

Clerk of Court of Appeals
PO BOX 11629
COLUMBIA-SC 29211-1629



12/19

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

Mar 21 2023

SC Court of Appeals

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS

The Hon. Marvin H. Dukes, III, Circuit Court Judge
The Hon. Russ Keep, Bluffton Magistrate

Case No. 2022-CP-07-00864

Gator Northridge Partners, LLC,

Appellant,

v.

Ocean Woods Landscaping Company, Inc.

Respondent.

AMENDED NOTICE OF APPEAL

Gator Northridge Partners, LLC, hereby notice their intent to appeal the Form 4 Order of the Honorable Marvin H. Dukes, III, filed November 17, 2022. This order is enclosed as

EXHIBIT A.

This Order on appeal affirmed the Order of the Bluffton Magistrate, dated May 6, 2022, also being appealed. This order is enclosed as **EXHIBIT B.**

Appellants received notice of the November 17, 2022, Form 4 Order on November 17, 2022, via ECF.

RESPONDENT:

Ocean Woods Landscaping Company, Inc.

Attorneys of Record:

Lauren P. Williams, Esq.

Russell P. Patterson, Esq.

PO Drawer 8047

Hilton Head Island, SC, 20038

(843) 341-9300

russell@russellpattersonlaw.com

lauren@russellpattersonlaw.com

(Signature to Follow on Next Page)

Dated: March 20, 2023
Charleston, SC

Respectfully submitted,

s/ 

Oana D. Johnson, Esquire
S.C. Bar No. 100373
Attorney for the Appellant
Oana D. Johnson, Attorney at Law
215 E. Bay Street, Ste. 401
Charleston, SC, 29401
Phone: (843) 203-4195
oana@odjlaw.com

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING CO.
INC.

Plaintiff

vs.

GATOR NORTHRIDGE PARTNERS
LLP

Defendant

IN THE MAGISTRATE'S COURT

CIVIL CASE NO.: 2022CV0710300078

ORDER

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 MAY -6 PM 2:49

Defendant's Motion to be Relieved from Default is denied.

Negligence or mistake is not enough for relief, SCRCP 60(c).

The defendant received notice of default hearing, but did not attend to dispute damages.

JUDGE

Bluffton Magistrate

4819 Bluffton Parkway

PO Box 840

Bluffton, SC 29910

May 6, 2022

RECEIVED

Mar 21 2023

SC Court of Appeals

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2022 CP-07-00864

RECEIVED

Mar 21 2023

SC Court of Appeals

Gator Northridge Partners, LLC

Ocean Woods Landscaping Company, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☒ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☒ Affirmed; ☐ Reversed; ☒ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This came before me on the Appeal of Gator Northridge Partners, LLC filed May 17th, 2022. Attorney Oana D. Johnson appeared for the Appellant and attorney Lauren P. Williams appeared for Ocean Woods Landscaping Company, Inc. After hearing from parties and review of the file, I hereby affirm the Lower Court Order.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order.		

EXHIBIT A

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

	3069	
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: N/A



Beaufort Common Pleas

Case Caption: Gator Northridge Partners, Llp VS Ocean Woods Landscaping Co Inc

Case Number: 2022CP0700864

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2022-11-17 11:22:43 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

202 V0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

DEFAULT JUDGMENT

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

The issues in this action were tried in the Bluffton Magistrate on April 29, 2022 at which time a Judgment for the Plaintiff, **Ocean Woods Landscaping Co. Inc,** , was rendered in the amount of **\$7,500.00.**

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Gator Northridge Partners, LLLP

the total amount of **\$7,570.00** which includes other relief, if any, as stated below.

Court Costs / Filing Fees

70.00

Please note that the full balance of \$7,570.00 is due to the Plaintiff within 30 days of this order. If not paid full, a Transcript of Judgment and Execution Against Property will be issued against the Defendant at the request of the Plaintiff.

JUDGE

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

April 29, 2022

ELECTRONICALLY FILED - 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864
ELECTRONICALLY FILED - 2022 Dec 15 3:50 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2022CV0710300078

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

DISPOSITION NOTICE

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Plaintiff(s) Attorney

Lauren Patterson Williams

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

Defendant(s) Attorney

Date Filed: February 11, 2022

Date Served: Feb 21/22

By: Southern People Process

Civil Action Type: Summons & Compl PS

Answered Date:

None

Counterclaim Date: None

Counterclaim Served Date:

N/A

Suit Amount: 7,500

Counterclaim Amount:

N/A

☐ Find for Plaintiff

☐ Find for Defendant

☐ Case Settled

☐ Ended in Bankruptcy

☐ Action Dismissed

☐ Transfer to Other Court

☐ Order Of Dismissal

☐ Stipulation of Dismissal

☐ Voluntary non-suit with Prejudice

☐ Default Judgment

☐ Voluntary non-suit w/o Prejudice

☐ Summary Judgment for Plaintiff (Defendant failed to appear)

☐ Other

☐ Summary Judgment for Defendant (Plaintiff failed to appear)

It is so ordered and adjudged: See Attached Order

Statement of judgment by the court

Amount: \$7500

Interest: 0

Cost: \$70

Other: 0

Atty. Fees: \$0

Total: 7,570

Dated at Bluffton Magistrate, SC, this 29th day of Mar/22

Summary Court Judge

This judgment was entered on the _____ day of _____, _____ and a copy mailed first class this _____ day of _____ To attorneys or recorded parties when appearing pro se. (Clerks Initials)

Remarks:

Based on statement out 2/10/22
Roz Agent with SC 545-14 p's atty.

ELECTRONICALLY FILED - 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864
ELECTRONICALLY FILED - 2022 Dec 15 3:50 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING CO.
INC.

Plaintiff

vs.

GATOR NORTHRIDGE PARTNERS
LLP

Defendant

IN THE MAGISTRATE'S COURT

CIVIL CASE NO.: 2022CV0710300078

ORDER

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 MAY -6 PM 2:49

Defendant's Motion to be Relieved from Default is denied.

Negligence or mistake is not enough for relief, SCRCP 60(c).

The defendant received notice of default hearing, but did not attend to dispute damages.

JUDGE

Bluffton Magistrate

4819 Bluffton Parkway

PO Box 840

Bluffton, SC 29910

May 6, 2022

RECEIVED

Mar 21 2023

SC Court of Appeals

EXHIBIT B

Page 1 of 1

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2022 CP-07-00864

Gator Northridge Partners, LLC

Ocean Woods Landscaping Company, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☒ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☒ Affirmed; ☐ Reversed; ☒ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This came before me an the Appeal of Gator Northridge Partners, LLC filed May 17th, 2022. Attorney Oana D. Johnson appeared for the Appellant and attorney Lauren P. Williams appeared for Ocean Woods Landscaping Company, Inc. After hearing from parties and review of the file, I hereby affirm the Lower Court Order.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

3069

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Oana D. Johnson

Lauren P. Williams

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: N/A



Beaufort Common Pleas

Case Caption: Gator Northridge Partners, Llp VS Ocean Woods Landscaping Co Inc
Case Number: 2022CP0700864
Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2022-11-17 11:22:43 page 3 of 3

ELECTRONICALLY FILED - 2022 Nov 17 4:25 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864
ELECTRONICALLY FILED - 2022 Dec 15 3:50 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

OCEAN WOODS LANDSCAPING CO.)
INC)

Plaintiff

v.)

GATOR NORTHRIDGE PARTNERS,)
LLP)

Defendant

IN THE COURT OF COMMON PLEAS
Appeal Case No. 2022CP0700864

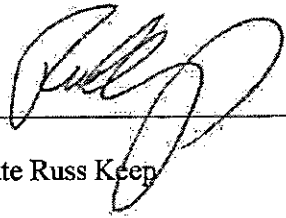
IN THE MAGISTRATE'S COURT
Civil Case No.: 2022CV0710300078

RETURN TO NOTICE OF APPEAL

1. Defendant's Attorney admits: "Defendant received notice of the entry of Default on May 4th, 2022 and notice of denial of its Motion to be Relieved from Default on May 6, 2022"- Defendant's Notice of Appeal, dated May 17, 2022. However, the Defendant sent its Notice of Appeal to this Court via cover letter dated June 20, 2022. This Notice of Appeal is untimely under **Magistrates Court Rule 18(a)**. "The Notice of Appeal must be served on both the Magistrate's Court and the opposing party within 30 days from the date of the Final Judgment was issued by the Magistrate's Court."- **A Guide to Civil Practices and Procedures in Magistrate's Court, Southerlin, p. 99.**
2. I considered the Affidavits of Defendant's Council and his Executive Assistant, Heather Hedges. I consider the Affidavits as written proof of Defendant's Attorney's negligence or mistakes. "Negligence or mistake alone is not enough for relief" from Default under **SCRCP 60(B)-SC Civil Procedures, 2nd Edition, Flanagan, p. 481.**
3. The Defendant did not establish a meritorious defense to the claim to justify granting relief from Default, **Graham v Loris, 272 S.C. 4421, 248S.B. 2d, 594 (1978).** The Defendant's Attorney received notice of the damages hearing, but did not attend to dispute the damages.

SCANNED
JUN 29 2022

This is unfortunate, as the belated and unsigned Answer, paragraph 8, admits the contract and Plaintiff's performance thereunder, but denies the quality of the performance.



Magistrate Russ Keep

June 24, 2022
Bluffton, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING CO. INC.

Plaintiff,

v.

GATOR NORTHRIDGE PARTNERS, LLP

Defendant.

IN THE MAGISTRATE'S
COURT

2022CV0710300078
CIVIL CASE NUMBER

NOTICE OF APPEAL

2022 JUN 29 11:06:45
CLERK OF COURT

The Defendant, Gator Northridge Partners hereby gives notice of appeal from the judgment of the magistrate's court in the above action and the denial of defendant's Motion to Alter or Amend the Default Judgment, to the Circuit Court of Common Pleas, in the county of Beaufort.

The grounds for this appeal are that the magistrate judge abused his discretion in refusing to consider the evidence showing that defendant did not receive timely notice of the default hearing and erred as a matter of law in finding that negligence or mistake is not sufficient for relief under SCRCP 60 (c), a rule that does not exist. Further, the magistrate judge failed to consider the affidavits in support of defendant's motion for relief.

Defendant received notice of the entry of default on May 4, 2022 and notice of denial of its motion to be relieved from default on May 6, 2022.

SCANNED
JUN 28 2022
BY: *[Signature]*

s/Oana Johnson
Oana D. Johnson
Attorney at Law
304 Meeting Street, Ste. 203
Charleston, SC 29401
(843) 203-4195
oana@odjlaw.com

ATTORNEY FOR DEFENDANT GATOR NORTHRIDGE
PARTNERS, LLP.

This 17th day of May 2022
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Notice of Appeal has been served upon Lauren P. Williams via electronic mail at the following address on May 17, 2022:

Lauren P. Williams
PO Drawer 8047
Hilton Head Island, SC 29938
lauren@russellpattersonlaw.com
Attorney for Plaintiff

s/William Turner
William Turner
Paralegal to Oana Johnson

OANA D. JOHNSON
ATTORNEY AT LAW

June 20, 2022

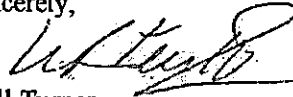
Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

RE: Ocean Woods Landscaping Co. Inc., v. Gator Northridge Partners, LLP
Case No. 2022-CV-07-0300078

Dear Madam or Sir:

Enclosed for filing please find Defendant's Gator Northridge Partners, LLP Notice of Appeal regarding the above-named case matter along with one (1) check in the amount of \$10.00 per filing fee. Please file and return a file-stamped copy to us using the postage-paid envelope enclosed.

Sincerely,



Will Turner
Legal Assistant to Oana Johnson

215 East Bay St Suite 406 • CHARLESTON, SC 29401 • (843) 709-1025 • oana@odjlaw.com

ELECTRONICALLY FILED - 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

Bluffton Magistrate
Judge : LaShonda Green Scott
4819 Bluffton Parkway
Bluffton, SC 299100840
Phone:(843) 255-5610 Fax:(843) 255-9510

DUPLICATE

Received From: Williams, Lauren Patterson
PO Box 8047
Hilton Head Island, SC 29938
Paying for: Gator Northridge Partners, LLLP,
Transaction Type: Civil Payment
Payment Type: Check \$10.00
Total Paid: \$10.00

Date: 6/24/2022
Receipt #: 8467007
Clerk: c07dwillis

Reference #: 1917
Comment: NOTICE OF APPEAL
Non-Refundable

You may check the status of your Beaufort case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2022CV0710300078	Ocean Woods Landscaping Co. Inc VS Gator Northridge Partners, LLLP	\$10.00	\$10.00	\$0.00
Total Cases: 1		\$10.00	\$10.00	\$0.00

ELECTRONICALLY FILED - 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE'S
	)	COURT
COUNTY OF BEAUFORT	)	<u>2022CV0710300078</u>
	)	CIVIL CASE NUMBER
OCEAN WOODS LANDSCAPING CO. INC.	)	
Plaintiff,	)	
v.	)	
GATOR NORTHRIDGE PARTNERS, LLP	)	NOTICE OF APPEAL
Defendant.	)	
	)	
	)	

The Defendant, Gator Northridge Partners hereby gives notice of appeal from the judgment of the magistrate's court in the above action and the denial of defendant's Motion to Alter or Amend the Default Judgment, to the Circuit Court of Common Pleas, in the county of Beaufort.

The grounds for this appeal are that the magistrate judge abused his discretion in refusing to consider the evidence showing that defendant did not receive timely notice of the default hearing and erred as a matter of law in finding that negligence or mistake is not sufficient for relief under SCRCP 60 (c), a rule that does not exist. Further, the magistrate judge failed to consider the affidavits in support of defendant's motion for relief.

Defendant received notice of the entry of default on May 4, 2022 and notice of denial of its motion to be relieved from default on May 6, 2022.

s/Oana Johnson
Oana D. Johnson
Attorney at Law
304 Meeting Street, Ste. 203
Charleston, SC 29401
(843) 203-4195
oana@odjlaw.com

ATTORNEY FOR DEFENDANT GATOR NORTHRIDGE
PARTNERS, LLP.

This 17th day of May 2022
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Notice of Appeal has been served upon Lauren P. Williams via electronic mail at the following address on May 17, 2022:

Lauren P. Williams
PO Drawer 8047
Hilton Head Island, SC 29938
lauren@russellpattersonlaw.com
Attorney for Plaintiff

s/William Turner
William Turner
Paralegal to Oana Johnson



22-00078 JU
BLUFFTON MAGISTRATE COURT
Post Office Box 840
BLUFFTON, SC 29910

CHARLESTON SC 294

29 APR 2022 PM 1

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Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

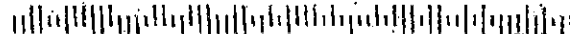
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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING CO. INC.
c/o Inc.
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

GATOR NORTHRIDGE PARTNERS, LLP
7850 NW 146th Street, 4th floor
Miami Lakes, FL 33016

Defendant.

IN THE MAGISTRATE'S
COURT

2022CV0710300078
CIVIL CASE NUMBER

RECEIVED
BEAUFORT MAGISTRATE COURT

2022 MAY -6 PM 1:47

MOTION TO BE
RELIEVED FROM DEFAULT

TO: LAUREN P. WILLIAMS COUNSEL FOR PLAINTIFF

COMES NOW the Defendant GATOR NORTHRIDGE PARTNERS, LLP ("Gator"), by and through undersigned counsel, and respectfully moves before this court, pursuant to Rule 12(b) of the South Carolina Rules of Magistrates Court, that the Court relieves Defendant from the Judgment entered on April 29, 2022 as good cause exists to do so. Particularly, as set forth in the accompanying affidavits of Heather Hedges and Marc Shandler.

Further, Defendant has timely moved for said relief after learning that the default was being sought by Plaintiff. As outlined in the Affidavits attached to this Motion, Defendant only

SCANNED
MAY - 6 2022

[Signature]

learned that Plaintiff was seeking default judgment on April 28, 2022. This motion is being filed less than 20 days from notice that Plaintiff was seeking default.

WHEREFORE, for all the reasons set forth herein, and any other appearing to the Court, Defendant Gator respectfully requests that default be set aside in this case, Gator be allowed to file the Answer attached hereto as Exhibit 1, and the claims made be addressed on their merits. This motion is further based on the accompanying affidavits of Heather Hedges (Exhibit 2) and Marc Shandler (Exhibit 3), any memorandum of law that may be presented to the court prior to a hearing on this matter, and any other such evidence or memoranda that may be submitted to this court prior to the hearing on this motion.

Pursuant to SCRCF Rule 11, Defendant's counsel affirms he met and conferred with Plaintiff's counsel in good faith regarding this matter prior to filing this motion, but the matter could not be resolved.

s/Oana Johnson
Oana D. Johnson
Attorney at Law
304 Meeting Street, Ste. 203
Charleston, SC 29401
(843) 203-4195
oana@odjlaw.com

ATTORNEY FOR DEFENDANT GATOR NORTHRIDGE
PARTNERS, LLP.

This 6th day of May 2022
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Motion To Be Relieved From Default has been served upon Lauren P. Williams via electronic mail at the following address:

Lauren P. Williams
PO Drawer 8047
Hilton Head Island, SC 29938
lauren@russellpattersonlaw.com
Attorney for Plaintiff

s/William Turner
William Turner
Paralegal to Oana Johnson

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING CO. INC.
c/o Inc.
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

GATOR NORTHRIDGE PARTNERS, LLLP
7850 NW 146th Street, 4th floor
Miami Lakes, FL 33016

Defendant.

IN THE MAGISTRATE'S
COURT

2022CV0710300078
CIVIL CASE NUMBER

AFFIDAVIT OF
MARC SHANDLER

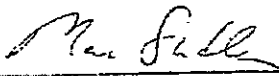
RECEIVED
BEAUFORT MAGISTRATE COURT
2022 MAY -6 PM 1:47

Personally appeared before me, Marc Shandler, who being first duly sworn, deposes and says:

1. As General Counsel for Gator Northridge, LLC, a Florida limited liability company, the General Partner of the Defendant (collectively referred to as "Gator"), I make this Affidavit in support of this Court setting aside the Default Judgment entered against the Defendant.
2. The Complaint, attached hereto as Exhibit "A," was received by Heather Hedges by e-mail on February 21, 2021 (on which I was copied), as transmitted by Gator's agent for service of process Corporate Creations.

EXHIBIT 3

3. As part of our internal process all legal matters, filings, lawsuits and other pleadings that are sent to or served upon Gator are received by Heather Hedges, who is employed by Gator as an Executive Assistant. In Heather's role as Executive Assistant, her duties include, being responsible for receiving, documenting receipt, calendaring all dates in connection therewith, and forwarding all lawsuits and related legal documents that are received in the office, to local counsel of record.
4. When the Complaint was received, Heather was out of the office on maternity leave from January 5, 2022 through April 5, 2022, and I was not aware that the temporary replacement for Heather had not been trained to handle electronic service of process.
5. I failed to file cause an Answer on Gator's behalf within the time period required because due to Heather's absence I was not aware that the Complaint had not been forwarded to local counsel.
6. I only became aware of Gator's failure to file an Answer when I was notified by Heather we received a Service of Process Notice of the Motion for Default Judgment in this matter on April 26, 2022, a copy of which is attached hereto as Exhibit "B".
7. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 5-5-2022


Marc Shandler

STATE OF

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of May 2022 (date) by Marc Shandler, who is personally known to me.

Sworn to and subscribed before me

[Signature]
This 5 day of May, 2022
Notary Public for State of Florida
My commission expires: 6/13/2024



RECEIVED
BEAUFORT MAGISTRATE COURT

2022 MAY - 6 PM 1:47

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE MAGISTRATE'S
COURT

2022CV0710300078
CIVIL CASE NUMBER

OCEAN WOODS LANDSCAPING CO. INC.
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

GATOR NORTHRIDGE PARTNERS, LLLP
7850 NW 146th Street, 4th floor
Miami Lakes, FL 33016

Defendant.

AFFIDAVIT OF
HEATHER HEDGES

Personally appeared before me, Heather Hedges, who being first duly sworn, deposes and
says:

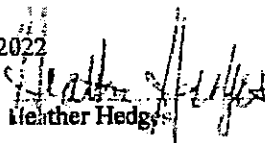
1. I am over the age of 18 and make this Affidavit in support of this Court setting aside the Default Judgment entered against the Defendant.
2. I am employed as an Executive Assistant by Gator Northridge, LLC, a Florida limited liability company, the General Partner of the Defendant (collectively referred to as "Gator").
3. As a part of my responsibilities as Executive Assistant, I provide administrative support and am involved in handling cases, which duties include, but are not

EXHIBIT 2

limited to receiving, documenting receipt, and forwarding all lawsuits and related legal documents that are received in our office to local counsel of record.

4. The Complaint, attached hereto as Exhibit "A," was received by e-mail on February 21, 2021, as transmitted by Gator's agent for service of process Corporate Creations, but I was not in the office to accept. I was unaware of the Complaint being received because I was out of the office on maternity leave from January 5, 2022 through April 5, 2022, and I never received a Notice of Default hearing if one was held. Commencing on April 7, 2022 I returned to the office and began working on Tuesdays and Thursdays.
5. I am responsible for forwarding all legal filings and lawsuits to local counsel and failed to forward the Complaint due to my absence.
6. Gator failed to file an Answer within the time period required because I did not forward the Complaint to local counsel until the time that an Answer should have been filed had already lapsed.
7. I only became aware of Gator's failure to file an Answer on Thursday, April 28, when I returned to the office and received a Service of Process Notice of the Motion for Default Judgment in this matter on April 26, 2022, a copy of which is attached hereto as Exhibit "B."
8. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 5, 2022


Heather Hedges

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this 5.5.2022 (date) by Heather Hedges, who is
personally known to me.

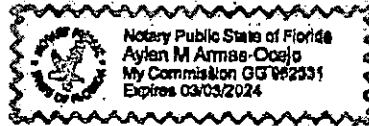
Sworn to and subscribed before me



This 5 day of May, 2022

Notary Public for

My commission expires: 3.3.2024



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING CO. INC.

P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

GATOR NORTHRIDGE PARTNERS, LLP
7850 NW 146th Street, 4th floor
Miami Lakes, FL 33016

Defendant.

IN THE MAGISTRATE'S
COURT

2022CV0710300078
CIVIL CASE NUMBER

ANSWER

2022 MAY -6 PM 1:47

RECEIVED
BEAUFORT MAGISTRATE COURT

COMES NOW the Defendant Gator Northridge Partners, LLP ("Gator") by and through undersigned counsel, and hereby answers and asserts affirmative defenses to the Complaint of Ocean Woods Landscaping Co., Inc.

1. The allegations in Paragraph 1 of Plaintiff's Complaint are admitted upon information and belief.
2. The allegations in Paragraph 2 of Plaintiff's Complaint are admitted.
3. Defendant admits that it entered into the Agreement with Plaintiff. The Agreement is a written document and speaks for itself. Any allegations in Paragraph 3 of Plaintiff's Complaint not consistent with the Agreement are specifically denied and defendant demands strict proof thereof.

EXHIBIT 1

4. The allegations in Paragraph 4 are denied.
5. Defendant admits the allegations in Paragraph 5 of Plaintiff's Complaint insofar as they allege that Defendant provided notice of intent to terminate the Agreement on December 2, 2021. Defendant further asserts that it terminated the Agreement due to Plaintiff's poor workmanship.
6. The allegations in Paragraph 6 of Plaintiff's Complaint are denied and Defendant demands strict proof thereof.
7. Defendant realleges its answers to set forth above.
8. The allegations in Paragraph 8 of Plaintiff's Complaint are denied. Defendant admits that Plaintiff performed services but denies that the quality of the services was as promised by Plaintiff in the agreement and denies that Plaintiff is entitled to compensation due to poor quality of work performed.
9. The allegations in Paragraph 9 of Plaintiff's Complaint are denied and Defendant demands strict proof thereof.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint and all of its claims are barred, in whole or in part, because they fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The allegations of the Complaint are barred by the equitable doctrines and defenses of estoppel, waiver, and unclean hands by virtue of Plaintiff's actions and/or omissions.

THIRD AFFIRMATIVE DEFENSE

Plaintiff has failed to perform all conditions, covenants, and promises required to be performed by her in accordance with the terms and conditions of the contracts at issue in the Complaint.

WHEREFORE, Defendant GATOR, having fully answered the Complaint of the Plaintiff and asserted its Affirmative Defenses, respectfully pray the Court as follows:

1. That Plaintiff shall have and recover nothing from Defendant GATOR and that Plaintiff's Complaint be dismissed with prejudice;
2. That GATOR's Affirmative Defenses be sustained;
3. That the costs and reasonable attorneys' fees GATOR incurs defending this Action be taxed to the Plaintiff; and
4. For such other relief as this Honorable Court deems just and proper.

Oana D. Johnson
Attorney at Law
304 Meeting Street, Ste. 203
Charleston, SC 29401
(843) 203-4195
oana@odjlaw.com

ATTORNEY FOR DEFENDANT GATOR NORTHRIDGE
PARTNERS, LLP.

This 6th day of May 2022
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

202 V0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

DEFAULT JUDGMENT

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

The issues in this action were tried in the Bluffton Magistrate on April 29, 2022 at which time a Judgment for the Plaintiff, **Ocean Woods Landscaping Co. Inc.**, was rendered in the amount of **\$7,500.00**.

IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Gator Northridge Partners, LLLP

the total amount of **\$7,570.00** which includes other relief, if any, as stated below.

Court Costs / Filing Fees

70.00

Please note that the full balance of **\$7,570.00** is due to the Plaintiff within 30 days of this order. If not paid in full, a Transcript of Judgment and Execution Against Property will be issued against the Defendant at the request of the Plaintiff.

JUDGE

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

April 29, 2022

ELECTRONICALLY FILED - 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA

2022CV0710300078
CIVIL CASE NUMBER

COUNTY OF BEAUFORT

IN THE MAGISTRATE'S COURT

DISPOSITION NOTICE

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Plaintiff(s) Attorney

Lauren Patterson Williams

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

Defendant(s) Attorney

Date Filed: February 11, 2022

Date Served: Feb 21/22

By: Southern Private Process

Civil Action Type: Summons & Compl PS

Answered Date: None

Counterclaim Date: None

Counterclaim Served Date: N/A

Suit Amount: 7,500

Counterclaim Amount: N/A

☐ Find for Plaintiff

☐ Find for Defendant

☐ Case Settled

☐ Ended in Bankruptcy

☐ Action Dismissed

☐ Transfer to Other Court

☐ Order Of Dismissal

☐ Stipulation of Dismissal

☐ Voluntary non-suit with Prejudice

☐ Default Judgment

☐ Voluntary non-suit w/o Prejudice

☐ Summary Judgment for Plaintiff (Defendant failed to appear)

☐ Other

☐ Summary Judgment for Defendant (Plaintiff failed to appear)

It is so ordered and adjudged:

☐ See Attached Order

☐ Statement of judgment by the court

Amount: \$7,500

Interest: 0

Cost: \$70

Other: 0

Atty. Fees: \$0

Total: 7,570

Dated at Bluffton Magistrate, SC, this 29th day of Mar / 22

Summary Court Judge

This judgment was entered on the _____ day of _____, _____ and a copy mailed first class this _____ day of _____ To attorneys or recorded parties when appearing pro se. (Clerks Initials)

Remarks:

Based on statement out 2/10/22
Re: Agent with SC 545, by p's atty.

ELECTRONICALLY FILED - 2022 JUN 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
c/o Lauren P. Williams, Esq.
Russell P. Patterson, P.A.
P.O. Box 8047
Hilton Head, SC 29938

Plaintiff,

v.

Gator Northridge Partners, LLLP
6650 Rivers Ave.
North Charleston, SC 29406

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2022CV0710300078

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 APR 26 AM 8:36

AFFIDAVIT OF

Joseph P. Short

PERSONALLY appeared before me, Joseph P Short, Jr. who being duly sworn deposes and says:

1. That I am an adult and competent to make this affidavit.
2. That I am a representative of Ocean Woods Landscaping Co. Inc. and am one of the persons charged with the responsibility of keeping the records of Plaintiff, including Defendant Gator Northridge Partners, LLP's account.
3. That the total amount due on Defendant's account is \$8,369.51 pursuant to the invoices attached hereto as Exhibit 1.
4. That Plaintiff understands and acknowledges that the jurisdictional limit of the Magistrate Court is \$7,500 and is thus willing to reduce the total amount owed by Defendant to \$7,500 for the purpose of this proceeding.

FURTHER SAYETH AFFLIANT NAUGHT.

SWORN TO before me this

20th day of April, 2022

Deborah J. Taylor

Notary Public for South Carolina DEBORAH J. TAYLOR

My Commission Expires: 10/24/2027
Notary Public, State of South Carolina
My Commission Expires 10/24/2027

SCANNED
APR 26 2022

BY: [Signature]

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
c/o Lauren P. Williams, Esq.
Russell P. Patterson, P.A.
P.O. Box 8047
Hilton Head, SC 29938

Plaintiff,

v.

Gator Northridge Partners, LLLP
6650 Rivers Ave.
North Charleston, SC 29406

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2022CV0710300078

CERTIFICATE OF SERVICE BY MAIL

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 APR 26 A:18:36

This is to certify that I, the undersigned, of the Law Firm of Russell P. Patterson, P.A.,
have this date served a true and accurate copy of the Affidavit of Joseph P. Short, upon
Defendant by mailing a copy of the same via United States Mail, postage prepaid to:

Gator Northridge Partners, LLLP
6650 Rivers Ave.
North Charleston, SC 29406

RUSSELL P. PATTERSON, P.A.

/s/ Lauren P. Williams
Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
lauren@russellpattersonlaw.com
Attorney for the Plaintiff

Hilton Head Island, South Carolina
April 20, 2022

Russell P. Patterson, P.A.

Serving the Lowcountry for over 35 years

**Physical Address**

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

Mailing Address

P.O. Box 8047
Hilton Head, SC 29928
(843) 341-9300
(843) 341-9301 fax

April 20, 2022

Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

Re: Ocean Woods Landscaping Co., Inc. v. Gator Northridge Partners, LLLP
Case No.: 2022CV0710300078

Dear Clerk of Court:

Enclosed please find one original and one copy of the Affidavit of Joseph P. Short and Certificate of Service for filing in the above-referenced matter. Please return the filed stamped copy in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me with any questions.

Sincerely,
RUSSELL P. PATTERSON, P.A.


Lauren P. Williams

Enclosures

cc: Ocean Woods Landscaping Co. – e-mail
Gator Northridge Partners, LLLP

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 APR 26 AM 8:36



22-00078 NOW
BLUFFTON MAGISTRATE COURT
Post Office Box 840
BLUFFTON, SC 29910



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Gator Northridge Partners, LLP
C/O Amy Overcash
6650 Rivers Ave
North Charleston, SC 29406



22-00076 NW
BLUFFTON MAGISTRATE COURT
Post Office Box 840
BLUFFTON, SC 29910

JUDGE



US POSTAGE
ZIP 29910 \$000.53⁰
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Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

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ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

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22-00076 NW
ELECTRONICALLY FILED 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

BLUFFTON MAGISTRATE COURT

Post Office Box 840
BLUFFTON, SC 29910



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Lauren Williams
PO Box 8047
Hilton Head Island, SC 29938

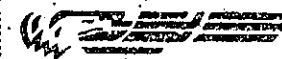


22-00076 NW
BLUFFTON MAGISTRATE COURT

Post Office Box 840
BLUFFTON, SC 29910



US POSTAGE PAID BY PITNEY BOWES



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0000383206 APR 04, 2022

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT**

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**Bluffton Magistrate
4819 Bluffton Parkway
Bluffton, SC 29910**

on **April 29, 2022 at 9:00 AM** to serve as a party in a Default Hearing in the case of:

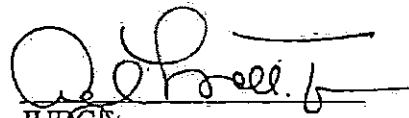
**RE: Ocean Woods Landscaping Vs Gator Northridge Partners, LLLP
Co. Inc**

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2022CV0710300078, Summons & Complaint PS.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

**Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510**

April 4, 2022

MV42

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT**

Lauren Williams
PO Box 8047
Hilton Head Island, SC 29938

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**Bluffton Magistrate
4819 Bluffton Parkway
Bluffton, SC 29910**

on **April 29, 2022** at **9:00 AM** to serve as a party in a Default Hearing in the case of:

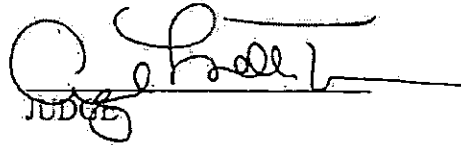
**RE: Ocean Woods Landscaping Vs Gator Northridge Partners, LLLP
Co. Inc**

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2022CV0710300078, Summons & Complaint PS.

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

**Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510**

April 4, 2022

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT**

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**Bluffton Magistrate
4819 Bluffton Parkway
Bluffton, SC 29910**

on **April 29, 2022 at 9:00 AM** to serve as a party in a Default Hearing in the case of:

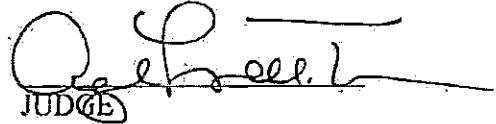
**RE: Ocean Woods Landscaping Vs Gator Northridge Partners, LLLP
Co. Inc**

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2022CV0710300078, Summons & Complaint PS.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

**Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510**

April 4, 2022

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING
CO. INC.,
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2022CV0710300078

AFFIDAVIT OF DEFAULT

2022 APR - 1 AM 8:10

RECEIVED
BEAUFORT MAGISTRATE COURT

PERSONALLY APPEARED before me, LAUREN P. WILLIAMS, of the Law Firm of Russell P. Patterson, P.A., who, upon being duly sworn, states that she is the attorney for the Plaintiff above-named and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant **Gator Northridge Partners, LLLP**, and that no Answer, Demurrer or Notice of Appearance has been served by said parties as required under the SCRCF; and that said Defendant is not a member of the military service and said Defendant is in default.

RUSSELL P. PATTERSON, P.A.



Lauren P. Williams

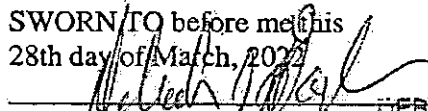
P.O. Drawer 8047

Hilton Head Island, SC 29938

(843) 341-9300

Attorney for Plaintiff

SWORN TO before me this
28th day of March, 2022


DEBORAH J. TAYLOR
Notary Public, State of South Carolina
My Commission Expires: 10/24/2027

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
P.O. Box 5824)
Hilton Head Island, SC 29928)
)
Plaintiff,)
)
v.)
)
Gator Northridge Partners, LLLP)
7850 NW 146th Street)
Columbia, SC 29201)
)
Defendant.)
_____)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

2022 APR - 1 AM 8:10

RECEIVED
BEAUFORT MAGISTRATE COURT

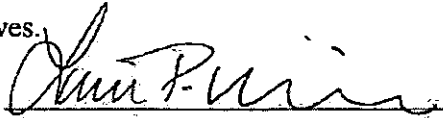
MOTION FOR DEFAULT JUDGMENT

TO: DEFENDANT GATOR NORTHRIDGE PARTNERS, LLLP

You will please take notice that Plaintiff, Ocean Woods Landscaping Co., Inc., by and through its undersigned counsel, pursuant to Rule 11, SCRMC, hereby moves for a Default Judgment in this matter on the following grounds:

1. That the Summons and Complaint were properly filed and served upon Defendant, Gator Northridge Partners, LLLP, on February 21, 2022, as reflected in the Affidavit of Service on filed with the Court.
2. That the Complaint sought damages in the specific, liquidated amount of \$7,500.
3. That the total amount of the judgment that Plaintiff seeks is thus \$7,500.

Plaintiff Ocean Woods Landscaping Co. Inc. so moves.


Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300

Hilton Head, South Carolina
March 28, 2022

lauren@russellpattersonlaw.com
Attorney for Plaintiff

Russell P. Patterson, P.A.

Serving the Lowcountry for over 35 years

**Physical Address**

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

March 28, 2022

Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

Re: Ocean Woods Landscaping Co., Inc. v. Gator Northridge Partners, LLLP
Case No.: 2022CV0710300078

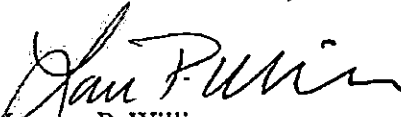
Dear Clerk of Court:

Enclosed please find one original and one copy of the Affidavit of Default and Motion for Default Judgment for filing in the above-referenced matter. Please return the filed stamped copy in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me with any questions.

Sincerely,

RUSSELL P. PATTERSON, P.A.


Lauren P. Williams

Enclosures

cc: Ocean Woods Landscaping Co. – e-mail

Mailing Address

P.O. Box 8047
Hilton Head, SC 29928
(843) 341-9300
(843) 341-9301 fax

2022 APR - 1 AM 8:10

RECEIVED
BEAUFORT MAGISTRATE COURT

ELECTRONICALLY FILED Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

AFFIDAVIT OF SERVICE

State of South Carolina

County of Beaufort

Magistrate's Court

Ocean Woods Landscaping Co., Inc., et al, Plaintiff(s)

vs.

Case No: 2022CV0710300078

Gator Northridge Partners, LLLP, et al, Defendant(s)

For:

RUSSELL PATTERSON LAW
P.O. Box 8047
Hilton Head Island, SC 29938

To be served on: Gator Northridge Partners, LLP

Travis Bowers, undersigned, being duly sworn, deposes and says:
that on February 21, 2022 at 4:43 pm at 6650 Rivers Ave, North Charleston, SC
the undersigned served the documents described as:

Summons and Complaint

Answer; Exhibits 1 & 2

A true and correct copy of the aforesaid document(s) was served on:

Gator Northridge Partners, LLP

By delivering them into the hands of an officer or managing agent whose name and title is

Amy Overcash, Authorized Agent

The person receiving documents is described as follows:

Sex F ; Race White ; Hair Color Blonde ; Facial Hair
Approx. Age 55 ; Approx. Height 5'05" ; Approx. Weight

☒ To the best of my knowledge and belief, said defendant was not engaged in the US Military at ti

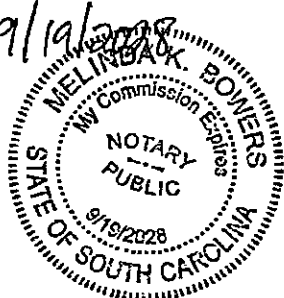
Subscribed and sworn to before me this

24th day of February, 2022

Melinda K. Bowers

NOTARY PUBLIC

My Commission Expires: 9/19/2028



I certify that I am over the age of 18
Undersigned declares under penalty of perjury

Travis Bowers

Travis Bowers

Process Server
Southern Pride Process, LLC
(803) 386-8559
PO Box 7125
Columbia, SC 29202-7125

SPP File: 131421-1

Client File: _____

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 MAR 22 AM 8:08

Agent?
Sps?

Russell P. Patterson, P.A.
Serving the Lowcountry for over 35 years

Physical Address

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

March 10, 2022

Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

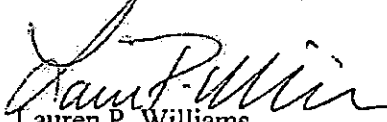
Re: Ocean Woods Landscaping Co., Inc. v. Gator Northridge Partners, LLLP
Case No.: 2022CV0710300078

Dear Clerk of Court:

Enclosed please find one original and one copy of the Affidavit of Service for filing in the above-referenced matter. Please return the filed stamped copy in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me with any questions.

Sincerely,
RUSSELL P. PATTERSON, P.A.


Lauren P. Williams

Enclosures

cc: Ocean Woods Landscaping Co. – e-mail

Mailing Address

P.O. Box 8017
Hilton Head, SC 29928
(843) 341-9300
(843) 341-9301

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 MAR 22 AM 8:08

ELECTRONICALLY FILED
2022 MAR 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

2022-0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

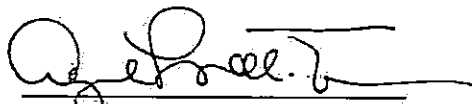
TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within **THIRTY** days from the first day after receipt of this summons. Your Answer must be received by the:

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

February 14, 2022

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

20* V0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE
SUMMONS COMPLAINT ITEMIZATION & ANSWER

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn

says that (s)he served the _____ in this action
(Describe document(s) served)

on _____ by delivery to
(Name of party served)

☐ _____ personally;
(Name of party served)

☐ _____ the _____ of the party served,
(Name of person served) (Note relationship to party)

and a person of discretion residing at the residence of the party served;

☐ _____ the _____ of _____
(Name of person served) (Title) (Name of corporate party served)

and leaving with ☐ (him) ☐ (her) a copy at _____
(Street address)

in _____ County, South Carolina,
(City or Town) County

on _____ at _____ o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

☐ Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.

Sworn to and Subscribed before me
this _____ day of _____, 20____

Signature of Deponent

Notary Public for South Carolina
My Commission expires _____
Entered in the Sheriff's Service Book on _____
Book _____ Page _____ Number _____

Return to:
Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

MV65

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
)
)
)

2022CV 10300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

On _____ I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Bluffton Magistrate**, is as follows:

CHECK ONE:

A. ☐ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☐ I deny that I am responsible at all because: (use additional pages if necessary)

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: _____

SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

****IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER****

PLEASE RETURN TO:

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

MV2

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
P.O. Box 5824)
Hilton Head Island, SC 29928)
Plaintiff,)
v.)
Gator Northridge Partners, LLLP)
7850 NW 146th Street)
Columbia, SC 29201)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CW07103 00076

COMPLAINT

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 FEB 11 PM 1:17

The Plaintiff would respectfully allege and show unto this Honorable Court as follows:

1. The Plaintiff, Ocean Woods Landscaping Co. Inc. ("Ocean Woods"), is a corporation created under the laws of the State of South Carolina and doing business in the Town of Hilton Head Island.
 2. That the Plaintiff is informed and believes that the Defendant, Gator Northridge Partners, LLLP, is a Florida Limited Partnership, licensed to conduct business in South Carolina.
 3. That on or about March 13, 2017, the Defendant retained the services of the Plaintiff to provide weekly landscaping and clean up services, as well as regular fertilization and weed control at 435 William Hilton Parkway, Hilton Head Island, SC for \$2,730.00 per month, pursuant to a written agreement, copy of which is attached as Exhibit 1 ("Agreement").
 4. That the Plaintiff thereafter provided the services set forth under the Agreement.
- That the Plaintiff has fully complied with the Agreement as to providing the above-referenced services to the Defendant.

5. That Defendant provided thirty (30) days notice of its intent to terminate the Agreement on December 2, 2021, with a termination date of January 2, 2022.

6. That in breach of the parties' Agreement, the Defendant failed and refused to pay for said services in an amount totaling at least \$7,500.00, as reflected in the account statement attached as Exhibit 2.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

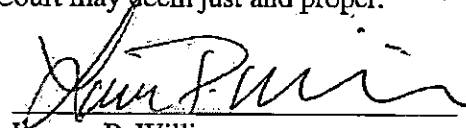
7. That each and every allegation set forth in this Complaint is hereby realleged and reiterated as fully as if repeated verbatim herein.

8. That Plaintiff provided non-gratuitous, valuable labor and/or materials for the benefit of the Defendant in the amount of at least \$7,500.00.

9. That Defendant by retaining said services and materials without payment have been unjustly enriched.

WHEREFORE, The Plaintiff prays unto this Court for an Order as follows:

1. For judgment against the Defendant, Gator Northridge Partners, LLC, in the amount of \$7,500.00.
2. For prejudgment interest and the costs of this action.
3. Such other and further relief as this Court may deem just and proper.



Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
russell@russellpattersonlaw.com
lauren@russellpattersonlaw.com
Attorney for Plaintiff

Hilton Head, South Carolina
February 8, 2022



Ocean Woods Landscaping

67 Union Cemetery Road - Hilton Head Island, SC 29926

843-682-4000 - www.oceanwoods.com

This Agreement made this 13th day of March, 2017 by and between Gator Northridge Partners LLLP (hereinafter referred to as "Owner") and Ocean Woods Landscaping Co., Inc. (hereinafter referred to as "Contractor").

WHEREAS, Owner wishes to retain the services of the Contractor for the purpose of performing the grounds maintenance of 435 William Hilton Parkway Hilton Head Island, SC as more fully outlined below.

1. TERM

This agreement shall commence on the 13th day of March, 2017 and remain in effect for a period of one (1) year. This agreement shall automatically renew each year unless Client or Contractor provides thirty (30) day written notice not to renew. Further, Client or Contractor reserves the right to terminate this agreement upon thirty (30) days written notice at any time for any reason whatsoever.

2. SERVICES TO BE PERFORMED

Weekly landscape maintenance to include mowing, edging, pruning, litter and debris pickup, fertilization, and curative herbicide and pesticide applications as more fully described below.

Service Schedule Options	Frequency	Monthly Payment (12 Monthly)
A: 30-gallon site trash cans emptied	Daily (X5)	Included
B: Seasonal Sweeper Cleaner (26 weeks)	One visit per week	\$347.00
C: Weekly service plus 4 daily AM visits for landscape debris and quality control	Daily visit	\$2730.00
D: 2-Signage bed - seasonal flowers	Twice per year	\$990 per install
E: Limb up tree canopy - tree removals	As needed	Provide proposal

A. LAWN CARE

- (i) Mowing: Grass will be mowed weekly or as often as necessary to maintain a neat appearance (generally weekly during growing season).
- (ii) Edging: Mechanical edging around plant beds and walks as desirable to maintain a neat appearance. Ocean Woods is not responsible for buried cables such as pet invisible fences and TV cables.

B. MULCH IN PLANT BEDS

EXHIBIT 1

Annual mulching of planting beds is recommended. Mulch will be provided at an additional charge. Pine straw, pine bark, shredded hardwood, and/or shredded cypress are available.

C. PRUNING

- (i) Plants: A continuous program of pruning will be followed. Plants will be pruned at the best time for flower bud development, foliage growth, and/or health of the plant.
- (ii) Trees: Palm fronds, dead limbs, and "trash" will be removed as necessary to eliminate potentially dangerous conditions and to enhance the trees' natural appearance if reachable from ground level with normal equipment (6 to 10 feet). Additional tree work required will be treated on an individual basis with an appropriate charge made.

D. CLEAN-UP OF LITTER

- (i) Walkways, Patios, Decks and Driveways: Will be swept, or blown clean, not less than weekly. Landscape debris and trash will be removed from all areas as required to insure neat appearance. Daily monitoring of site 30-gallon trash cans will be conducted on a daily basis and emptied as needed.

E. FERTILIZATION PROGRAM

- (i) Grass: Turf will be fertilized two times per year with a complete analysis fertilizer at the appropriate rate. Additional applications are available upon request for an additional fee.
- (ii) Plants: A complete analysis fertilizer will be applied to plants as necessary at the appropriate rate in the spring and fall.

F. CHEMICAL SPRAY PROGRAM

- (i) Grass: Apply post-emergent herbicides for the control of broadleaf weeds.

Establish a curative* spray program to treat damage from insects. Applications will be made up to once monthly in response to observed damage.
- (ii) Plants: Establish a curative* spray program for all plants to treat damage from insects. Applications will be made up to once monthly in response to observed damage from insects.

*Curative applications are made in response to damage that result from insects in turf or on plants. Preventive applications are available and have been recommended as needed above.

G. WEEDING

- (i) Beds: Will be maintained weed-free and trash-free mechanically or by chemical control.
- (ii) Grass and Weeds Growing Through Pavement: Will be removed mechanically or by chemical control.

H. IRRIGATION SYSTEM MANAGEMENT

It is the Contractor's responsibility to notify Owner if temporary watering is necessary should the irrigation system be inoperable. Owner is to be billed additionally for parts and repairs to electrical system, timing devices or irrigation lines and heads, for damage not caused by the Contractor.

3. ACTS OF GOD DAMAGE

Contractor will not be responsible for damage caused by major flooding or for removal of large trees and debris as a result of unusually high winds or water. Any work performed due to extraordinary circumstances, such as hurricanes, tornados, exceptionally high wind, or freezes, will be charged back to the Owner at applicable rates.

4. INSURANCE

Contractor will maintain a certificate of insurance showing minimum liability coverage in the amount of:

\$100,000/\$300,000	-- Bodily Injury
\$50,000	-- Property Damage
\$1,000	-- Medical Payments

Contractor will also maintain a current certificate of insurance showing coverage for work related injuries.

The fee for the above described services will be \$2730.00 per month.

Darren W. Davis, Account Manager
OCEAN WOODS LANDSCAPING

3-16-17
DATE


OWNER Property Manager

4/5/17
DATE

Billing Address 7850 NW 146th St.
4th Floor
Miami Labs FL 33016

E-mail accts.payable@oceanwoods.com

Phone (305) 949-9049 Home
(305) 216-0474 Cell

Statement

2/8/2022

Hilton Head Northridge
Gator Northridge Partners LLLP
7850 NW 146th Street
4th Floor
Miami Lakes, FL 33016

EXHIBIT 2

Statement

Ocean Woods Landscaping
P. O. Box 5824
Hilton Head Island
SC 29938-5824

Date
2/8/2022

To:
Hilton Head Northridge Gator Northridge Partners LLLP 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

					Amount Due
					\$8,369.51
Date	Transaction				Amount
10/31/2021	INV #22524261. Due 10/31/2021. --- Maintenance - 51 \$2,730.00				2,730.00
12/02/2021	INV #22525097. Due 12/02/2021. --- Maintenance - 51 \$2,730.00 --- Maintenance - 51 \$179.51				2,909.51

Russell P. Patterson, P.A.
Serving the Lowcountry for over 35 years

Physical Address

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

Mailing Address

P.O. Box 8047
Hilton Head, SC 29928
(843) 341-9300
(843) 341-9301

February 8, 2022

Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

Re: Ocean Woods Landscaping Co., Inc. v. Gator Northridge Partners, LLLP

Dear Clerk of Court:

Enclosed please find one original and one copy of a Complaint for filing in the above-referenced matter, along with a \$70 filing fee check. Please return the filed stamped copy and Summons in the enclosed envelope and my office will arrange for service on the Defendant.

Thank you for your assistance in this matter. Please contact me with any questions.

Sincerely,

RUSSELL P. PATTERSON, P.A.


Lauren P. Williams

Enclosures

cc: Ocean Woods Landscaping Co. – e-mail

Bluffton Magistrate
Judge : LaShonda Green Scott
4819 Bluffton Parkway
Bluffton, SC 299100840
Phone:(843) 255-5610 Fax:(843) 255-9510

DUPLICATE

Received From: Williams, Lauren Patterson
PO Box 8047
Hilton Head Island, SC 29938
Paying for: Ocean Woods Landscaping Co. I
Transaction Type: Civil Payment
Payment Type: Check \$70.00
Total Paid: \$70.00

Date: 2/11/2022
Receipt #: 8464567
Clerk: c07dwillis

Reference #: 8399
Comment: SUMMONS & COMPLAINT FILING
Non-Refundable

You may check the status of your Beaufort case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2022CV0710300078	Ocean Woods Landscaping Co. Inc VS Gator Northridge Partners, LLLP	\$70.00	\$70.00	\$0.00
Total Cases: 1		\$70.00	\$70.00	\$0.00

ELECTRONICALLY FILED - 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

2022CV0710300078
4-29-22
Default Hearing

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2022CV0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

RETURN OF THE CIVIL APPEAL

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

2022 JUN 30 AM 11: 05

JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
PLAINTIFF(S) CLERK OF COURT

Vs

Gator Northridge Partners, LLLP
7850 Nw 146Th Street
Columbia, SC 29201

DEFENDANT(S)

The attached documents comprise the case file of the Bluffton Magistrate. As required by Section 18-7-60, SC Code of Laws, this file is transmitted to the Court of Common Pleas as the result of an appeal. The following documents are attached:

- ☐ Summons, Complaint and Proof of Service
- ☐ Pretrial Motions and Orders granting or denying
- ☐ Jury Strike Proceedings (if applicable)
- ☐ Trial proceedings, summary of trial
- ☐ Instructions given to jury or denied
- ☐ Order of Judgment signed by the Trial Judge
- ☐ Post-trial Motions and Orders granting or denying
- ☐ All papers and notices of hearings and trial
- ☐ Notice of Appeal and date filed with the Court
- ☒ Other (describe): Entire case file and digital transcript of April 29, 2022 hearing


JUDGE/CLERK

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

June 29, 2022

Please return signed transmittal
to John Castellano at
jcastellano@bcgov.net

ELECTRONICALLY FILED - 2022 Jun 30 4:19 PM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	APPEAL CASE NO. 2022CP0700864
COUNTY OF BEAUFORT	)	
	)	IN THE MAGISTRATE'S COURT
OCEAN WOODS LANDSCAPING	)	CIVIL CASE NO. 2022CV0710300078
CO. INC.,	)	
P.O. Box 5824	)	
Hilton Head Island, SC 29928	)	
	)	
Plaintiff/Respondent,	)	
	)	
v.	)	MEMO IN OPPOSITION TO APPEAL
	)	
Gator Northridge Partners, LLLP	)	
7850 NW 146th Street	)	
Columbia, SC 29201	)	
	)	
Defendant/Appellant.	)	
	)	

Plaintiff/Respondent Ocean Woods Landscaping Co. Inc., ("OWL") respectfully submits this Memorandum in Opposition to Defendant/Appellant's appeal, dated May 17, 2022 ("Appeal").

FACTUAL AND PROCEDURAL BACKGROUND

This is a collection action initiated by OWL for the collection of \$7,500.00 for work performed pursuant to the terms of its contract with Gator Northridge Partners, LLLP ("Gator"). On or about January 5, 2022, a dispute arose regarding payment by Gator for services performed by OWL pursuant to the terms of the parties' March 13, 2017 contract. Subsequently, OWL instructed its attorneys to send a ten (10) day demand letter to Gator's Senior Vice President, Lisha K. Miller ("Miller"), in an attempt to resolve this matter without litigation. (Exhibit 1). Unfortunately, Gator did not respond to the ten (10) day demand letter, so OWL was forced to file suit.

On February 11, 2022, OWL filed the instant action with the Beaufort County Magistrate's Court. Shortly thereafter, on February 21, 2022, the Summons and Complaint were served on Gator's South Carolina Registered Agent as reflected on the South Carolina Secretary of State's Website (Exhibit 2), Corporate Creations Network, Inc., 6650 Rivers Avenue, North Charleston, SC 29406, as evidenced by that certain Affidavit of Service on file with the Magistrate Court (Exhibit 3). Despite being properly served, Gator failed to file any response to OWL's Complaint. Thus, on March 28, 2022 (thirty-five (35) days after Gator was served), OWL filed an Affidavit of Default and Motion for Default Judgment. (Exhibit 4). A copy of this letter was emailed to Mrs. Miller from Gator on March 28, 2022. (Exhibit 5). OWL did not receive any response from Gator.

Subsequently, a hearing was set for April 29, 2022, on OWL's Motion for Default Judgement ("Hearing"). The trial court sent a Notice of Hearing and copy of the Motion for Default Judgment to Gator at 6650 Rivers Ave., North Charleston, SC on or about April 18, 2022. In preparation of the Hearing, OWL also filed an Affidavit of Joseph P. Short ("Affidavit") on April 20, 2022. A copy of the Affidavit was mailed to Gator. (Exhibit 6). Ultimately, Gator failed to attend the Hearing or contact anyone regarding this matter prior to the Hearing. Accordingly, the Court granted OWL a judgment against Gator in the amount of \$7,500 on April 29, 2022.

Sometime thereafter, on May 6, 2022, Gator filed a Motion to be Relieved from Default asserting good cause existed to set aside the default ("Motion"). That same day, the trial court issued an order denying Gator's Motion. A copy of this Order was emailed to all parties by the Court on May 6, 2022. In response, Gator filed the instant Appeal on May 17, 2022. The Court filed its Return to the Appeal on June 30, 2022.

STANDARD OF REVIEW

The decision to grant or deny a motion made pursuant to Rule 60(b) is within the sound discretion of the trial judge. *BB&T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 502 (2006). Thus, the appellate standard of review is limited to determining whether there was an abuse of discretion. *Id.* at 551, 633 S.E.2d at 502-03. An abuse of discretion occurs when the order of the court is controlled by an error of law or where the order is based on factual findings that are without evidentiary support. *Gainey v. Gainey*, 382 S.C. 414, 423, 675 S.E.2d 792, 797 (Ct.App. 2009).

LEGAL ANALYSIS

1. THE TRIAL COURT PROPERLY APPLIED THE STANDARD ESTABLISHED BY RULE 60(b) IN DENYING GATOR'S MOTION.

In denying Gator's Motion, the trial court properly applied the Rule 60(b), SCRCP standard because Gator was seeking relief from the entry of a default judgment¹. It is well established under South Carolina law that once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRCP. *Sundown Operating Co Inc. v. Intedje Industries Inc.*, 383 S.C. 601, 608, 681 S.E.2d 885, 888 (2009). The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the "good cause" standard established in Rule 55(c). *Id.* Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or "other misconduct of an adverse party." Rule 60(b), SCRCP. It should be noted that Rule 12(b) of the South Carolina Rules of Magistrate Court is identical to Rule 60(b), SCRCP.

Here, Gator's Motion sought relief pursuant to Rule 12, SCRMC, but failed to assert any of the necessary grounds for relief. Instead, Gator merely asserts that OWL's default judgment

¹ It is clear that the trial court's citation to Rule 60(c), SCRCP is merely a typographical error and the court meant to cite Rule 60(b), SCRCP. This error could have been corrected by a Motion to Reconsider, but none was filed in this matter.

should be overturned because “good cause exists to do so.” Good cause is the standard for seeking relief from the entry of default, not relief from the entry of a default judgment. Rule 55(c), SCRCP. Additionally, this assertion does not satisfy the requirement of a particularized showing of an outlined ground for relief as required by Rule 60(b). Thus, the trial court properly denied Gator’s Motion pursuant to Rule 60(b), SCRCP, and its ruling should be affirmed.

2. ASSUMING ARGUENDO, THAT GATOR’S AFFIDAVITS CONSTITUTE A SHOWING OF MISTAKE OR EXCUSABLE NEGLIGENCE, THE TRIAL COURT PROPERLY DENIED GATOR’S MOTION.

Assuming arguendo, that the affidavits of Gator’s General Counsel, Marc Shandler, and his assistant, Heather Hedges (collectively “Affidavits”), submitted with Gator’s Motion, constitute a showing of mistake or excusable neglect as outlined in Rule 60(b)(1), the trial court still properly denied Gator’s Motion. As stated above, Gator’s Motion asserts good cause exists to set aside the default judgment. In support of this argument, Gator references the Affidavits to show when it learned about the instant suit. Gator’s Motion did not rely upon these Affidavits to assert any type of mistake or excusable neglect argument. However, OWL anticipates that Gator may now do so.

The Affidavits admit that Gator was properly served, but allege that Gator failed to timely respond to the Complaint or Motion for Default Judgment because Ms. Hedges was out of the office on maternity leave and her replacement was not trained to handle this type of matter. The Affidavits also acknowledge that Gator discovered its mistake the day before the Hearing but failed to take any action in response to the suit.

The movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle it to relief. *BB & T* at 552, 633 S.C.2d at 503. In determining whether to grant relief under Rule 60(b)(1), the court must consider the following factors: (1) the promptness with

which relief is sought; (2) the reasons for the failure to act promptly; (3) the existence of a meritorious defense; and (4) the prejudice to the other party. *Rouvet v. Rouvet*, 388 S.C. 301, 310, 696 S.E.2d 204, 208 (Ct. App. 2010).

As to the first factor, Gator did not promptly seek relief from OWL's default judgment. Gator admits that it learned of the lawsuit and pending Motion for Default Judgement on April 28, 2022, one day before the Hearing. However, Gator failed to contact opposing counsel or the trial court regarding the matter at that time. Instead, Gator waited until a week after the Hearing to seek relief from OWL's judgment. Furthermore as asserted in the trial court's Return, Gator's Notice of Appeal was not timely filed with the Magistrate Court pursuant to Rule 18(a), SCMCR. Thus, the trial court properly found that Gator failed to satisfy the first factor.

As to the second factor, it is well established that the neglect of the attorney is the neglect of the client, and no mistake, inadvertence, or neglect attributable to the attorney can be successfully used as a ground for relief, unless it would have been excusable if attributable to the client. *Stearns Bank Nat'l Ass'n v. Glenwood Falls, LP*, 373 S.C. 331, 342, 644 S.E.3d 793, 798 (Ct.App. 2007). Here, Gator acknowledges that it was promptly and correctly served with a copy of the Complaint and a Notice of Hearing. The issue arose when Gator's General Counsel failed to timely forward the Complaint to local counsel. The trial court's ruling that Gator's General Counsel's negligence in failing to properly handle the Complaint was not excusable within the meaning of Rule 60(b), SCRCP was proper and within its discretion. Thus, the trial court properly ruled that Gator failed to satisfy the second factor.

As to the third factor, Gator's Motion did not include the assertion of a meritorious defense. Gator, as the party seeking to set aside the judgment "has the burden of presenting evidence proving the facts essential to entitle it to relief." *ITC Commercial Funding, LLC v. Crerar*, 393

S.C. 487, 495, 713 S.E.2d 335, 339 (2011). The trial court found that Gator failed to satisfy this requirement. In its Motion, Gator did not assert any meritorious defense and did not state that its proposed Answer attached as Exhibit 3 to the Motion contained a meritorious defense. However, OWL anticipates that Gator may rely on its proposed Answer to assert a possible meritorious defense. Gator's Answer admits the existence of an agreement between Gator and OWL and that OWL performed the services required under the agreement but disputes the quality of OWL's work. However, Gator failed to provide any evidence to support this alleged meritorious defense. Thus, the trial court properly ruled that Gator failed to satisfy the third factor.

As to the fourth factor, Gator's Motion did not include any position regarding prejudice to OWL. However, it is clear that OWL would be prejudiced by the vacation of its default judgment. OWL complied with the Rules of Civil Procedure at every step of this suit and ultimately, obtained a judgment against Gator for the full amount sought based on the testimony provided at the Hearing. OWL should not be penalized based on Gator's failure to properly train its employees to handle routine litigation. Thus, Gator failed to satisfy the fourth factor.

Accordingly, for the reasons outlined above, assuming arguendo, that Gator's Affidavits constitute a showing of mistake or excusable neglect, the Trial Court properly denied Gator's Motion and should be affirmed.

CONCLUSION

For the reasons outlined above, this Court should affirm the ruling of the Trial Court to uphold OWL's default judgment against Gator for \$7,500.00.

/s/ Lauren P. Williams
 Lauren P. Williams
 Russell P. Patterson, P.A.
 P.O. Drawer 8047

Hilton Head, South Carolina
November 15, 2022

Hilton Head Island, SC 29938
(843) 341-9300
lauren@russellpattersonlaw.com
Attorney for Plaintiff

EXHIBIT 1

Lauren Williams

From: Lauren Williams
Sent: Wednesday, January 5, 2022 5:12 PM
To: lmiller@gatorinv.com
Subject: Ocean Woods Landscaping Co., Inc. - Gator Northridge Partners, LLLP
Attachments: L-Demand Letter 1-5-22.pdf

Ms. Miller,

My firm represents Ocean Woods Landscaping Co., Inc. in connection with the \$11,099.51 owed by Gator Northridge Partners, LLLP. Please find attached a copy of my letter regarding this matter.

I urge you to give this matter your prompt and serious attention.

Thank you,

Lauren P. Williams
Associate Attorney
Russell P. Patterson P. A.
P. O. Box 8047
HHI SC 29938
Ph: 843-341-9300
Fax: 843-341-9301
E-Mail: lauren@russellpattersonlaw.com
Street Address: 19 Shelter Cove Lane, Suite 107 Watersedge @ Shelter Cove, HHI SC 29928

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (I) avoiding penalties under the internal revenue code or (II) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent.

CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies.

ELECTRONICALLY FILED - 2022 Nov 16 8:29 AM - BEAUFORT - COMMON PLEAS - CASE# 2022CP0700864

Russell P. Patterson, P.A.

Serving the Lowcountry for over 35 years

**Physical Address**

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

Mailing Address

P.O. Box 8047
Hilton Head, SC 29928
(843) 341-9300
(843) 341-9301 fax

January 5, 2021

Lisha K. Miller

Senior Vice President

Gator Development Corporation

7850 NW 146th Street, 4th Floor

Miami Lakes, FL 33016

lmiller@gatorinv.com

Via Email

Re: Ocean Woods Landscaping Co., Inc. - Gator Northridge Partners, LLLP

Ms. Miller:

Please be advised that my Firm has been retained by Ocean Woods Landscaping Co., Inc. ("Ocean Woods") in connection with the outstanding monies due totaling \$11,099.51, per the attached invoices.

Please be advised, if said payment is not received by my office within ten (10) days from the date of this letter, our Firm will proceed to enforce the rights of Ocean Woods as allowed by South Carolina law.

I urge you to give this matter your prompt and serious attention.

Sincerely,

RUSSELL P. PATTERSON, P.A.

Lauren P. Williams

cc: Ocean Woods Landscaping Co., Inc.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

F:\Russell\Ocean Woods - Gator\Demand Letter 1-5-22.docx

ELECTRONICALLY FILED - 8:29 AM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

Invoice

Ocean Woods Landscaping
P. O. Box 5824
Hilton Head Island
SC 29938-5824

Date	Invoice #
11/25/2020	11252175

Terms
Due on receipt

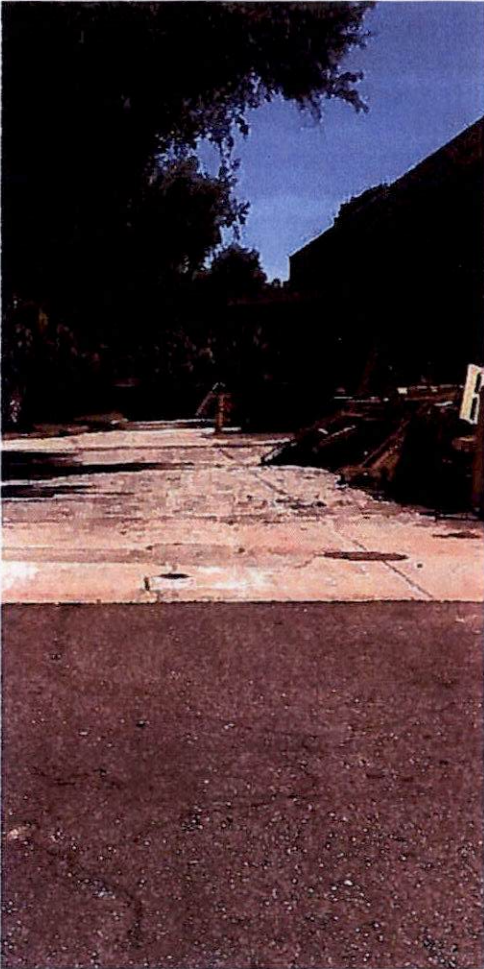
Bill To
Hilton Head Northridge Gator Northridge Partners LLLP 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

Service Address
435 William Hibon Pkwy

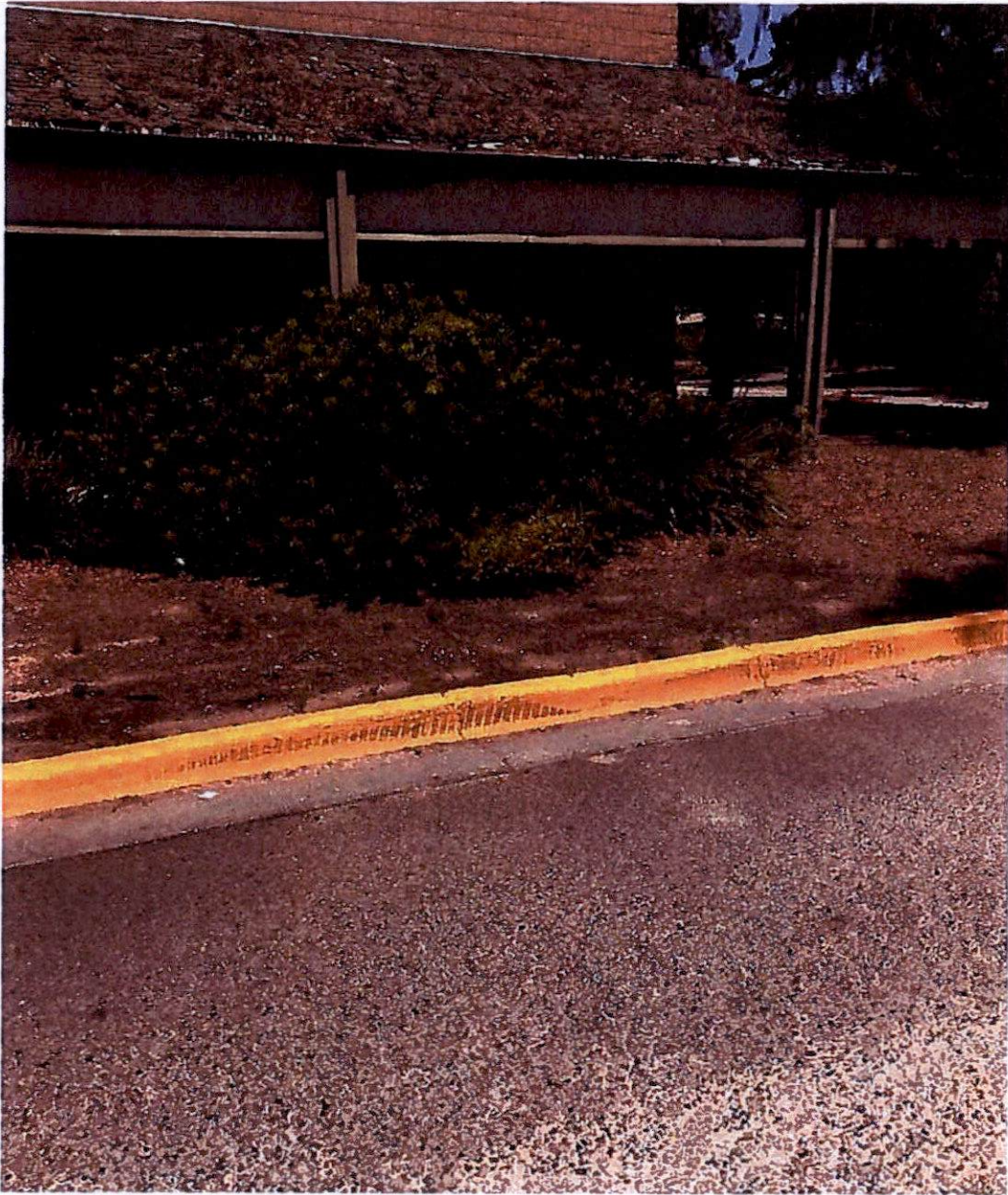
Description	Amount
Monthly Landscape Maintenance	2,730.00
Payments/Credits	\$0.00
We appreciate your prompt payment.	Balance Due \$2,730.00



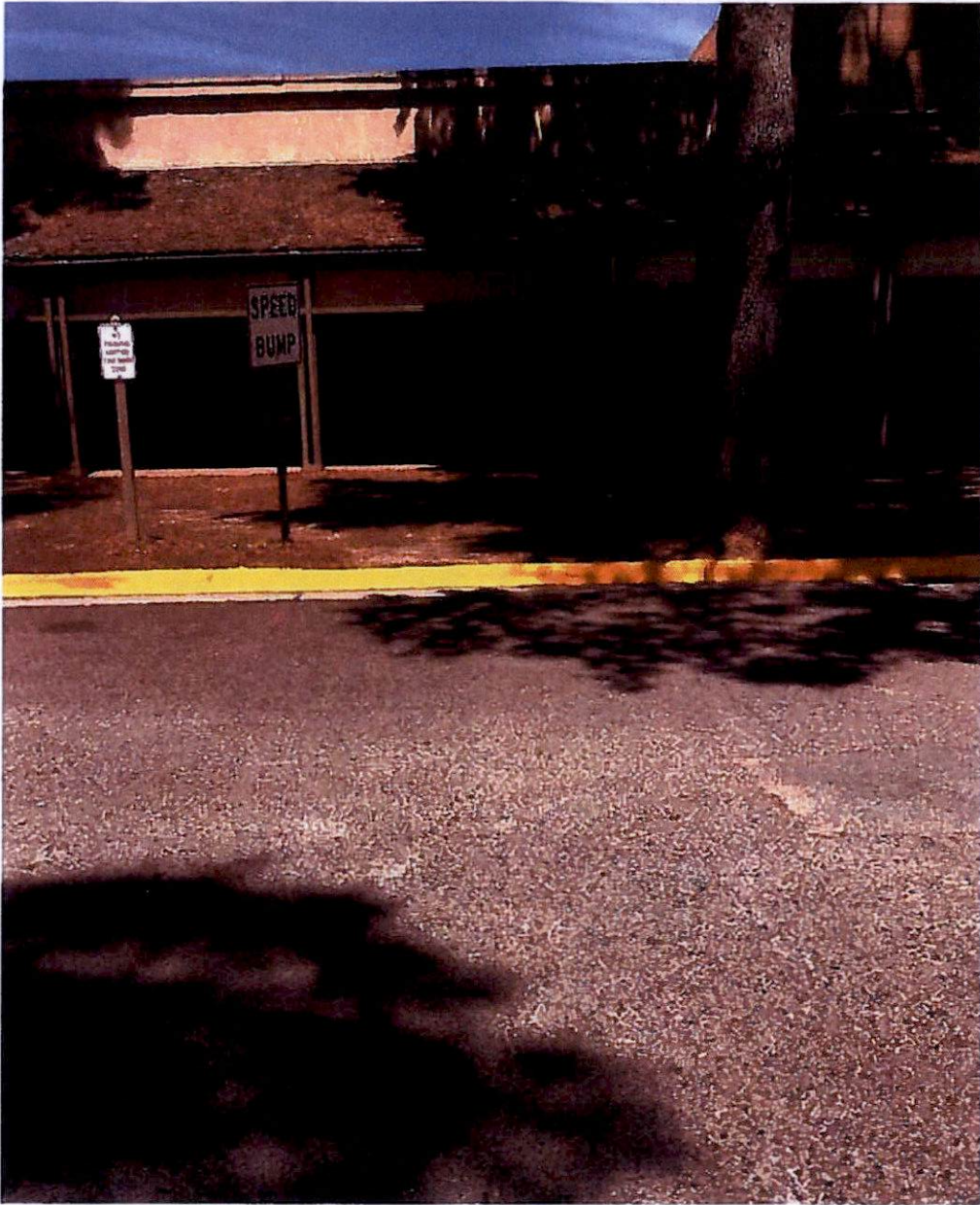














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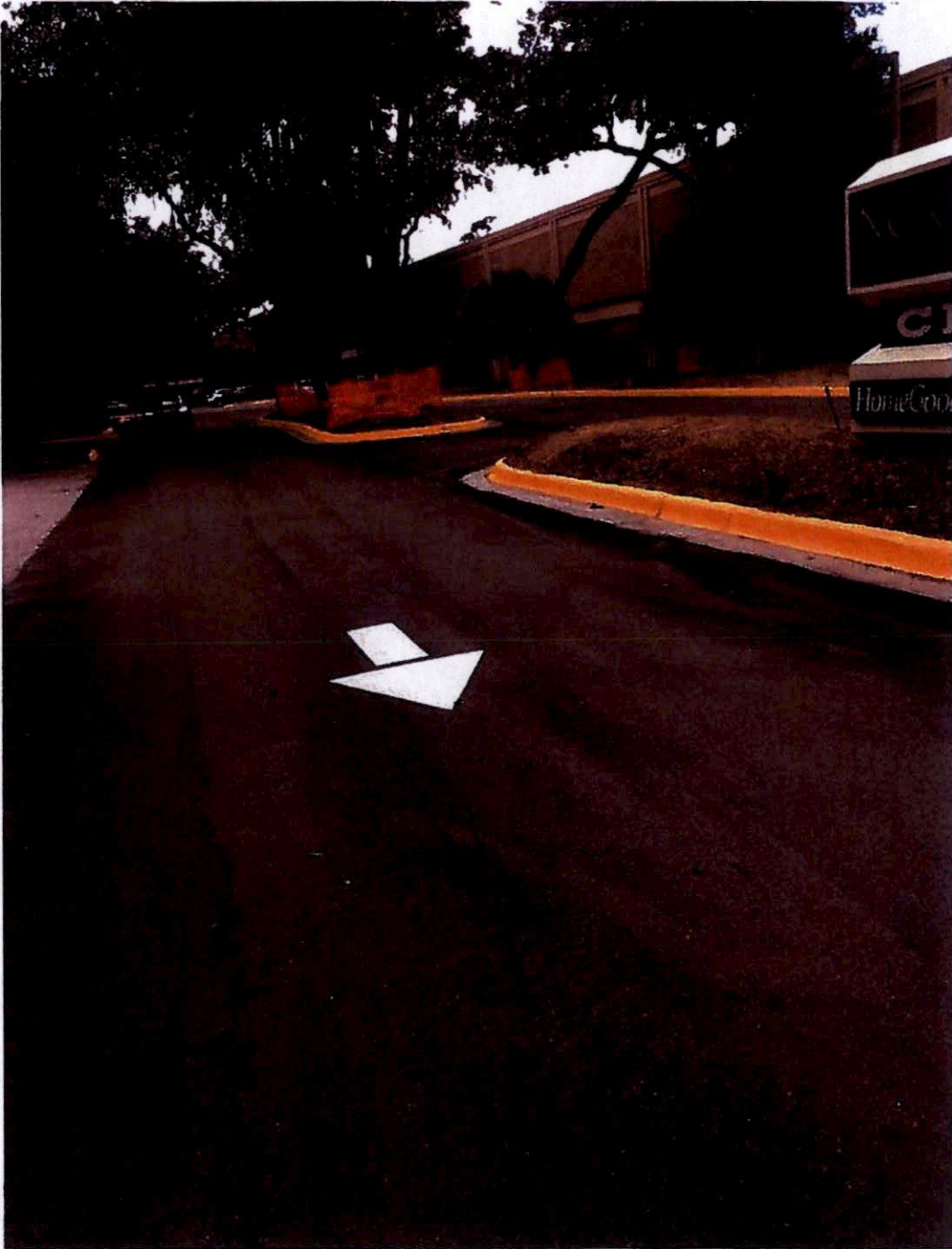
Ocean Woods Landscaping
P. O. Box 5824
Hilton Head Island
SC 29938-5824

Date	Invoice #
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Terms	
Due on receipt	

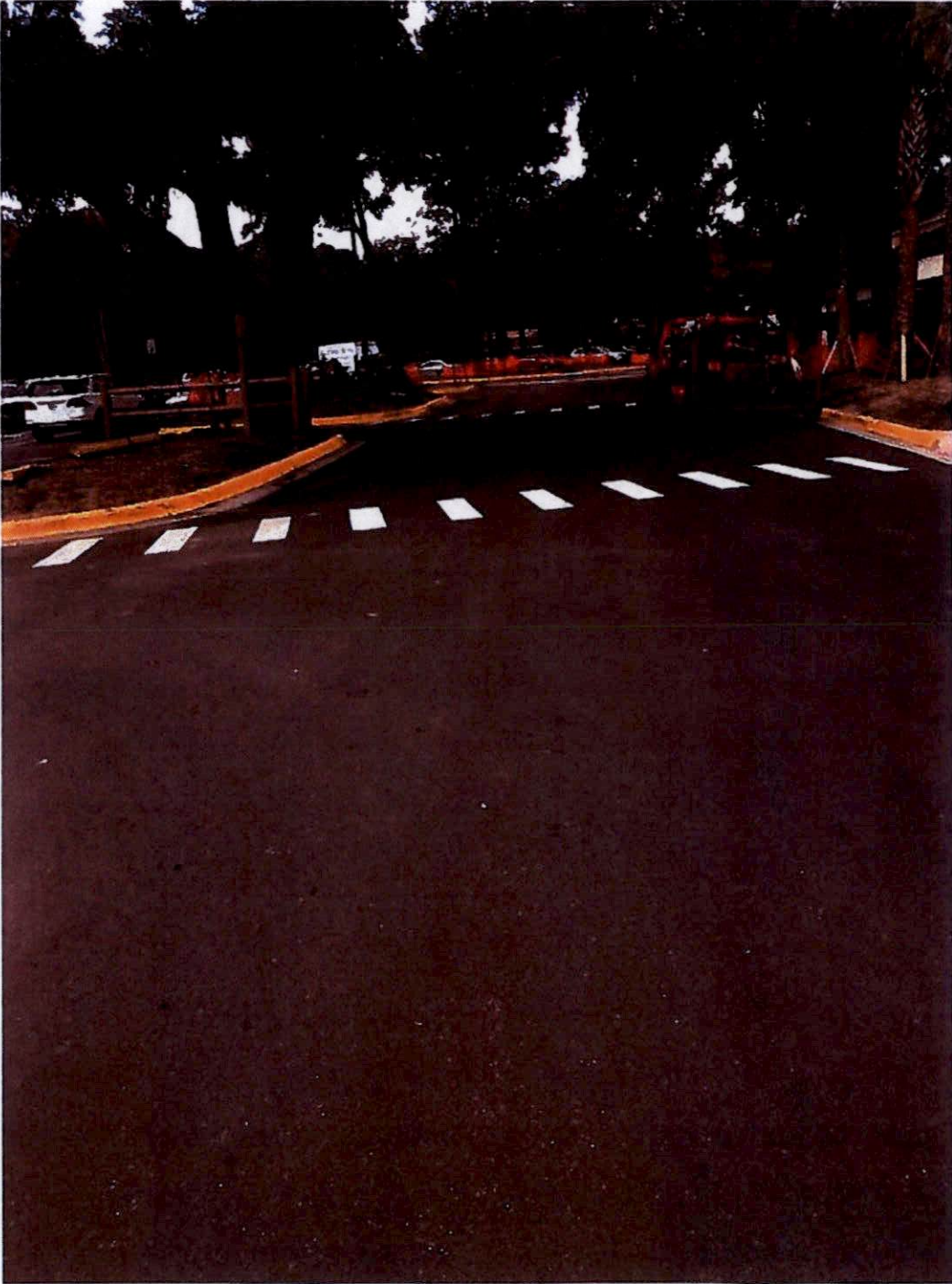
Bill To
Hilton Head Northridge Gator Northridge Partners LLP 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

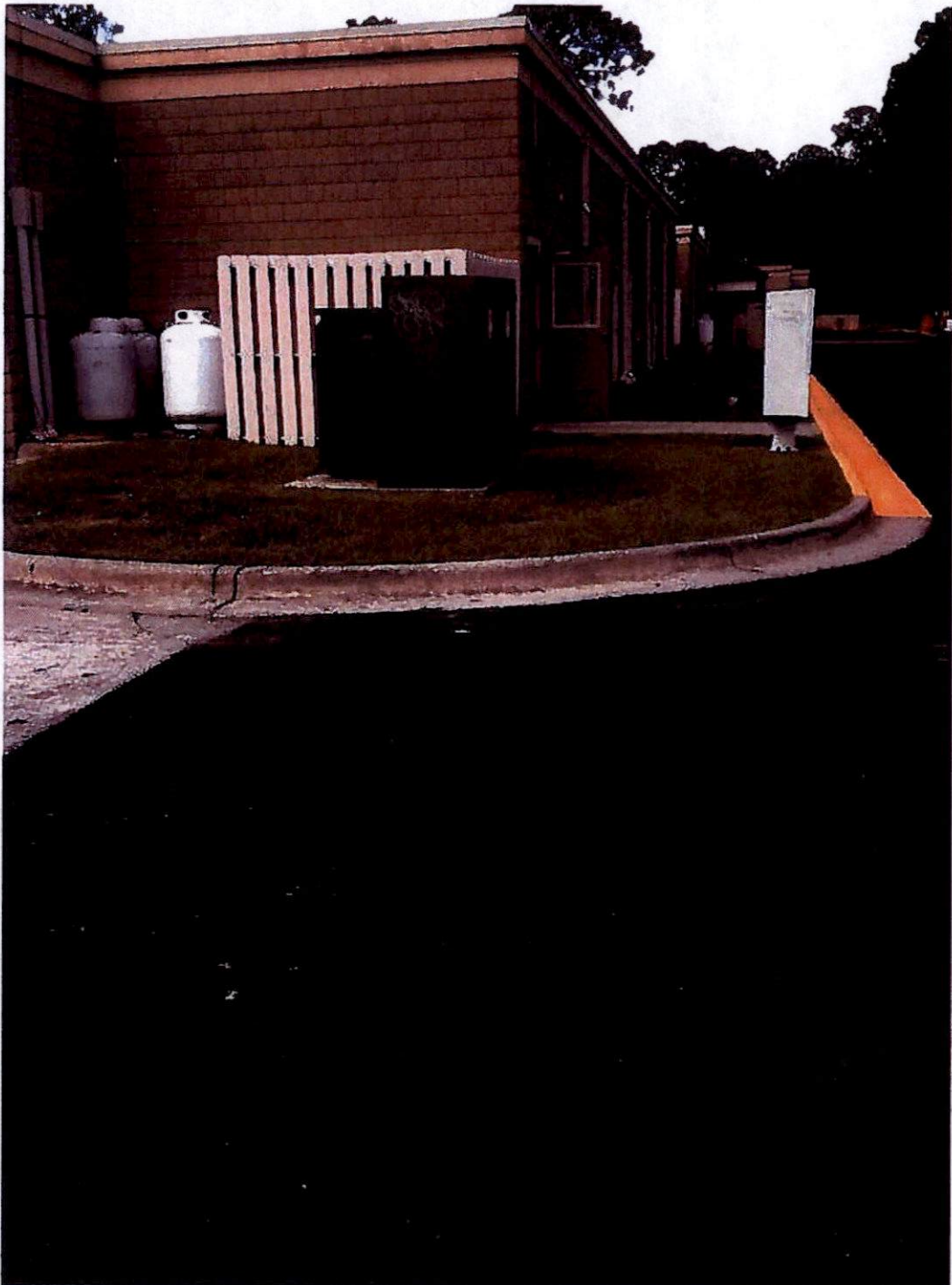
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435 William Hilton Pkwy

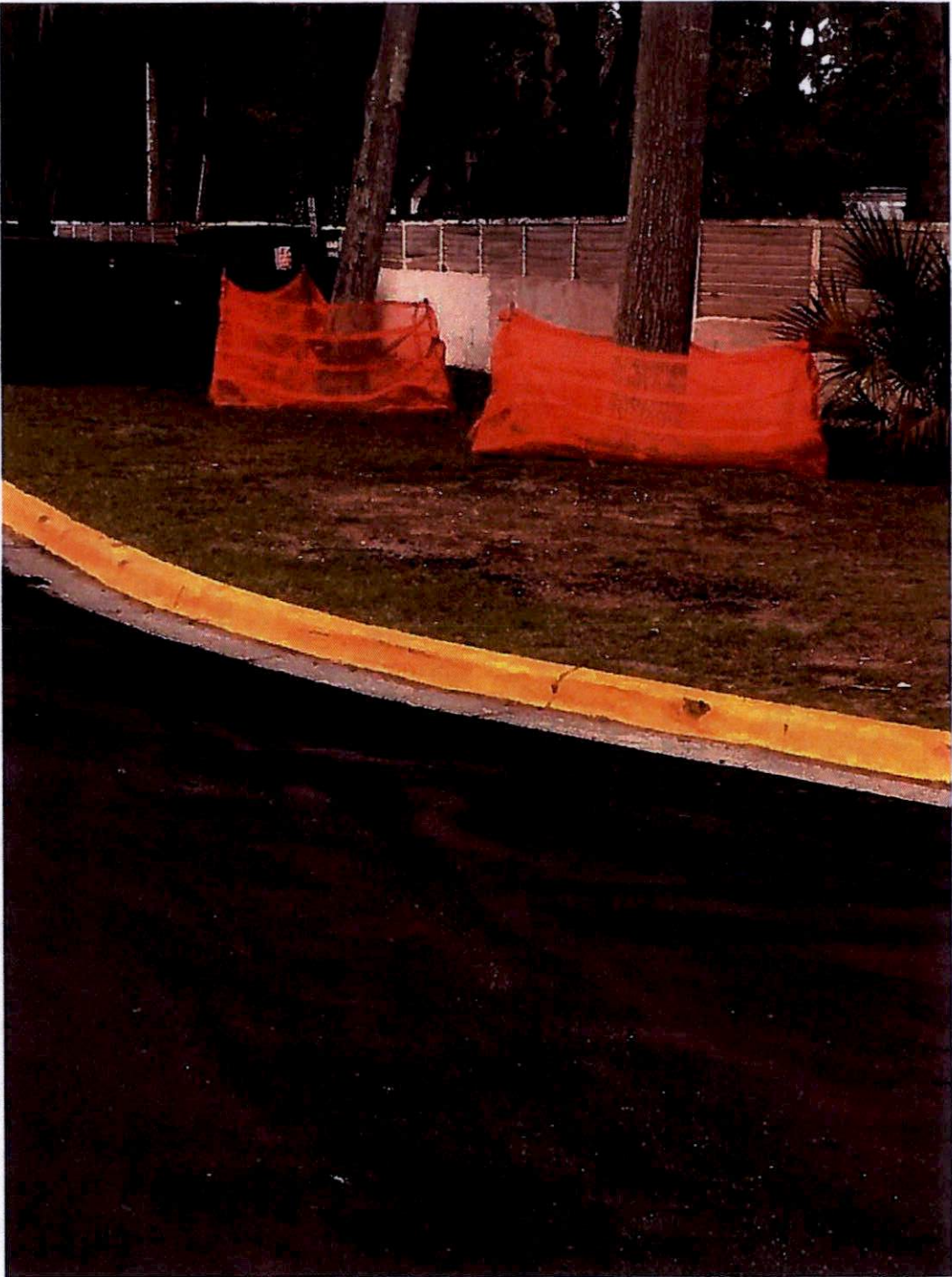
Description	Amount
Monthly Landscape Maintenance - OCTOBER 2021	2,730.00
Payments/Credits	\$0.00
We appreciate your prompt payment.	Balance Due \$2,730.00



















Invoice

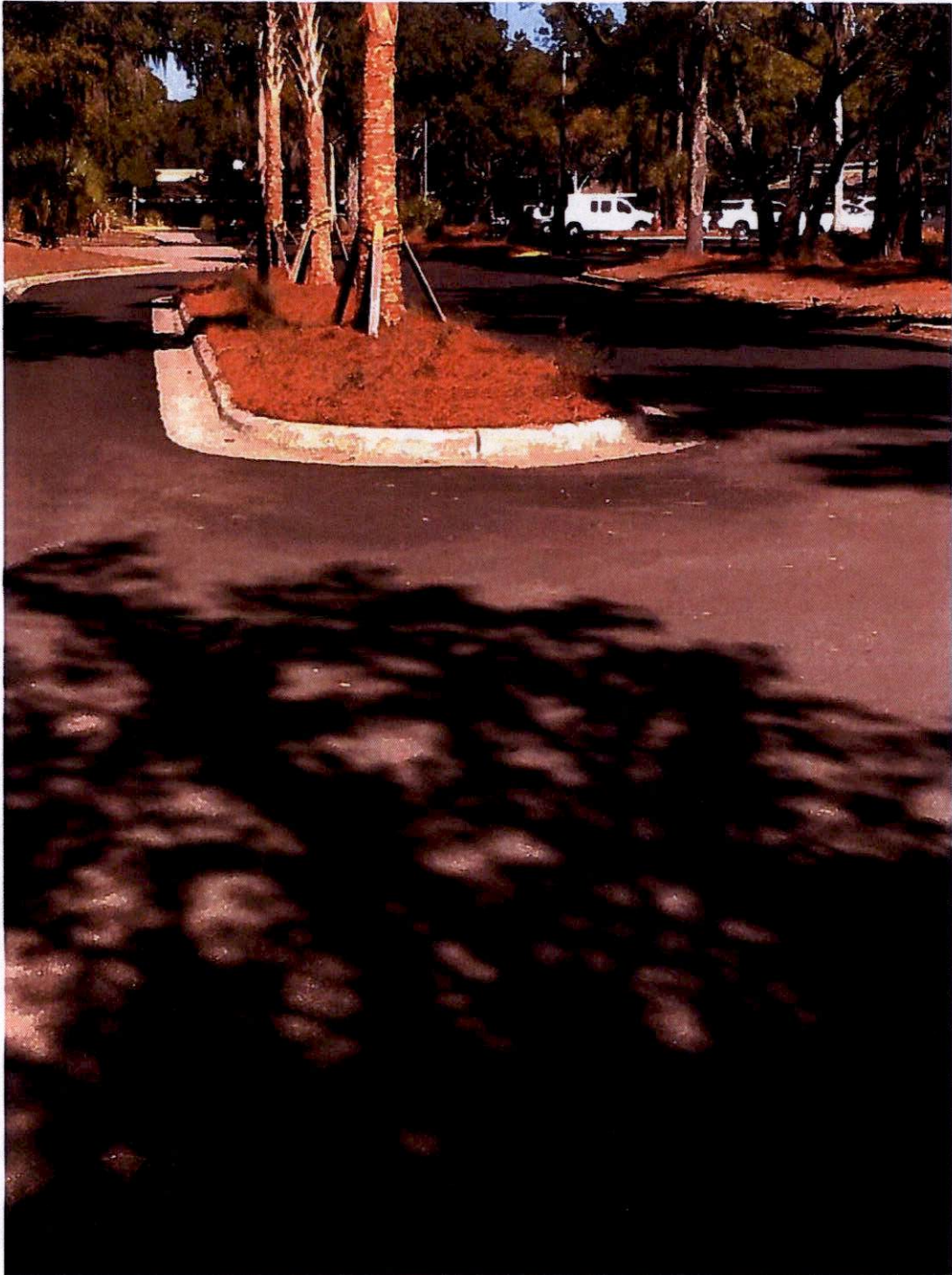
Ocean Woods Landscaping
P. O. Box 5824
Hilton Head Island
SC 29938-5824

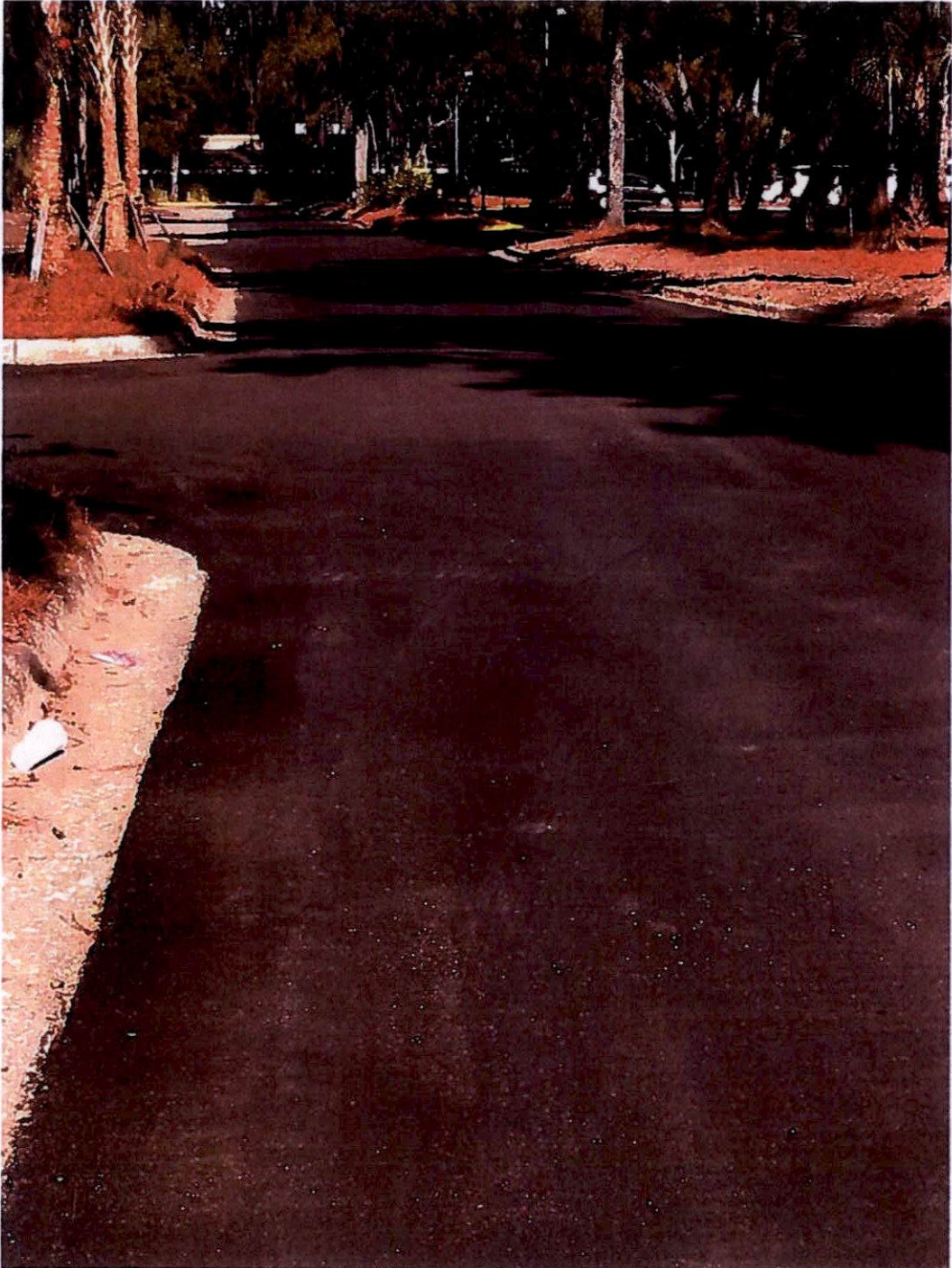
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Terms	
Due on receipt	

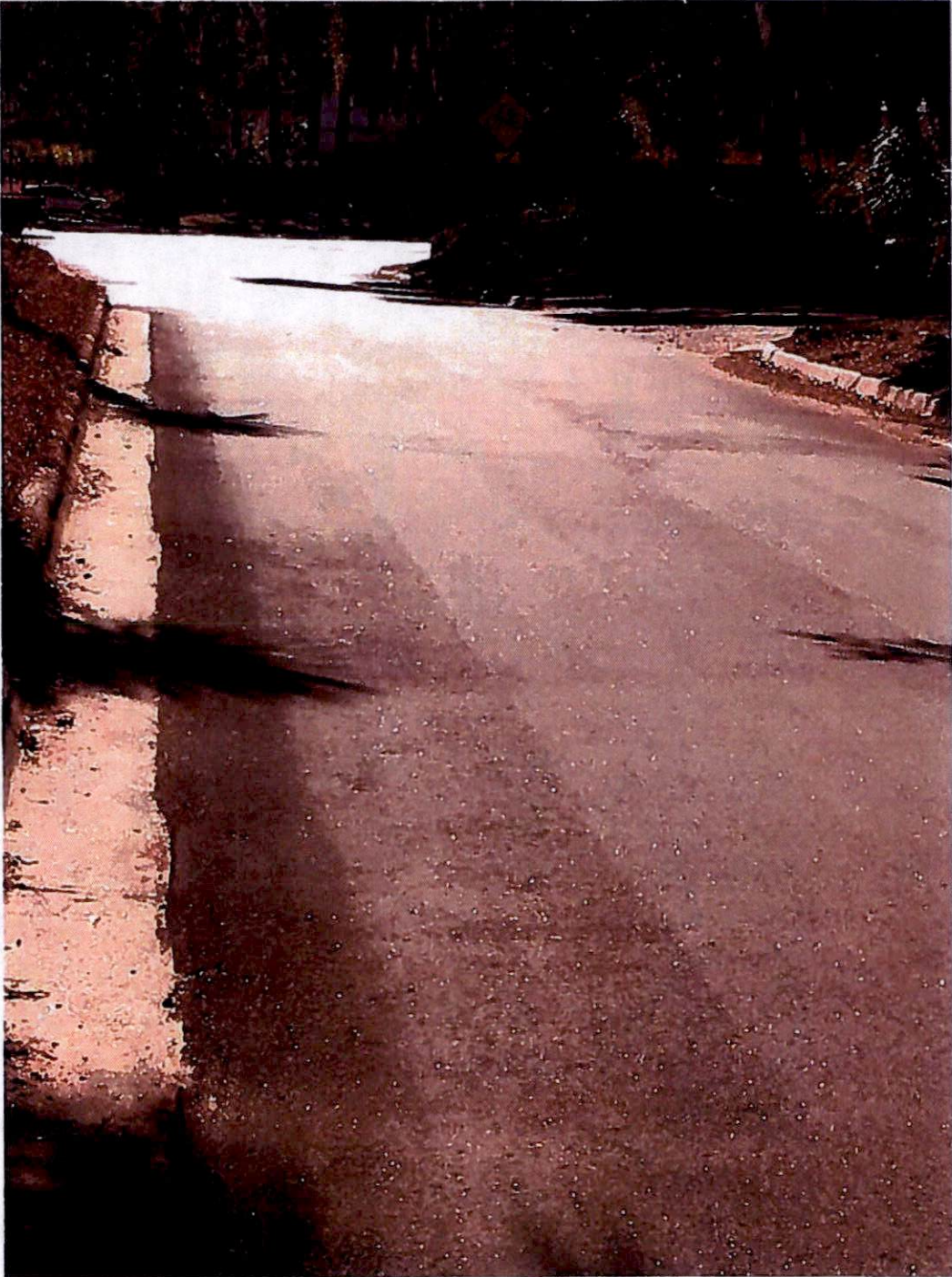
Bill To
Hilton Head Northridge Gator Northridge Partners LLP 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

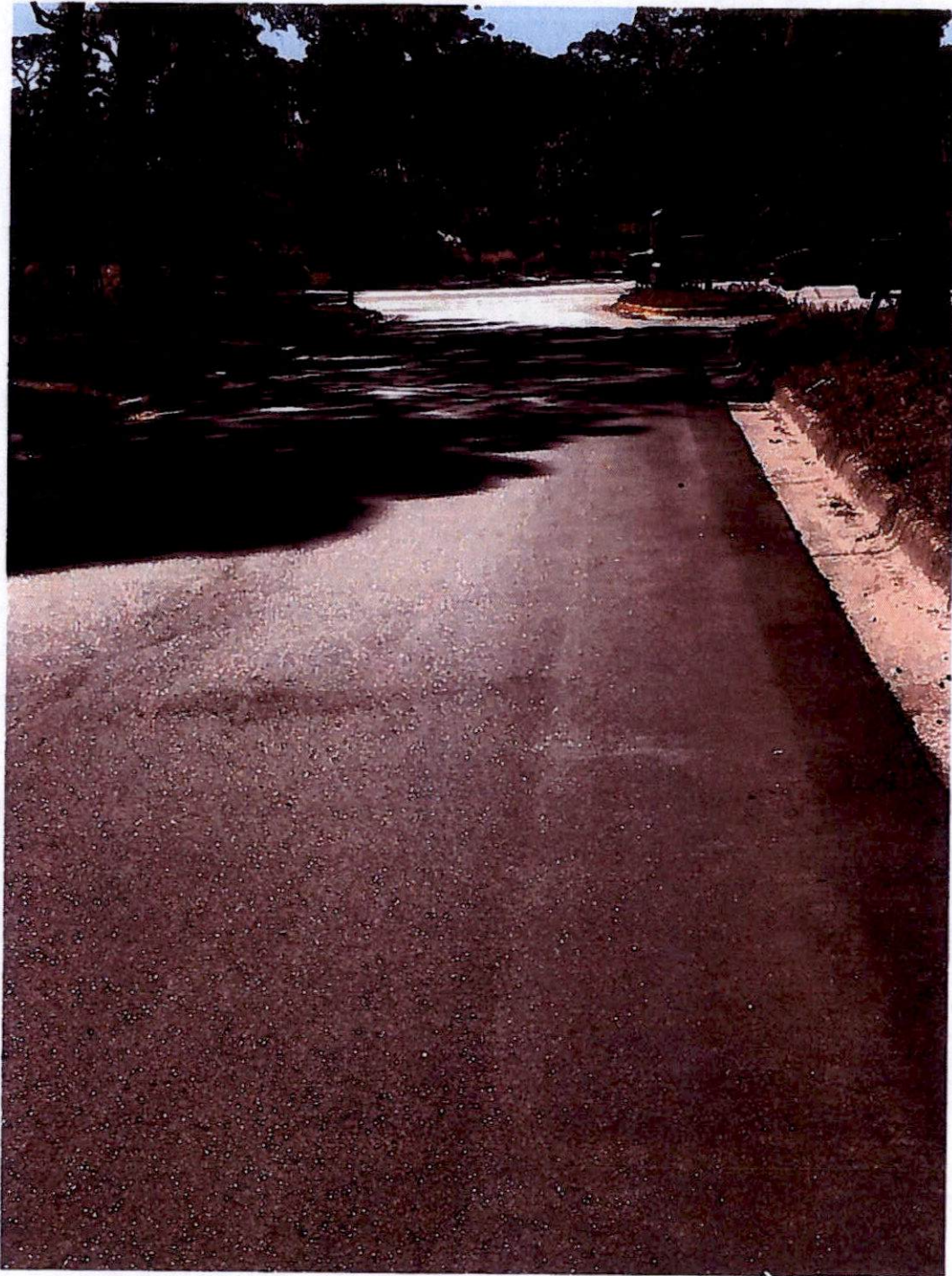
Service Address
435 William Hilton Pkwy

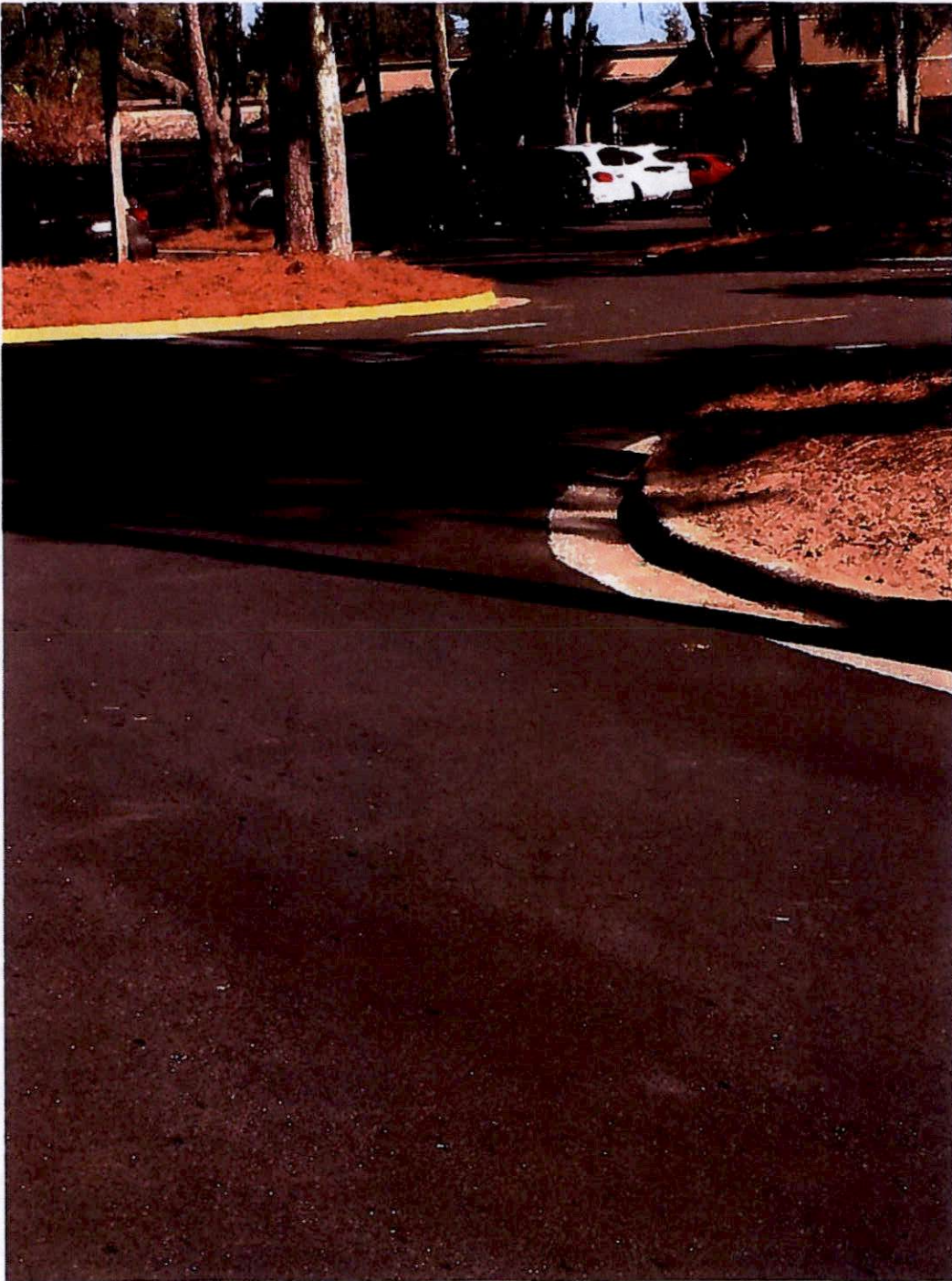
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Payments/Credits	\$0.00
We appreciate your prompt payment.	Balance Due \$2,730.00

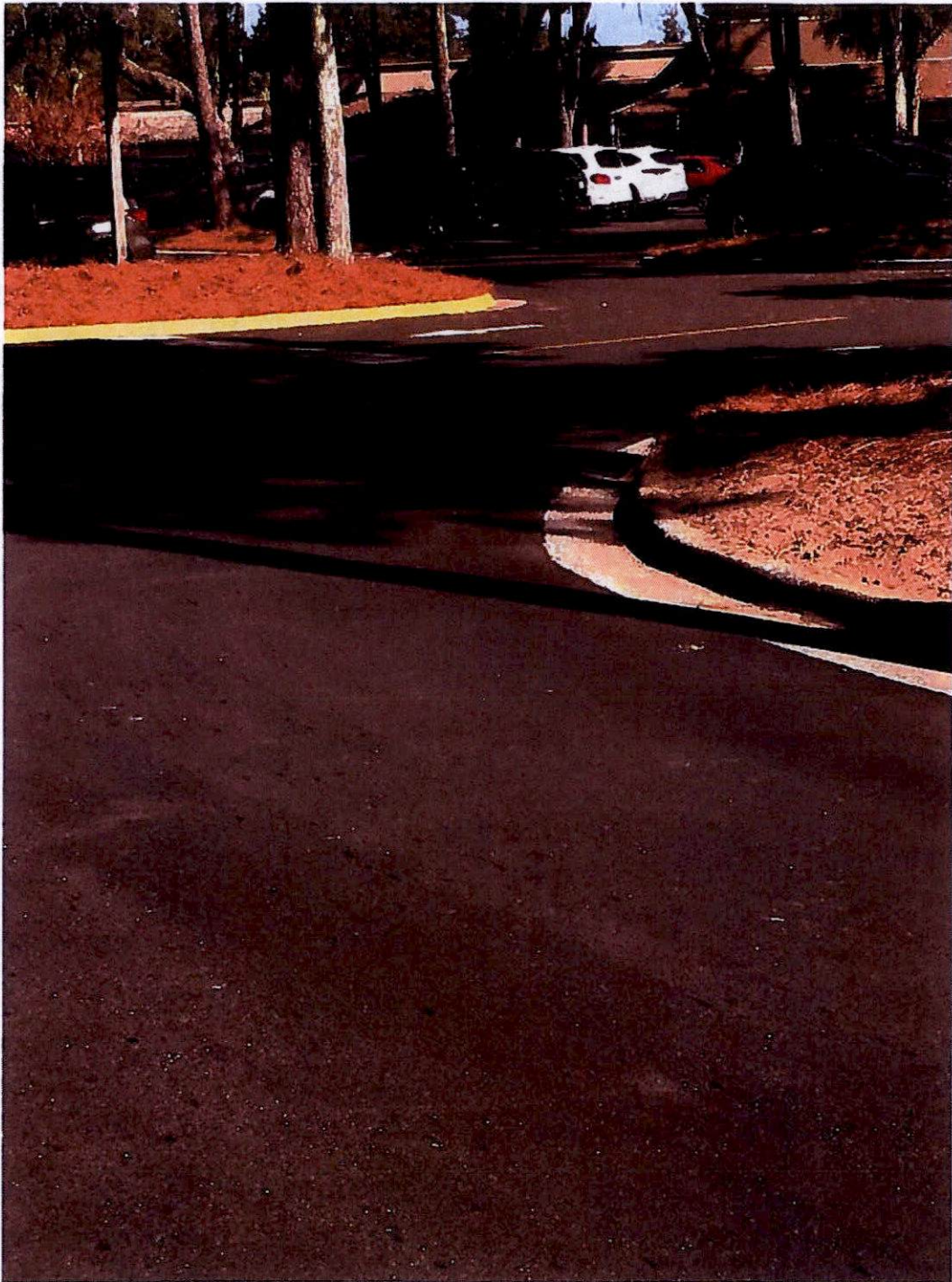








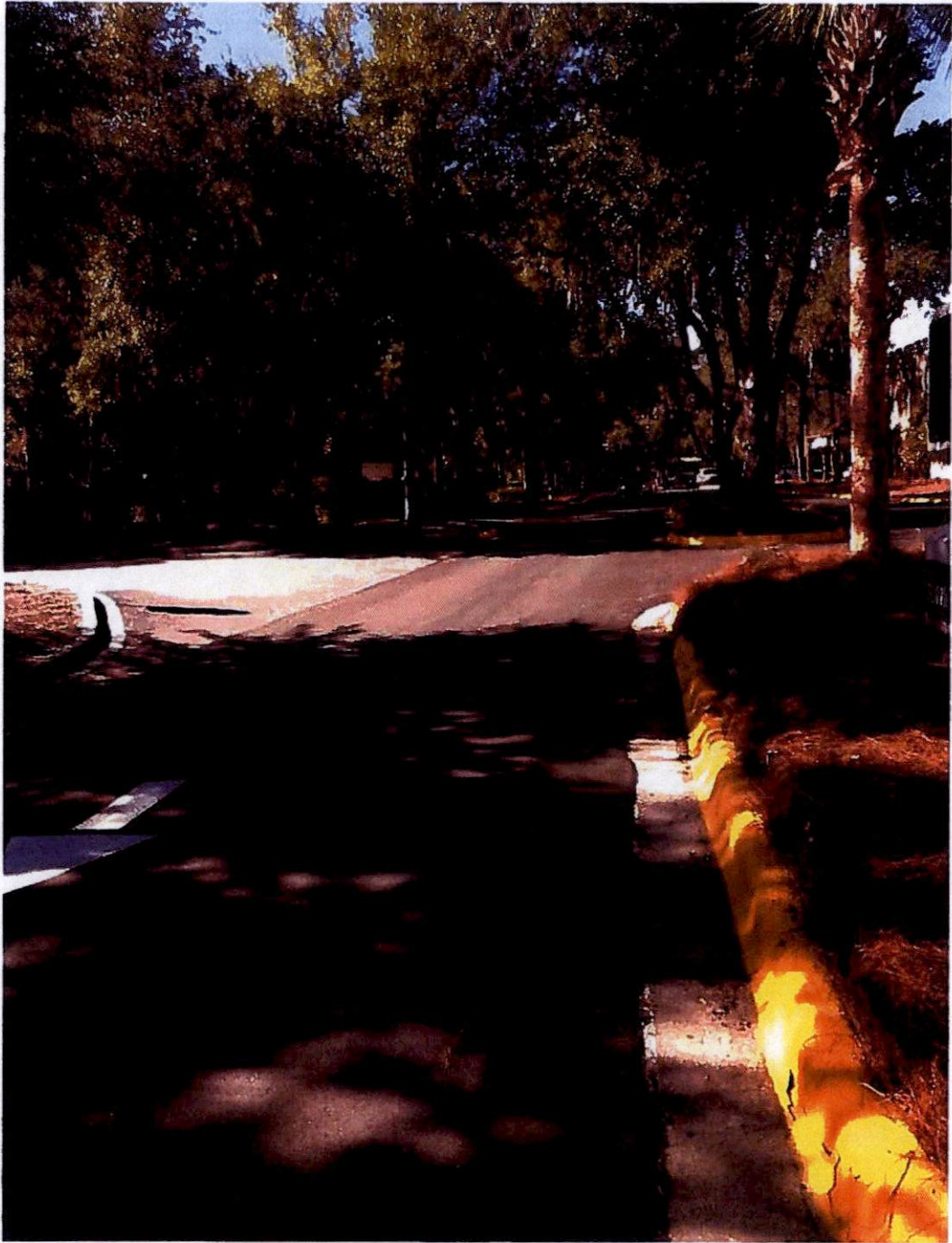














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Date	Invoice #
12/2/2021	22525097
Terms	
Due on receipt	

Bill To
Hilton Head Northridge Gator Northridge Partners LLLP 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

Service Address
435 William Hilton Pkwy

Description	Amount
Termination of Services - 30 day notice received at 3:53 PM on 12/2/2021 Monthly Landscape Maintenance - Services rendered 12/1/2021, 12/2/2021	2,730.00 179.51
Payments/Credits	\$0.00
	Balance Due \$2,909.51

Business Entities Online

File, Search, and Retrieve Documents Electronically

GATOR NORTHRIDGE PARTNERS, LLLP**Corporate Information**

Entity Id: 00735646

Entity Type: Limited Partnership

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: Florida

Important Dates

Effective Date: 12/18/2008

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: CORPORATE CREATIONS NETWORK INC

Address: 6650 RIVERS AVENUE
NORTH CHARLESTON, South Carolina 29406**Official Documents On File**

Filing Type	Filing Date
Amendment	01/25/2016
LP Certificate	12/18/2008

EXHIBIT 3
AFFIDAVIT OF SERVICE

State of South Carolina

County of Beaufort

Magistrate's Court

Ocean Woods Landscaping Co., Inc., et al, Plaintiff(s)

vs.

Case No: 2022CV0710300078

Gator Northridge Partners, LLLP, et al, Defendant(s)

For:

RUSSELL PATTERSON LAW

P.O. Box 8047

Hilton Head Island, SC 29938

To be served on: Gator Northridge Partners, LLP

Travis Bowers, undersigned, being duly sworn, deposes and says:
that on February 21, 2022 at 4:43 pm at 6650 Rivers Ave, North Charleston, SC
the undersigned served the documents described as:

Summons and Complaint

Answer; Exhibits 1 & 2

A true and correct copy of the aforesaid document(s) was served on:

Gator Northridge Partners, LLP

By delivering them into the hands of an officer or managing agent whose name and title is

Amy Overcash, Authorized Agent

The person receiving documents is described as follows:

Sex F ; Race White ; Hair Color Blonde ; Facial Hair
Approx. Age 55 ; Approx. Height 5'05" ; Approx. Weight

☒ To the best of my knowledge and belief, said defendant was not engaged in the US Military at ti

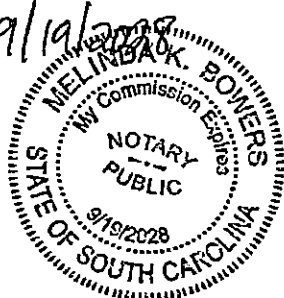
Subscribed and sworn to before me this

24th day of February, 2022

Melinda K. Bowers

NOTARY PUBLIC

My Commission Expires: 9/19/2028



I certify that I am over the age of 18

Undersigned declares under penalty of perjury

Travis Bowers

Travis Bowers

Process Server
Southern Pride Process, LLC
(803) 386-8559
PO Box 7125
Columbia, SC 29202-7125

SPP File: 131421-1

Client File: _____

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 MAR 22 AM 8:08

Agent?
Sof?

ELECTRONICALLY FILED - 2022 Mar 30 8:29 AM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

EXHIBIT 4

Russell P. Patterson, P.A.

Serving the Lowcountry for over 35 years



Physical Address

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

Mailing Address

P.O. Box 8047
Hilton Head, SC 29928
(843) 341-9300
(843) 341-9301 fax

March 28, 2022

Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

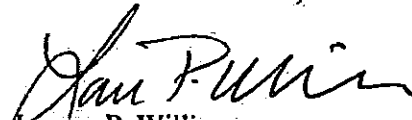
Re: Ocean Woods Landscaping Co., Inc. v. Gator Northridge Partners, LLLP
Case No.: 2022CV0710300078

Dear Clerk of Court:

Enclosed please find one original and one copy of the Affidavit of Default and Motion for Default Judgment for filing in the above-referenced matter. Please return the filed stamped copy in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me with any questions.

Sincerely,
RUSSELL P. PATTERSON, P.A.


Lauren P. Williams

Enclosures

cc: Ocean Woods Landscaping Co. – e-mail

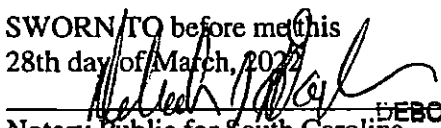
STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE'S COURT
	)	
COUNTY OF BEAUFORT	)	CIVIL CASE NO. 2022CV0710300078
	)	
OCEAN WOODS LANDSCAPING	)	
CO. INC.,	)	
P.O. Box 5824	)	
Hilton Head Island, SC 29928	)	
	)	
Plaintiff,	)	
	)	
v.	)	AFFIDAVIT OF DEFAULT
	)	
Gator Northridge Partners, LLLP	)	
7850 NW 146th Street	)	
Columbia, SC 29201	)	
	)	
Defendant.	)	

PERSONALLY APPEARED before me, LAUREN P. WILLIAMS, of the Law Firm of Russell P. Patterson, P.A., who, upon being duly sworn, states that she is the attorney for the Plaintiff above-named and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant **Gator Northridge Partners, LLLP**, and that no Answer, Demurrer or Notice of Appearance has been served by said parties as required under the SCRCF; and that said Defendant is not a member of the military service and said Defendant is in default.

RUSSELL P. PATTERSON, P.A.


 Lauren P. Williams
 P.O. Drawer 8047
 Hilton Head Island, SC 29938
 (843) 341-9300
 Attorney for Plaintiff

SWORN TO before me this
 28th day of March, 2022


 DEBORAH J. TAYLOR
 Notary Public for South Carolina
 My Commission Expires: 10/24/2027

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
P.O. Box 5824)
Hilton Head Island, SC 29928)
Plaintiff,)
v.)
Gator Northridge Partners, LLLP)
7850 NW 146th Street)
Columbia, SC 29201)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

MOTION FOR DEFAULT JUDGMENT

TO: DEFENDANT GATOR NORTHRIDGE PARTNERS, LLLP

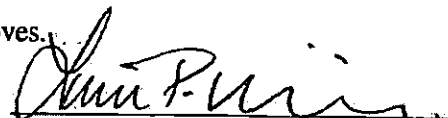
You will please take notice that Plaintiff, Ocean Woods Landscaping Co., Inc., by and through its undersigned counsel, pursuant to Rule 11, SCRMC, hereby moves for a Default Judgment in this matter on the following grounds:

1. That the Summons and Complaint were properly filed and served upon Defendant, Gator Northridge Partners, LLLP, on February 21, 2022, as reflected in the Affidavit of Service on filed with the Court.

2. That the Complaint sought damages in the specific, liquidated amount of \$7,500.

3. That the total amount of the judgment that Plaintiff seeks is thus \$7,500.

Plaintiff Ocean Woods Landscaping Co. Inc. so moves.


Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300

Hilton Head, South Carolina
March 28, 2022

lauren@russellpattersonlaw.com
Attorney for Plaintiff

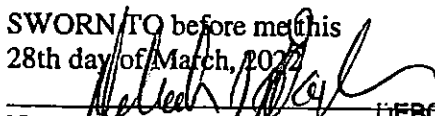
STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE'S COURT
COUNTY OF BEAUFORT	)	CIVIL CASE NO. 2022CV0710300078
OCEAN WOODS LANDSCAPING	)	
CO. INC.,	)	
P.O. Box 5824	)	
Hilton Head Island, SC 29928	)	
Plaintiff,	)	
v.	)	AFFIDAVIT OF DEFAULT
Gator Northridge Partners, LLLP	)	
7850 NW 146th Street	)	
Columbia, SC 29201	)	
Defendant.	)	

PERSONALLY APPEARED before me, LAUREN P. WILLIAMS, of the Law Firm of Russell P. Patterson, P.A., who, upon being duly sworn, states that she is the attorney for the Plaintiff above-named and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant **Gator Northridge Partners, LLLP**, and that no Answer, Demurrer or Notice of Appearance has been served by said parties as required under the SCRCP; and that said Defendant is not a member of the military service and said Defendant is in default.

RUSSELL P. PATTERSON, P.A.


 Lauren P. Williams
 P.O. Drawer 8047
 Hilton Head Island, SC 29938
 (843) 341-9300
 Attorney for Plaintiff

SWORN TO before me this
 28th day of March, 2022


 DEBORAH J. TAYLOR
 Notary Public, State of South Carolina
 My Commission Expires: 10/24/2027

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
P.O. Box 5824)
Hilton Head Island, SC 29928)
Plaintiff,)
v.)
Gator Northridge Partners, LLLP)
7850 NW 146th Street)
Columbia, SC 29201)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

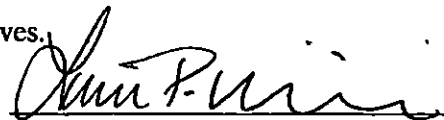
MOTION FOR DEFAULT JUDGMENT

TO: DEFENDANT GATOR NORTHRIDGE PARTNERS, LLLP

You will please take notice that Plaintiff, Ocean Woods Landscaping Co., Inc., by and through its undersigned counsel, pursuant to Rule 11, SCRMC, hereby moves for a Default Judgment in this matter on the following grounds:

1. That the Summons and Complaint were properly filed and served upon Defendant, Gator Northridge Partners, LLLP, on February 21, 2022, as reflected in the Affidavit of Service on filed with the Court.
2. That the Complaint sought damages in the specific, liquidated amount of \$7,500.
3. That the total amount of the judgment that Plaintiff seeks is thus \$7,500.

Plaintiff Ocean Woods Landscaping Co. Inc. so moves.



Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300

Hilton Head, South Carolina
March 28, 2022

lauren@russellpattersonlaw.com
Attorney for Plaintiff

EXHIBIT 5

Lauren Williams

From: Lauren Williams
Sent: Monday, March 28, 2022 4:03 PM
To: 'lmiller@gatorinv.com'
Subject: RE: Ocean Woods Landscaping Co., Inc. - Gator Northridge Partners, LLLP
Attachments: L - Bluffton Magistrate - Affidavit Default and Motion for Default Judgment 3-28-22.pdf

Ms. Miller,

Please find attached a copy of my letter to the Court in the above referenced matter.

Thank you,

Lauren P. Williams
Associate Attorney
Russell P. Patterson P. A.
P. O. Box 8047
HHI SC 29938
Ph: 843-341-9300
Fax: 843-341-9301
E-Mail: lauren@russellpattersonlaw.com
Street Address: 19 Shelter Cove Lane, Suite 107 Watersedge @ Shelter Cove, HHI SC 29928

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From: Lauren Williams
Sent: Wednesday, January 5, 2022 5:12 PM
To: lmiller@gatorinv.com
Subject: Ocean Woods Landscaping Co., Inc. - Gator Northridge Partners, LLLP

Ms. Miller,

My firm represents Ocean Woods Landscaping Co., Inc. in connection with the \$11,099.51 owed by Gator Northridge Partners, LLLP. Please find attached a copy of my letter regarding this matter.

I urge you to give this matter your prompt and serious attention.

Thank you,

Lauren P. Williams
Associate Attorney
Russell P. Patterson P. A.

P. O. Box 8047
HHI SC 29938
Ph: 843-341-9300
Fax: 843-341-9301
E-Mail: lauren@russellpattersonlaw.com
Street Address: 19 Shelter Cove Lane, Suite 107 Watersedge @ Shelter Cove, HHI SC 29928

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ELECTRONICALLY FILED - 2022 Nov 16 8:29 AM - BEAUFORT - COMMON PLEAS - CASE#2022CP0700864

Russell P. Patterson, P.A.

Serving the Lowcountry for over 35 years

**Physical Address**

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

Mailing Address

P.O. Box 8047
Hilton Head, SC 29928
(843) 341-9800
(843) 341-9301 fax

March 28, 2022

Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

Re: Ocean Woods Landscaping Co., Inc. v. Gator Northridge Partners, LLLP
Case No.: 2022CV0710300078.

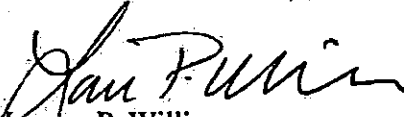
Dear Clerk of Court:

Enclosed please find one original and one copy of the Affidavit of Default and Motion for Default Judgment for filing in the above-referenced matter. Please return the filed stamped copy in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me with any questions.

Sincerely,

RUSSELL P. PATTERSON, P.A.


Lauren P. Williams

Enclosures

cc: Ocean Woods Landscaping Co. – e-mail

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2022CV0710300078

AFFIDAVIT OF DEFAULT

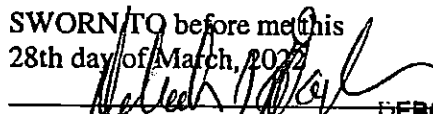
PERSONALLY APPEARED before me, LAUREN P. WILLIAMS, of the Law Firm of Russell P. Patterson, P.A., who, upon being duly sworn, states that she is the attorney for the Plaintiff above-named and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant **Gator Northridge Partners, LLLP**, and that no Answer, Demurrer or Notice of Appearance has been served by said parties as required under the SCRCF; and that said Defendant is not a member of the military service and said Defendant is in default.

RUSSELL P. PATTERSON, P.A.



Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
Attorney for Plaintiff

SWORN TO before me this
28th day of March, 2022


Notary Public for South Carolina
My Commission Expires: 10/24/2027

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
P.O. Box 5824)
Hilton Head Island, SC 29928)
Plaintiff,)
v.)
Gator Northridge Partners, LLLP)
7850 NW 146th Street)
Columbia, SC 29201)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

MOTION FOR DEFAULT JUDGMENT

TO: DEFENDANT GATOR NORTHRIDGE PARTNERS, LLLP

You will please take notice that Plaintiff, Ocean Woods Landscaping Co., Inc., by and through its undersigned counsel, pursuant to Rule 11, SCRMC, hereby moves for a Default Judgment in this matter on the following grounds:

1. That the Summons and Complaint were properly filed and served upon Defendant, Gator Northridge Partners, LLLP, on February 21, 2022, as reflected in the Affidavit of Service on filed with the Court.

2. That the Complaint sought damages in the specific, liquidated amount of \$7,500.

3. That the total amount of the judgment that Plaintiff seeks is thus \$7,500.

Plaintiff Ocean Woods Landscaping Co. Inc. so moves.



Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300

Hilton Head, South Carolina
March 28, 2022

lauren@russellpattersonlaw.com
Attorney for Plaintiff

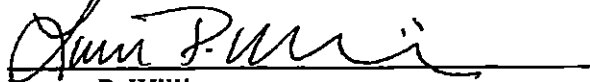
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
P.O. Box 5824)
Hilton Head Island, SC 29928)
Plaintiff,)
v.)
Gator Northridge Partners, LLLP)
7850 NW 146th Street)
Columbia, SC 29201)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

AFFIDAVIT OF DEFAULT

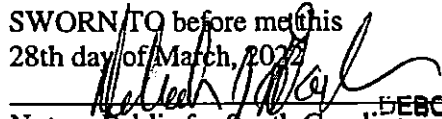
PERSONALLY APPEARED before me, LAUREN P. WILLIAMS, of the Law Firm of Russell P. Patterson, P.A., who, upon being duly sworn, states that she is the attorney for the Plaintiff above-named and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant **Gator Northridge Partners, LLLP**, and that no Answer, Demurrer or Notice of Appearance has been served by said parties as required under the SCRCF; and that said Defendant is not a member of the military service and said Defendant is in default.

RUSSELL P. PATTERSON, P.A.



Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
Attorney for Plaintiff

SWORN TO before me this
28th day of March, 2022


DEBORAH J. TAYLOR
Notary Public for South Carolina
My Commission Expires: 10/24/2027

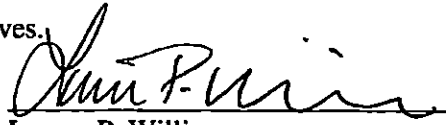
STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE'S COURT
	)	
COUNTY OF BEAUFORT	)	CIVIL CASE NO. 2022CV0710300078
	)	
OCEAN WOODS LANDSCAPING	)	
CO. INC.,	)	
P.O. Box 5824	)	
Hilton Head Island, SC 29928	)	
	)	
Plaintiff,	)	
	)	
v.	)	MOTION FOR DEFAULT JUDGMENT
	)	
Gator Northridge Partners, LLLP	)	
7850 NW 146th Street	)	
Columbia, SC 29201	)	
	)	
Defendant.	)	
	)	

TO: DEFENDANT GATOR NORTHRIDGE PARTNERS, LLLP

You will please take notice that Plaintiff, Ocean Woods Landscaping Co., Inc., by and through its undersigned counsel, pursuant to Rule 11, SCRMC, hereby moves for a Default Judgment in this matter on the following grounds:

1. That the Summons and Complaint were properly filed and served upon Defendant, Gator Northridge Partners, LLLP, on February 21, 2022, as reflected in the Affidavit of Service on filed with the Court.
2. That the Complaint sought damages in the specific, liquidated amount of \$7,500.
3. That the total amount of the judgment that Plaintiff seeks is thus \$7,500.

Plaintiff Ocean Woods Landscaping Co. Inc. so moves.


 Lauren P. Williams
 Russell P. Patterson, P.A.
 P.O. Drawer 8047
 Hilton Head Island, SC 29938
 (843) 341-9300

Hilton Head, South Carolina
March 28, 2022

lauren@russellpattersonlaw.com
Attorney for Plaintiff

EXHIBIT 6

Russell P. Patterson, P.A.

Serving the Lowcountry for over 35 years



Physical Address

19 Shelter Cove Ln., Ste. 107
Hilton Head, SC 29928

Russell P. Patterson

russell@russellpattersonlaw.com

Lauren P. Williams

lauren@russellpattersonlaw.com

Mailing Address

P.O. Box 801
Hilton Head, SC 29928
(843) 341-9300
(843) 341-9301 fax

April 20, 2022

Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910

Re: Ocean Woods Landscaping Co., Inc. v. Gator Northridge Partners, LLLP
Case No.: 2022CV0710300078

Dear Clerk of Court:

Enclosed please find one original and one copy of the Affidavit of Joseph P. Short and Certificate of Service for filing in the above-referenced matter. Please return the filed stamped copy in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me with any questions.

Sincerely,
RUSSELL P. PATTERSON, P.A.


Lauren P. Williams

Enclosures

cc: Ocean Woods Landscaping Co. – e-mail
Gator Northridge Partners, LLLP

ELECTRONICALLY FILED
2022 APR 26 PM 8:29
RECEIVED
BEAUFORT MAGISTRATE COURT
2022 APR 26 PM 8:29
FILED
MAR 38 @ 29 PM - BEAUFORT - COMMON PLEAS - CASE#2022CPO700864

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
c/o Lauren P. Williams, Esq.
Russell P. Patterson, P.A.
P.O. Box 8047
Hilton Head, SC 29938

Plaintiff,

v.

Gator Northridge Partners, LLLP
6650 Rivers Ave.
North Charleston, SC 29406

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2022CV0710300078

RECEIVED
BEAUFORT MAGISTRATE COURT
8/2022 APR 26 AM 8:36

AFFIDAVIT OF

Joseph P. Short

PERSONALLY appeared before me, Joseph P Short, Jr. who being duly sworn deposes and says:

1. That I am an adult and competent to make this affidavit.
2. That I am a representative of Ocean Woods Landscaping Co. Inc. and am one of the persons charged with the responsibility of keeping the records of Plaintiff, including Defendant Gator Northridge Partners, LLP's account.
3. That the total amount due on Defendant's account is \$8,369.51 pursuant to the invoices attached hereto as Exhibit 1.
4. That Plaintiff understands and acknowledges that the jurisdictional limit of the Magistrate Court is \$7,500 and is thus willing to reduce the total amount owed by Defendant to \$7,500 for the purpose of this proceeding.

FURTHER SAYETH AFFIANT NAUGHT.

SWORN TO before me this

20th day of April, 2022

Deborah J. Taylor

Notary Public for South Carolina

My Commission Expires: 10/24/2027

DEBORAH J. TAYLOR

Notary Public, State of South Carolina

My Commission Expires 10/24/2027

SCANNED
APR 26 2022

BY: [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
c/o Lauren P. Williams, Esq.)
Russell P. Patterson, P.A.)
P.O. Box 8047)
Hilton Head, SC 29938)
Plaintiff,)
v.)
Gator Northridge Partners, LLLP)
6650 Rivers Ave.)
North Charleston, SC 29406)
Defendant.)

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

CERTIFICATE OF SERVICE BY MAIL

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 APR 26 A:18:36

This is to certify that I, the undersigned, of the Law Firm of Russell P. Patterson, P.A.,
have this date served a true and accurate copy of the Affidavit of Joseph P. Short, upon
Defendant by mailing a copy of the same via United States Mail, postage prepaid to:

Gator Northridge Partners, LLLP
6650 Rivers Ave.
North Charleston, SC 29406

RUSSELL P. PATTERSON, P.A.

/s/ Lauren P. Williams
Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
lauren@russellpattersonlaw.com
Attorney for the Plaintiff

Hilton Head Island, South Carolina
April 20, 2022

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT**

**IN THE COURT OF COMMON PLEAS
Case No.: 2022-CP-07-00864**

**OCEAN WOODS LANDSCAPING CO.,
INC.**

Plaintiff/Respondent

v.

**GATOR NORTHRIDGE PARTNERS,
LLP**

Defendant/Appellant

**APPELLANT'S MEMORANDUM IN
SUPPORT OF RELIEF FROM
DEFAULT**

INTRODUCTION

Defendant Gator Northridge Partners ("Gator") has presented this the Magistrate Court with good cause to set aside the default entered by Plaintiff Ocean Woods Landscaping Co., Inc.

Plaintiff filed this action in Beaufort County Magistrate Court on February 14, 2022. Gator was served through its registered agent on February 21, 2022. The registered agent emailed the Summons and Complaint to Heather Hedges, Executive Secretary at Gator. Ms. Hedges was on maternity leave from January 5 to April 5, 2022 and she returned to work two days a week after April 5. Ms. Hedges did not receive the email timely, thus the complaint was not assigned to local counsel for handling.

On March 28, 35 days after service Ocean Woods moved for entry of default but did not send a copy of its motion to Gator. The Magistrate Court set a hearing for April 28 and mailed notice of the hearing to Gator, however Ms. Hedges was still working on a part time basis and did not become aware of the notice. Gator did not appear to the hearing and a judgment was entered

on behalf of Ocean Woods on April 29, 2022. On May 6, 7 days after the entry of the judgment, Gator moved to be relieved from default.

Gator's Motion should be granted, because its failure to timely respond was excusable neglect as explained herein; because no prejudice has come to Plaintiff by having to prove its claims; and because the granting of this Motion comports with public policy preferring disposing of cases on the merits rather than technicalities or "races to the courthouse" during otherwise active and engaged disputes between parties.

BACKGROUND

This case stems from a dispute between the parties for payment of landscape services Plaintiff alleges it performed. Plaintiff admits that Gator terminate the contract it had with Ocean Woods, however, despite knowledge that the contract was terminated due to poor workmanship it continues to demand payment for services that ultimately caused damage to Gator's property.

Plaintiff filed this complaint seeking payment for its ill performed services and served Gator through its registered agent. Unfortunately, Heather Hedges, the Executive Assistant in charge of administering cases filed against Gator was on maternity leave at the time Gator received the Summons and Complaint from its registered agent in South Carolina and she did not assign the case to local counsel. Consequently, Plaintiff filed a motion for entry of default 35 days after service of the complaint and the Magistrate Court set a hearing. Unfortunately, Ms. Hedges was still on maternity leave when the hearing was set and when she returned, on April 5, 2022, she only worked 2 days a week and missed the notice of hearing sent by the Magistrate Court. Gator did not appear at the hearing and a judgment was entered in favor of Plaintiff.

On May 6, 2022, 7 days after the entry of judgment, Gator moved to be relieved from default and submitted affidavits explaining that its failure to answer the complaint and attend the

hearing were a mistake and not a pattern. (See affidavits of Heather Hedges and Marc Shandler). Gator filed its Motion and Exhibits as advised by the Clerk by emailing a copy of the Motion and Exhibits to BluftonCivil@bcgov.net on May 6, 2022, at 12:59:00 pm (See Exhibit 1). At 3:06 pm, Gator's Counsel was provided by email a copy of Judge Keep's Order denying Gator's Motion to be relieved from Default.

Gator filed its Notice of Appeal and served in on opposing counsel on May 18, 2022, with a copy to John Castellano, Senior Judicial Assistant, Bluffton Magistrate Court, the person who transmitted the order to Defendant on behalf of Judge Keep (Exhibit 1). Defendant also emailed a copy of the notice to BluftonCivil@bcgov.net for filing in keeping with the clerk's instructions obtained at the time of the filing of the motion.

ARGUMENT

The criteria for obtaining relief from judgment mandates a showing, inter alia, of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or "other misconduct of an adverse party." Rule 60(b), SCRCF. "The promptness with which relief is sought, the reasons for the failure to act promptly, the existence of [a] meritorious defense, and the prejudice to the other parties are relevant." Harry M. Lightsey & James F. Flanagan, South Carolina Civil Procedure 82 (1985) (citation omitted). The decision to set aside a default is within the discretion of the trial judge and will not be reversed on appeal absent an abuse of discretion. *N.H. Ins. Co. v. Bey Corp.*, 312 S.C. 47, 50, 435 S.E.2d 377, 378-79 (Ct. App. 1993).

Miscalendaring is not always good cause. But a reflexive refusal to consider that a calendaring mistake could be good cause is an abuse of discretion. *Jordan v. Hartford Fin. Grp., Inc.*, 435 S.C. 501, 506, 868 S.E.2d 400, 403 (Ct. App. 2021)

Public policy favors the disposition of cases “on their merits rather than on technicalities.” *Micronics, Inc. v. South Carolina Department of Revenue*, 345 S.C. 506, 511, 548 S.E.2d 223, 226 (Ct.App.2001) citing *Columbia Pools, Inc. v. Galvin*, 288 S.C. 59, 339 S.E.2d 524 (Ct.App.1986).

In *Jordan*, even under an arbitrary and capricious standard of review, the SC Court of Appeals found that not recognizing a human honest mistake is an abuse of discretion and reinstated the appeal.

Here, we have a case where Gator’s employee responsible for calendaring the answer and any other legal deadline was on maternity leave and when she returned, she only worked part time and did not calendar the hearing timely. (See affidavit of Heather Hedges). The Magistrate Court summarily dismissed Gator’s motion to dismiss within hours of filing.

Additionally, Plaintiff faces no more burden of prejudice to its interests by setting aside the default than it would have faced if Gator had timely answered. Plaintiff merely has to prove its case. No South Carolina case has defined the breadth of prejudice in setting aside default, but the federal courts have explored it to a greater degree. Rule 55(c) and Rule 60(b) are similar to the comparable federal rules. *Ateyeh v. United of Omaha Life Ins. Co.*, 293 S.C. 436, 437, 361 S.E.2d 340, 340 (Ct. App. 1987). In federal court it has been held that, generally, there is no cognizable prejudice in requiring a plaintiff to prove a defendant's liability. See *Lacy v. Sitel Corp.*, 227 F.3d 290, 293 (5th Cir.2000) (indicating that delay, or requiring a plaintiff to prove his case does not constitute prejudice).

Here, as the Magistrate Court recognizes in its order, Gator has meritorious defenses. Upholding the default would thwart Gator’s ability to have the case heard on the merits and give Plaintiff an advantage when it cannot show any prejudice.

CONCLUSION

Gator respectfully requests that it be relieved from default because its failure to respond to Plaintiff's Complaint and attend the hearing was an honest mistake and not an effort to delay the case and because Plaintiff suffered no prejudice from Gator's delay.

s/Oana D. Johnson
Oana D. Johnson, Esquire
SC Bar #100373
304 Meeting St, Suite 203
Charleston, SC 29401
(843) 203-4195
oana@odjlaw.com

November 16, 2022

From: Will Turner on behalf of Oana Johnson
To: Castellano, John; Will Turner; lauren@russellpattersonlaw.com; BlufftonCivil
Cc: Oana Johnson
Subject: RE: Ocean Woods vs Gator Northridge
Date: Wednesday, May 18, 2022 3:03:00 PM
Attachments: Filed Notice of Appeal.pdf
Proof of service of Notice of Appeal.pdf

Dear All,

Attached please find Appellant Gator Northridge's Filed Notice of Appeal in the above referenced case matter as well as the Proof of Service.

Thank you,
Will Turner
Paralegal to Oana Johnson
304 Meeting Street
Suite 203
Charleston, SC 29401
Phone: (843) 203-4195
Fax: (866) 422 5567
oana@odjlaw.com
www.odjlaw.com

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CONFIDENTIAL & PRIVILEGED: Unless otherwise indicated or obvious from the nature of the above communication, the information contained herein may be privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above.

From: Castellano, John <jcastellano@bcgov.net>
Sent: Friday, May 6, 2022 3:06 PM
To: Will Turner <Turner@odjlaw.com>; lauren@russellpattersonlaw.com; BlufftonCivil <BlufftonCivil@bcgov.net>
Cc: Oana Johnson <Oana@odjlaw.com>
Subject: RE: Ocean Woods vs Gator Northridge

I have attached Judge Keep's Order.

EXHIBIT 1

John Castellano
Senior Judicial Assistant
Bluffton Magistrate Court
4819 Bluffton Parkway
Bluffton, SC 29910
jcastellano@bcgov.net
Office 843.255.5613
FAX 843.255.9517

From: Will Turner <Turner@odjlaw.com>
Sent: Friday, May 6, 2022 12:59 PM
To: lauren@russellpattersonlaw.com; BlufftonCivil <BlufftonCivil@bcgov.net>
Cc: Oana Johnson <Oana@odjlaw.com>
Subject: Ocean Woods vs Gator Northridge

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Ms. Williams and Clerk and Court,

Attached please find Defendant's Motion to be Relieved from Default as well as the attached exhibits regarding the case matter listed above.

Thank you,

Will Turner
Paralegal to Oana Johnson
304 Meeting Street
Suite 203
Charleston, SC 29401
Phone: (843) 203-4195
Fax: (866) 422 5567
oana@odjlaw.com
www.odjlaw.com

CIRCULAR 230 DISCLOSURE: To comply with Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any transaction, arrangement, or other matter.

CONFIDENTIAL & PRIVILEGED: Unless otherwise indicated or obvious from the nature of the above communication, the information contained herein may be privileged and confidential

information/work product. The communication is intended for the use of the individual or entity named above.

Lauren Williams

From: Lauren Williams
Sent: Wednesday, November 16, 2022 10:14 AM
To: Ben Buckley; Browne, Jared
Cc: McLeod, Heather; Tillotson, Melody; Oana Johnson; Will Turner
Subject: RE: Ocean Woods Landscaping v. Gator Northridge Partners, LLC (C/A No. 2022-CP-07-864)
Attachments: Campbell v City of North Charleston.pdf; Roche v Young Bros Inc of Florence.pdf

All,

Please find attached copies of the two cases I referenced in my argument this morning in opposition to Defendant/Appellant's appeal.

Thank you,

Lauren P. Williams
Associate Attorney
Russell P. Patterson P. A.
P. O. Box 8047
HHI SC 29938
Ph: 843-341-9300
Fax: 843-341-9301
E-Mail: lauren@russellpattersonlaw.com
Street Address: 19 Shelter Cove Lane, Suite 107 Watersedge @ Shelter Cove, HHI SC 29928

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (I) avoiding penalties under the internal revenue code or (II) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent.

CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies.

From: Ben Buckley <ben@odjlaw.com>
Sent: Wednesday, November 16, 2022 10:02 AM
To: Browne, Jared <jbrowne@bcgov.net>; Lauren Williams <lauren@russellpattersonlaw.com>
Cc: McLeod, Heather <hmcLeod@bcgov.net>; Tillotson, Melody <mtillotson@bcgov.net>; Oana Johnson <Oana@odjlaw.com>; Will Turner <Turner@odjlaw.com>
Subject: Re: Ocean Woods Landscaping v. Gator Northridge Partners, LLC (C/A No. 2022-CP-07-864)

Greetings,

Please find attached a copy of our Memo in Support filed this morning in the above-named case. Thank you.

Respectfully,
Benjamin Buckley
Paralegal to Oana Johnson, Esq.

431 S.C. 454
Court of Appeals of South Carolina.

Corona CAMPBELL as Personal Representative of
the Estate of Ann M. Blandin, Respondent/Appellant,

v.

CITY OF NORTH CHARLESTON,
Appellant/Respondent.

Appellate Case No. 2017-001628

|
Opinion No. 5748

|
Heard May 14, 2020

|
Filed July 22, 2020

|
Rehearing Denied October 29, 2020

Synopsis

Background: Motorist brought action against city, seeking damages for injuries incurred in motor vehicle accident with city police officer. After city failed to respond, the clerk of the court entered default in favor of motorist. City then filed motion to set aside entry of default and to file a late answer, which the circuit court denied. Thereafter, city filed motion to amend judgment, which the circuit court denied. Following damages hearing, the Circuit Court, Charleston County, Mikell R. Scarborough, Master-In-Equity, rendered judgment in favor of motorist, and entered order awarding her \$1,000,000 in medical expenses and \$4,250,000 for pain and suffering and permanent injury, but then capped her recovery at \$300,000 in accordance with the Tort Claims Act. Motorist and city appealed.

Holdings: The Court of Appeals, Lockemy, C.J., held that:

[1] city's failure to forward motorist's personal injury complaint was not a good cause warranting order setting aside entry of default, and

[2] liability cap articulated in Tort Claims Act was self-executing, thus, motorist was not entitled to uncapped damages award.

Affirmed.

Procedural Posture(s): On Appeal; Motion to Set Aside or Vacate Default Judgment.

West Headnotes (11)

[1] **Judgment** ⇌ Discretion of court

A motion to set aside an entry of default is addressed to the sound discretion of the trial court. S.C. R. Civ. P. 55(c).

[2] **Appeal and Error** ⇌ Relief from default judgment

The Circuit Court's decision to set aside an entry of default will not be disturbed on appeal absent a clear showing of an abuse of that court's discretion. S.C. R. Civ. P. 55(c).

[3] **Appeal and Error** ⇌ Relief from default judgment

An abuse of discretion occurs, as required to overturn a circuit court's decision whether to set aside an entry of default, when the judgment is controlled by some error of law or when the order, based upon factual, as distinguished from legal, conclusions is without evidentiary support. S.C. R. Civ. P. 55(c).

[4] **Judgment** ⇌ Mistake, surprise, or excusable neglect in general

City's failure to forward to its liability claims handler the e-mail containing motorist's personal injury complaint, which had remained unopened in city claims and insurance coordinator's e-mail inbox, was not a good cause warranting order setting aside entry of default in favor of motorist for city's failure to respond to complaint; complaint was properly served to city, and coordinator provided no explanation for her failure to open or forward e-mail, but rather, merely stated it was out of character. S.C. R. Civ. P. 55(c).

1 Cases that cite this headnote

[5] **Judgment** ⇌ Right to Relief in General

The standard for granting relief from an entry of default is mere good cause. S.C. R. Civ. P. 55(c).

[6] **Judgment** ⇌ Right to Relief in General

Judgment ⇌ Excuses for Default

The good cause standard requires a party seeking relief from an entry of default to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. S.C. R. Civ. P. 55(c).

2 Cases that cite this headnote

[7] **Judgment** ⇌ Necessity for showing meritorious cause of action or defense

Judgment ⇌ Prejudice from judgment

Judgment ⇌ Time for Application

Once a party seeking relief from an entry of default has put forth a satisfactory explanation for the default, the trial court must consider: (1) the timing of the motion for relief, (2) whether the defaulting party has a meritorious defense, and (3) the degree of prejudice to the plaintiff if relief is granted. S.C. R. Civ. P. 55(c).

1 Cases that cite this headnote

[8] **Judgment** ⇌ Excuses for Default

Once a default judgment has been entered, a party seeking to be relieved must do so under rule permitting relief from judgment for mistakes, inadvertence, excusable neglect, newly discovered evidence, or fraud. S.C. R. Civ. P. 60(b).

[9] **Judgment** ⇌ Excuses for Default

The standard for granting relief under rule permitting relief from judgment for mistakes, inadvertence, excusable neglect, newly discovered evidence, or fraud is more rigorous than under rule permitting relief from entry of

default for good cause, and an entry of default may be set aside for reasons that would be insufficient to relieve a party from a default judgment. S.C. R. Civ. P. 55(c), 60(b).

2 Cases that cite this headnote

[10] **Judgment** ⇌ Excuses for Default

The factors under rule permitting relief from judgment for mistakes, inadvertence, excusable neglect, newly discovered evidence, or fraud are relevant to analysis under rule permitting relief from entry of default for good cause, but only insofar as proof of any one of these factors is sufficient to show good cause. S.C. R. Civ. P. 55(c), 60(b).

[11] **Automobiles** ⇌ Damage caps

Liability cap articulated in the Tort Claims Act was self-executing, rather than an affirmative defense, and, thus, motorist was not entitled to uncapped damages award following city's default for failing to respond to motorist's complaint brought pursuant to Act, which alleged injuries incurred in motor vehicle accident with city police officer; Act expressly stated the liability "shall" not exceed the Act's limits, and damages cap did not require any special findings that would affect the proof at trial. S.C. Code Ann. § 15-78-120(a).

****790** Appeal From Charleston County, Mikell R. Scarborough, Master-in-Equity

Attorneys and Law Firms

John E. Parker and William Franklin Barnes, III, both of Peters Murdaugh Parker Eltzroth & Detrick, PA, of Hampton; and Lawrence C. Kobrovsky, of Law Offices of Lawrence C. Kobrovsky, of Charleston, all for Respondent/Appellant.

Robert H. Hood, of Hood Law Firm, LLC, of Charleston; Deborah Harrison Sheffield, of Columbia; J. Brady Hair and Derk Van Raalte, IV, both of Law Offices of J. Brady Hair, of North Charleston, all for Appellant/Respondent.

Opinion

LOCKEMY, C.J.:

***457** In this cross-appeal, the City of North Charleston (the City) appeals the circuit court's denial of its motion to set aside an entry of default, and Ann M. Blandin¹ appeals the master-in-equity's default judgment order capping Blandin's award at \$300,000 under the South Carolina Tort Claims Act (the Act).² Blandin argues the master erred in capping her award because the cap was an affirmative defense that had to be pled. The City argues the circuit court abused its discretion in denying the City's motion because the City proved its failure to respond was due to inadvertence. We affirm both the circuit court's order denying the City's motion and the master's order capping Blandin's award.

***458 FACTS/PROCEDURAL HISTORY**

On June 12, 2015, Blandin commenced this action against the City, alleging that while operating her vehicle, she was struck by a city police car, which was travelling at a high rate of speed. In her complaint, Blandin alleged the City was a political subdivision subject to suit pursuant to the Act. On June 30, 2015, Blandin served Sandy Brown, the administrative assistant to the Clerk of Council, who was authorized to accept service on behalf of the City's mayor. The City did not respond. On November 9, 2015, the Clerk of Court entered default against the City pursuant to Rule 55, SCRPC. On April 5, 2016, the circuit court referred the matter to the master to determine damages.

On May 17, 2016, the City received notice of the damages hearing scheduled for July 7, 2016. Two days later, the City filed a Rule 55(c), SCRPC, motion to set aside the entry of default and to file a late answer. In its written motion, the City argued the failure was "based on exceptional circumstances surrounding the employees in the City's Risk Department." The City admitted its risk manager, Leslie Mitchum, sent the complaint to the City's claims and insurance coordinator, Karen Helms, instead of the City's liability claims handler, as was the City's standard ****791** protocol. Helms received the e-mail containing the complaint, and the e-mail remained unopened in her inbox. The City argued these were "unprecedented circumstances" and that after it learned of the suit, it worked diligently to respond. The City claimed it had a meritorious defense because Blandin drove through a stop sign prior to being struck, she would not be prejudiced by the setting aside of the entry of default, and

setting aside the entry of default would serve the interests of justice because otherwise, innocent taxpayers would be left with the financial burden.

At the motions hearing, the City argued Helms's failure to send the complaint to the South Carolina Reserve Insurance Fund was a good-faith mistake and it was good public policy for the State of South Carolina to be heard on the merits.

The circuit court denied the City's motion to set aside the entry of default, and the City filed a Rule 59(e), SCRPC, motion. The circuit court denied the motion, stating, "[The] failure to forward an e-mail d[id] not amount to good cause ***459** shown for failure to timely file an Answer. In addition, the [City wa]s not a state agency under ... Rule 55(e), [SCRPC]."

Following the damages hearing, Blandin argued the statutory cap set forth in section 15-78-120(a) of the Act did not apply because it was an affirmative defense, which was "waived or lost" upon an entry of default. She further argued this court erred in *Parker v. Spartanburg Sanitary Sewer District*,³ when we held the statutory cap was self-executing and not an affirmative defense. The circuit court had awarded Blandin \$1,000,000 in medical expenses and \$4,250,000 for pain and suffering and permanent injury; however, the court ordered the cap was self-executing and capped her recovery at \$300,000. The City did not file a Rule 60(b), SCRPC, motion.

ISSUES ON APPEAL

1. Did the circuit court abuse its discretion by denying the City's Rule 55(c), SCRPC, motion to set aside the entry of default?
2. Did the master err by reducing the judgment to the limitation of liability contained in the Act because the cap is an affirmative defense?

STANDARD OF REVIEW

[1] [2] [3] "A motion under Rule 55(c) is addressed to the sound discretion of the trial court." *Sundown Operating Co. v. Intedge Indus., Inc.*, 383 S.C. 601, 608, 681 S.E.2d 885, 888 (2009). The circuit court's decision to set aside an entry of default or a default judgment "will not be disturbed on appeal absent a clear showing of an abuse of that discretion." *Regions Bank v. Owens*, 402 S.C. 642, 647, 741 S.E.2d 51, 54 (Ct. App. 2013). "An abuse of discretion occurs when the judgment is controlled by some error of law or when the order, based

upon factual, as distinguished from legal[,] conclusions[] is without evidentiary support.” *Id.*

The question of whether the Act's statutory cap applies is a question of law, which this court reviews de novo. *See Town of Summerville v. City of N. Charleston*, 378 S.C. 107, 110, 662 S.E.2d 40, 41 (2008).

*460 LAW/ANALYSIS

I. The City's Rule 55(c) Motion

[4] The City argues the circuit court abused its discretion by denying its motion to set aside the entry of default because it made the requisite showing of good cause. Specifically, the City contends Helms's failure to forward an e-mail to its risk manager was an administrative “mistake from inadvertence,” which satisfies the “mere” good cause standard. The City further argues it satisfied the *Wham*⁴ factors because it filed its motion immediately upon notice of default, it had a meritorious defense, and Blandin would not be prejudiced by the setting aside of the entry of default. We disagree.

**792 [5] [6] [7] “For good cause shown[,] the court may set aside an entry of default and, if a judgment by default has been entered, may likewise set it aside in accordance with Rule 60(b)[, SCRPC].” Rule 55(c), SCRPC.

The standard for granting relief from an entry of default under Rule 55(c) is mere “good cause.” This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the [defaulting party] has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.

Sundown Operating Co., 383 S.C. at 607-08, 681 S.E.2d at 888 (citations omitted).

[8] [9] [10] “Once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRPC.” *Id.* at 608, 681 S.E.2d at 888. “[T]he standard for granting relief under Rule 60(b) is more rigorous than under Rule 55(c), and ... an entry of default may be set aside for reasons that *461 would be insufficient to relieve a party from a default judgment.” *Id.* at 607, 681 S.E.2d at 888. Rule 60(b)(1), SCRPC, provides, “On motion[,] and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect.” “The Rule 60(b) factors are indeed relevant to a Rule 55(c) analysis, but only inasmuch as proof of any one of these factors is sufficient to show ‘good cause.’” *Id.* at 608, 681 S.E.2d at 889.

Initially, we reject Blandin's contention that the City was required to file a Rule 60(b) motion for relief from default judgment in order to challenge the entry of default on appeal. *See Thynes v. Lloyd*, 294 S.C. 152, 153-54, 363 S.E.2d 122, 122-23 (Ct. App. 1987) (holding the denial of a motion under Rule 55(c) to set aside an entry of default is not appealable until after final judgment). Here, the City moved pursuant to Rule 55(c) to set aside the entry of default prior to the entry of the default judgment, and the circuit court ruled upon the motion as well as the City's subsequent Rule 59(e) motion to reconsider. Therefore, the issue of whether the court erred by refusing to set aside the entry of default is properly before this court.

On the merits, we hold the circuit court did not abuse its discretion by finding the City's failure to forward an internal e-mail was not a good cause warranting the court to set aside the entry of default.

In *Roche v. Young Bros. of Florence*, our supreme court held the failure to forward a summons and complaint after receiving it does not constitute inadvertence or excusable neglect sufficient to put aside a default judgment. 318 S.C. 207, 210-12, 456 S.E.2d 897, 899-901 (1995). In *Roche*, the vice president of the defendant company placed the summons and complaint on his secretary's desk, and the summons and complaint never reached the company's registered agent. *Id.* at 209, 456 S.E.2d at 899. The company failed to respond, resulting in a Rule 55(a) entry of default and a default judgment. *Id.* Our supreme court affirmed the trial court's ruling that default from the failure to forward a summons and complaint “was not the result of inadvertence or excusable

neglect.” *Id.* at 212, 456 S.E.2d at 900. We recognize *Roche* *462 was based on a Rule 60(b) motion and this is a Rule 55(c) motion, which is governed under a more lenient standard. *See Sundown Operating Co.*, 383 S.C. at 608, 681 S.E.2d at 889 (“The Rule 60(b) factors are indeed relevant to a Rule 55(c) analysis, but only insofar as proof of any one of these factors is sufficient to show ‘good cause.’”). Because the City specifically argues the good cause of their failure was inadvertence, *Roche* is instructive only insofar as to what constitutes inadvertence.

Here, the City does not dispute that it was properly served and admitted it failed to forward the complaint, which remained in Helms's inbox unopened. Helms provided no explanation for her failure to open or forward the e-mail and only stated it was “out of character.” We hold the circuit court did not abuse its discretion by finding the failure to forward or open an e-mail did not satisfy the good cause standard articulated in **793 Rule 55(c), SCRCP. *See Dixon v. Besco Eng'g, Inc.*, 320 S.C. 174, 178-79, 463 S.E.2d 636, 638-39 (Ct. App. 1995) (affirming the trial court's finding that the defendant's failure to recognize a deadline did not constitute good cause to set aside the entry of default); *cf. Nelson v. Coleman Co.*, 41 F.R.D. 7, 9-11 (D.S.C. 1966) (finding the failure to timely forward a complaint within a company's internal departments was not good cause to warrant relief from default).⁵

II. Damages Cap

[11] Blandin argues the City could not assert the cap because it was in default and the Act's limitations upon liability are affirmative defenses. We disagree.

The Act governs all tort claims against government entities and is the exclusive civil remedy “for any tort committed by an employee of a governmental entity while acting within the scope of the employee's official duty.” S.C. Code Ann. § 15-78-200 (2005). “The provisions of [the Act] establish limitations on and exemptions to the liability of the governmental entity and *463 must be liberally construed in favor of limiting the liability of the governmental entity.” *Id.*

For any action or claim for damages brought under the provisions of this chapter, the liability shall not exceed the following limits:

(1) Except as provided in Section 15-78-120(a)(3), no person shall recover in any action or claim brought hereunder a sum exceeding three hundred thousand dollars because of loss arising from a single occurrence regardless

of the number of agencies or political subdivisions involved.

S.C. Code Ann. § 15-78-120(a) (2005). In *Parker*, this court held the liability cap was not an affirmative defense and was self-executing. 362 S.C. at 285, 607 S.E.2d at 716. The plaintiff brought a personal injury action against the defendant following an automobile accident. *Id.* at 279, 607 S.E.2d at 713. On the first day of trial, the defendant moved to file an amended answer that included the statutory cap, and the trial court denied the motion. *Id.* at 279-80, 607 S.E.2d at 713. The jury awarded Parker \$450,000, and the trial court denied the defendant's motion to reduce the award to \$300,000 in accordance with the Act. *Id.* at 280, 607 S.E.2d at 713. On appeal, this court held “that the liability cap articulated within the ... Act is **NOT** an affirmative defense and the failure to plead the specific limitation on the amount of recovery allowed under the ... Act is **NOT** a waiver of the cap.” *Id.* at 289, 607 S.E.2d at 718. In addition, this court found the defendant was not required to plead the Act's “statutory cap as an affirmative defense” when the plaintiff had conceded the Act applied to her claim. *Id.* at 282, 607 S.E.2d at 715. This court stated,

There is absolutely no verbiage articulated within the [Act] mandating that a governmental entity plead the monetary statutory cap included within section 15-78-120. The ... Act is imbued with public policy considerations limiting and qualifying liability of governmental entities. We conclude that the monetary statutory cap is *self-executing* and the court is required to apply the monetary statutory cap to any jury verdict exceeding \$300,000.

Id. at 285, 607 S.E.2d at 716 (emphasis added).

We reiterate our holding in *Parker* that the plain meaning of the statute indicates this cap must be executed regardless *464 of whether a defendant has filed a responsive pleading raising this cap as a defense. The statute expressly states the liability “shall” not exceed the Act's limits and this damages cap does not require any special findings that would affect the proof at trial,⁶ which establishes the application

of the cap is mandatory and self-executing. *See Vaughn v. Bernhardt*, 345 S.C. 196, 198, 547 S.E.2d 869, 870 (2001) (“Where the statute’s language is plain and **794 unambiguous[] and conveys a clear and definite meaning, the rules of statutory interpretation are not needed and the [c]ourt has no right to impose another meaning.”); *Wigfall v. Tideland Utilities, Inc.*, 354 S.C. 100, 111, 580 S.E.2d 100, 105 (2003) (“The term ‘shall’ in a statute means that the action is mandatory.”); § 15-78-120(a) (providing “[f]or any action or claim for damages brought under the provisions of this chapter, the liability *shall not* exceed” the limits set forth therein (emphasis added)). We hold that under the plain meaning of section 15-78-120(a), courts must apply the statutory cap to actions brought pursuant to the Act.

Here, Blandin brought her cause of action pursuant to the Act. We find Blandin is bound by her pleadings, and having asserted the complaint was authorized by the Act, she cannot now argue this court should not apply the Act’s self-executing cap. *See Ex parte McMillan*, 319 S.C. 331, 335, 461 S.E.2d 43, 45 (1995) (finding a party who conceded in his complaint that his cause of action was under the Act could not argue on appeal that the Act did not apply); *Parker*, 362 S.C. at 285, 607 S.E.2d at 716 (holding the Act’s monetary cap is

self-executing). For the foregoing reasons, we hold the master did not err by applying the statutory cap because it is not an affirmative defense and is self-executing.

CONCLUSION

We hold the circuit court did not abuse its discretion by finding the City failed to put forth an adequate explanation to obtain relief from the entry of default, and we therefore affirm the circuit court’s order denying the City’s Rule 55(c), SCRCP, motion to set aside the entry of default. Further, we find the statutory cap found in section 15-78-120(a) is self-executing, *465 and therefore, the master did not err in applying the \$300,000 damages cap. Accordingly, the rulings of the circuit court and master are

AFFIRMED.⁷

GEATHERS and HEWITT, JJ., concur.

All Citations

431 S.C. 454, 848 S.E.2d 788

Footnotes

- 1 Ann M. Blandin passed away during the pendency of this appeal, and her daughter, Corona Campbell, was substituted as a party.
- 2 S.C. Code Ann. §§ 15-78-10 to -220 (2005 & Supp. 2019).
- 3 362 S.C. 276, 285, 607 S.E.2d 711, 716 (Ct. App. 2005).
- 4 *Wham v. Shearson Lehman Bros.*, 298 S.C. 462, 465, 381 S.E.2d 499, 501-02 (Ct. App. 1989) (providing a court must consider the following factors when deciding a Rule 55(c), SCRCP, motion: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the complainant if relief is granted).
- 5 Because the City has failed to put forward a satisfactory explanation, we need not address the *Wham* factors. *See Sundown Operating Co.*, 383 S.C. at 607, 681 S.E.2d at 888 (providing that “[o]nce a party has put forth a satisfactory explanation for the default, the trial court must also consider” the *Wham* factors (emphasis added)); *see also Wham*, 298 S.C. at 465, 381 S.E.2d at 501-02.
- 6 *Cf. James v. Lister*, 331 S.C. 277, 284, 500 S.E.2d 198, 202 (Ct. App. 1998) (holding that any liability limits affecting the proof at trial must be pled as an affirmative defense).

7 We decide this case without oral argument pursuant to Rule 215, SCACR.

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318 S.C. 207
Supreme Court of South Carolina.

Catherine Rita ROCHE, as Personal Representative
of the Estate of George J. Roche, Petitioner,
v.
YOUNG BROTHERS, INC., OF
FLORENCE, d/b/a Days Inn East, Respondent.

No. 24228.

Heard Dec. 6, 1994.

Decided April 3, 1995.

Synopsis

Defendant in personal injury action appealed from order of the Circuit Court, Florence County, John H. Waller, Jr., J., which denied motion to set aside default. The Court of Appeals, 437 S.E.2d 560, held that process was not properly served. Plaintiff petitioned for writ of certiorari. The Supreme Court, Toal, J., granted petition, and held that: (1) service of process was sufficient, but (2) defendant should have been notified of damages hearing.

Reversed.

Procedural Posture(s): On Appeal.

West Headnotes (10)

- [1] **Process** ⚡ Nature and necessity in general
Service of process rule serves at least two purposes: it confers personal jurisdiction on court and assures defendant of reasonable notice of action. Rules Civ.Proc., Rule 4.

17 Cases that cite this headnote

- [2] **Process** ⚡ Mode and sufficiency of service
Exacting compliance with rules of civil procedure is not required to effect service of process; rather, court examines whether plaintiff has sufficiently complied with rules such that court has personal jurisdiction of defendant

and defendant has notice of proceedings. Rules Civ.Proc., Rule 4.

32 Cases that cite this headnote

- [3] **Corporations and Business Organizations** ⚡ Process and Notice
Once papers have been served on officer of corporation, corporation has actual notice of action. Rules Civ.Proc., Rule 4(d)(3).

- [4] **Corporations and Business Organizations** ⚡ What Officer or Agent Should or May Be Served
Vice president of corporation was officer of corporation upon whom process could be served. Rules Civ.Proc., Rule 4(d)(3).

- [5] **Process** ⚡ Presumptions and burden of proof
Under service of process rule, defendant has burden of proving that return receipt was signed by unauthorized person; plaintiff need only show compliance with the rule. Rules Civ.Proc., Rule 4(d)(8).

15 Cases that cite this headnote

- [6] **Process** ⚡ Form and Requisites of Return or Certificate
Service of process rule does not require specific addressee to sign return receipt. Rules Civ.Proc., Rule 4(d)(8).

12 Cases that cite this headnote

- [7] **Corporations and Business Organizations** ⚡ Requisites and sufficiency of return of service
Better practice is to list corporation and person authorized to accept service on its behalf as addressees on return receipt, but no such requirement is specified in service of process rule. Rules Civ.Proc., Rule 4(d)(8).

17 Cases that cite this headnote

- [8] **Judgment** ➡ Mistake, surprise, or excusable neglect in general

Default judgment was not result of inadvertence or excusable neglect, where company vice president signed return receipt and testified that he always placed mail on secretary's desk and she distributed mail, but summons and complaint never reached registered agent or general manager of corporation. Rules Civ.Proc., Rule 4(d)(8).

1 Cases that cite this headnote

- [9] **Judgment** ➡ Mistake, surprise, or excusable neglect in general

Losing summons and complaint within corporation is not ground to set aside default judgment.

3 Cases that cite this headnote

- [10] **Damages** ➡ Notice to defendant

Defendant, against which default judgment was entered in personal injury action, should have been notified of damages hearing. Rules Civ.Proc., Rule 5(a).

2 Cases that cite this headnote

Attorneys and Law Firms

****898 *208** William P. Hatfield, of The Hyman Law Firm, Florence, for petitioner.

Wm. Reynolds Williams and C. Craig Young, of Baker & Williams, P.A., Florence, and C. Mitchell Brown, of Nelson, Mullins, Riley & Scarborough, Columbia, for respondent.

Opinion

TOAL, Justice:

We granted certiorari to review the Court of Appeal's decision in *Roche v. Young Brothers, Inc.* 313 S.C. 356, 437 S.E.2d 560 (Ct.App.1993). We reverse the Court of Appeals and reinstate the entry of default by the clerk of court for Florence County under Rule 55(a), SCRPC. We reverse the trial judge's denial

of a new hearing on damages. We vacate the judgment of default and remand to the circuit court for a damages hearing as required by Rule 5(a), SCRPC.

FACTS

George Roche was injured when he slipped and fell at a Days Inn motel owned by Young ****899** Brothers. On June 4, 1990, ***209** Roche's attorney notified Young Brothers, Inc. ("Young Brothers") of Roche's pending claim by certified letter, return receipt requested addressed to Days Inn. J.N. Young, vice president of Young Brothers, signed the receipt. Neither Young Brothers nor its insurance carrier responded.

On August 31, 1990, Roche filed this action. Roche mailed the summons and complaint certified mail, return receipt requested to the defendant's post office box, addressed to Mr. Edward L. Young. Edward L. Young is the registered agent of Young Brothers. J.N. Young, vice president of Young Brothers, signed the return receipt on September 4, 1990. Again, Young Brothers did not respond. On November 1, 1990, Roche filed an affidavit of default. Pursuant to Rule 55(a), SCRPC, the clerk of court for Florence County entered the default on November 2, 1990.

A damages hearing was held on February 6, 1992. No attempt was made to notify Young Brothers of the damages hearing. A judgment was entered against Young Brothers in the amount of \$45,000. On February 12, 1992, Roche notified Young Brothers of the judgment by mailing a certified copy of the judgment addressed to Messrs. J.N. Young and Edward L. Young, certified mail, return receipt requested. The return receipt was again signed by J.N. Young. Young Brothers responded by filing a motion to set aside the judgment under Rule 60(b), SCRPC on February 14, 1992. Young Brothers argued the default judgment should be set aside because service of process was not perfected, and the default was the result of inadvertence or excusable neglect. In the alternative, Young Brothers argued it should be granted a new damages hearing because it did not receive notice of the damages hearing. The circuit court judge denied the motion. Young Brothers appealed. The Court of Appeals reversed in *Roche v. Young Brothers*, 313 S.C. 356, 437 S.E.2d 560 (Ct.App.1993), holding service was not perfected. We granted certiorari.

LAW/ANALYSIS

Roche claims the Court of Appeals erred in holding service of process on Young Brothers was insufficient under Rule 4, SCRPC. We agree.

[1] [2] Rule 4, SCRPC serves at least two purposes. It confers personal jurisdiction on the court and assures the defendant of reasonable notice of the action. We have *210 never required exacting compliance with the rules to effect service of process. See *Foster v. Crawford*, 57 S.C. 551, 36 S.E. 5 (1900) (when officer's return defective as to time and place of service, it can be amended to state facts); *Saunders v. Bobo*, 2 Bailey 492 (1831) (sheriff's incomplete return that was not sworn to may be amended); *Miller v. Hall*, 1 Speers 1 (1842). Rather, we inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings.

[3] [4] Service on a corporation may be made by hand delivering a copy of the summons and complaint to an officer of the corporation or to an authorized agent of the corporation. Rule 4(d)(3), SCRPC.¹ The rule "presupposes that an officer of the corporation will know what to do with the papers served and will see that the corporation takes steps to defend the action." 62B Am.Jur.2d, *Process* § 268 (1990). Once papers have been served on an officer of the corporation, the corporation then has actual notice of the action. *Pioneer Util. Corp. v. Scott-Newcomb, Inc.*, 26 F.Supp. 616 (E.D.N.Y.1939). J.N. Young as vice president of **900 Young Brothers was an officer of the corporation upon whom service could be made under Rule 4(d)(3), SCRPC. See e.g. *Kroetz v. AFT-Davidson Co.*, 102 F.R.D. 934 (E.D.N.Y.1984); *Magnaflux Corp. v. Foerster*, 223 F.Supp. 552 (N.D.Ill.1963).

Personal service² may also be effected on certain classes of *211 defendants by mail. 4(d)(8), SCRPC. Rule 4(d)(8), SCRPC³ allows a corporation to be served by "certified or registered mail, return receipt requested and delivery restricted to the addressee." Service by mail cannot be the basis for a default judgment unless the return receipt shows "acceptance by the defendant." Rule 4(d)(8), SCRPC (emphasis added). However, any default judgment may be set aside if the defendant "demonstrates to the court that the return receipt was signed by an unauthorized person." Rule 4(d)(8), SCRPC.

[5] The evidence revealed that J.N. Young always picked up the mail from the corporation's post office box. The Court

of Appeals held that the plaintiff failed to prove that J.N. Young was an agent for Ed Young. This is not the standard of proof under the Rule 4(d)(8). Under Rule 4(d)(8) the defendant, not the plaintiff, must prove that the receipt was signed by an unauthorized person. The plaintiff need only show compliance with the rules.

[6] [7] "When the civil rules on service are followed, there is a presumption of proper service." 62B Am Jur 2d *Process* § 111 (1990). Contrary to Young Brothers' assertion, Roche fully complied with all of the requirements of Rule 4(d)(8), SCRPC. Rule 4(d)(8) requires that the return receipt be restricted to the addressee and show acceptance by the defendant. The rule simply does not require the specific addressee to sign the return receipt.⁴ Roche fully complied *212 with the rule and Young Brothers has failed to show J.N. Young was an unauthorized person to accept service on behalf of the corporation, therefore, we reverse the Court of Appeals.

[8] [9] We also agree with the trial judge that the default was not the result of inadvertence or excusable neglect. J.N. Young signed the return receipt. He testified that he places the mail on a secretary's desk and she distributes the mail. The summons and complaint, however, never reached either Edward Young, the registered agent, or Harold Coker, the general manager of the corporation. Losing a summons and complaint within the corporation is not a ground to set aside a default judgment. See *Inter-City Prods. Corp. v. Willey*, 149 F.R.D. 563 (M.D.Tenn.1993) (no error in not setting aside default judgment based on filing or clerical error which resulted in failure of in-house counsel to discover service of process and make appearance on behalf of corporation).

**901 [10] Finally, Young Brothers claims that it should have been notified under Rule 5(a), SCRPC of the damages hearing.⁵ We agree.

When the defendant has not answered or otherwise appeared there is no requirement that notice be given before entering a default judgment. Rule 55(b), SCRPC. However, when the relief which is sought is unliquidated damages, Rule 5(a) specifically provides "notice of any trial or hearing on unliquidated damages shall also be given to parties in default." Rule 5(a), SCRPC (emphasis added). Young Brothers did not receive notice of the damages hearing as required by Rule 5(a), SCRPC. We, therefore, reverse the trial judge and remand to the circuit court for a new hearing on damages.

Based upon the foregoing, we reverse the Court of Appeals and reinstate the entry default by the clerk of court for Florence County under Rule 55(a), SCRCP. We reverse the trial judge's denial of a new hearing on damages. We vacate the judgment of default and remand to the circuit court for a damages hearing as required by Rule 5(a), SCRCP.

CHANDLER, C.J., FINNEY and MOORE, JJ., and JOE WILSON, Acting Associate Justice, concur.

All Citations

318 S.C. 207, 456 S.E.2d 897

REVERSED.

Footnotes

- 1 Rule 4(d)(3), SCRCP provides as follows:

(3) *Corporations and Partnerships.* Upon a corporation or upon a partnership or other unincorporated association which is subject to suit under a common name, by delivering a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and if the agent is one authorized by statute to receive service and the statute so requires, by also mailing a copy to the defendant.

- 2 Rule 4(d), SCRCP provides in pertinent part as follows:

(d) **Summons: Personal Service.** The summons and complaint must be served together. The plaintiff shall furnish the person making service with such copies as are necessary. Voluntary appearance by defendant is equivalent to personal service; and written notice of appearance by a party or his attorney shall be effective upon mailing, or may be served as provided in this rule. Service shall be made as follows:

(1) *Individuals....*

(2) *Minors and Incompetents....*

(3) *Corporations and Partnerships....*

.....

(8) *Service by Certified Mail....*

- 3 Rule 4(d)(8), SCRCP provides in pertinent part as follows:

Service of a summons and complaint upon a defendant of any class referred to in paragraph (1) or (3) of this subdivision of this rule may be made by the plaintiff or by any person authorized to serve process pursuant to Rule 4(c), including a sheriff or his deputy, by registered or certified mail, return receipt requested and delivery restricted to addressee. Service pursuant to this paragraph shall not be the basis for the entry of a default or a judgment by default unless the record contains a return receipt showing the acceptance by the defendant. Any such default or judgment by default shall be set aside pursuant to Rule 55(C) or rule 60(b) if the defendant demonstrates to the court that the return receipt was signed by an unauthorized person.

- 4 Although the better practice is to list the corporation and a person authorized to accept service on its behalf as addressees on the return receipt, no such requirement is specified in the rule. See R.CIV.P. 4(d)(8) advisory committee's note.
- 5 Because the Court of Appeals held service was ineffective, this issue was not reached in *Roche v. Young Brothers*, 313 S.C. 356, 437 S.E.2d 560 (Ct.App.1993).

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)
**IN THE MAGISTRATE'S
COURT**

)
)
)
2022CV0710300078
CIVIL CASE NUMBER

OCEAN WOODS LANDSCAPING CO. INC.
P.O. Box 5824
Hilton Head Island, SC 29928

)
)
)
Plaintiff,

v.

)
)
)
GATOR NORTHRIDGE PARTNERS, LLLP
7850 NW 146th Street, 4th floor
Miami Lakes, FL 33016

)
)
)
Defendant.

)
)
**AFFIDAVIT OF
HEATHER HEDGES**

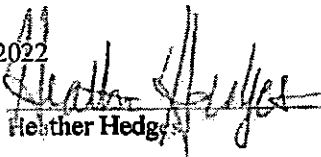
)
)
)
Personally appeared before me, Heather Hedges, who being first duly sworn, deposes and
says:

1. I am over the age of 18 and make this Affidavit in support of this Court setting aside the Default Judgment entered against the Defendant.
2. I am employed as an Executive Assistant by Gator Northridge, LLC, a Florida limited liability company, the General Partner of the Defendant (collectively referred to as "Gator").
3. As a part of my responsibilities as Executive Assistant, I provide administrative support and am involved in handling cases, which duties include, but are not

limited to receiving, documenting receipt, and forwarding all lawsuits and related legal documents that are received in our office to local counsel of record.

4. The Complaint, attached hereto as Exhibit "A," was received by e-mail on February 21, 2021, as transmitted by Gator's agent for service of process Corporate Creations, but I was not in the office to accept. I was unaware of the Complaint being received because I was out of the office on maternity leave from January 5, 2022 through April 5, 2022, and I never received a Notice of Default hearing if one was held. Commencing on April 7, 2022 I returned to the office and began working on Tuesdays and Thursdays.
5. I am responsible for forwarding all legal filings and lawsuits to local counsel and failed to forward the Complaint due to my absence.
6. Gator failed to file an Answer within the time period required because I did not forward the Complaint to local counsel until the time that an Answer should have been filed had already lapsed.
7. I only became aware of Gator's failure to file an Answer on Thursday, April 28, when I returned to the office and received a Service of Process Notice of the Motion for Default Judgment in this matter on April 26, 2022, a copy of which is attached hereto as Exhibit "B."
8. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 5, 2022


Heather Hedges

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5.5.2022 (date) by Heather Hedges, who is personally known to me.

Sworn to and subscribed before me



This 5 day of May, 2022

Notary Public for

My commission expires: 3.3.2024

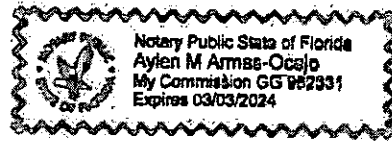


Exhibit "A"

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

OCEAN WOODS LANDSCAPING
CO. INC.,
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. ~~2022CJ01103~~ 00078

COMPLAINT

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 FEB 11 PM 1:17

The Plaintiff would respectfully allege and show unto this Honorable Court as follows:

1. The Plaintiff, Ocean Woods Landscaping Co. Inc. ("Ocean Woods"), is a corporation created under the laws of the State of South Carolina and doing business in the Town of Hilton Head Island.

2. That the Plaintiff is informed and believes that the Defendant, Gator Northridge Partners, LLLP, is a Florida Limited Partnership, licensed to conduct business in South Carolina.

3. That on or about March 13, 2017, the Defendant retained the services of the Plaintiff to provide weekly landscaping and clean up services, as well as regular fertilization and weed control at 435 William Hilton Parkway, Hilton Head Island, SC for \$2,730.00 per month, pursuant to a written agreement, copy of which is attached as Exhibit 1 ("Agreement").

4. That the Plaintiff thereafter provided the services set forth under the Agreement. That the Plaintiff has fully complied with the Agreement as to providing the above-referenced services to the Defendant.

5. That Defendant provided thirty (30) days notice of its intent to terminate the Agreement on December 2, 2021, with a termination date of January 2, 2022.

6. That in breach of the parties' Agreement, the Defendant failed and refused to pay for said services in an amount totaling at least \$7,500.00, as reflected in the account statement attached as Exhibit 2.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

7. That each and every allegation set forth in this Complaint is hereby realleged and reiterated as fully as if repeated verbatim herein.

8. That Plaintiff provided non-gratuitous, valuable labor and/or materials for the benefit of the Defendant in the amount of at least \$7,500.00.

9. That Defendant by retaining said services and materials without payment have been unjustly enriched.

WHEREFORE, The Plaintiff prays unto this Court for an Order as follows:

1. For judgment against the Defendant, Gator Northridge Partners, LLC, in the amount of \$7,500.00.
2. For prejudgment interest and the costs of this action.
3. Such other and further relief as this Court may deem just and proper.



Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
russell@russellpattersonlaw.com
lauren@russellpattersonlaw.com
Attorney for Plaintiff

Hilton Head, South Carolina
February 8, 2022



Ocean Woods Landscaping
 67 Union Cemetery Road • Hilton Head Island, SC 29926
 843-688-4000 • www.oceanwoods.com

This Agreement made this 13th day of March, 2017 by and between Gator Northridge Partners, L.L.P. (hereinafter referred to as "Owner") and Ocean Woods Landscaping Co., Inc. (hereinafter referred to as "Contractor").

WHEREAS, Owner wishes to retain the services of the Contractor for the purpose of performing the grounds maintenance of 435 William Hilton Parkway, Hilton Head Island, SC as more fully outlined below.

1. TERM

This agreement shall commence on the 13th day of March, 2017 and remain in effect for a period of one (1) year. This agreement shall automatically renew each year unless Client or Contractor provides thirty (30) day written notice not to renew. Further, Client or Contractor reserves the right to terminate this agreement upon thirty (30) days written notice at any time for any reason whatsoever.

2. SERVICES TO BE PERFORMED

Weekly landscape maintenance to include mowing, edging, pruning, litter and debris pickup, fertilization, and curative herbicide and pesticide applications as more fully described below.

Service Schedule Options	Frequency	Monthly Payment (12 Monthly)
A: 30-gallon site trash cans emptied	Daily (X6)	Included
B: Seasonal Sweeper Cleaner (26 weeks)	One visit per week	\$347.00
C: Weekly service plus 4 daily AM visits for landscape debris and quality control	Daily visit	\$2730.00
D: 2-6" signage bed - seasonal flowers	once per year	\$990 per install
E: Limb up tree canopy - tree removals	As needed	Provide proposal

A. LAWN CARE

- (i) **Mowing:** Grass will be mowed weekly or as often as necessary to maintain a neat appearance (generally weekly during growing season).
- (ii) **Edging:** Mechanical edging around plant beds and walks as desirable to maintain a neat appearance. Ocean Woods is not responsible for buried cables such as pet invisible fences and TV cables.

B. MULCH IN PLANT BEDS

EXHIBIT 1

Annual mulching of planting beds is recommended. Mulch will be provided at an additional charge. Pinestraw, pine bark, shredded hardwood, and/or shredded cypress are available.

C. PRUNING

(i) Plants: A continuous program of pruning will be followed. Plants will be pruned at the best time for flower bud development, foliage growth, and/or health of the plant.

(ii) Trees: Palm fronds, dead limbs, and "trash" will be removed as necessary to eliminate potentially dangerous conditions and to enhance the trees' natural appearance if reachable from ground level with normal equipment (8 to 10 feet). Additional tree work required will be treated on an individual basis with an appropriate charge made.

D. CLEAN-UP OF LITTER

(i) Walkways, Patios, Decks and Driveways: Will be swept, or blown clean, not less than weekly. Landscape debris and trash will be removed from all areas as required to insure neat appearance. Daily monitoring of site 30-gallon trash cans will be conducted on a daily basis and emptied as needed.

E. FERTILIZATION PROGRAM

(i) Grass: Turf will be fertilized two times per year with a complete analysis fertilizer at the appropriate rate. Additional applications are available upon request for an additional fee.

(ii) Plants: A complete analysis fertilizer will be applied to plants as necessary at the appropriate rate in the spring and fall.

F. CHEMICAL SPRAY PROGRAM

(i) Grass: Apply post-emergent herbicides for the control of broadleaf weeds.

Establish a curative* spray program to treat damage from insects. Applications will be made up to once monthly in response to observed damage.

(ii) Plants: Establish a curative* spray program for all plants to treat damage from insects. Applications will be made up to once monthly in response to observed damage from insects.

*Curative applications are made in response to damage that result from insects in turf or on plants. Preventive applications are available and have been recommended as needed above.

G. WEEDING

(i) Beds: Will be maintained weed-free and trash-free mechanically or by chemical control.

(ii) Grass and Weeds Growing Through Pavement: Will be removed mechanically or by chemical control.

H. IRRIGATION SYSTEM MANAGEMENT

It is the Contractor's responsibility to notify Owner if temporary watering is necessary should the irrigation system be inoperable. Owner is to be billed additionally for parts and repairs to electrical system, timing devices or irrigation lines and heads, for damage not caused by the Contractor.

3. ACTS OF GOD DAMAGE

Contractor will not be responsible for damage caused by major flooding or for removal of large trees and debris as a result of unusually high winds or water. Any work performed due to extraordinary circumstances, such as hurricanes, tornados, exceptionally high wind, or freezes, will be charged back to the Owner at applicable rates.

4. INSURANCE

Contractor will maintain a certificate of insurance showing minimum liability coverage in the amount of:

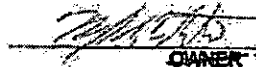
\$100,000/\$300,000	-- Bodily Injury
\$60,000	-- Property Damage
\$1,000	-- Medical Payments

Contractor will also maintain a current certificate of insurance showing coverage for work related injuries.

The fee for the above described services will be \$2730.00 per month.

Darren W. Davis, Account Manager
OCEAN WOODS LANDSCAPING

3-16-17
DATE


OWNER Property Manager

4/3/17
DATE

Billing Address 7850 NW 146th St.
4th Floor
Miami Lakes FL 33016

E-mail accounts payable @oceanwoods.com

Phone (305) 949-0049 Home
(305) 216-0971 Cell

Statement

Date
2/8/2022

To:
Hilton Head Northridge
Ostor Northridge Partners LLLP
7850 NW 146th Street
4th Floor
Miami Lakes, FL 33016

					Amount Due
					\$8,369.51
Date	Transaction				Amount
10/31/2020 11/25/2020	Balance forward INV #11252175, Due 11/25/2020.				2,730.00
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	2,909.51	5,460.00	\$8,369.51

EXHIBIT 2 Page 1

Ocean Woods Landscaping
P. O. Box 5824
Hilton Head Island
SC 29938-5824

Statement

Date
7/18/2022

To:
Hilton Head Northridge Gasor Northridge Partners L.L.P. 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

		Amount Due
		\$8,369.51
Date	Transaction	Amount
10/31/2021	INV.#22524261. Due 10/31/2021. --- Maintenance - \$1 \$2,730.00	2,730.00
12/02/2021	INV #22525097. Due 12/02/2021. --- Maintenance - \$1 \$2,730.00 --- Maintenance - \$1 \$179.51	2,909.51

**STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT**

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

**Bluffton Magistrate
4819 Bluffton Parkway
Bluffton, SC 29910**

on **April 29, 2022 at 9:00 AM** to serve as a party in a Default Hearing in the case of:

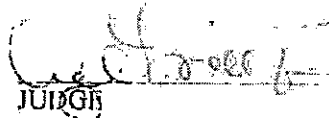
**RE: Ocean Woods Landscaping Vs Gator Northridge Partners, LLLP
Co. Inc**

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: **2022CV0710300078, Summons & Complaint PS.**

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

**Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510**

April 4, 2022

MV42

**IN THE BLUFFTON MAGISTRATE
INSTRUCTIONS FOR TRIALS**

1. It is the responsibility of each party to bring any witnesses and other evidence which they wish the Court to consider.
2. The Court does not accept written statements or estimates, even notarized ones.
3. The Court does not telephone witnesses to take testimony.
4. The Court cannot continue a case because a witness isn't present unless the witness is under subpoena.
5. The Court will issue subpoenas to witnesses if you advise the Court of the name, address and phone number of the witnesses at least four (4) working days before the trial date. **THERE IS AN ADDITIONAL FEE OF \$3.00 FOR THE MAGISTRATE TO PREPARE AND MAIL THE SUBPOENA. IF THE SUBPOENA MUST BE SERVED BY A DEPUTY, THERE IS AN ADDITIONAL \$8.00 FEE THAT MUST BE PAID TO THE COURT FOR SERVICE OF THE SUBPOENA.**
6. The parties should meet 15 minutes before Court time to exchange copies of any documents they plan to use; to show each other any photographs and/or exhibits they plan to use and to discuss possible settlement of their differences.
7. If an emergency arises (not mere inconvenience) and you cannot be in Court on the scheduled date, you must notify the Court immediately.
8. Proper attire is required to enter the Courtroom. **NO SHORTS, HATS, FLIP FLOPS, CUT OFF SHIRTS, TANK TOPS, PAJAMAS, OR SAGGING PANTS. NO CELL PHONES OR ELECTRONIC DEVICES ALLOWED.** All bags and purses are subject to be searched. You must check in before entering the Courtroom. Identification will be requested if you intend to enter the Courtroom.
9. If you are a business and are going to be represented by a Non-Lawyer, a Non-Lawyer Authorization Form must be filed with the court. (See 33-1-103 SC Code of Laws)
10. Any evidence on an electronic device should be converted to a format (written, CD, etc.) for the court to keep in evidence. If you present your electronic device with evidence on a device, it may be kept by the court during trial and pending any appeals.

MV153

Exhibit "A"

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2022CV071030007

2022 APR - 1 AM 8:10

MOTION FOR DEFAULT JUDGMENT

TO: DEFENDANT GATOR NORTHRIDGE PARTNERS, LLLP

You will please take notice that Plaintiff, Ocean Woods Landscaping Co., Inc., by and through its undersigned counsel, pursuant to Rule 11, SCRMC, hereby moves for a Default Judgment in this matter on the following grounds:

1. That the Summons and Complaint were properly filed and served upon Defendant, Gator Northridge Partners, LLLP, on February 21, 2022, as reflected in the Affidavit of Service on filed with the Court.
2. That the Complaint sought damages in the specific, liquidated amount of \$7,500.
3. That the total amount of the judgment that Plaintiff seeks is thus \$7,500.

Plaintiff Ocean Woods Landscaping Co. Inc. so moves.



Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300

Hilton Head, South Carolina
March 28, 2022

lauren@russellpattersonlaw.com
Attorney for Plaintiff

APR 25 2022

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

Defendant.

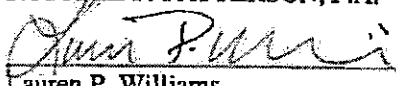
IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

AFFIDAVIT OF DEFAULT

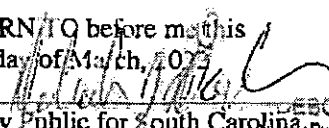
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BEAUFORT MAGISTRATE COURT
2022 APR -1 AM 8:10

PERSONALLY APPEARED before me, LAUREN P. WILLIAMS, of the Law Firm of Russell P. Patterson, P.A., who, upon being duly sworn, states that she is the attorney for the Plaintiff above-named and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant **Gator Northridge Partners, LLLP**, and that no Answer, Demurrer or Notice of Appearance has been served by said parties as required under the SCRCP; and that said Defendant is not a member of the military service and said Defendant is in default.

RUSSELL P. PATTERSON, P.A.


Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
Attorney for Plaintiff

SWORN TO before me this
28th day of March, 2022


DEBORAH J. TAYLOR
Notary Public, State of South Carolina
My Commission Expires: 10/24/2027

**CORPORATE CREATIONS®**

Registered Agent • Director • Incorporation

Corporate Creations Network Inc.

801 US Highway 1 North Palm Beach, FL 33408

GATOR NORTHRIDGE PARTNERS, LLLP
 Marc L. Shandler General Counsel
 Gator Investments Inc.
 PO Box 36606
 Charlotte NC 28236

02/21/2022

SERVICE OF PROCESS NOTICEThe following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Item: 2022-7

Note: Any questions regarding the substance of the matter described below, including the status or how to respond, should be directed to the contact set forth in line 12 below or to the court or government agency where the matter is being heard. **IMPORTANT:** All changes or updates to the SOP contact individuals or their contact information must be submitted in writing to SOPcontact@corporatecreations.com. Any changes will become effective upon written confirmation of Corporate Creations.

1.	Entity Served:	GATOR NORTHRIDGE PARTNERS, LLLP
2.	Title of Action:	Ocean Woods Landscaping Co. Inc. vs. Gator Northridge Partners LLLP
3.	Document(s) Served:	Summons Answer Address Change Form Instructions for Defendant
4.	Court/Agency:	Beaufort County Magistrate's Court
5.	State Served:	South Carolina
6.	Case Number:	2022CV0710300078
7.	Case Type:	Quantum Meruit
8.	Method of Service:	Hand Delivered
9.	Date Received:	Monday 02/21/2022
10.	Date to Client:	Monday 02/21/2022
11.	# Days When Answer Due: Answer Due Date:	30 Wednesday 03/23/2022
		CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of the service in their records matches the Date Received.
12.	Sop Sender: (Name, City, State, and Phone Number)	Russell P. Patterson, P.A. Hilton Head Island, SC 843-841-9300
13.	Shipped To Client By:	Email Only with PDF Link
14.	Tracking Number:	
15.	Handled By:	411
16.	Notes:	Also Attached: • Complaint
NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.		

801 US Highway 1 North Palm Beach, FL 33408 Tel: (561) 694-6107 Fax: (561) 694-1639
 www.CorporateCreations.com

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2022CV0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Ocean Woods Landscaping Co. Inc
P.O. Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201
DEFENDANT(S)

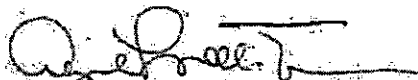
TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 253-5610
Fax: (843) 253-9510

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial. If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

February 14, 2022

MV38 SCCA/760 (Amended 12/2015)

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

2022CV0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, L.L.P.
7850 NW 146th Street
Columbia, SC 29201

DEFENDANT(S)

On _____ I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the Bluffton Magistrate, is as follows:

CHECK ONE:

A. ☐ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☐ I deny that I am responsible at all because: (use additional pages if necessary)

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: _____

SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

PLEASE RETURN TO:

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

MV2

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
c/o Lauren P. Williams, Esq.
Russell P. Patterson, P.A.
P.O. Box 8047
Hilton Head, SC 29938

Plaintiff,

v.

Gator Northridge Partners, LLLP
6650 Rivers Ave.
North Charleston, SC 29406

Defendant.

IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 APR 26 AM 8:35

AFFIDAVIT OF Joseph P. Short

PERSONALLY appeared before me, Joseph P Short, Jr. who being duly sworn deposes and says:

1. That I am an adult and competent to make this affidavit.
2. That I am a representative of Ocean Woods Landscaping Co. Inc. and am one of the persons charged with the responsibility of keeping the records of Plaintiff, including Defendant Gator Northridge Partners, LLP's account.
3. That the total amount due on Defendant's account is \$8,369.51 pursuant to the invoices attached hereto as Exhibit 1.
4. That Plaintiff understands and acknowledges that the jurisdictional limit of the Magistrate Court is \$7,500 and is thus willing to reduce the total amount owed by Defendant to \$7,500 for the purpose of this proceeding.

FURTHER SAYETH AFFIANT NAUGHT.

SWORN TO before me this

20th day of April, 2022

Deborah J. Taylor
Notary Public for South Carolina
My Commission Expires: 10/24/2027

Joseph P. Short

Statement

Date
2/8/2022

					Amount Due
					\$8,369.51
Date	Transaction				Amount
10/31/2020 11/25/2020	Balance forward INV #11252175 Due 11/25/2020.				2,730.00
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	2,909.51	5,460.00	\$8,369.51

Statement

Ocean Woods Landscaping
P. O. Box 5824
Hilton Head Island
SC 29938-5824

Date
2/8/2022

To:
Hilton Head Northridge Gator Northridge Partners LLLP 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

					Amount Due
					\$8,369.51
Date	Transaction				Amount
10/31/2021	INV #22524261, Due 10/31/2021, --- Maintenance - \$1 \$2,730.00				2,730.00
12/02/2021	INV #22525097, Due 12/02/2021, --- Maintenance - \$1 \$2,730.00 --- Maintenance - \$1 \$179.51				2,909.51
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	2,909.51	5,460.00	\$8,369.51

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)
**IN THE MAGISTRATE'S
COURT**

)
)
)
2022CV0710300078
CIVIL CASE NUMBER

OCEAN WOODS LANDSCAPING CO. INC.
c/o Inc.
P.O. Box 5824
Hilton Head Island, SC 29928

)
)
)
)
)
Plaintiff,

v.

)
)
)
)
)
GATOR NORTHRIDGE PARTNERS, LLLP
7850 NW 146th Street, 4th floor
Miami Lakes, FL 33016

)
)
)
)
)
Defendant.

**AFFIDAVIT OF
MARC SHANDLER**

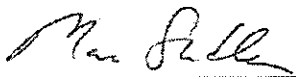
Personally appeared before me, Marc Shandler, who being first duly sworn, deposes and says:

1. As General Counsel for Gator Northridge, LLC, a Florida limited liability company, the General Partner of the Defendant (collectively referred to as "Gator"), I make this Affidavit in support of this Court setting aside the Default Judgment entered against the Defendant.
2. The Complaint, attached hereto as Exhibit "A," was received by Heather Hedges by e-mail on February 21, 2021 (on which I was copied), as transmitted by Gator's agent for service of process Corporate Creations.

EXHIBIT 3

3. As part of our internal process all legal matters, filings, lawsuits and other pleadings that are sent to or served upon Gator are received by Heather Hedges, who is employed by Gator as an Executive Assistant. In Heather's role as Executive Assistant, her duties include, being responsible for receiving, documenting receipt, calendaring all dates in connection therewith, and forwarding all lawsuits and related legal documents that are received in the office, to local counsel of record.
4. When the Complaint was received, Heather was out of the office on maternity leave from January 5, 2022 through April 5, 2022, and I was not aware that the temporary replacement for Heather had not been trained to handle electronic service of process.
5. I failed to file cause an Answer on Gator's behalf within the time period required because due to Heather's absence I was not aware that the Complaint had not been forwarded to local counsel.
6. I only became aware of Gator's failure to file an Answer when I was notified by Heather we received a Service of Process Notice of the Motion for Default Judgment in this matter on April 26, 2022, a copy of which is attached hereto as Exhibit "B".
7. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 5-5-2022



Marc Shandler

STATE OF

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of May, 2022 (date) by Marc Shandler, who is personally known to me.

Sworn to and subscribed before me

[Signature]
This 5 day of May, 2022
Notary Public for State of Florida
My commission expires: 6/13/2024

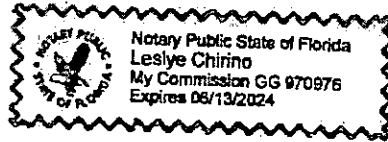


Exhibit "A"

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. ~~2022-16-1103~~ 00078

COMPLAINT

RECEIVED
BEAUFORT MAGISTRATE COURT
2022 FEB 11 PM 1:17

The Plaintiff would respectfully allege and show unto this Honorable Court as follows:

1. The Plaintiff, Ocean Woods Landscaping Co. Inc. ("Ocean Woods"), is a corporation created under the laws of the State of South Carolina and doing business in the Town of Hilton Head Island.

2. That the Plaintiff is informed and believes that the Defendant, Gator Northridge Partners, LLLP, is a Florida Limited Partnership, licensed to conduct business in South Carolina.

3. That on or about March 13, 2017, the Defendant retained the services of the Plaintiff to provide weekly landscaping and clean up services, as well as regular fertilization and weed control at 435 William Hilton Parkway, Hilton Head Island, SC for \$2,730.00 per month, pursuant to a written agreement, copy of which is attached as Exhibit 1 ("Agreement").

4. That the Plaintiff thereafter provided the services set forth under the Agreement. That the Plaintiff has fully complied with the Agreement as to providing the above-referenced services to the Defendant.

5. That Defendant provided thirty (30) days notice of its intent to terminate the Agreement on December 2, 2021, with a termination date of January 2, 2022.

6. That in breach of the parties' Agreement, the Defendant failed and refused to pay for said services in an amount totaling at least \$7,500.00, as reflected in the account statement attached as Exhibit 2.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

7. That each and every allegation set forth in this Complaint is hereby realleged and reiterated as fully as if repeated verbatim herein.

8. That Plaintiff provided non-gratuitous, valuable labor and/or materials for the benefit of the Defendant in the amount of at least \$7,500.00.

9. That Defendant by retaining said services and materials without payment have been unjustly enriched.

WHEREFORE, The Plaintiff prays unto this Court for an Order as follows:

1. For judgment against the Defendant, Gator Northridge Partners, LLC, in the amount of \$7,500.00.
2. For prejudgment interest and the costs of this action.
3. Such other and further relief as this Court may deem just and proper.



Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
russell@russellpattersonlaw.com
lauren@russellpattersonlaw.com
Attorney for Plaintiff

Hilton Head, South Carolina
February 8, 2022



Ocean Woods Landscaping

67 Union Cemetery Road • Hilton Head Island, SC 29926
843-682-4000 • www.oceanwoods.com

This Agreement made this 13th day of March, 2017 by and between Gator Northridge Partners LLP (hereinafter referred to as "Owner") and Ocean Woods Landscaping Co., Inc. (hereinafter referred to as "Contractor").

WHEREAS, Owner wishes to retain the services of the Contractor for the purpose of performing the grounds maintenance of 455 William Hilton Parkway, Hilton Head Island, SC as more fully outlined below.

1. TERM

This agreement shall commence on the 13th day of March, 2017 and remain in effect for a period of one (1) year. This agreement shall automatically renew each year unless Client or Contractor provides thirty (30) day written notice not to renew. Further, Client or Contractor reserves the right to terminate this agreement upon thirty (30) days written notice at any time for any reason whatsoever.

2. SERVICES TO BE PERFORMED

Weekly landscape maintenance to include mowing, edging, pruning, litter and debris pickup, fertilization, and curative herbicides and pesticide applications as more fully described below.

Service Schedule Options	Frequency	Monthly Payment (12 Monthly)
A: 30-gallon site trash cans emptied	Daily (X'd)	Included
B: Seasonal Sweeper Cleaner (26 weeks)	One visit per week	\$347.00
C: Weekly service plus 4 daily AM visits for landscape debris and quality control	Daily visit	\$2730.00
D: 2-Signage bed - seasonal flowers	Twice per year	\$890 per install ..
E: Limb up tree canopy - tree removals	As needed	Provide proposal.

A. LAWN CARE

- (i) **Mowing:** Grass will be mowed weekly or as often as necessary to maintain a neat appearance (generally weekly during growing season).
- (ii) **Edging:** Mechanical edging around plant beds and walks as desirable to maintain a neat appearance. Ocean Woods is not responsible for buried cables such as pet invisible fences and TV cables.

B. MULCH IN PLANT BEDS

EXHIBIT 1

Annual mulching of planting beds is recommended. Mulch will be provided at an additional charge. Pinestraw, pine bark, shredded hardwood, and/or shredded cypress are available.

C. PRUNING

(i) Plants: A continuous program of pruning will be followed. Plants will be pruned at the best time for flower bud development, foliage growth, and/or health of the plant.

(ii) Trees: Palm fronds, dead limbs, and "trash" will be removed as necessary to eliminate potentially dangerous conditions and to enhance the trees' natural appearance if reachable from ground level with normal equipment (8 to 10 feet). Additional tree work required will be treated on an individual basis with an appropriate charge made.

D. CLEAN-UP OF LITTER

(i) Walkways, Patios, Decks and Driveways: Will be swept, or blown clean, not less than weekly. Landscape debris and trash will be removed from all areas as required to insure neat appearance. Daily monitoring of site 30-gallon trash cans will be conducted on a daily basis and emptied as needed.

E. FERTILIZATION PROGRAM

(i) Grass: Turf will be fertilized two times per year with a complete analysis fertilizer at the appropriate rate. Additional applications are available upon request for an additional fee.

(ii) Plants: A complete analysis fertilizer will be applied to plants as necessary at the appropriate rate in the spring and fall.

F. CHEMICAL SPRAY PROGRAM

(i) Grass: Apply post-emergent herbicides for the control of broadleaf weeds.

Establish a curative* spray program to treat damage from insects. Applications will be made up to once monthly in response to observed damage.

(ii) Plants: Establish a curative* spray program for all plants to treat damage from insects. Applications will be made up to once monthly in response to observed damage from insects.

*Curative applications are made in response to damage that result from insects in turf or on plants. Preventive applications are available and have been recommended as needed above.

G. WEEDING

(i) Beds: Will be maintained weed-free and trash-free mechanically or by chemical control.

(ii) Grass and Weeds Growing Through Pavement: Will be removed mechanically or by chemical control.

H. IRRIGATION SYSTEM MANAGEMENT

It is the Contractor's responsibility to notify Owner if temporary watering is necessary should the irrigation system be inoperable. Owner is to be billed additionally for parts and repairs to electrical system, timing devices or irrigation lines and heads, for damage not caused by the Contractor.

3. ACTS OF GOD DAMAGE

Contractor will not be responsible for damage caused by major flooding or for removal of large trees and debris as a result of unusually high winds or water. Any work performed due to extraordinary circumstances, such as hurricanes, tornados, exceptionally high wind, or freezes, will be charged back to the Owner at applicable rates.

4. INSURANCE

Contractor will maintain a certificate of insurance showing minimum liability coverage in the amount of:

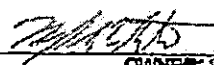
\$100,000/\$300,000	- Bodily Injury
\$50,000	- Property Damage
\$1,000	- Medical Payments

Contractor will also maintain a current certificate of insurance showing coverage for work related injuries.

The fee for the above described services will be \$2730.00 per month.

Darren W. Davis, Account Manager
OCEAN WOODS LANDSCAPING

3-16-17
DATE


OWNER Property Manager

4/3/17
DATE

Billing Address 7850 NW 14th St
4th Floor
Miami Lakes FL 33046

E-mail accounts payable@gatoriny.com

Phone (305) 949-9049 Home
(305) 246-0974 Cell

Ocean Woods Landscaping
P. O. Box 5824
Hilton Head Island
SC 29938-5824

Statement

Date
2/8/2022

To:
Hilton Head Northridge Gator Northridge Partners L.L.P. 7850 NW 146th Street 4th Floor Miami Lakes, FL 33016

		Amount Due			
		\$8,369.51			
Date	Transaction	Amount			
10/31/2021	INV: #22524261, Due 10/31/2021. --- Maintenance - \$1 \$2,730.00	2,730.00			
12/02/2021	INV #22525097, Due 12/02/2021. --- Maintenance - \$1 \$2,730.00 --- Maintenance - \$1 \$179.51	2,909.51			
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	2,909.51	5,460.00	\$8,369.51

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Bluffton Magistrate
4819 Bluffton Parkway
Bluffton, SC 29910

on April 29, 2022 at 9:00 AM to serve as a party in a Default Hearing in the case of:

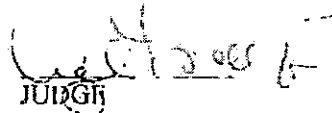
RE: Ocean Woods Landscaping Vs Gator Northridge Partners, LLLP
Co. Inc

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2022CV0710300078, Summons & Complaint PS.

**HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.**


JUDGE

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

April 4, 2022

MV42

**IN THE BLUFFTON MAGISTRATE
INSTRUCTIONS FOR TRIALS**

1. It is the responsibility of each party to bring any witnesses and other evidence which they wish the Court to consider.
2. The Court does not accept written statements or estimates, even notarized ones.
3. The Court does not telephone witnesses to take testimony.
4. The Court cannot continue a case because a witness isn't present unless the witness is under subpoena.
5. The Court will issue subpoenas to witnesses if you advise the Court of the name, address and phone number of the witnesses at least four (4) working days before the trial date. **THERE IS AN ADDITIONAL FEE OF \$3.00 FOR THE MAGISTRATE TO PREPARE AND MAIL THE SUBPOENA. IF THE SUBPOENA MUST BE SERVED BY A DEPUTY, THERE IS AN ADDITIONAL \$8.00 FEE THAT MUST BE PAID TO THE COURT FOR SERVICE OF THE SUBPOENA.**
6. The parties should meet 15 minutes before Court time to exchange copies of any documents they plan to use; to show each other any photographs and/or exhibits they plan to use and to discuss possible settlement of their differences.
7. If an emergency arises (not mere inconvenience) and you cannot be in Court on the scheduled date, you must notify the Court immediately.
8. Proper attire is required to enter the Courtroom. **NO SHORTS, HATS, FLIP FLOPS, CUT OFF SHIRTS, TANK TOPS, PAJAMAS, OR SAGGING PANTS. NO CELL PHONES OR ELECTRONIC DEVICES ALLOWED.** All bags and purses are subject to be searched. You must check in before entering the Courtroom. Identification will be requested if you intend to enter the Courtroom.
9. If you are a business and are going to be represented by a Non-Lawyer, a Non-Lawyer Authorization Form must be filed with the court. (See 33-1-103 SC Code of Laws)
10. Any evidence on an electronic device should be converted to a format (written, CD, etc.) for the court to keep in evidence. If you present your electronic device with evidence on a device, it may be kept by the court during trial and pending any appeals.

Exhibit "B"

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
OCEAN WOODS LANDSCAPING)
CO. INC.,)
P.O. Box 5824)
Hilton Head Island, SC 29928)

Plaintiff,)

v.)

Gator Northridge Partners, LLLP)
7850 NW 146th Street)
Columbia, SC 29201)

Defendant.)

IN THE MAGISTRATE'S COURT

CIVIL CASE NO. 2022CV0710300078

2022 APR -1 AM 8:10

MOTION FOR DEFAULT JUDGMENT

TO: DEFENDANT GATOR NORTHRIDGE PARTNERS, LLLP

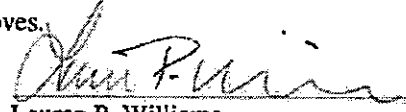
You will please take notice that Plaintiff, Ocean Woods Landscaping Co., Inc., by and through its undersigned counsel, pursuant to Rule 11, SCRMC, hereby moves for a Default Judgment in this matter on the following grounds:

1. That the Summons and Complaint were properly filed and served upon Defendant, Gator Northridge Partners, LLLP, on February 21, 2022, as reflected in the Affidavit of Service on filed with the Court.

2. That the Complaint sought damages in the specific, liquidated amount of \$7,500.

3. That the total amount of the judgment that Plaintiff seeks is thus \$7,500.

Plaintiff Ocean Woods Landscaping Co. Inc. so moves.


Lauren P. Williams
Russell P. Patterson, P.A.
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300

Hilton Head, South Carolina
March 28, 2022

lauren@russellpattersonlaw.com
Attorney for Plaintiff

APR 25 2022

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
OCEAN WOODS LANDSCAPING
CO. INC.,
P.O. Box 5824
Hilton Head Island, SC 29928

Plaintiff,

v.

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

Defendant.

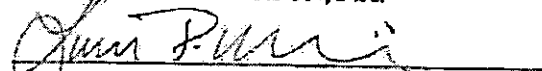
IN THE MAGISTRATE'S COURT
CIVIL CASE NO. 2022CV0710300078

AFFIDAVIT OF DEFAULT

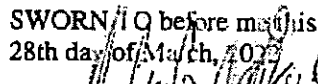
RECEIVED
BEAUFORT MAGISTRATE COURT
2022 APR -1 AM 8:10

PERSONALLY APPEARED before me, LAUREN P. WILLIAMS, of the Law Firm of Russell P. Patterson, P.A., who, upon being duly sworn, states that she is the attorney for the Plaintiff above-named and that more than thirty (30) days have elapsed since the service of the Summons and Complaint, exclusive of the date of service, upon the Defendant **Gator Northridge Partners, LLLP**, and that no Answer, Demurrer or Notice of Appearance has been served by said parties as required under the SCRCP; and that said Defendant is not a member of the military service and said Defendant is in default.

RUSSELL P. PATTERSON, P.A.


Lauren P. Williams
P.O. Drawer 8047
Hilton Head Island, SC 29938
(843) 341-9300
Attorney for Plaintiff

SWORN/10 before me this
28th day of March, 2022


DEBORAH J. TAYLOR
Notary Public, State of South Carolina
My Commission Expires: 10/24/2027

**CORPORATE CREATIONS®**

Registered Agent • Director • Incorporation

Corporate Creations Network Inc.

801 US Highway 1 North Palm Beach, FL 33408

GATOR NORTHRIDGE PARTNERS, LLLP

Marc L. Shandler General Counsel

Gator Investments Inc.

PO Box 36606

Charlotte NC 28236

02/21/2022

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). ALL information should be verified by you.

Item: 2022-7

Note: Any questions regarding the substance of the matter described below, including the status or how to respond, should be directed to the contact set forth in line 12 below or to the court or government agency where the matter is being heard. IMPORTANT: All changes or updates to the SOP contact individual or their contact information must be submitted in writing to SOPcontact@corpcreations.com. Any changes will become effective upon written confirmation of Corporate Creations.

1.	Entity Served:	GATOR NORTHRIDGE PARTNERS, LLLP
2.	Title of Action:	Ocean Woods Landscaping Co. Inc. vs. Gator Northridge Partners LLLP
3.	Document(s) Served:	Summons Answer Address Change Form Instructions for Defendant
4.	Court/Agency:	Beaufort County Magistrate's Court
5.	State Served:	South Carolina
6.	Case Number:	2022CV0710300078
7.	Case Type:	Quantum Meruit
8.	Method of Service:	Hand Delivered
9.	Date Received:	Monday 02/21/2022
10.	Date to Client:	Monday 02/21/2022
11.	# Days When Answer Due: Answer Due Date:	30 Wednesday 03/23/2022 CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of the service in their records matches the Date Received.
12.	Sop Sender: (Name, City, State, and Phone Number)	Russell P. Patterson, P.A. Hilton Head Island, SC 843-341-9300
13.	Shipped To Client By:	Email Only with PDF Link
14.	Tracking Number:	
15.	Handled By:	411
16.	Notes:	Also Attached: * Complaint

NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.

801 US Highway 1 North Palm Beach, FL 33408 Tel: (561) 694-8107 Fax: (561) 694-1639
www.CorporateCreations.com

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
)
)

2022CV0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

V,

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

DEFENDANT(S)

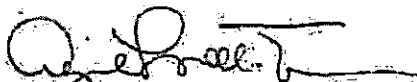
TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within **THIRTY** days from the first day after receipt of this summons. Your Answer must be received by the:

Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
Phone: (843) 255-5610
Fax: (843) 255-9510

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial. If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:


JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

February 14, 2022

MY38 SOCA/700 (Amended 12/2015)

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

2022CV0710300078
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Ocean Woods Landscaping Co. Inc
P.O Box 5824
Hilton Head Island, SC 29928

PLAINTIFF(S)

Vs

Gator Northridge Partners, LLLP
7850 NW 146th Street
Columbia, SC 29201

DEFENDANT(S)

On _____ I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the Bluffton Magistrate, is as follows:

CHECK ONE:

A. ☐ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☐ I deny that I am responsible at all because: (use additional pages if necessary)

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: _____

SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

PLEASE RETURN TO:
Bluffton Magistrate
4819 Bluffton Parkway
Post Office Box 840
Bluffton, SC 29910-0840
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