

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE ) 2022-CP-23-05403

Ronald Soles, )

Plaintiff, )

vs. )

IOAN Gherman d/b/a USA Auto )

Transport, LLC and Jason )

Brockman d/b/a JNJ Transport, )

LLC, )

Defendants. )

Transcript of Record

March 23, 2023

**RECEIVED**

**Jul 17 2023**

**SC Court of Appeals**

**B E F O R E:**

Honorable Bentley Price  
Horry County Courthouse  
Conway, South Carolina  
\*VIA WEBEX REMOTE HEARING\*

**A P P E A R A N C E S:**

Simone Holloway, Esquire  
James S. Craven, Esquire  
**Attorneys for Plaintiff**

Brian T. Smith, Esquire  
**Attorney for Defendant**

Sallie Beth Todd  
**Official Court Reporter**



1           **THE COURT:** All right. Can everyone here me?

2           **MR. SMITH:** Yes, sir, Your Honor.

3           **THE COURT:** All right. So I'm not sure -- I've read the  
4 motion, but obviously I haven't had any memorandums or  
5 anything. Judge Gravely just contacted my office and said  
6 that I needed to hear this today, so we've set it up. So what  
7 are the motions that we need to have heard today?

8           **MR. SMITH:** We have a motion for a new trial (inaudible)

9 ---

10          **THE COURT:** You have to talk into the camera, I can't  
11 hear you. When you lean I can't hear you.

12          **MR. SMITH:** Yes, sir. We have a motion for a new trial  
13 or hearing or to amend the judgment. We also have a motion to  
14 set surety.

15          **THE COURT:** What's a motion to set surety?

16          **MR. SMITH:** We're just asking that it's (inaudible) 18-9-  
17 150 we're just asking that given the fact that -- it's part of  
18 my other motion, but we feel like we should have a new  
19 hearing. And we also have filed an appeal and we just want  
20 to see if we can set surety and allow him to post a reasonable  
21 bond for the car, or in the alternative a neutral (inaudible)  
22 but we would ask for a surety.

23          **THE COURT:** All right. It's your motion ---

24          **MR. SMITH:** And we can (inaudible) ---

25          **THE COURT:** He's going in and out. Hold on, Mr. Smith,

1 you're going in and out.

2 **MR. CRAVEN:** You're going in and out, Brian.

3 **THE COURT:** All right. Mr. Smith, can you hear us?

4 **MR. CRAVEN:** Yes, sir, I can, Your Honor.

5 **THE COURT:** We lost you at -- the last thing I heard you  
6 say was 18-9-150, and then I said okay, they're your motions.

7 **MR. SMITH:** Yes, sir. (Inaudible)

8 **THE COURT:** Go figure it out or just tell them we'll do  
9 it another day.

10 **(HEARING IS IN RECESS)**

11 **THE COURT:** All right. Do we have everybody back?

12 **MR. SMITH:** Yes, sir, Your Honor.

13 **THE COURT:** All right. They're your motions -- they're  
14 your motions, I'll be happy to hear from you.

15 **MR. SMITH:** Yes, sir Your Honor. We have new evidence  
16 and we have filed a motion for a new trial. Ron Soles is not  
17 the legal owner, the owner is Evelyn Soles. That's critical  
18 because under South Carolina law the title holder is the  
19 owner.

20 Now, I know you said you didn't have time, and I'm sorry  
21 that -- thank you for hearing this motion so expeditiously.  
22 But on the sixth page of my memo, let me just read this. By  
23 submitting your order, you authorize Linus to provide your  
24 contact information and all order details to prospective  
25 carriers and represent and warrant that you are the registered

1 legal owner of the vehicle, or that you have been duly  
2 authorized by the legal owner of the vehicle to enter into  
3 this agreement and acquire service to transport the vehicle.  
4 That element was never approved at the original hearing, and  
5 of course summary judgement was granted, so discovery, you  
6 know, we never went through the full process.

7 Now, the reason why we're asking for surety is so that,  
8 you know, he can post a bond. You do have an option of a  
9 neutral, but we would ask that he would be able to post a bond  
10 while this new hearing would be heard. He has instructed me,  
11 and I'm only trying to protect the client's rights here, Your  
12 Honor, he's instructed me to file a Notice of Appeal and we  
13 filed the same similar motion for surety and a Notice of  
14 Appeal, but that is held in abeyance until these motions are  
15 heard.

16 You can look in the e-file and it will show that the  
17 North Carolina vehicle shows Evelyn Soles, and that may very  
18 be a grandmother, she's 80 something years old, but we need to  
19 -- I'm not allowed to contract on my sister's car unless I  
20 have been duly (inaudible) -- that's why we're asking for a  
21 new hearing. I think it's only fair. That's kind of where  
22 we're at.

23 And by the way, Mr. Craven had asked for proof that the  
24 car isn't sold or anything like that. I can understand the  
25 plaintiff's worries about that, so I sent Simone yesterday,

1 and she received, timestamped photos of the car being in his  
2 storage. So the car does exist, at least as far as that photo  
3 says, as far as I know, it's not been sold.

4 **THE COURT:** All right.

5 **MR. CRAVEN:** I'm going to allow Simone to handle this.  
6 She did such a good job at the summary judgment motion; I'm  
7 going to allow her to take this one too.

8 **THE COURT:** All right. Yes, ma'am.

9 **MS. HOLLOWAY:** Yes, Your Honor. Simone Holloway here for  
10 Mr. Soles. In response to the defendant's motion we responded  
11 with that the issue in question is not whether or not the  
12 vehicle belonged to the plaintiff because the plaintiff  
13 entered into a contract with Mr. Brockman and Mr. Brockman  
14 breached that contract.

15 And to answer that contention, the vehicle was actually  
16 given by the grandmother, Ms. Evelyn Soles, to Mr. Soles. And  
17 before the title could be transferred through the DMV he had  
18 to have possession of the vehicle. And since the vehicle has  
19 not been able to be released back to Mr. Soles, he hasn't been  
20 able to transfer the title as required through the DMV.

21 On February 24<sup>th</sup>, Judge, we were before you and you  
22 granted our motion for summary judgment finding that his  
23 client was supposed to deliver the vehicle the following day,  
24 a Saturday, by 5 P.M. The client has not done that. He has  
25 purposely and willfully kept the vehicle and chose not to

1 comply with that order.

2 Also whether or not, like I mentioned before, the vehicle  
3 is in Mr. Soles name or his grandmother's name, who was the  
4 gift giver in this situation, is moot. The issue before us is  
5 a breach of contract. That contract has been breached, and  
6 Your Honor, you believed that to be the case because you  
7 affirmly (sic) granted the motion. And so our client is  
8 still without possession of his vehicle and he's expending  
9 money and time away from work to have to appear to these  
10 various hearings upon this same issue.

11 We would ask in response to the defendant's surety bond  
12 that either he -- the bond is set for \$50,000, which is the  
13 value of the car plus all of the time that's spent to -- it's  
14 a car that's doing reconstruction and restoration, or he  
15 release the vehicle as instructed on the 24<sup>th</sup>. Thank you, Your  
16 Honor.

17 **MR. SMITH:** Your Honor, if I may follow up with a reply?

18 **THE COURT:** Sure.

19 **MR. SMITH:** Okay. First of all, you have to have the  
20 contractual capability and capacity. Their argument is that  
21 Ron Soles entered into an agreement or a contract with my  
22 defendant. However, the very black letter law of the contract  
23 I read to you is you have to be the registered owner, or you  
24 have to be duly authorized by the legal owner of the vehicle.

25 Now, this is just a motion hearing to reopen the larger

1 hearing. We're not arguing whether it's his grandmother or  
2 not, but we at least should be able to have a new hearing  
3 heard where Ron Soles can establish that he had -- was duly  
4 authorized to have entered into this contract because if he  
5 has no contractual capacity, and he has not fixed the title,  
6 and that would mean he sued my client without any contractual  
7 capacity and wrongfully put down that he was the legal owner  
8 of the contract.

9 In addition, Your Honor, my client is unable to put a  
10 mechanics lien on the vehicle because of the name he was  
11 (inaudible) Ron Soles because he held out in the contract that  
12 he was in fact the owner, when in fact he was not, it was  
13 Evelyn Soles. And All I'm asking for is we can do a surety  
14 bond, you know, in the Judge's discretion and then have a new  
15 hearing. I think that would be fair until we can have it  
16 established that Ron Soles was duly authorized to enter into  
17 this contract, because otherwise we never had that element  
18 proved by the plaintiff, and therefore the contract would be  
19 null and void. They have no power to sue Mr. Brockman, and I  
20 mean that's where we're at, Your Honor.

21 **MR. CRAVEN:** Your Honor, if I may?

22 My client has the title to that car with the  
23 grandmother's signature on it. We can provide that title.  
24 It's in his name. I'm sorry there's not a DMV record, but  
25 that's not required. His grandmother signed that title over

1 on the back of that title as you would with the sale of a car  
2 on any title, and he has that in his possession. He is the  
3 legal owner of that car.

4 **MR. SMITH:** Your Honor, I think that's a key element that  
5 needs to be heard before Your Honor if you could keep  
6 jurisdiction. And I have, you know, Exhibit A to my motion to  
7 set a new trial showing the North Carolina vehicle record that  
8 he is not the owner of that car, it is Evelyn Soles. And my  
9 client should have due process rights to know if, you know, if  
10 in fact Ron Soles even had the ability to enter into this  
11 contract because if he didn't everything is null and void. He  
12 had no right to sue my client.

13 **MR. CRAVEN:** Your Honor, I think also this is ---

14 **THE COURT:** Well here's my position is that this is  
15 wholly, all of this, is solely frivolous. All of this is on  
16 behalf of Mr. Brockman to delay the proceeding, one hundred  
17 percent. But the question is why? He's only entitled to  
18 \$450. I ordered he be paid the \$450. He would simply accept  
19 the \$450 that he is entitled to per the contract, and so what  
20 is the benefit of consistently delaying these hearings when I  
21 have ordered him to receive what he is legally and rightfully  
22 entitled to. This makes absolutely no sense to me. I ordered  
23 that he gets his money, so what is Mr. Brockman's position?  
24 Why go through all of this? It's not like I'm cheating him  
25 out of anything. He had a contract for \$450; I ordered them

1 to pay the \$450. That's it.

2 **MR. SMITH:** May I, Your Honor?

3 **THE COURT:** I'd love to know the reason.

4 **MR. SMITH:** Okay. I -- I, you know, I have to represent  
5 my client.

6 **THE COURT:** I understand that. My question is, I'm not  
7 asking for attorney/client privileged information, I'm just  
8 under -- I'm not getting what is the benefit of him  
9 continuously delaying this.

10 **MR. SMITH:** Well he feels that he's entitled to storage  
11 fees under the Federal Motor Safety Act and he sent me -- what  
12 happened is he feels like he waited for an ---

13 **THE COURT:** But he's storing it illegally in my opinion.  
14 He is basically converted that car to his own. I mean he's  
15 basically committed conversion.

16 **MR. SMITH:** I mean it's his belief that the Federal Motor  
17 Safety Act allows him to store a vehicle for nonpayment, and  
18 he also -- just so you know, Your Honor, I'm not trying to cut  
19 you off, and I'm not trying to be frivolous, and not trying to  
20 be disrespectfully, I'm just trying to represent and do my  
21 job. He had to pick a car up in Charlotte, that's why he  
22 couldn't wait. That's what I was trying to say in the  
23 original hearing, that time is money. He sets a \$50,000 bond,  
24 you're so expeditiously kind to hear this hearing so well,  
25 there's no prejudice to the plaintiff. We can go through the

1 process, prove that he's duly -- they can prove that Ron Soles  
2 had been duly approved by Evelyn Soles, and then after that,  
3 that would be it. Now, we do have an appeal standing, but I  
4 mean it's held in abeyance until these motions are heard.

5 **THE COURT:** All right.

6 **MR. SMITH:** Nothing's going to happen to the car.

7 **MR. CRAVEN:** Your Honor, he's going to continue to run up  
8 these charges on my client. My client even brought a trailer  
9 over there and offered him \$450 to get the car on his own, and  
10 he wouldn't give it to him.

11 **THE COURT:** Yeah.

12 **MR. CRAVEN:** He's just continuing to run up my client's  
13 bills. It's just frivolous, you're correct.

14 **THE COURT:** All right. Here's what I'm going to do, I'm  
15 going to deny the motion for a rehearing. I'm going to  
16 sanction him the cost of this hearing for everybody in the  
17 amount of \$2,500 to be paid within ten days from today's  
18 hearing, and my previous order still stands. If you want to  
19 appeal that, you can appeal that, but for right now every day  
20 that he has not returned that car he is in complete violation  
21 of my order and at some time I will redetermine sanctions for  
22 him not complying with a court order. So appeal all of that  
23 and let me know what they say.

24 **MR. SMITH:** Your Honor, is that for him to pay the \$2,500  
25 or am I going to have to pay the \$2,500?

1           **THE COURT:** He's paying it. You're not delaying it, he  
2 is.

3           **MR. SMITH:** Yes, sir, Your Honor. And again, you know, I  
4 had to file the Notice of Intent to Appeal to protect his  
5 options and then this, so I'll tell him. When does he have to  
6 pay the \$2,500?

7           **THE COURT:** Well he should pay it to the clerk's office  
8 and let's divvy it up amongst all of the resources that we've  
9 expended on this, but for right now he's going to pay it to  
10 the opposing counsel.

11           **MR. SMITH:** Okay, \$2,500 by when, sir?

12           **THE COURT:** He has ten day from today's date. And let  
13 him know that he's in violation of my court order every day  
14 that car is not delivered and I am going to revisit sanctions  
15 at the close of the ten days.

16           **MR. SMITH:** Okay. And when will that order be signed if  
17 he wanted to appeal it?

18           **THE COURT:** Do you want to do a Form 4?

19           LAW CLERK: Yes.

20           **THE COURT:** We'll do it today.

21           **MR. SMITH:** Thank you, sir. Thank you, Your Honor, for  
22 hearing this.

23           **THE COURT:** You're more than welcome. Y'all have a great  
24 day.

25

(END OF HEARING)