

RECEIVED

Aug 21 2023

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

HONORABLE R. FERRELL COTHRAN, JR.

CASE NO.: 2019-CP-07-01995
APPELLATE CASE NO : 2022-001600

Ronnie L. Douglas,
Eric J. Douglas,
Jacqueline Walker,
Donna Harding, and
Diane Brenda Spears,

Appellants,

vs.

Kevin Holmes

Respondent.

RECORD ON APPEAL
VOLUME I

James H. Moss, Esquire
MOSS & KUHN, P.A.
Post Office Drawer 507
Beaufort, SC 29901
P : 843-524-3373
F : 843-524-1302
jim@mossandkuhn.com

Samuel S. Svalina, Esquire
Jacob M. Hughes, Esquire
1 Professional Dr. Suite 7
Port Royal, SC 29935
P : 843-524-0333
F : 843-524-4233
Sammy@svalinalawfirm.com
Jacob@svalinalawfirm.com

Laura Gregg, Esquire
Gregg Law Firm, LLC
Post Office Box 601
Port Royal, SC 29935
P : 843-505-6566
lgregg@gregglawsc.com
Attorneys for Respondent

INDEX

	PAGE
1. Order of the Honorable R. Ferrell Cothran, Jr., granting Summary Judgment in favor of the Defendant filed August 16, 2022.....	001
2. Order of the Honorable R. Ferrell Cothran, Jr. denying Plaintiff's Motion for Reconsideration filed October 27, 2022.....	012
3. Order granting Plaintiff's Motion to Strike Defendant's Answer Case # 2018-CP-07-00831 filed July 9, 2021.....	015
4. Order of the Honorable D.J. Jefferson, denying Defendant's Motion to Dismiss filed July 28, 2020.....	018
5. Order Denying Defendant's Motion to Dismiss Default Judgment filed July 2, 2019...	021
6. Order vacating Master-In-Equity's Order and Judgment of Foreclosure and Master-In-Equity's Sale Case # 2018-CP-07-00831	026
7. Order granting judgement against Defendants in Default filed November 23, 2015.....	029
8. Summons and Notice of Foreclosure of Judgment Lien Case # 2018-CP-07-00831 filed April 20, 2018.....	035
9. Summons and Complaint (with exhibits) Case # 2019-CP-07-1995 filed August 29, 2019.	047
10. Answer of Kevin Holmes filed February 6, 2020.....	056
11. Notice of Appeal filed November 9, 2022, with Exhibits.....	063
12. Transcript Hearing before the Honorable R. Ferrell Cothran, Jr., dated July 22, 2022, pp1 to end.....	081
13. Defendant's Notice of Motion and Motion for Summary Judgment Case # 2019-CP-07-1995 filed September 30, 2021, with exhibits. (Note: Transcript of hearing before the Honorable Marvin H. Dukes , Case # 2018-CP-07-00831, dated May 20, 2019, pp 1 to end is attached as Exhibit 19 of this document).....	110
14. Plaintiffs' Motion for Reconsideration with exhibits filed August 25, 2022.....	419
15. Defendant's Response to Plaintiffs' Motion for Reconsideration filed September 6, 2022.....	522

16. Defendant’s Motion to Dismiss Default Judgment Case # 2018-CP-07-00831 filed April 4, 2019.....	527
17. Defendant’s Notice of Motion and Motion to Dismiss Case # 2019-CP-07-1995 filed June 11, 2020.....	559
18. Plaintiffs’ Memorandum in Opposition to Motion to Dismiss, with exhibits, filed July 21, 2020.....	562
19. Plaintiffs’ Supplement to Memorandum in Opposition to Motion to Dismiss, with exhibits, filed July 23, 2020.....	611
20. Respondent’s Motion to Vacate Foreclosure and Judgment and Notice of Sale Case # 2018-CP-07-00831 filed April 10, 2019.....	616
21. Appellants’ Request for Transcript of Hearing before the Honorable R. Ferrell Cothran, Jr., requested August 2, 2022.....	617
22. Letter from Jacob M. Hughes to Circuit Court incorrectly dated June 27, 2022 (July 27, 2022).....	618
23. Letter from James H. Moss to Circuit Court dated July 27, 2022.....	620

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	CIVIL ACTION NO.: 2019-CP-07-01995
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding, and Diane	)	
Brenda Spears,	)	
	)	
Plaintiffs,	)	
	)	ORDER GRANTING
v.	)	DEFENDANT'S MOTION FOR
	)	SUMMARY JUDGMENT
Kevin Holmes,	)	
	)	
Defendant.	)	
	)	

Plaintiffs filed this action on August 29, 2019, pursuant to Rule 60(b) of the South Carolina Rules of Procedure, asking this Court to set aside a default judgment entered by the Beaufort County Court of Common Pleas on November 23, 2015. This matter is before the Court upon Defendant's Motion for Summary Judgment.

The Court heard oral argument regarding Defendant's motion on July 22, 2022. Present at the summary judgment hearing were James H. Moss, Esquire, counsel for Plaintiffs, and Jacob M. Hughes, Esquire, defense counsel. Defendant submitted a memorandum of law in support of his motion, with accompanying exhibits, court records, deposition testimony, and transcript of hearing. At the conclusion of the summary judgment hearing, the Court allowed Plaintiffs ten (10) days to supplement any information relevant to the issues raised at the hearing. For the reasons set forth below, Defendant's Motion for Summary Judgment is GRANTED.

**FACTS/PROCEDURAL BACKGROUND
IN THE 2011 LAWSUIT AND FORECLOSURE ACTION**

Plaintiffs are heirs of Clinton Douglas and Susie Douglas. On July 1, 2011, Defendant, represented by Svalina Law Firm, filed a premises liability action against Clinton Douglas, Susie

Douglas, Eric Douglas, and Studio Seven Club, Inc., for injuries and damages Defendant sustained during a shooting at Studio Seven Club in Beaufort County (the "2011 Lawsuit"). *See Holmes v. Studio Seven Club, Inc. et al.*, 2011-CP-07-02743.

After Studio Seven Club was served with the summons and complaint, Colony National Insurance Company sent a letter to Svalina Law Firm on August 9, 2011, requesting an extension of time for Studio Seven Club to answer the complaint. Svalina Law Firm granted the extension. Following the extension of time, no answer was filed on behalf of Studio Seven Club.

On November 16, 2012, the Beaufort County Clerk of Court recorded entries of default as to all defendants in the 2011 Lawsuit. On November 23, 2015, the Court of Common Pleas entered its final order of judgment by default in the amount of \$483,000.00. The Court found that Clinton Douglas, Susie Douglas, Eric Douglas, and Studio Seven Club were properly served with the summons and complaint, the motion for default judgment, and the notice of damages hearing.

Clinton and Susie Douglas owned three adjoining parcels of real estate in Beaufort County (the "Subject Properties") as tenants in common. While in operation, Studio Seven Club was located on one of the Subject Properties. Upon Susie Douglas' death, title to the Subject Properties passed by operation of law to her husband, Clinton Douglas, and to her heirs, including Eric Douglas. *See* S.C. Code Ann. §§ 62-2-102 through -103 (1976). Thus, the judgment lien created by the default judgment in the 2011 Lawsuit attached to the property interests of Clinton Douglas and Eric Douglas. Clinton Douglas passed away in Georgia on August 29, 2016.

On April 20, 2018, Defendant filed an action to foreclose the judgment lien, naming as defendants the Estates of Clinton Douglas and Susie Douglas and their heirs: Eric Douglas, Ronnie Douglas, Jacqueline Walker, Donna Harding, and Brenda Spears (collectively, "foreclosure defendants"). *See Holmes v. Estates of Clinton R. Douglas and Susie M. Douglas et al.*, 2018-CP-

07-00831. On September 10, 2018, the foreclosure action was referred to the Honorable Marvin H. Dukes, III, Master-in-Equity. None of the foreclosure defendants filed an answer, and an entry of default was entered.

A default final hearing to foreclose the judgment lien attached to the Subject Properties was scheduled on October 18, 2018. At the hearing, foreclosure defendants requested a continuance to investigate the judgment subject to foreclosure, which the Master granted.

On April 4, 2019, a second default final hearing was held. Prior to the hearing, foreclosure defendants moved to set aside the judgment in the 2011 Lawsuit pursuant to Rule 60(b).

DENIAL OF MOTION TO SET ASIDE DEFAULT JUDGMENT

On May 20, 2019, the Master heard foreclosure defendants' Rule 60(b) motion to set aside the default judgment. The Master took testimony from Ronnie Douglas and Eric Douglas and accepted several exhibits into evidence. As noted by the Master, foreclosure defendants' counsel put on the record at the hearing that he represented not only the Estates of Clinton and Susie Douglas but also the entire "Douglas family." Plaintiffs in the case *sub judice* were named parties in the foreclosure action.

Foreclosure defendants argued the default judgment should be vacated because service was improper on defendants in the 2011 Lawsuit. Specifically, foreclosure defendants maintained that Clinton Douglas was incompetent and suffering from Alzheimer's at the time of service and Susie Douglas was deceased and could not be served. Foreclosure defendants also asserted that Studio Seven Club had been dissolved before it was served on July 18, 2011, which was contradicted by defendants' exhibit showing articles of dissolution were not filed with the South Carolina Secretary of State until August 26, 2011. No argument was made that Eric Douglas was improperly served in the 2011 Lawsuit.

On July 2, 2019, the Master denied foreclosure defendants' Rule 60(b) motion, finding the default judgment was valid. (Order Denying Defs.' Mot. to Dismiss Default J.). First, the Master observed that "[foreclosure] Defendants . . . have not filed a separate motion in the Court of Common Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect." (*Id.* at 2). As to the merits, the Master found that whether service of Susie Douglas was proper "does not affect the judgment against her husband, Clinton R. Douglas, and issue, Eric J. Douglas, in the same lawsuit." (*Id.*). The Master explained that "[b]ecause property owned by Susie M. Douglas passed by operation of law to Clinton R. Douglas and Eric J. Douglas, the judgment lien still attaches to their interest in the real estate subject to foreclosure." (*Id.* at 2–3).

As to Studio Seven Club, the Master found "service was accomplished by serving Eric J. Douglas, who qualifies as a 'managing or general agent'" (*Id.* at 3). Furthermore, the Master found that because Studio Seven Club "failed to follow South Carolina law requiring [it] to have an accurate registered agent listed with the Secretary of State, service of Clinton R. Douglas, who owned Studio Seven Club . . . and the property on which the club was located, provided additional notice to Studio Seven Club . . . as [Clinton Douglas] would also qualify as a managing or general agent." (*Id.* at 4). Nonetheless, the Master determined "that whether service of Studio Seven Club, Inc. was proper in the 2011 action does not affect the foreclosure action" because "[t]here is no evidence the corporation owned the real estate that is subject to foreclosure." (*Id.*).

Finally, the Master addressed service of Eric Douglas and Clinton Douglas in the 2011 Lawsuit: "As to whether the Court of Commons Pleas had personal jurisdiction of the other defendants—Eric J. Douglas and Clinton R. Douglas—in the 2011 action, I find service of process was proper and the judgment entered by the Court of Common Pleas stands against those defendants." (*Id.*).

Foreclosure defendants did not appeal the Master's denial of their Rule 60(b) motion. Instead, Plaintiffs filed this action on August 29, 2019, seeking to set aside the default judgment based on identical arguments rejected and ruled upon by the Master.

STANDARD OF REVIEW

Summary judgment is appropriate when the pleadings, depositions, interrogatory answers, admissions on file, and any affidavits show that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCF. "[T]he opposing party may not rest upon mere allegations or denials, but must respond with specific facts showing a genuine issue." *City of Columbia v. Town of Irmo*, 316 S.C. 193, 195, 447 S.E.2d 855, 857 (1994). A court should grant summary judgment "when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ." *Hedgepath v. Am. Tel. & Tel. Co.*, 348 S.C. 340, 355, 559 S.E.2d 327, 336 (Ct. App. 2001).

LAW/ANALYSIS

- I. Plaintiffs failed to appeal the Master's denial of their Rule 60(b) motion to set aside the default judgment, which was a final judgment on the merits, and accordingly, this unappealed ruling is the law of the case and cannot be contested.

On July 2, 2019, the Master denied foreclosure defendants' motion to set aside the default judgment pursuant to Rule 60(b), SCRCF, finding the judgment was valid. Foreclosure defendants, including Plaintiffs, failed to appeal the denial of their motion to set aside the default judgment, which was a final judgment on the merits. *See Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, 428 S.C. 261, 265–66, 834 S.E.2d 204, 206 (Ct. App. 2019), *aff'd as modified on other grounds*, 432 S.C. 633, 856 S.E.2d 150 (2021) ("The denial of a motion to set aside a default judgment is immediately appealable as it is a final judgment on the merits.").

“An unappealed ruling is the law of the case and requires affirmance.” *Transp. Ins. Co. & Flagstar Corp. v. S.C. Second Inj. Fund*, 389 S.C. 422, 431, 699 S.E.2d 687, 691 (2010); *see also* *Buckner v. Preferred Mut. Ins. Co.*, 255 S.C. 159, 160–61, 177 S.E.2d 544, 544 (1970) (finding an unchallenged ruling, “right or wrong, is the law of th[e] case”); *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 327 S.C. 238, 241, 489 S.E.2d 470, 472 (1997) (“There was no appeal of the master’s ruling This unappealed ruling is the law of the case . . . and should not have been considered by the Court of Appeals.”).

“An appealable order from which no appeal is taken becomes the law of the case in all subsequent proceedings involving the same parties and the same subject matter.” *Prof'l Bankers Corp. v. Floyd*, 285 S.C. 607, 613, 331 S.E.2d 362, 365 (Ct. App. 1985).

Plaintiffs did not appeal the Master’s ruling denying their motion to set aside the default judgment, which was a final judgment on the merits. Thus, the validity of the judgment became the law of the case. The current action, involving the same parties and seeking to set aside the same judgment, is improper.

II. Plaintiffs have failed to produce any evidence showing entitlement to relief under Rule 60(b), and this action is untimely as a matter of law.

Although the validity of the default judgment is the law of the case and determinative in this action, the Court further finds that Plaintiffs have failed to meet their burden of presenting evidence proving the facts essential to entitle them to relief.

Rule 60(b), SCRCP, provides grounds upon which a court may relieve a party from a final judgment, three of which have been asserted by Plaintiffs:

- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

- (3) fraud, misrepresentation, or other misconduct of an adverse party;
- (4) the judgment is void.

To seek relief from a default judgment, a party must provide an explanation for the default and give reasons why vacation of the judgment would serve the interests of justice. *Sundown Operating Co. v. Intedger Indus., Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009). "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 defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted." *Id.* at 607–08, 681 S.E.2d at 888.

According to the South Carolina Supreme Court, "[t]he 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.* at 608, 681 S.E.2d at 888. Rather, relief from default judgment under 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.'" *Id.* (quoting Rule 60(b), SCRPC). "The movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle him to relief." *Bowers v. Bowers*, 304 S.C. 65, 67, 403 S.E.2d 127, 129 (Ct. App. 1991).

A. Plaintiffs have presented no newly discovered evidence.

Rule 60(b)(2) allows a court to set aside a judgment when there is "newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b)." The rule requires, without exception, that relief be sought "within a reasonable time" and "not more than one year after the judgment, order, or proceeding was entered." Rule 60(b), SCRPC. "The one-year limit [of Rule 60(b)] is a non-discretionary mandate." *Coleman v. Dunlap*, 303 S.C. 511, 513, 402 S.E.2d 181, 183 (Ct. App. 1991).

On the merits, to be entitled to relief under Rule 60(b)(2), “the moving party must establish that the newly discovered evidence: (1) will probably change the result if a new trial is granted; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching.” *Se. Hous. Found. v. Smith*, 380 S.C. 621, 638, 670 S.E.2d 680, 689 (Ct. App. 2008) (citation and internal quotation marks omitted).

The Court notes that Plaintiffs did not file a written response to the motion for summary judgment. Having reviewed the Complaint and miscellaneous exhibits submitted by Plaintiffs in this action, it is clear that Plaintiffs fail to establish the existence of any of the five elements required for relief under Rule 60(b)(2). In fact, Plaintiffs do not allege specifics as to what “newly discovered evidence” exists. Furthermore, Rule 60(b)(2) contemplates the occurrence of a trial on the merits from which a judgment is rendered, not a default hearing. *Cf.* Rule 59, SCRCP (setting forth the standards and procedure for motions for a new trial). Regardless, this action is untimely as a matter of law, as relief must be sought “not more than one year after the judgment, order, or proceeding was entered.” Rule 60(b), SCRCP.

B. Plaintiffs have presented no evidence of fraud, misrepresentation, or other misconduct.

Rule 60(b)(3) allows a court to set aside a judgment due to “fraud, misrepresentation, or other misconduct of an adverse party.” Without exception, relief must be sought “not more than one year after the judgment, order, or proceeding was entered.” Rule 60(b), SCRCP.

Consistent with the analysis above, the nearly four-year delay between the time the default judgment was entered on November 23, 2015, and Plaintiffs’ filing this action serves as an absolute bar, because “[t]he one-year limit is a non-discretionary mandate.” *Coleman*, 303 S.C. at 513, 402 S.E.2d at 183.

Even if the Court were to address the merits, summary judgment is still appropriate. Plaintiffs allege in the Complaint that the judgment should be set aside for “fraud, misrepresentation, or other misconduct.” (Compl. ¶ 17). While they generally allege service of process issues, Plaintiffs fail to present any facts or provide any evidence that would rise to the level of fraud or misrepresentation. *See Hansen v. DHL Labs., Inc.*, 316 S.C. 505, 511, 450 S.E.2d 624, 628 (Ct. App. 1994), *cert. granted, decision aff’d*, 319 S.C. 79, 459 S.E.2d 850 (1995) (listing the elements necessary to prove fraud); *see also West v. Gladney*, 341 S.C. 127, 133, 533 S.E.2d 334, 337 (Ct. App. 2000) (listing the elements necessary to prove misrepresentation). There is no evidence whatsoever to prove the existence of fraudulent intent, an essential element of fraud. *See Perry v. Heirs at Law of Gadsden*, 357 S.C. 42, 47, 590 S.E.2d 502, 504–05 (Ct. App. 2003).

As the South Carolina Supreme Court has held, Rule 60(b) “requires a more particularized showing of . . . fraud, misrepresentation, or ‘other misconduct of an adverse party’ ” to entitle the movant to relief. *Sundown Operating Co.*, 383 S.C. at 608, 681 S.E.2d at 888. In this case, Plaintiffs have submitted no evidence, much less a particularized showing, of fraud, misrepresentation, or other misconduct of an adverse party that would entitle them to relief.

C. The default judgment is not void.

Rule 60(b)(4) allows a court to set aside a judgment when the judgment is void, but the action must be brought “within a reasonable time.” *See also McDaniel v. U.S. Fidelity and Guar. Co.*, 324 S.C. 639, 643–44, 478 S.E.2d 868, 870–71 (Ct. App. 1996) (holding “the reasonable time requirement applies to Rule 60(b)(4)”). “[T]he ‘reasonable time’ limitation is discretionary and should be determined under the facts and circumstance of each case.” *Id.*

Plaintiffs, however, have presented no evidence that the judgment is void. Moreover, the Master explicitly found the default judgment was valid. *See supra* pp. 3–6 and accompanying

analysis. Plaintiffs failed to appeal the Master's denial of their motion to set aside the default judgment, which was a final judgment on the merits.

Because the validity of the judgment is the law of the case and because Plaintiffs have failed to meet their burden of presenting evidence proving facts essential to entitle them to relief, as well as the untimeliness of this action under Rule 60(b), summary judgment is proper.

CONCLUSION

For the foregoing reasons, the Court finds that there is no genuine issue of material fact, and Defendant is entitled to judgment as a matter of law. Therefore, the Court GRANTS Defendant's Motion for Summary Judgment.

IT IS SO ORDERED.

The Honorable R. Ferrell Cothran, Jr.

August __, 2022
Manning, South Carolina



Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: Order/Summary Judgment

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2022-08-15 10:51:17 page 11 of 11

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	CIVIL ACTION NO.: 2019-CP-07-01995
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding, and Diane	)	
Brenda Spears,	)	
	)	
Plaintiffs,	)	
	)	ORDER DENYING
v.	)	PLAINTIFFS' MOTION FOR
	)	RECONSIDERATION
Kevin Holmes,	)	
	)	
Defendant.	)	
	)	

This matter is before the Court upon Plaintiffs' Motion for Reconsideration of the Court's August 16, 2022 Order Granting Defendant's Motion for Summary Judgment. On September 6, 2022, Defendant filed a Response in Opposition to Plaintiffs' Motion for Reconsideration. For the reasons provided herein, Plaintiffs' Motion for Reconsideration is DENIED.

On July 22, 2022, the Court heard oral arguments regarding Defendant's Motion for Summary Judgment. Prior to oral arguments, Defendant submitted a memorandum of law in support of his motion, with accompanying exhibits, court records, deposition testimony, and transcript of hearing. Plaintiffs did not file a response to the Motion for Summary Judgment. Following the summary judgment hearing, the Court allowed Plaintiffs ten (10) days to supplement any information relevant to the issues raised at the hearing. On July 27, 2022, Plaintiffs supplemented their Summary Judgment information by filing a letter and a Form 4 Order denying a Motion to Dismiss previously filed by Defendant.

On August 16, 2022, the Court entered its Order Granting Defendant's Motion for Summary Judgment. Plaintiffs filed the instant Motion for Reconsideration on August 25, 2022.

As grounds for reconsideration, Plaintiffs state that (1) at the Summary Judgement hearing, "Defendant argued that this matter had already been dismissed," (Pls.' Mot. for Recons. at 1), and (2) "[t]he motion for Summary Judgement was not heard." (*Id.* at 1-2).

As for the first ground for reconsideration, Defendant did not argue that this action had already been dismissed at the Summary Judgement hearing. Further, the Court did not indicate "concern regarding [any] alleged dismissal." (*Id.* at 2). Rather, the Court observed that the motion to dismiss was made pursuant to Rule 12(b)(6), SCRCF, and denied accordingly. Thus, the denial of Defendant's motion to dismiss was undisputed at the hearing.

As for the second ground for reconsideration, the Court heard Defendant's Motion for Summary Judgment at a duly noticed hearing on July 22, 2022. Prior to the hearing, Plaintiff failed to submit a response to Defendant's Motion for Summary Judgment. At the hearing, the Court did not exclude any argument from Plaintiffs and even allowed Plaintiffs ten (10) days to supplement any information relevant to the issues raised at the hearing. Ultimately, Plaintiffs failed to address the relevant issues raised at the summary judgment hearing, as argued by Defendant and set forth more fully in the Court's August 16, 2022 Order.

Therefore, the Court DENIES Plaintiffs' Motion for Reconsideration.

IT IS SO ORDERED.

The Honorable R. Ferrell Cothran, Jr.

October _____, 2022
Manning, South Carolina



Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: Order/Other

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2022-10-26 13:45:03 page 3 of 3

ELECTRONICALLY FILED - 2022 Oct 27 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS FOR
THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

ORDER GRANTING PLAINTIFF'S MOTION
TO STRIKE DEFENDANTS' ANSWER

CASE NO.: 2018-CP-07-00831

THIS MATTER comes before the Court upon Plaintiff's Motion to Strike Defendants' Answer pursuant to Rule 12(f), SCRPC. The Court heard oral argument at the hearing on June 29, 2021. Laura A. Gregg of Gregg Law Firm, LLC and Jacob M. Hughes of Svalina Law Firm, P.A. appeared on behalf of Plaintiff Kevin Holmes, and James H. Moss appeared on behalf of Defendants named above. After careful consideration, the Court makes the following findings:

Plaintiff's Motion to Strike Defendants' Answer is based on the Court's July 2, 2019 Order Denying Defendants' Motion to Dismiss Default Judgment. In its Order, the Court held that the entry of default in this foreclosure action stands against all Defendants except Eric J. Douglas. As part of its ruling, the Court allowed Eric J. Douglas to answer the foreclosure Complaint when it was served upon him. Defendants filed a motion to reconsider the Order, which the Court denied on January 13, 2020.

Plaintiff served Eric J. Douglas via certified mail on April 24, 2020, and the affidavit of service was filed with the Court. Defendants filed an Answer to the foreclosure Complaint on May 19, 2020. Defendants' Answer, however, attempts to respond on behalf of all Defendants in this action, even though the Court previously held all Defendants except Eric J. Douglas in default according to its July 2, 2019 Order.

Now therefore, IT IS HEREBY ORDERED that Plaintiff's Motion to Strike Defendants' Answer is GRANTED. All Defendants except Eric J. Douglas are in default in this foreclosure action. To the extent the Answer attempts to respond on behalf of any Defendant other than Eric J. Douglas, the Answer is stricken. As to Eric J. Douglas, the Answer is effective as a response to the Complaint and is not stricken.

AND IT IS SO ORDERED.

The Honorable Marvin H. Dukes, III
Beaufort County Master-In-Equity

_____, 2021



Beaufort Common Pleas

Case Caption: Kevin Holmes VS Clinton R Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2021-07-09 11:38:13 page 3 of 3

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP0701995

Ronnie L Douglas et al
PLAINTIFF(S)

Kevin Holmes
DEFENDANT(S)

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
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ 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 matter came before the Court on July 28, 2020 on Defendant Kevin Holmes's Motion to Dismiss, filed June 11, 2020. Representing the Plaintiff was James H. Moss, Esq. Representing the Defendant was Laura A. Gregg, Esq. This Motion is disposed of without the necessity of a hearing pursuant to the Chief Justice's April 3, 2020 Order, As Amended April 22, 2020, Section (c)(4). The Motion was listed on the Beaufort County Motions Roster dated July 28, 2020 and published July 8, 2020.

A ruling on a motion to dismiss a claim pursuant to Rule 12(b)(6), SCRPC, must be based solely on the allegations set forth on the face of the complaint. United Educational Distributors, LLC, v. Educational Testing Service, 350 S.C. 7, 13, 564 S.E.2d 324, 328 (Ct. App. 2002).

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/28/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of Judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

The motion will not be sustained if the facts alleged and the inferences reasonably deducible therefrom would entitle the plaintiff to relief on any theory of the case. *Washington v. Lexington County Jail*, 337 S.C. 400, 404, 523 S.E.2d 204, 206 (Ct. App. 1999) ; *McCormick v. England*, 328 S.C. 627, 632-33, 494 S.E.2d 431, 433 (Ct. App. 1997). "[A] judgment on the pleadings is considered to be a drastic procedure by our courts." *Russell v. City of Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991). Therefore, pleadings in a case should be construed liberally and the trial court and this Court must presume all well pled facts to be true so that substantial justice is done between the parties. See *Justice v. Pantry*, 330 S.C. 37, 42, 496 S.E.2d 871, 874 (Ct. App. 1998). "The cause of action should not be struck merely because the court doubts the plaintiff will prevail in the action." *McCormick*, 328 S.C. at 633, 494 S.E.2d at 434. Further, "a novel issue should not be summarily decided on a 12 (b)(6) motion." *Kelger v. Citgo, Coastal Petroleum Inc.*, 326 S.C. 369, 373, 482 S.E.2d 792, 794 (Ct. App. 1997). Viewed in the light most favorable to the non-moving party, the facts alleged and inferences deducible therefrom may entitle Plaintiff to relief on a theory of the case. Accordingly, the Motion is heard and respectfully Denied.



Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: Order/Electronic Form 4

IT IS SO ORDERED>

s/D.L. Jefferson Chief Administrative Judge 2128

Electronically signed on 2020-07-28 15:19:34 page 3 of 3

ELECTRONICALLY FILED - 2020 Jul 28 3:35 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS FOR
THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

ORDER DENYING DEFENDANTS' MOTION
TO DISMISS DEFAULT JUDGMENT

CASE NO.: 2018-CP-07-00831

THIS CAUSE having come before the Court on a Motion to Dismiss Default Judgment filed on behalf of Defendants Estate of Clinton R. Douglas, Estate of Susie M. Douglas, Eric J. Douglas, Ronnie L. Douglas, Jacqueline Walker, Donna Harding, Brenda Spears, and Darrell Douglas,¹ the Court makes the following findings:

Laura A. Gregg, Samuel Svalina, and Clinton T. Redfern appeared on behalf of Plaintiff, and James H. Moss appeared on behalf of Defendants named above at the hearing scheduled May 20, 2019 before the Honorable Marvin H. Dukes, III.

¹ Attorney for Defendants, James H. Moss, clarified at the hearing that he represented not only the Estates of Clinton R. and Susie M. Douglas but also the entire "Douglas family," which would presumably include all the Defendants listed in the caption, with the exception of John Doe and Richard Roe.

On April 20, 2018, Plaintiff filed a Summons and Complaint of Foreclosure. None of the Defendants filed an answer and an entry of default was entered. On October 18, 2018, a default Final Hearing of Foreclosure was scheduled to foreclose the judgment lien attached to the Subject Properties at issue. Mr. Moss, representing Defendants, appeared at that hearing and requested a continuance to investigate the underlying judgment subject to foreclosure, which was granted by the Court.

On April 4, 2019, a second default Final Hearing of Foreclosure was held. Prior to the hearing, Mr. Moss moved the Court to dismiss a default judgment entered by the Beaufort County Court of Common Pleas on November 28, 2015 (Case Number 2011-CP-07-02748), in the underlying case that gave rise to the judgment Plaintiff seeks to foreclose. Defendants did not and have not filed a separate motion in the Court of Commons Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect.

In response to Defendants' motion, Plaintiffs filed a Motion to Strike Defendants' Motion to Dismiss based on the fact that Defendants are currently in default and there had been no motion filed, or court order, to set aside the entry of default.

The Court heard both parties' motions, allowed testimony from Ronnie L. Douglas and Eric J. Douglas, and accepted exhibits in evidence. Based on the evidence presented at the hearing, I make the following findings.

The Court has concerns about whether the Court of Common Pleas had jurisdiction over Susie M. Douglas in the underlying case from 2011 based on service of process. The death certificate of Susie M. Douglas showed she died intestate in North Carolina on April 8, 2009. However, no probate estate was ever opened for Susie M. Douglas in North Carolina or South Carolina. Therefore, there was no personal representative to serve. According to the Affidavit of Personal Service, Susie M. Douglas was served on July 25, 2011 by leaving a copy of the summons and complaint at her usual place of abode with Donna Harding, her adult daughter who also resided there. Whether service of Susie Douglas was proper, however, does not affect the judgment against her husband, Clinton R. Douglas, and issue, Eric J. Douglas, in the same lawsuit. Because property

owned by Susie M. Douglas passed by operation of law to Clinton R. Douglas and Eric J. Douglas, the judgment lien still attaches to their interest in the real estate subject to foreclosure.

As to jurisdiction over Studio Seven Club, Inc., service was accomplished by serving Eric J. Douglas, who qualifies as a "managing or general agent" of Studio Seven Club, Inc. *See* Rule 4(d)(3), SCRCP. Rule 4(d)(3), SCRCP allows a corporation to be served by delivering a copy of the summons and complaint to a registered agent or a managing/general agent. It is undisputed that Studio Seven Club, Inc. did not have an accurate registered agent listed with the Secretary of State, and the corporation failed to update or keep accurate this information as provided by South Carolina Code section 33-5-102. Specifically, the registered agent named was "Headquarters" and neither Eric J. Douglas nor Ronnie L. Douglas knew who owned or had control of the address listed for service of the registered agent.

However, service on a corporation's registered agent is not the only means by which service can be properly effected on the corporation, as Rule 4(d)(3), SCRCP allows for service of a managing or general agent. Eric J. Douglas's status as a managing or general agent was shown through evidence submitted by both parties at the hearing. First, it was demonstrated by his signature on the Articles of Dissolution of Studio Seven Club, Inc., in which he identified himself as "Vice President" of the corporation. *See Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 210 (1995) (finding individual "as vice president of [Defendant Corporation] was an officer of the corporation upon whom service could be made under Rule 4(d)(3), SCRCP"). I do not find credible Eric J. Douglas's testimony that he was not actually the vice president of the corporation and that him signing the Articles of Dissolution in that capacity was of no consequence. Second, the mere fact that Eric J. Douglas had the authority to execute the paperwork to dissolve the corporation is evidence that he qualifies as a managing agent for service of process. Third, Eric J. Douglas testified that he managed the business affairs of Studio Seven Club, Inc., and the Last Will and Testament of Clinton R. Douglas directed that Eric J. Douglas should "continue managing and operating the day to day functions of the business" of Studio Seven Club, Inc. Therefore, his duties with the corporation are

sufficient to qualify him as the managing agent. Based on this evidence, I find Eric J. Douglas was a proper party for service of Studio Seven Club, Inc.

Moreover, because Defendants failed to follow South Carolina law requiring them to have an accurate registered agent listed with the Secretary of State, service of Clinton R. Douglas, who owned Studio Seven Club, Inc. and the property on which the club was located, provided additional notice to Studio Seven Club, Inc., as he would also qualify as a managing or general agent.

It is important to note, however, that whether service of Studio Seven Club, Inc. was proper in the 2011 action does not affect the foreclosure action. There is no evidence the corporation owned the real estate that is subject to foreclosure.

As to whether the Court of Commons Pleas had personal jurisdiction of the other defendants—Eric J. Douglas and Clinton R. Douglas—in the 2011 action, I find service of process was proper and the judgment entered by the Court of Common Pleas stands against those defendants.

Turning to service of process in the related foreclosure proceeding, Eric J. Douglas argued the entry of default should be set aside as to him because he was not properly served. He testified that although his name is signed on the certified mail return receipt submitted by Plaintiff's counsel in the Affidavit of Service, he did not actually sign for the mailing that contained the foreclosure summons and complaint. Because it appears that delivery was not restricted to the addressee of the certified mailing, Eric J. Douglas will not be held in default and may answer the complaint in the foreclosure action when it is served upon him. However, the entry of default stands as to all other defendants.

Now therefore, IT IS ORDERED that Defendants' Motion to Dismiss Default Judgment is hereby DENIED, Plaintiff's Motion to Strike is DENIED, and Eric J. Douglas is allowed to answer the complaint filed in the current foreclosure action.

The Honorable Marvin H. Dukas,
Beaufort County Master-In-Equity

_____, 2019



Beaufort Common Pleas

Case Caption: Kevin Holmes VS Clinton R. Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Master/Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2019-07-02 11:43:35 page 6 of 6

ELECTRONICALLY FILED - 2019 Jul 02 2:28 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700831

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 CP-07-00831

Kevin Holmes

The Estate of Clinton R. Douglas and Susie M. Douglas;
John Doe and Richard Roe, as Representatives of all
Heirs and Devisees of Clinton R. Douglas and Susie M.
Douglas and all persons entitle to claim under or
through them; also, all other persons or corporations
unknown claiming any right, title interest in or lien
upon the real estate described herein, any unknown

adults, whose true names are unknown, being as a
class designated as John Does, and any unknown
infants, persons under disability, or persons in the
Military Service of the United States of America,
whose true names are unknown, being as a class
designated as Richard Roe, Eric J. Douglas, Ronnie L.
Douglas, Jacqueline Walker; Donna Harding; Brenda
Spears; Darrell Douglas;

PLAINTIFF(S)

DEPENDANT(S)

Submitted by: Master in Equity Court

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:

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: This order vacates the Master-In_Equity's Order and Judgment of Foreclosure and Master In Equity's sale signed and filed by in error on April 9, 2019.		

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: Kevin Holmes VS Clinton R Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Master/Order/Form 4

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2019-04-23 14:08:52 page 3 of 3

ELECTRONICALLY FILED - 2019 Apr 23 3:31 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700831

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-07-02743

Kevin Holmes

Studio Seven Club, Inc., Eric Douglas,
Clinton B. Douglas and Susie M. Douglas

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Clinton B. Reardon

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. ☐ See Page 2 for additional information.
- ☐ **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: _____

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT 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)
Kevin Holmes	Studio Seven Club, Inc.; Eric Douglas, Clinton B. Douglas and Susie Douglas	\$ 483,000.00
		\$
		\$

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

Judge Code

Date

This judgment was entered on the 23 day of 11, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 23 day of 11, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE DEFENDANT(S)
CLERK OF COURT

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON
PAGE 1.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KEVIN HOLMES,

Plaintiff,

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS
and SUSIE M. DOUGLAS,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2011-CP-07-02743

**ORDER GRANTING JUDGMENT
AGAINST DEFENDANTS IN DEFAULT**

2015 NOV 23 PM 4:14
CLERK OF COURT
BEAUFORT COUNTY, SC

This matter came before the Court on November 23, 2015. The Plaintiff, Kevin Holmes, moved for a default judgment for money damages on all legal claims against the defaulting Defendants, Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and Susie M. Douglas (collectively "Defendants") and requested a damages hearing pursuant to Rule 55 of the South Carolina Rules of Civil Procedure ("SCRPC").

This premises liability action relates to an incident that occurred on July 5, 2008, at the Studio Seven Club located at 44 Donaldson Camp Rd, Beaufort, South Carolina 29906, where the Plaintiff was shot by an unknown male with a handgun inside the club. A complaint was filed in the Beaufort County Court of Common Pleas on July 1, 2011, against Studio Seven Club, Inc., and the owners of the club and property, Eric Douglas, Clinton R. Douglas, and Susie M. Douglas, alleging the Defendants were negligent in failing to provide adequate security measures to protect patrons from foreseeable criminal acts inside the club, among other allegations. Defendants Studio Seven Club, Inc. ("Studio Seven"), and Eric Douglas were served with the summons and complaint on July 18, 2011, and Defendants Clinton R. Douglas and Susie M.


031

Douglas were served on July 25, 2011. Thereafter, no answer was received by the Plaintiff's attorney or filed with the Clerk of Court by any of the Defendants.

On November 16, 2012, Affidavit(s) for Entry of Default with the Affidavit of Service attached thereto and Affidavit(s) of Non-Military Service were filed by Samuel L. Svalina, Esquire, and the Honorable Jerri Ann Roseneau, Clerk of Court for Beaufort County, signed an Order for Entry of Default as to each Defendant. On November 2, 2015, the Plaintiff filed a Notice of Motion and Motion for Default Judgment and a Request for Damages Hearing. On November 13, 2015, pursuant to Rules 5(a) and 55(b)(2) of South Carolina Rules of Civil Procedure, Plaintiff's counsel served the Defendants with a copy of the Notice of Motion and Motion for Default Judgment, Request for Damages Hearing and Notice of Hearing by sending them via First Class United States Mail to the last known address (and where service of the Summons and Complaint was made) to each of the Defendants as evidenced by the Certificate of Service filed with the Court.

Therefore, the Court finds that proper service of the Motion for Default Judgment and Damages Hearing was made by the Plaintiff. However, the Defendants did not appear at the Damages Hearing on November 23, 2015, where evidence was offered as to the amount and nature of the Plaintiff's damages by the Plaintiff and his counsel.

The Court reviewed a Medical Bills Summary, Medical Records and Medical Bills of Kevin Holmes regarding his injuries from the shooting incident (Exhibit 1); and an Affidavit of Leland C. Stoddard, M.D. (Exhibit 2).

The Plaintiff produced testimony of Kevin Holmes and his mother, Cynthia Denise Holmes Rivers, who testified under oath as to the past and present injuries and damages suffered by the Plaintiff as a result of the shooting incident. The Plaintiff testified in detail as to his

injuries including the comminuted fracture of his left proximal femoral shaft requiring two (2) surgical procedures, and associated follow up care and therapy, and related his pain and suffering from his permanent physical injury, impairment and disfigurement due to the shooting incident. Plaintiff testified that he was admitted to Beaufort Memorial Hospital Emergency Room on July 5, 2008, and was immediately taken to the operating room where an intramedullary nailing of the left femur and wound debridement surgical procedure was performed by Leland C. Stoddard, M.D. Post operatively, it was noticed that the Plaintiff had a slight lengthening of the left leg and as a result was taken back to the operating room on July 8, 2008, for a second procedure where the distal locking screws were removed by Dr. Stoddard and the left leg was allowed to "shorten" slightly, and the a single distal screw was replaced. Plaintiff testified that he was discharged from the hospital on July 9, 2008, and at that time his left leg was so swollen that he could only wear baggy basketball shorts. Plaintiff was given crutches and testified that he had great difficulty performing any physical task without the assistance of another person for several weeks. Plaintiff testified that he continues to experience pain and suffering on a daily basis in his left leg. He described his left leg as "weak" and that the lack of strength and stability in his left leg prevents him from running or putting significant pressure on the leg. He further testified that he now walks with a slight limp and his left leg will occasionally "lock up" requiring him to stretch and take medication.

Further, the Plaintiff produced testimony of Leland C. Stoddard, M.D., by sworn affidavit as to past and present damages of the Plaintiff, including his professional opinion as to permanent physical injury; permanent impairment; permanent disfigurement; physical pain, discomfort, and suffering; impairment of enjoyment of living; and medical expenses of the Plaintiff in the future.



933

As a result of the medical care rendered the Plaintiff for his injuries from this shooting incident, the Plaintiff has incurred medical bills and expenses for treatment at Beaufort Memorial Hospital, Beaufort Emergency Physicians, Lowcountry Medical Group (Dr. Stoddard), and Beaufort Memorial Hospital Physical Therapy in the amount of Forty Thousand Ninety-Four and 60/100 (\$40,094.60) Dollars. Further, the Plaintiff has produced evidence to establish that he will continue to incur medical expenses for the rest of his life as a result of the injuries he sustained from the shooting incident. I find that a reasonable award of the Plaintiff's actual damages caused by the defaulting Defendants is Four Hundred Eighty-Three Thousand and No/100 (\$483,000.00) Dollars.

NOW THEREFORE, the Court finds, concludes and ORDERS that the Plaintiff is entitled to JUDGMENT against the defaulting Defendants, Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and Susie M. Douglas, jointly and severally, in the amount of Four Hundred Eighty-Three Thousand and No/100 (\$483,000.00) Dollars and judgment is hereby granted against the Defendants in favor of the Plaintiff for that amount.

IT IS SO ORDERED.



The Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

11 / 25, 2015
Beaufort, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas, John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s)

SUMMONS AND NOTICES
(Non-Jury)
Foreclosure of Judgment Lien

CASE NO.: 2018-CP- _____

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONSED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers, Gregg Law Firm, LLC, at their office at P.O. Box 601, Port Royal, SC 29935, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONSED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for the Plaintiff.

/s/ Laura A. Gregg
Laura A. Gregg, Esq., SC Bar No.: 100531
GREGG LAW FIRM, LLC
P.O. Box 601
Port Royal, SC 29935
P: (843) 505-6566
E: lgregg@gregglawsc.com
Attorney for Plaintiff

Beaufort, SC
April 20, 2018

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s)

COMPLAINT
(Non-Jury)

Foreclosure of Judgment Lien

CASE NO.: 2018-CP-__-__

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Kevin Holmes, is a citizen and resident of the County of Beaufort, South Carolina.
2. Upon information and belief, the Defendants, the Estate of The Estates of Clinton R. Douglas and Susie M. Douglas, John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown,

being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; and Darrell Douglas, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.

3. The real properties hereinafter described, that is the subject of this action, are situated and located in the County of Beaufort, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.

4. On or about November 23, 2011, Plaintiff was awarded a default judgment in the amount of \$483,000.00 against Eric J. Douglas, Clinton R. Douglas, and Susie M. Douglas, and a corporate Defendant Studio Seven Club, Inc. in Case No. 2011-CP-07-02743 in the Beaufort County Court of Common Pleas, which has been entered in the Judgment Roll filed in the Office of the Clerk of Court for Beaufort County.

5. Pursuant to S.C. Code Ann. § 15-35-810, the entering of the judgment created a judgment lien upon the below described real properties, including any and all improvements to the properties, located in the County of Beaufort belonging to Clinton R. Douglas and Susie M. Douglas ("Subject Properties"):

All of that piece, parcel, or lot of land, located, lying, and being on Port Royal Island, Beaufort County, South Carolina, and containing one (1) acre. The said (1) acre is described as follows: Beginning at the point which is located on the Eastern shore of Habersham Creek and on the boundary line between Lots 25 and 40, Section 9, 132W, Beaufort County; thence East along this boundary line for a distance of Two Hundred Twenty-Four (224.0) feet to a point; thence North for a distance of Two Hundred Ninety-Five (295.0) feet to a point on the high water mark to the point of origin. This is thence Southwesterly along the said high water mark to the point of origin.

This is the same parcel described on a plat prepared for Clinton Douglas by R.D. Trogon, Jr. on January 11, 1977, said plat being attached herewith.

This parcel was the subject of a quiet title action undertaken by the Grantor against Heirs of Stephen Ramsey. Decree in favor of Grantor filed on January 21, 1976, in the office of the Clerk of Court for Beaufort County, Judgment Roll No. 23948.

Parcel No: R100 028 000 090A 0000

Property Address: 23 Donaldson Camp Rd., Beaufort, SC 29906

All that piece, parcel, or lot of land located, lying, and being on Port Royal Island, Beaufort County, South Carolina, and being part of Lot 39, Section 9, 132W, and containing 5.93 acres. This parcel is further described as follows: Beginning at a cement marker which is located at the intersection of Lots 40, 39, 26, and 25, thence East for a distance of 279.91 feet to another cement marker; thence S 89 30 40 S for a distance of 380.09 feet to an iron pipe or pin; thence 8 0 24 20 W for a distance of 392.0 feet to a cement marker; thence N 89 43 W for a distance of 656.55 feet to another cement marker; thence N 0 05 50 W for a distance of 392 feet to the point of origin.

Parcel No: R100 028 000 089A 0000

Property Address: 44 Donaldson Camp Rd., Beaufort, SC 29906

All that certain piece, parcel, or lot of land, situate, lying, and being on Port Royal Island, Beaufort County, South Carolina, containing 2.54 acres as shown on plat prepared for the Heirs of Stephen Ramsey by Rod C. Spann dated January 17, 1983 and recorded in the Office of the Clerk of Court for Beaufort County in Book 31 of Plats, at Page 80. Said property is bounded on the North by the marshes of Habersham Creek, Northwest by property now belonging to the Heirs of Stephen Ramsey, East by property to be conveyed to Eugene Pringle, South by property now belonging to Clinton R. Douglas, and West by Property now belonging to Clinton R. Douglas.

Being a part of the property conveyed to the Grantors by W. Henry Jackson, Clerk of Court for Beaufort County, by Deed dated January 17, 1980 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Book 295 of Deeds, at Page 465.

Parcel No: R100 028 000 089E 0000

Property Address: 44 Donaldson Camp Rd., Beaufort, SC 29906

6. Plaintiff filed an Execution of Judgment on January 9, 2018 to enforce the judgment and was returned NULLA BONA on February 23, 2018. (Pl.'s Ex. A).
7. Upon information and belief, Susie M. Douglas died in North Carolina in 2009, and no ancillary probate estate was opened in Beaufort County.
8. Upon information and belief, Clinton R. Douglas died in North Carolina in 2016, and there is an open probate estate pending in Charlotte-Mecklenburg County, although no ancillary probate estate was opened in Beaufort County.
9. The Subject Properties secure the payment of the judgment against Clinton R. Douglas and Susie M. Douglas and constitutes a valid first lien on the Subject Properties.
10. Any notice required by State or Federal law has been given to the applicable Defendant(s) prior to the commencement of this action.
11. Upon information and belief, said information having been obtained from the records of Beaufort County, South Carolina, the Defendant(s) below named may be heirs of the Estate of Clinton R. Douglas and Susie M. Douglas and have or may claim to have some interest in the Subject Properties: Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding, Brenda Spears, and Darrell Douglas.
12. John Doe and Richard Roe are named as Defendants in this action to represent the unknown heirs or devisees of any of the Defendants, if any of them is deceased or under a legal disability, and as Representatives of all other persons or entities who are unknown, who may claim or have any right, title, interest in, or lien upon the real estate described above, and any unknown adults in a class designated as John Doe, and any unknown infants or persons under a disability or in the military service in a class known as Richard Roe.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Judgment held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits, or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the subject properties and hold the same subject to the further order of this Court.
- C. Plaintiff's Judgment Lien be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Subject Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:
 - First, to the costs and expenses of the within action and said sale;
 - Second, to the payment and discharge of the amount of the Judgment, together with attorney's fees as aforesaid;
 - Third, the surplus, if any, be distributed according to law; and
- E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Beaufort County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and

peaceable possession of said property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

/s/ Laura A. Gregg
Laura A. Gregg, Esq., SC Bar No.: 100531
GREGG LAW FIRM, LLC
P.O. Box 601
Port Royal, SC 29935
P: (843) 505-6566
E: lgregg@gregglawsc.com
Attorney for Plaintiff

Beaufort, SC
April 20, 2018

EXHIBIT A



P. J. Tanner
Sheriff

OFFICE OF SHERIFF
BEAUFORT COUNTY
POST OFFICE BOX 1758
BEAUFORT, SOUTH CAROLINA 29901

AREA CODE (843)
SHERIFF 255-3200
CHIEF DEPUTY 255-3200
CRIMINAL RECORDS 255-3200
CRIMINAL WARRANTS 255-3200
CIVIL RECORDS 255-3200
JUDGMENTS 255-3200
FAX # 255-9888
WEB SITE www.bcsa.net

February 23, 2018

Laura A. Gregg, Esquire
Post Office Box 601
Port Royal, South Carolina 29935

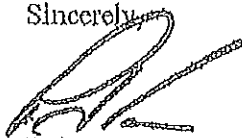
Re: Kevin Holmes vs Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and
Susie M. Douglas
Judgment Roll No: 2011CP0702743

Dear Sir or Madam:

This is to inform you that the Execution Against Property in the above referenced matter is being forwarded to the Clerk of Court for Beaufort County and stamped as follows:

"NULLA BONA" February 23, 2018. I hereby certify that, after diligent search, I have been unable to locate any property in the name of the defendant on which to levy and the within Execution is being returned to the Clerk of Court for Beaufort County, "NULLA BONA", as of this date by request of the Plaintiff's Attorney.

Sincerely,


P. J. TANNER
SHERIFF

PJT/let

cc: Clerk of Court



Beaufort County Sheriff's Office... "Dedicated, Professional Service."

ELECTRONICALLY FILED - 2018 APR 20 4:04 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0702743
FILED - 2018 FEB 27 2:07 PM - BEAUFORT - COMMON PLEAS - CASE#2011CP0702743

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT
CASE NO.: 2011-CP-07-02743

EXECUTION OF JUDGMENT
Judgment Filed November 23, 2011
in the amount of \$483,000.00

 γ

Defendants.

Judgment was rendered in the above-captioned action against Defendants Studio Seven Club Inc., Eric Douglas, Clinton R. Douglas, and Susie M. Douglas (the "Judgment Debtors") in favor of Kevin Holmes in the amount set forth above, together with any other amounts accruing pursuant to the Order Granting Judgment Against Defendants in Default, which has been entered in the Judgement Roll filed in the Office of the Clerk of Court for Beaufort County. A true and correct copy of the Order Granting Judgment Against Defendants in Default is attached hereto as Exhibit A. The judgment remains unpaid in its entirety.

Exhibit A. The judgment remains unpaid in its entirety.

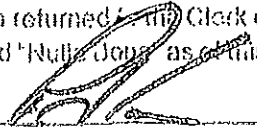
Therefore, we request that you satisfy the Judgment out of the personal property of Judgement Debtors within Beaufort County, or if sufficient personal property cannot be found, then out of the real property in Beaufort County belonging to Judgment Debtors on the day the judgment was docketed in Beaufort County or at any time thereafter in whose ever possession it may be, and return this Execution according to law to the Clerk of Court of Beaufort County.


Laura A. Gregg, Esquire
P.O. Box 601
Port Royal, SC 29935
(843) 505-6566
lgregg@uregulawsc.com
Attorney for Plaintiff

ATTESTED BY:

Clerk of Court for the County of Beaufort
This 10 day of January 2017

"NULLA BONA" 2.23.18
After diligent search, I have been unable to locate any property in the name of the defendant on which to levy and the within execution is being returned to the Clerk of Court for Beaufort County, marked "Nulla Bona" as of this date.


Circuit

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NUMBER: 2019-CP-07-

Ronnie L. Douglas, Eric J. Douglas,
Jacqueline Walker, Donna Harding,
Diane Brenda Spears,

SUMMONS
(Jury Trial Requested)

Plaintiffs,

v.

Kevin Holmes,

Defendant.

TO: KEVIN HOLMES, THE DEFENDANT HEREIN:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber at his office, MOSS, KUHN & FLEMING, P.A., Post Office Drawer 507/1501 North Street, Beaufort, South Carolina 29901-0507, within thirty (30) days from the date of service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the aforesaid time, the Plaintiff in this action will apply to the Court for a judgment by default and the relief demanded in the attached Complaint.

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
James H. Moss, Esquire
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
August 29, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
	)	CASE NUMBER: 2019-CP-07-
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding,	)	COMPLAINT
Diane Brenda Spears,	)	(Jury Trial Requested)
	)	
Plaintiffs,	)	
v.	)	
Kevin Holmes,	)	
	)	
Defendant.	)	

The Plaintiffs, complaining of the Defendant, alleges:

FOR A FIRST CAUSE OF ACTION
[Action to Set Aside Judgment]

1. That the Plaintiffs, Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding and Diane Brenda Spears the heirs at law and next of kin of Clinton R. Douglas and Susie M. Douglas both deceased.
2. That the Defendant, Kevin Holmes is a resident of Beaufort County, State of South Carolina and represented by the Svalina Law Firm, P.A.
3. That the Defendant herein instituted a law suit in Beaufort County, State of South Carolina against Clinton R. Douglas, Susie M. Douglas, Eric Douglas and Studio Seven Club Inc., for injuries and damages from alleged shooting at Studio Seven Club, Inc.
4. That at the time of the institute of that cause of action, Susie M. Douglas was deceased. No personal representative had been appointed to her estate nor was the estate served by any Summons and Complaint.
5. That Clinton R. Douglas was living out of the state of the State of South Carolina and was not personally served with any Summons and Complaint concerning the events for

which a judgement was eventually obtained. That Clinton R. Douglas was not present at the Studio Seven Club, Inc., when the events in the complaint occurred.

6. That Studio Seven Club, Inc., at the time of said service was closed and the registered agent if any was never properly served with any said Summons and Complaint.

7. That a Summons and Complaint was filed in the Courthouse of Beaufort County the State of South Carolina on July 1, 2011 by the Defendant, Kevin Holmes.

8. That the Complaint further alleged that Eric J. Douglas was the owner, operator, manager and/or in charge of control of the Defendant, Studio Seven Club, Inc., was not correct.

9. That the law firm representing the Defendant was filed by the Svalina Law Firm. Said Complaint further states, upon information and belief during the early morning hours of July 5, 2008 the Defendant, Kevin Holmes was on the premises and was a patron and/or customer of the Defendant, Studio Seven Club, Inc., located at 44 Donaldson Camp Road. Apparently, the Summons and Complaint was forwarded by the office of Samuel S. Svalina to a defense attorney by the name of Duke R. Highfield at the firm of Young Clement Rivers, LLP, a copy of which is attached hereto and made a part hereof as Plaintiffs Exhibit 1. An extension of time after appearance was also given to Duke R. Highfield.

10. Thereafter Colony Specialty referred to an event that occurred on July 4, 2008 on behalf of Colony National Insurance Company received an extension of time to September 16, 2011. See Exhibit 2.

11. Thereafter on November 20, 2012 approximately one year later the present Defendant sent to Duke Highfield an Affidavit of Entry of Default, an Entry of Default as to Studio Seven Club, Inc., Eric J. Douglas, Clinton R. Douglas and Susie M. Douglas [deceased].

12. Thereafter, an Affidavit of Default was filed and thereafter a damages hearing was set without proper service and notice to the Defendants and those who made an

appearance. Under the Law of the State of South Carolina, when a damages hearing is set not only all Defendants be notified but also anyone who has made an appearance should be notified.

13. That service was never performed or served by the Defendant herein or his Attorneys and the Judgment entered thereafter should be stricken and declared null and void as improper service on the initial Defendant's, improper service of Default Hearing to all Defendant's and others who had made an appearance.

14. That the corporate Defendants could only act through its agents and the Plaintiffs are entitled to be protected by the corporate veil.

15. That the Plaintiff's had no knowledge of the action taken by Kevin Holmes in obtaining a hearing of default judgement until knowledge of a lawsuit filed by the Plaintiff against multiple Defendants' on April 20, 2018 in Beaufort County Court of Common Pleas.

16. That Order of Judgement was never served on the Defendants as sent to the wrong address thereby not allowing appeal of the decision to the court at the default hearing.

17. This action is brought to set aside judgement for fraud, misrepresentation or other misconduct of the adverse party and further the judgement should be declared void pursuant to Rule 60 S.C.R.C.P.

WHEREFORE, the Plaintiff's pray for judgment against the Defendant in such amounts as may be awarded by a Jury.

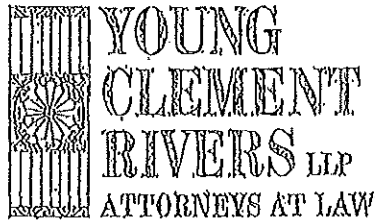
MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
James H. Moss, Esquire
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
August 29, 2019

CHANDLER
28 N. Main Street
P.O. Box 993
CHANDLER, SC 29407-0993
Telephone: (843) 577-4900
www.youngclerk.com

Other Office:
Columbia, SC



Duke R. Highfield

Direct Dial: (843) 729-5456
Direct Fax: (843) 699-1350
E-mail: dhighfield@yrcvllaw.com

August 9, 2011

VIA E-MAIL

Samuel S. Svalina, Esquire
Svalina Law Firm, P.A.
P. O. Drawer 1207
Beaufort, SC 29901-1207



Re: Kevin Holmes v. Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and
Susie M. Douglas
Case No.: 2011-CP-07-02743
Claim No.: 184920
Date of Loss: 7/5/2008

Dear Sammy:

Please let this letter confirm my understanding that you have provided Studio Seven Club, Inc. with a 30-day extension of time in which to answer or otherwise plead. It is my understanding that Studio Seven Club was served on July 18, 2011; therefore, a responsive pleading would now be due on or before September 16, 2011. In that regard, I would appreciate your signing the enclosed and returning it to me via e-mail or facsimile.

Should you have any questions or comments, please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP

Duke R. Highfield

DRH/leh
Enclosure

cc: Michelle Gratz, Colony Insurance Company

ELECTRONICALLY FILED - 2011 AUG 29 11:37 AM - BEAUFORT COMMON PLEAS - CASE#2010CP020701895

ELECTRONICALLY FILED - 2019 Aug 29 11:37 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Postage and Fees Must Be Paid)

OFFICIAL USE

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark Here

Sent to Duke Highfield
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return this card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>B. Hutchinson</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>B. Hutchinson</u> C. Date of Delivery <u>11-26-12</u> D. Is delivery address different from Item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
1. Article Addressed to: <u>Duke Highfield, 259, Po Box 993 Charleston, SC 29402</u>		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ O.O.D.	
2. Article Number: (Transfer from service label) <u>7011 2970 0002 6465 2259</u>		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, February 2004 Domestic Return Receipt 102590-02-M-1040



August 9, 2011

Svalina Law Firm
Attn: Sam Svalina
Fax #: 843 524 4233



Re: Our Insured:	Studio 7 Club, Inc.
Our Claim #:	TBD
Date of Accident:	07/04/2008
Claimant:	Kayla Holmes

Dear Mr. Svalina:

Colony was first made aware today of the lawsuit filed against Studio 7 Club, Inc. by Kayla Holmes regarding a shopping incident that occurred on 07/04/2008. My understanding is the Answer to the lawsuit is due tomorrow, 08/10/2011. I've requested a copy of the Complaint and Summons from Mr. Bessinger with your firm. Additionally, I would like a copy of any correspondence sent to Colony's Insured, Studio 7 Club, Inc. by your firm.

In order for Colony to investigate coverage for the matter, I am requesting a 30 day extension until 09/09/2011 for a response from Colony's Insured to the Complaint. If this is agreeable to you, please confirm the granted extension in writing to me at my email address below. Your professional courtesy is appreciated.

I can be reached at phone 800 577 6614 x3045 and email mgfatz@colonyvspecialty.com. My mailing address is P.O. Box 85122, Richmond VA 23236.

Sincerely,

Michelle R. Gatz, AIC
Senior Claims Examiner
Colony National Insurance Company

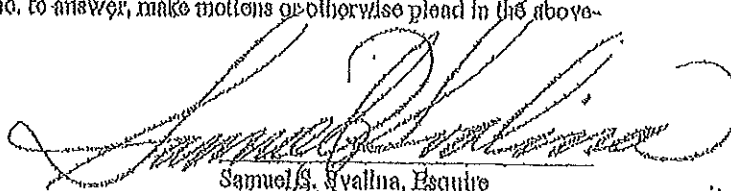
I HEREBY GRANT DEFENDANT, STUDIO SEVEN CLUB, INC., d/b/a STUDIO 7 CLUB, INC., A THIRTY (30) DAY EXTENSION TO ANSWER THE SUMMONS AND COMPLAINT WHICH WAS SERVED ON THE JULY 18, 2011, THEREBY MAKING THE RESPONSIVE PLEADINGS DUE BY SEPTEMBER 18, 2011.

Cc: File

Samuel L. Svalina, Attorneys for Plaintiff, Kayla Holmes
Date: August 9, 2011

Re: Kevin Holmes v. Studio Seven Club, Inc., Bela Douglas, Clinton R. Douglas, and
Suzie M. Douglas
Case No.: 2011-CP-07-02743
Claim No.: 184920
Date of Loss: 7/5/2008

I hereby grant a standard thirty (30) day extension of time through and including September 16, 2011 to Studio Seven Club, Inc. to answer, make motions or otherwise plead in the above-referenced matter.



Samuel S. Svalina, Esquire
Svalina Law Group, P.A.

August 9, 2011
Date

SVALINA LAW FIRM, P.A.

ATTORNEYS AT LAW

601 BLADEN STREET, P.O. DRAWER 1207

BEAUFORT, SOUTH CAROLINA 29901

TELEPHONE: (843) 524-0333 • FAX: (843) 524-4233

EMAIL: Saminy@svalinalawfirm.com

SAMUEL S. SVALINA
SAMUEL L. SVALINA
(1935 - 2013)

CLINTON R. REDFERN
ASSOCIATE

February 12, 2015

VIA UNITED STATES MAIL AND ELECTRONIC MAIL

The Honorable Jerri Ann Roseneau
Beaufort County Clerk of Court
P.O. Drawer 1128
Beaufort, South Carolina 29901-1128
Email: akinard@bcgov.net

Re: Kevin Holmes vs. Studio Seven Club, Inc. et al.
Civil Action No.: 2011-CP-07-2743

Dear Ms. Roseneau:

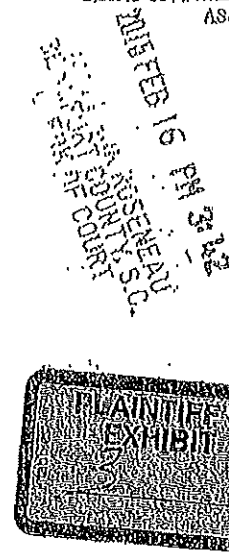
I am in receipt of your correspondence dated February 4, 2015, in regard to the above referenced matter. Please be advised that our firm is in the process of attempting to reach some sort of resolution with the insurance carrier for the Defendant Studio Seven Club, Inc., as to litigation or alternatively will move forward and request a damages hearing. To provide the court with some background as to this action, after the complaint was initially filed and served on the Defendant(s), our firm was contacted by an insurance carrier for Studio Seven Club and an attorney in Charleston requesting an extension to file responsive pleadings to the Complaint. A thirty (30) day extension was granted, however, after the expiration of the thirty (30) days, the Defendant(s) failed to file an answer or otherwise plead, and an entry of default was entered by the court on November 16, 2012 for each of the Defendant(s). If we are unable to get a response from the insurance carrier within one (1) week of this letter as to how they would like to proceed, we will move forward with the default proceedings and request a damages hearing. As a result, we would ask that the case not be dismissed but remain on the active roster. If you need any additional information to accommodate this request, please do not hesitate to contact me.

With kind regards, I am

Sincerely,

SVALINA LAW FIRM, P.A.

Samuel S. Svalina



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding, Diane	)	C.A. NO.: 2019-CP-07-01995
Brenda Spears,	)	
	)	
Plaintiffs,	)	
	)	ANSWER
vs.	)	(Jury Trial Demanded)
	)	
Kevin Holmes,	)	
	)	
Defendant.	)	
_____	)	

TO: JAMES H. MOSS, ESQUIRE, ATTORNEY FOR PLAINTIFFS

Defendant Kevin Holmes, by and through his undersigned attorneys, answers Plaintiffs' Complaint and states as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of Plaintiffs' Complaint not specifically admitted herein is denied.

2. Defendant admits only so much of the allegations contained in Paragraph 1 of Plaintiffs' Complaint which can be construed to allege that Clinton R. Douglas and Susie M. Douglas are both deceased, as of today. Further answering, Paragraph 1 fails to state a claim. The remaining allegations of Paragraph 1 are denied, and strict proof is demanded thereof.

3. Defendant admits the allegations contained in Paragraph 2 of Plaintiffs' Complaint. Defendant is also represented by Laura A. Gregg, Esquire, of Gregg Law Firm, LLC.

4. Defendant admits only so much of the allegations contained in Paragraph 3 of Plaintiffs' Complaint which can be construed to allege that Defendant, on July 1, 2011, instituted a lawsuit in the Beaufort County Court of Common Pleas against Studio Seven Club, Inc., Eric

Douglas, Clinton R. Douglas, and Susie M. Douglas for injuries and damages ("prior action"). Further answering, Defendant directs Plaintiffs' attention to the pleadings in the prior action, which speak for themselves. The remaining allegations of Paragraph 3 are denied, and strict proof is demanded thereof.

5. Defendant admits only so much of the allegations contained in Paragraph 4 of Plaintiffs' Complaint which can be construed to allege that at the time of the filing of Defendant's prior action in Beaufort County, Susie M. Douglas was deceased, although unknown to Defendant at the time. The remaining allegations of Paragraph 4 are denied, and strict proof is demanded thereof.

6. Defendant denies the allegations contained in Paragraph 5 of Plaintiffs' Complaint and demands strict proof thereof.

7. Defendant denies the allegations contained in Paragraph 6 of Plaintiffs' Complaint and demands strict proof thereof.

8. Defendant admits the allegations contained in Paragraph 7 of Plaintiffs' Complaint.

9. Defendant denies the allegations contained in Paragraph 8 of Plaintiffs' Complaint and demands strict proof thereof.

10. Defendant admits only so much of the allegations contained in Paragraph 9 of Plaintiffs' Complaint which can be construed to allege that Defendant was represented by Svalina Law Firm in the prior action, that the Summons and Complaint in the prior action was sent to Duke R. Highfield of Young Clement Rivers, LLP, and that an extension of time was given to Duke R. Highfield. Duke R. Highfield never made an appearance in the prior action, and Defendant denies that he made an appearance. Further answering, Defendant directs Plaintiffs'

attention to the pleadings in the prior action, which speak for themselves. The remaining allegations of Paragraph 9 are denied, and strict proof is demanded thereof.

11. Defendant admits only so much of the allegations contained in Paragraph 10 of Plaintiffs' Complaint which can be construed to allege that Colony Specialty and/or Colony National Insurance Company ("Colony") received an extension of time until September 16, 2011. Further answering, Colony never made an appearance in the prior action, and Defendant denies that it made an appearance. For all Defendant knows, Colony instructed defendants in the prior action that it would not make an appearance. The remaining allegations of Paragraph 10 are denied, and strict proof is demanded thereof.

12. Defendant admits only so much of the allegations contained in Paragraph 11 of Plaintiffs' Complaint which can be construed to allege that Defendant's attorneys in the prior action sent Duke Highfield a letter with enclosed Affidavit for Entry of Default and Entry of Default as to Studio Seven Club, Inc., Eric J. Douglas, Clinton R. Douglas, and Susie M. Douglas. The remaining allegations of Paragraph 11 are denied, and strict proof is demanded thereof.

13. Defendant denies the allegations contained in Paragraph 12 of Plaintiffs' Complaint and demands strict proof thereof. Further answering, neither Duke Highfield nor Colony made an appearance in the prior action, and Defendant denies that Duke Highfield and Colony made appearances.

14. Defendant denies the allegations contained in Paragraph 13 of Plaintiffs' Complaint and demands strict proof thereof. Further answering, neither Duke Highfield nor Colony made an appearance in the prior action, and Defendant denies that Duke Highfield and Colony made appearances.

15. Defendant denies the allegations contained in Paragraph 14 of Plaintiffs' Complaint and demands strict proof thereof.

16. Defendant denies the allegations contained in Paragraph 15 of Plaintiffs' Complaint and demands strict proof thereof.

17. Defendant denies the allegations contained in Paragraph 16 of Plaintiffs' Complaint and demands strict proof thereof.

18. The allegations contained in Paragraph 17 of Plaintiffs' Complaint constitute conclusions of law which require no response. To the extent such a response is required, Defendant denies the same and demands strict proof thereof. Further responding, Paragraph 17 fails to state a claim and fails to state a cause of action.

FOR A SECOND AFFIRMATIVE DEFENSE
(Failure to State a Cause of Action)

19. Defendant incorporates each and every answer to the allegations contained in Plaintiffs' Complaint as if set forth verbatim herein.

20. The allegations contained in Plaintiffs' Complaint fail to state facts sufficient to constitute a cause of action, and therefore, Plaintiffs' Complaint should be dismissed in accordance with Rule 12(b)(6), SCRCP.

FOR A THIRD AFFIRMATIVE DEFENSE
(Statute of Limitations)

21. Defendant incorporates each and every answer to the allegations contained in Plaintiffs' Complaint as if set forth verbatim herein.

22. Plaintiffs failed to commence this action within the time required by the applicable statute of limitations, and such failure constitutes a bar and total defense to Plaintiffs' claims.

FOR A FOURTH AFFIRMATIVE DEFENSE
(Failure to Join Indispensable Party)

23. Defendant incorporates each and every answer to the allegations contained in Plaintiffs' Complaint as if set forth verbatim herein.

24. Plaintiffs failed to name or to join necessary parties in the prior action, namely Duke R. Highfield and Colony, and therefore, Plaintiffs' Complaint should be dismissed in accordance with Rule 19, SCRCP. In Plaintiffs' own Complaint, they claim that Duke R. Highfield and Colony are indispensable parties.

FOR A FIFTH AFFIRMATIVE DEFENSE
(Failure to Join Indispensable Party within the Statute of Limitations)

25. Defendant incorporates each and every answer to the allegations contained in Plaintiffs' Complaint as if set forth verbatim herein.

26. Plaintiffs failed to name or to join necessary parties in the prior action, namely Duke R. Highfield and Colony, within the time required by the applicable statute of limitations, and therefore, Plaintiffs' Complaint should be dismissed as a result of their failure to name or to join these parties, pursuant to Rule 19, SCRCP, within the applicable statute of limitations. In Plaintiffs' own Complaint, they claim that Duke R. Highfield and Colony are indispensable parties.

FOR A SIXTH AFFIRMATIVE DEFENSE
(Laches)

27. Defendant incorporates each and every answer to the allegations contained in Plaintiffs' Complaint as if set forth verbatim herein.

28. Plaintiffs' unreasonable and unexplained delay in seeking relief has worked injury, prejudice, and/or disadvantage to Defendant, and therefore, Plaintiffs' Complaint is barred by the doctrine of laches.

FOR A SEVENTH AFFIRMATIVE DEFENSE
(Res Judicata and/or Collateral Estoppel)

29. Defendant incorporates each and every answer to the allegations contained in Plaintiffs' Complaint as if set forth verbatim herein.

30. The purported claims contained in Plaintiffs' Complaint have been adjudicated and directly determined in previous litigation, for example, by the Honorable Marvin H. Dukes, III, in Beaufort County Magistrates Court, and Plaintiffs, having had a full and fair opportunity to litigate these issues, are barred by the doctrines of *res judicata* and/or collateral estoppel.

FOR AN EIGHTH AFFIRMATIVE DEFENSE
(Reservation and Non-Waiver)

31. Defendant reserves any additional and further defense(s) as may be revealed by additional information during the course of discovery and investigation and as is/are consistent with the *South Carolina Rules of Civil Procedure*.

WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant prays that the Complaint be dismissed in its entirety with prejudice, for the costs and attorney's fees of defending this action, and for such other relief as the Court deems fit and proper.

(Signature Block on Following Page)

SVALINA LAW FIRM, P.A.

By: s/ Samuel S. Svalina
Samuel S. Svalina, SC Bar No. 15218
Jacob M. Hughes, SC Bar No. 100646
Post Office Drawer 1207
601 Bladen Street
Beaufort, SC 29901-1207
Phone: (843) 524-0333
Fax: (843) 524-4233
Sammy@svalinalawfirm.com
Jacob@svalinalawfirm.com

-and-

GREGG LAW FIRM, LLC

Laura A. Gregg, SC Bar No. 100531
Post Office Box 601
Port Royal, SC 29935
Phone: (843) 505-6566
lgregg@gregglawsc.com

ATTORNEYS FOR DEFENDANT

February 6, 2020
Beaufort, South Carolina

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

HONORABLE R. FERRELL COTHRAN, JR.

CASE NO.: 2019-CP-07-01995

Ronnie L. Douglas,
Eric J. Douglas,
Jacqueline Walker,
Donna Harding, and
Diane Brenda Spears,

Appellants,

vs.

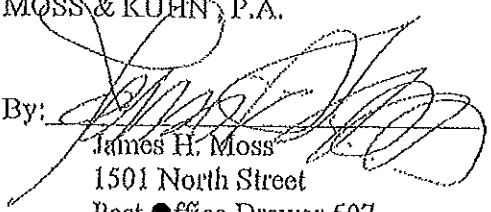
Kevln Holmes

Respondent,

NOTICE OF APPEAL

The Appellants, Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding and Diane Brenda Spears, hereby appeals the Orders of the R. Ferrell Cothran, Jr. entitled "Order Denying Plaintiff's Motion for Reconsideration" filed October 27, 2022, and "Order Granting Defendant's Motion for Summary Judgment," filed August 16, 2022, copies of which are attached hereto. Appellants received written notice of the entry of the Order Denying Plaintiff's Motion for Reconsideration on October 27, 2022.

MOSS & KUHN, P.A.

By: 

James H. Moss
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901
(843)524-3373
(843)524-1302 -- facsimile
jhm@mossandkuhn.com

Beaufort, South Carolina
November 9, 2022

Other Counsel of Record:

Samuel S. Svalina, Esquire
Sammy@svalinalawfirm.com
Jacob M. Hughes, Esquire
Jacob@svalinalawfirm.com
Svalina Law Firm
186 Sea Island Parkway
Beaufort, SC 29907

Laura Gregg, Esquire
lgregg@gregglawsc.com
Gregg Law Firm, LLC
P.O. Box 601
Port Royal, SC 29935

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	CIVIL ACTION NO.: 2019-CP-07-01995
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding, and Diane	)	
Brenda Spears,	)	
	)	
Plaintiffs,	)	
	)	ORDER DENYING
v.	)	PLAINTIFFS' MOTION FOR
	)	RECONSIDERATION
Kevin Holmes,	)	
	)	
Defendant.	)	

This matter is before the Court upon Plaintiffs' Motion for Reconsideration of the Court's August 16, 2022 Order Granting Defendant's Motion for Summary Judgment. On September 6, 2022, Defendant filed a Response in Opposition to Plaintiffs' Motion for Reconsideration. For the reasons provided herein, Plaintiffs' Motion for Reconsideration is DENIED.

On July 22, 2022, the Court heard oral arguments regarding Defendant's Motion for Summary Judgment. Prior to oral arguments, Defendant submitted a memorandum of law in support of his motion, with accompanying exhibits, court records, deposition testimony, and transcript of hearing. Plaintiffs did not file a response to the Motion for Summary Judgment. Following the summary judgment hearing, the Court allowed Plaintiffs ten (10) days to supplement any information relevant to the issues raised at the hearing. On July 27, 2022, Plaintiffs supplemented their Summary Judgment information by filing a letter and a Form 4 Order denying a Motion to Dismiss previously filed by Defendant.

On August 16, 2022, the Court entered its Order Granting Defendant's Motion for Summary Judgment. Plaintiffs filed the instant Motion for Reconsideration on August 25, 2022.

As grounds for reconsideration, Plaintiffs state that (1) at the Summary Judgement hearing, "Defendant argued that this matter had already been dismissed," (Pls.' Mot. for Recons. at 1), and (2) "[t]he motion for Summary Judgement was not heard," (*Id.* at 1-2).

As for the first ground for reconsideration, Defendant did not argue that this action had already been dismissed at the Summary Judgement hearing. Further, the Court did not indicate "concern regarding [any] alleged dismissal." (*Id.* at 2). Rather, the Court observed that the motion to dismiss was made pursuant to Rule 12(b)(6), SCRCP, and denied accordingly. Thus, the denial of Defendant's motion to dismiss was undisputed at the hearing.

As for the second ground for reconsideration, the Court heard Defendant's Motion for Summary Judgment at a duly noticed hearing on July 22, 2022. Prior to the hearing, Plaintiff failed to submit a response to Defendant's Motion for Summary Judgment. At the hearing, the Court did not exclude any argument from Plaintiffs and even allowed Plaintiffs ten (10) days to supplement any information relevant to the issues raised at the hearing. Ultimately, Plaintiffs failed to address the relevant issues raised at the summary judgment hearing, as argued by Defendant and set forth more fully in the Court's August 16, 2022 Order.

Therefore, the Court DENIES Plaintiffs' Motion for Reconsideration.

IT IS SO ORDERED.

The Honorable R. Ferrell Cothran, Jr.

October ____, 2022
Manning, South Carolina



Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: ☒ Order/Other

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2022-10-26 13:45:03 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
	)	CIVIL ACTION NO.: 2019-CP-07-01995
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding, and Diane	)	
Brenda Spears,	)	
	)	
Plaintiffs,	)	
	)	ORDER GRANTING
v.	)	DEFENDANT'S MOTION FOR
	)	SUMMARY JUDGMENT
Kevin Holmes,	)	
	)	
Defendant,	)	

Plaintiffs filed this action on August 29, 2019, pursuant to Rule 60(b) of the South Carolina Rules of Procedure, asking this Court to set aside a default judgment entered by the Beaufort County Court of Common Pleas on November 23, 2015. This matter is before the Court upon Defendant's Motion for Summary Judgment.

The Court heard oral argument regarding Defendant's motion on July 22, 2022. Present at the summary judgment hearing were James H. Moss, Esquire, counsel for Plaintiffs, and Jacob M. Hughes, Esquire, defense counsel. Defendant submitted a memorandum of law in support of his motion, with accompanying exhibits, court records, deposition testimony, and transcript of hearing. At the conclusion of the summary judgment hearing, the Court allowed Plaintiffs ten (10) days to supplement any information relevant to the issues raised at the hearing. For the reasons set forth below, Defendant's Motion for Summary Judgment is GRANTED.

FACTS/PROCEDURAL BACKGROUND IN THE 2011 LAWSUIT AND FORECLOSURE ACTION

Plaintiffs are heirs of Clinton Douglas and Susie Douglas. On July 1, 2011, Defendant, represented by Svalina Law Firm, filed a premises liability action against Clinton Douglas, Susie

Douglas, Eric Douglas, and Studio Seven Club, Inc., for injuries and damages Defendant sustained during a shooting at Studio Seven Club in Beaufort County (the "2011 Lawsuit"). *See Holmes v. Studio Seven Club, Inc. et al.*, 2011-CP-07-02743.

After Studio Seven Club was served with the summons and complaint, Colony National Insurance Company sent a letter to Svalina Law Firm on August 9, 2011, requesting an extension of time for Studio Seven Club to answer the complaint. Svalina Law Firm granted the extension. Following the extension of time, no answer was filed on behalf of Studio Seven Club.

On November 16, 2012, the Beaufort County Clerk of Court recorded entries of default as to all defendants in the 2011 Lawsuit. On November 23, 2015, the Court of Common Pleas entered its final order of judgment by default in the amount of \$483,000.00. The Court found that Clinton Douglas, Susie Douglas, Eric Douglas, and Studio Seven Club were properly served with the summons and complaint, the motion for default judgment, and the notice of damages hearing.

Clinton and Susie Douglas owned three adjoining parcels of real estate in Beaufort County (the "Subject Properties") as tenants in common. While in operation, Studio Seven Club was located on one of the Subject Properties. Upon Susie Douglas' death, title to the Subject Properties passed by operation of law to her husband, Clinton Douglas, and to her heirs, including Eric Douglas. *See S.C. Code Ann. §§ 62-2-102 through -103 (1976)*. Thus, the judgment lien created by the default judgment in the 2011 Lawsuit attached to the property interests of Clinton Douglas and Eric Douglas. Clinton Douglas passed away in Georgia on August 29, 2016.

On April 20, 2018, Defendant filed an action to foreclose the judgment lien, naming as defendants the Estates of Clinton Douglas and Susie Douglas and their heirs: Eric Douglas, Ronnie Douglas, Jacqueline Walker, Donna Harding, and Brenda Spears (collectively, "foreclosure defendants"). *See Holmes v. Estates of Clinton R. Douglas and Susie M. Douglas et al.*, 2018-CP-

07-00831. On September 10, 2018, the foreclosure action was referred to the Honorable Marvin H. Dukes, III, Master-in-Equity. None of the foreclosure defendants filed an answer, and an entry of default was entered.

A default final hearing to foreclose the judgment lien attached to the Subject Properties was scheduled on October 18, 2018. At the hearing, foreclosure defendants requested a continuance to investigate the judgment subject to foreclosure, which the Master granted.

On April 4, 2019, a second default final hearing was held. Prior to the hearing, foreclosure defendants moved to set aside the judgment in the 2011 Lawsuit pursuant to Rule 60(b).

DENIAL OF MOTION TO SET ASIDE DEFAULT JUDGMENT

On May 20, 2019, the Master heard foreclosure defendants' Rule 60(b) motion to set aside the default judgment. The Master took testimony from Ronnie Douglas and Eric Douglas and accepted several exhibits into evidence. As noted by the Master, foreclosure defendants' counsel put on the record at the hearing that he represented not only the Estates of Clinton and Susie Douglas but also the entire "Douglas family." Plaintiffs in the case *sub judice* were named parties in the foreclosure action.

Foreclosure defendants argued the default judgment should be vacated because service was improper on defendants in the 2011 Lawsuit. Specifically, foreclosure defendants maintained that Clinton Douglas was incompetent and suffering from Alzheimer's at the time of service and Susie Douglas was deceased and could not be served. Foreclosure defendants also asserted that Studio Seven Club had been dissolved before it was served on July 18, 2011, which was contradicted by defendants' exhibit showing articles of dissolution were not filed with the South Carolina Secretary of State until August 26, 2011. No argument was made that Eric Douglas was improperly served in the 2011 Lawsuit.

On July 2, 2019, the Master denied foreclosure defendants' Rule 60(b) motion, finding the default judgment was valid. (Order Denying Defs.' Mot. to Dismiss Default J.). First, the Master observed that "[foreclosure] Defendants . . . have not filed a separate motion in the Court of Common Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect." (*Id.* at 2). As to the merits, the Master found that whether service of Susie Douglas was proper "does not affect the judgment against her husband, Clinton R. Douglas, and issue, Eric J. Douglas, in the same lawsuit." (*Id.*). The Master explained that "[b]ecause property owned by Susie M. Douglas passed by operation of law to Clinton R. Douglas and Eric J. Douglas, the judgment lien still attaches to their interest in the real estate subject to foreclosure." (*Id.* at 2-3).

As to Studio Seven Club, the Master found "service was accomplished by serving Eric J. Douglas, who qualifies as a 'managing or general agent'" (*Id.* at 3). Furthermore, the Master found that because Studio Seven Club "failed to follow South Carolina law requiring [it] to have an accurate registered agent listed with the Secretary of State, service of Clinton R. Douglas, who owned Studio Seven Club . . . and the property on which the club was located, provided additional notice to Studio Seven Club . . . as [Clinton Douglas] would also qualify as a managing or general agent." (*Id.* at 4). Nonetheless, the Master determined "that whether service of Studio Seven Club, Inc. was proper in the 2011 action does not affect the foreclosure action" because "[t]here is no evidence the corporation owned the real estate that is subject to foreclosure." (*Id.*).

Finally, the Master addressed service of Eric Douglas and Clinton Douglas in the 2011 Lawsuit; "As to whether the Court of Commons Pleas had personal jurisdiction of the other defendants—Eric J. Douglas and Clinton R. Douglas—in the 2011 action, I find service of process was proper and the judgment entered by the Court of Common Pleas stands against those defendants." (*Id.*).

Foreclosure defendants did not appeal the Master's denial of their Rule 60(b) motion. Instead, Plaintiffs filed this action on August 29, 2019, seeking to set aside the default judgment based on identical arguments rejected and ruled upon by the Master.

STANDARD OF REVIEW

Summary judgment is appropriate when the pleadings, depositions, interrogatory answers, admissions on file, and any affidavits show that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Rule 56(e), SCRCP. "[T]he opposing party may not rest upon mere allegations or denials, but must respond with specific facts showing a genuine issue." *City of Columbia v. Town of Irmo*, 316 S.C. 193, 195, 447 S.E.2d 855, 857 (1994). A court should grant summary judgment "when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ." *Hedgepath v. Am. Tel. & Tel. Co.*, 348 S.C. 340, 355, 559 S.E.2d 327, 336 (Ct. App. 2001).

LAW/ANALYSIS

- I. Plaintiffs failed to appeal the Master's denial of their Rule 60(b) motion to set aside the default judgment, which was a final judgment on the merits, and accordingly, this unappealed ruling is the law of the case and cannot be contested.

On July 2, 2019, the Master denied foreclosure defendants' motion to set aside the default judgment pursuant to Rule 60(b), SCRCP, finding the judgment was valid. Foreclosure defendants, including Plaintiffs, failed to appeal the denial of their motion to set aside the default judgment, which was a final judgment on the merits. See *Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, 428 S.C. 261, 265-66, 834 S.E.2d 204, 206 (Ct. App. 2019), *aff'd as modified on other grounds*, 432 S.C. 633, 856 S.E.2d 150 (2021) ("The denial of a motion to set aside a default judgment is immediately appealable as it is a final judgment on the merits.").

"An unappealed ruling is the law of the case and requires affirmance." *Transp. Ins. Co. & Flagstar Corp. v. S.C. Second Inj. Fund*, 389 S.C. 422, 431, 699 S.E.2d 687, 691 (2010); *see also* *Buckner v. Preferred Mut. Ins. Co.*, 255 S.C. 159, 160-61, 177 S.E.2d 544, 544 (1970) (finding an unchallenged ruling, "right or wrong, is the law of th[e] case"); *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 327 S.C. 238, 241, 489 S.E.2d 470, 472 (1997) ("There was no appeal of the master's ruling This unappealed ruling is the law of the case . . . and should not have been considered by the Court of Appeals.").

"An appealable order from which no appeal is taken becomes the law of the case in all subsequent proceedings involving the same parties and the same subject matter," *Prof'l Bankers Corp. v. Floyd*, 285 S.C. 607, 613, 331 S.E.2d 362, 365 (Ct. App. 1985).

Plaintiffs did not appeal the Master's ruling denying their motion to set aside the default judgment, which was a final judgment on the merits. Thus, the validity of the judgment became the law of the case. The current action, involving the same parties and seeking to set aside the same judgment, is improper.

II. Plaintiffs have failed to produce any evidence showing entitlement to relief under Rule 60(b), and this action is untimely as a matter of law.

Although the validity of the default judgment is the law of the case and determinative in this action, the Court further finds that Plaintiffs have failed to meet their burden of presenting evidence proving the facts essential to entitle them to relief.

Rule 60(b), SCRCP, provides grounds upon which a court may relieve a party from a final judgment, three of which have been asserted by Plaintiffs:

- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

- (3) fraud, misrepresentation, or other misconduct of an adverse party;
- (4) the judgment is void.

To seek relief from a default judgment, a party must provide an explanation for the default and give reasons why vacation of the judgment would serve the interests of justice. *Sundown Operating Co. v. Intedge Indus., Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009). "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 defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted." *Id.* at 607-08, 681 S.E.2d at 888.

According to the South Carolina Supreme Court, "[t]he 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.* at 608, 681 S.E.2d at 888. Rather, relief from default judgment under 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.'" *Id.* (quoting Rule 60(b), SCRPC). "The movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle him to relief." *Bowers v. Bowers*, 304 S.C. 65, 67, 403 S.E.2d 127, 129 (Ct. App. 1991).

A. Plaintiffs have presented no newly discovered evidence.

Rule 60(b)(2) allows a court to set aside a judgment when there is "newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b)." The rule requires, without exception, that relief be sought "within a reasonable time" and "not more than one year after the judgment, order, or proceeding was entered," Rule 60(b), SCRPC. "The one-year limit [of Rule 60(b)] is a non-discretionary mandate," *Coleman v. Dunlap*, 303 S.C. 511, 513, 402 S.E.2d 181, 183 (Ct. App. 1991).

On the merits, to be entitled to relief under Rule 60(b)(2), "the moving party must establish that the newly discovered evidence: (1) will probably change the result if a new trial is granted; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching." *See. Hous. Found. v. Smith*, 380 S.C. 621, 638, 670 S.E.2d 680, 689 (Ct. App. 2008) (citation and internal quotation marks omitted).

The Court notes that Plaintiffs did not file a written response to the motion for summary judgment. Having reviewed the Complaint and miscellaneous exhibits submitted by Plaintiffs in this action, it is clear that Plaintiffs fail to establish the existence of any of the five elements required for relief under Rule 60(b)(2). In fact, Plaintiffs do not allege specifics as to what "newly discovered evidence" exists. Furthermore, Rule 60(b)(2) contemplates the occurrence of a trial on the merits from which a judgment is rendered, not a default hearing. *Cf.* Rule 59, SCRCP (setting forth the standards and procedure for motions for a new trial). Regardless, this action is untimely as a matter of law, as relief must be sought "not more than one year after the judgment, order, or proceeding was entered." Rule 60(b), SCRCP.

B. Plaintiffs have presented no evidence of fraud, misrepresentation, or other misconduct.

Rule 60(b)(3) allows a court to set aside a judgment due to "fraud, misrepresentation, or other misconduct of an adverse party." Without exception, relief must be sought "not more than one year after the judgment, order, or proceeding was entered." Rule 60(b), SCRCP.

Consistent with the analysis above, the nearly four-year delay between the time the default judgment was entered on November 23, 2015, and Plaintiffs' filing this action serves as an absolute bar, because "[t]he one-year limit is a non-discretionary mandate." *Coleman*, 303 S.C. at 513, 402 S.E.2d at 183.

Even if the Court were to address the merits, summary judgment is still appropriate. Plaintiffs allege in the Complaint that the judgment should be set aside for “fraud, misrepresentation, or other misconduct.” (Compl. ¶ 17). While they generally allege service of process issues, Plaintiffs fail to present any facts or provide any evidence that would rise to the level of fraud or misrepresentation. *See Hansen v. DHL Labs., Inc.*, 316 S.C. 505, 511, 450 S.E.2d 624, 628 (Ct. App. 1994), *cert. granted, decision aff’d*, 319 S.C. 79, 459 S.E.2d 850 (1995) (listing the elements necessary to prove fraud); *see also West v. Gladney*, 341 S.C. 127, 133, 533 S.E.2d 334, 337 (Ct. App. 2000) (listing the elements necessary to prove misrepresentation). There is no evidence whatsoever to prove the existence of fraudulent intent, an essential element of fraud. *See Perry v. Heins at Law of Gadsden*, 357 S.C. 42, 47, 590 S.E.2d 502, 504–05 (Ct. App. 2003).

As the South Carolina Supreme Court has held, Rule 60(b) “requires a more particularized showing of . . . fraud, misrepresentation, or ‘other misconduct of an adverse party’ ” to entitle the movant to relief. *Sundown Operating Co.*, 383 S.C. at 608, 681 S.E.2d at 888. In this case, Plaintiffs have submitted no evidence, much less a particularized showing, of fraud, misrepresentation, or other misconduct of an adverse party that would entitle them to relief.

C. The default judgment is not void.

Rule 60(b)(4) allows a court to set aside a judgment when the judgment is void, but the action must be brought “within a reasonable time.” *See also McDaniel v. U.S. Fidelity and Guar. Co.*, 324 S.C. 639, 643–44, 478 S.E.2d 868, 870–71 (Ct. App. 1996) (holding “the reasonable time requirement applies to Rule 60(b)(4)”). “[T]he ‘reasonable time’ limitation is discretionary and should be determined under the facts and circumstance of each case.” *Id.*

Plaintiffs, however, have presented no evidence that the judgment is void. Moreover, the Master explicitly found the default judgment was valid. *See supra* pp. 3–6 and accompanying

analysis. Plaintiffs failed to appeal the Master's denial of their motion to set aside the default judgment, which was a final judgment on the merits.

Because the validity of the judgment is the law of the case and because Plaintiffs have failed to meet their burden of presenting evidence proving facts essential to entitle them to relief, as well as the untimeliness of this action under Rule 60(b), summary judgment is proper.

CONCLUSION

For the foregoing reasons, the Court finds that there is no genuine issue of material fact, and Defendant is entitled to judgment as a matter of law. Therefore, the Court GRANTS Defendant's Motion for Summary Judgment.

IT IS SO ORDERED,

The Honorable R. Ferrell Coltran, Jr.

August ____, 2022
Manning, South Carolina



Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: Order/Summary Judgment

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2022-08-15 10:51:17 page 11 of 11

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

HONORABLE R. FERRELL COTHRAN, JR.

CASE NO.: 2019-CP-07-01995

Ronnie L. Douglas,
Eric J. Douglas,
Jacqueline Walker,
Donna Harding, and
Diane Brenda Spears,

Appellants,

vs.

Kevin Holmes

Respondent.

CERTIFICATE OF SERVICE

Undersigned certifies that the Notice of Appeal, to which this certificate is affixed, was served upon the party (s) to this action by depositing a copy of same, enclosed in a first class, postpaid wrapper properly addressed to the attorney(s) of record and by email:

The Honorable Jerri Ann Roseneau
Clerk of Court for Beaufort County
102 Ribaut Road
Post Office Drawer 1228
Beaufort, South Carolina 29901

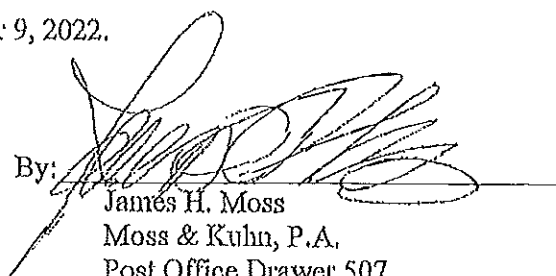
Samuel S. Svalina, Esquire
Sammy@svalinalawfirm.com
Jacob M. Hughes, Esquire

Jacob@svalinalawfirm.com
Svalina Law Firm
186 Sea Island Parkway
Beaufort, SC 29907

Laura Gregg, Esquire
lgregg@gregglawsc.com
Gregg Law Firm, LLC
P.O. Box 601
Port Royal, SC 29935

in a post office or official depository under the exclusive care and custody of the United States
Postal Service, on November 9, 2022.

By:



James H. Moss
Moss & Kuhn, P.A.
Post Office Drawer 507
Beaufort, SC 29901-0507
843-524-3373
jim@mossandkuhn.com

) COURT OF COMMON PLEAS
) 2019-CP-07-01995

i

1

1

1

1

—

•

THE HONORABLE R. FERRELL COTHRAN, JR., JUDGE

JAMES H. MOSS, ESQ.
Attorney for the Plaintiff

JACOB MICHAEL HUGHES, ESQ.
Attorney for the Defendant

•

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEXPAGE

There were no witnesses called.

EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EVD</u>

There were no exhibits introduced.

P R O C E E D I N G S

(WHEREUPON, proceedings commenced at 10:11 AM.)

THE COURT: Okay. Are we ready to go on Number 1?

MR. MOSS: Yes, sir, Your Honor.

MR. HUGHES: Yes, sir.

THE COURT: And it's a motion to compel?

MR. HUGHES: That's correct, Your Honor. May it please the Court. Jacob Hughes on behalf of the defendant, Kevin Holmes.

Number 2, I believe, is our motion for summary judgment. And I would ask the Court if we might address that motion first which may render the first motion moot.

THE COURT: Okay.

MR. HUGHES: Your Honor, plaintiffs filed this action on August 29, 2019, pursuant to Rule 60(b) asking this court to set aside a default judgment entered by Beaufort County Court of Common Pleas on November 23, 2015. Defendant argues that the Court should grant summary judgment because the plaintiffs have failed to produce any evidence showing entitlement to relief under Rule 60(b), and this action is untimely under the rule as a matter of law.

If I could provide some background information for the Court. Plaintiffs are the heirs of Clinton Douglas and Susie Douglas, both of whom are deceased. On

1 July 1, 2011, my client, Kevin Holmes, represented by
2 Svalina Law Firm filed a summons and complaint against
3 Clinton and Susie Douglas, Eric Douglas and Studio Seven
4 Club, Inc. for injuries that Mr. Holmes sustained during a
5 shooting at Studio Seven Club. A month after the club was
6 served with the summons and complaint, Colony Insurance
7 Company wrote a letter to our law firm requesting an
8 extension of time for the club to answer the complaint.
9 And on that same day, defense attorney Duke Highfield,
10 Esquire of Young Clement Rivers confirmed the extension
11 granted to the club by letter to our law firm. Following
12 the extension of time, however, no appearance was entered.
13 No answer was filed on behalf of Studio Seven Club.

14 On November 16, 2012, the clerk of court recorded an
15 entry of default as to all defendants in the 2011 lawsuit.

16 On November 23, 2015, the Circuit Court, this court,
17 entered its final order of judgment by default against the
18 defendants in the amount of \$483,000. The Court found
19 that the defendants in the 2011 lawsuit were properly
20 served with the summons and complaint, motion for default
21 judgment and the notice of the damages hearing.

22 And, Your Honor, I would apologize for the plethora
23 of exhibits that were attached to this motion, but I will
24 draw the Court's attention to those which I think are most
25 important. We've submitted Circuit Court's final order of

1 judgment by default as Exhibit 9.

2 While living, Clinton and Susie Douglas owned three
3 adjoining properties of real estate in Beaufort County as
4 tenants in common. Upon Susie Douglas's death, title to
5 these properties passed to her husband, Clinton Douglas,
6 by operation of law and to her heirs, including Eric
7 Douglas. Thus the judgment lien created by the default
8 judgment in the 2011 lawsuit attached to the property
9 interest of Clinton and Eric Douglas.

10 Clinton Douglas passed away in Georgia on August 29,
11 2016, and that was a year almost after this court entered
12 its default judgment against him.

13 On April 20, 2018, Kevin Holmes filed a summons and
14 complaint to foreclose the judgment lien naming as
15 defendants the estates of Clinton and Susie Douglas, Eric
16 Douglas, four other heirs of Clinton and Susie Douglas:
17 Ronnie Douglas, Jacqueline Walker, Donna Harding and
18 Brenda Spears. I believe Mr. Douglas is here with us in
19 the courtroom.

20 If I refer to the plaintiffs as the heirs, that is --
21 that is the reason.

22 The case was referred to the master in equity on
23 September 10, 2018. None of the foreclosure defendants
24 filed an answer, and an entry of default was entered
25 against them.

1 On October 18, 2018, a default hearing was scheduled
2 to foreclose the judgment lien on these properties. At
3 the hearing, the foreclosure defendants, however,
4 requested a continuance to investigate the underlying
5 judgment.

6 On April 4, 2019, a second default hearing was held.
7 Prior to that hearing, the foreclosure defendants moved to
8 set aside the default judgment in the 2011 lawsuit
9 pursuant to Rule 60(b). They chose, the defendants, not
10 to file their Rule 60(b) motion in this court, Circuit
11 Court.

12 On May 20, 2019, the master, Judge Marvin Dukes,
13 across the hall heard this motion. He took testimony from
14 Ronnie and Eric Douglas and accepted several exhibits in
15 evidence. I have attached, Your Honor, a transcript of
16 that hearing for the Court's consideration.

17 The foreclosure defendants argue that the default
18 judgment must be vacated because service was improper on
19 the defendants in the 2011 lawsuit. They asserted that
20 Clinton Douglas was incompetent and suffering from
21 Alzheimer's at the time of service, and Susie Douglas was
22 deceased. They also asserted that Studio Seven Club had
23 been dissolved before it was served on July 18, 2011,
24 which was contradicted by their own exhibit showing that
25 the dissolution articles were not filed until August 26,

1 2011, with the South Carolina Secretary of State. And
2 importantly, Your Honor, there was no argument made that
3 Eric Douglas was improperly served in the 2011 lawsuit.

4 Judge Dukes denied the Rule 60(b) motion, finding the
5 default judgment was valid.

6 Your Honor, attached to our motion for summary
7 judgment is a copy of Judge Dukes's order denying the
8 Rule 60(b) motion of the plaintiffs or the heirs.

9 At the outset of his analysis, the master stated that
10 the foreclosure defendants -- or the defendants did not
11 and have not filed a separate motion in the Court of
12 Common Pleas to overturn the default judgment in the 2011
13 case, therefore, that order is still in effect.

14 The master found that as to the merits, the -- excuse
15 me. The master noted that whether service of Susie
16 Douglas was proper does not affect the judgment against
17 her husband, Clinton R. Douglas, and issue, Eric Douglas
18 in the same lawsuit, because property owned by Susie
19 Douglas passed by operation of law to Clinton Douglas and
20 Eric Douglas, thus, the judgment lien still attaches to
21 their interest and their real estate subject to
22 foreclosure. The master found that the club, Studio Seven
23 Club, was served by serving Eric Douglas who qualifies as
24 a managing or general agent of the club. Furthermore, the
25 master found that Studio Seven Club failed to follow South

1 Carolina law requiring them to have an accurate registered
2 agent listed with the Secretary of State. Nonetheless,
3 even if -- regardless of that, whether Studio Seven Club
4 was served properly in the 2011 lawsuit does not affect
5 the foreclosure action because there is no evidence the
6 corporation owned the real estate that is subject to
7 foreclosure.

8 And then finally, Your Honor, the Court found that
9 service of Eric Douglas and Clinton Douglas in the 2000
10 lawsuit was proper, and the judgment by the Court of
11 Common Pleas stands against those defendants.

12 THE COURT: And when was that order signed?

13 MR. HUGHES: That order was signed, Your Honor,
14 July 2, 2019.

15 THE COURT: Okay. And was that order appealed?

16 MR. HUGHES: It was not.

17 THE COURT: Okay.

18 MR. HUGHES: That's what I was about to state to the
19 Court. The foreclosure defendants failed to appeal the
20 master's denial of their Rule 60(b) motion, which was a
21 final judgment on the merits. Instead, the Court -- the
22 heirs filed this action pursuant to Rule 60(b) asking the
23 Circuit Court to set aside the 2015 judgment based on
24 identical arguments asserted to and denied by Judge Dukes.

25 Your Honor, if I may briefly address the law that

1 would apply to this motion in this case, it is 60(b) which
2 provides five grounds on which a court may relieve a party
3 from a final judgment. We assert that, frankly, none of
4 them apply, but only three could have remote relevance to
5 this action. That would be 60(b)(2), 60(b)(3) and
6 60(b)(4). I would note that 60(b)(2) and 60(b)(3) are
7 time -- strictly time limited, and so the rule requires
8 without exception that relief be sought within a
9 reasonable time and not more than one year after the
10 judgment order or proceeding was entered.

11 But to seek relief from the default judgment, a party
12 must provide an explanation for the default and give
13 reasons why the vacation of the judgment would serve the
14 interest of justice. That's the Sundown Operating Company
15 case, 383 S.C. 601, 681 S.E.2d 885. That's a 2009 South
16 Carolina Supreme Court case.

17 Once a party has put forth a satisfactory explanation
18 for the default, the trial court must also consider, one,
19 the timing of the motion; two, whether the defendant has a
20 meritorious defense; and three, the degree of prejudice to
21 the plaintiff if relief is granted.

22 Both 60(b)(2) and 60(b)(3) require that the motion --
23 or the 60(b)(2) motion or 60(b)(3) motion may not be made
24 not more than one year after the judgment order or
25 proceeding was entered.

1 60(b)(4) says that the judgment is void and it allows
2 the Court to set aside a judgment within a reasonable
3 time, but the reasonable time limitation is discretionary
4 with the Court and should be determined under the facts
5 and circumstances of each case. In the complaint which
6 was filed August 29, 2019, the heirs asked this court to
7 set aside a default judgment it entered on November 23,
8 2015, nearly a four-year lapse in time. The heirs claimed
9 that they could not file this action earlier because they
10 were not properly served and had no knowledge of the
11 default judgment.

12 In their complaint, Your Honor, by their own
13 admission, however, the heirs learned of the default
14 judgment entered against them on April 20, 2018, when
15 Holmes filed the foreclosure action in an attempt to
16 collect the judgment. Your Honor, we would allege that
17 they had knowledge of the default judgment far before that
18 and that they were properly served. But in their own
19 complaint, they allege they knew about it on April 20,
20 2018.

21 After being served with the foreclosure action in
22 2018, it took the heirs 16 months to file this lawsuit to
23 set aside the default judgment even though they were
24 represented by counsel in the foreclosure action. And I
25 believe, Your Honor, that this indicates a pattern of

1 unreasonable delay, most notably being held in default in
2 the 2011 lawsuit and the foreclosure action, and also
3 delaying the filing of their Rule 60(b) motion in the
4 foreclosure proceeding and in this -- and the delay in
5 filing this action.

6 And as I mentioned earlier, the master, Judge Dukes,
7 explicitly found that the underlying default judgment was
8 not void. And as the Court noted, the foreclosure
9 defendants failed to appeal the order denying their
10 Rule 60(b) motion to set aside the default judgment.

11 Your Honor, if I may briefly address an argument that
12 I believe Mr. Moss may assert. He has -- he has stated in
13 the past that Mr. Highfield made an appearance on behalf
14 of the defendants in the 2011 lawsuit. We have attached
15 the only involvement that Mr. Highfield had in this -- in
16 this -- he didn't have any involvement in this action, but
17 he wrote a letter, which I have attached to our motion.
18 He wrote a letter on August 9, 2011, that confirmed the
19 extension of time that was granted to the insurance
20 company. And as I stated at the beginning of my argument,
21 at the expiration of that extension, which our firm
22 granted, no -- no answer was filed before the expiration.
23 No answer was filed by the defendants.

24 Mr. Moss only earlier this year, several months ago,
25 took Mr. Highfield's deposition. Contrary to what the

1 plaintiffs in this action have argued that Mr. Highfield
2 made an appearance in that action in 2011, Mr. Highfield
3 was adamant that his writing a letter confirming an
4 extension was not an appearance, and he was not
5 representing any of the defendants in that action. And I
6 have attached as Exhibit 23 what I believe are relevant
7 highlights from the deposition of Mr. Highfield.

8 THE COURT: Okay.

9 MR. HUGHES: And, Your Honor, that would -- that
10 would be our position, number one, that this action is
11 untimely under the rules as a matter of law and that, two,
12 if the Court decides to address the merits, service was
13 proper on the defendants in the 2011 action. Furthermore,
14 Judge Dukes heard these identical arguments in 2019 and
15 signed an order denying foreclosure defendants' motion
16 pursuant to Rule 60(b), which is identical to this new
17 action. And we would ask the Court that it grant
18 defendant's motion for summary judgment.

19 Thank you.

20 THE COURT: Thank you, sir.

21 Mr. Moss?

22 MR. MOSS: Please the Court, Your Honor. I've got
23 the deposition of Duke Highfield, which we took in
24 Charleston. No question about it. He was given an
25 extension of time by Sam and was given a date which he had

1 to answer. He -- he didn't do that, nor did he
2 (indiscernible) apparently do that. But anyway, that's
3 his deposition that we did take. He's saying we didn't do
4 any discovery. We didn't do a whole lot, but we did that.

5 In regards to his motion, I've basically got a
6 history of the case here. This, of course, has already
7 been given to counsel. This is what we gave to Judge
8 Dukes. And contrary to what he's saying about Judge
9 Dukes, Judge Dukes, actually, they made a motion to
10 dismiss the action that we filed in Circuit Court. Judge
11 Dukes, having read a plethora of information which he was
12 given which counsel says he's going to get, I guess, has
13 put that in the Court record, having gone through,
14 basically, I guess, a ream of paper. And he heard the
15 motion that they made to dismiss and denied the motion.
16 That's -- his order is in there.

17 And in regards to the -- in regards to the default,
18 I'll have to go a little bit about the history of the
19 case. This lawsuit was originally filed on July the 1st
20 of 2011. That's the suit involving the plaintiff for the
21 shooting that occurred in the club, the local club here.
22 Okay. The club didn't own any property. It was --
23 basically, the corporation was set up and thereafter was
24 dissolved. And -- but in any event, the original lawsuit
25 was filed on July the 1st of 2011 involving the shooting

1 that happened at the club.

2 The suit alleged that the defendant, Studio Seven
3 Club, Inc., was at all times material to the -- to the
4 action and was the owner of this entity on the island,
5 which was a club which no longer is operating. Hasn't
6 been operating for a long time.

7 The certificate of incorporation states that the
8 headquarters for the club was located at Number 3,
9 Box 356, Burton, South Carolina. And that becomes
10 important later on because when they started sending
11 notices of default and default hearing, they never sent
12 the notices to the correct address. Okay.

13 On or about July 18, 2011, the Beaufort County
14 Sheriff's Office served a summons and complaint on Erica
15 Brown, the daughter of Eric Douglas, residing at Studio
16 Seven Club, Inc. at 23 Donaldson Road. And apparently,
17 that youngster was given a summons and complaint at that
18 time.

19 On or about July 25th of 2011, a deputy sheriff made
20 -- again served them. The problem was at this time Susie
21 Douglas, the mother and co-owner of the properties out
22 there, was deceased. She died in North Carolina, and
23 there was never any personal representative appointed for
24 her estate in North Carolina, nor did they appoint a
25 personal representative for her estate. And they would

1 just send these letters up there to her last known
2 address. She was deceased at the time. And so that's one
3 of the big problems that appeared throughout this case.

4 On or about August 9th of 2011, Duke Highfield, Esq.
5 for the Young Clement and Rivers Law Firm, made an
6 appearance. And there's no question he made an
7 appearance, and there's no question that he was never
8 given notice of any default judgment or default hearing.
9 Never. That's clear from his deposition that I just put
10 up there, Your Honor.

11 On November 16 of 2012 and based upon the plaintiffs'
12 representations, the Beaufort County clerk of court
13 entered an entry of default as to the defendant Susie M.
14 Douglas without her being served with any papers or her
15 personal representative. And that's all contained in this
16 proposal that I showed you.

17 Long story short, the whole motion in this case is
18 whether they can dismiss the existing complaint, which is
19 what they're asking to do. Judge Dukes already denied
20 that, said no, I'm going to allow them to proceed with
21 this complaint, and -- which we're in the process of
22 doing. And they want -- they want to dismiss that cause
23 of action which is clearly filed and clearly covers the
24 problems that they have encountered in trying to get a
25 default judgment, not notifying anybody by anything other

1 than regular mail, and they send them to the wrong
2 addresses. And all that's contained in here, Your Honor.

3 But the issue today is they want summary judgment on
4 the pleadings that are currently filed in this court and
5 on which they said I hadn't taken any -- done any
6 discovery. We haven't done a lot of discovery, but we did
7 take Duke Highfield's deposition, and that's in the
8 record.

9 But in any event, I'm still entitled to proceed with
10 this. They've shown me nothing where anything has been
11 dismissed by Judge Dukes. Judge Dukes, in fact, heard
12 this case with a plethora of information and denied their
13 motion to dismiss.

14 THE COURT: But he's telling me that Judge Dukes
15 issued an order July the 2nd, 2019 (indiscernible) the
16 exact same issues and did not set aside a default. And
17 there's an order now that wasn't appealed; is that not
18 correct?

19 MR. MOSS: I -- I don't think that is correct, Your
20 Honor. And I'm sure it's outlined in my -- my brief here.
21 And I do not believe that that's correct. Judge Dukes
22 heard the -- the case we'd filed, the recent case. If you
23 read the complaint, it's very specific. He heard that
24 entire motion with probably a ream of paper, which counsel
25 says he handed up to you, apparently. And Judge Dukes,

1 after hearing all of that, just signed an order dismissing
2 their motion to dismiss my cause of action that had been
3 filed in that case. And that's what the judge signed.

4 THE COURT: That was a 12(b)(6) motion? What is he
5 talking about on that?

6 MR. HUGHES: I'm not sure, Your Honor. I would say
7 that Mr. Moss is mistaken, or at least it doesn't address
8 the issue that we brought before the Court which is Judge
9 Dukes's order denying defendant's motion to dismiss
10 default judgment.

11 THE COURT: Okay. So this suit started in 2011.

12 MR. HUGHES: Yes, sir.

13 THE COURT: And ---

14 MR. MOSS: Not -- not this -- not this current suit.
15 It was ---

16 THE COURT: On this issue. And in 2011, the judgment
17 of \$483,000 was given to your client.

18 MR. HUGHES: Yes, sir. That was actually entered by
19 Judge Mullen on November 23, 2015. And it was served on
20 the defendants in that action.

21 THE COURT: Okay. So Judge Mullen had a damages
22 hearing and awarded damages of \$485,000.

23 MR. HUGHES: That is correct, Your Honor.

24 THE COURT: That order was not appealed.

25 MR. HUGHES: No, sir.

1 THE COURT: Then a motion was made somehow in front
2 of Judge Dukes to set aside that judgment.

3 MR. HUGHES: That's correct.

4 THE COURT: And he heard that, litigated that, and
5 issued an order denying set asiding [sic] that.

6 MR. HUGHES: Correct. And took testimony from Ronnie
7 Douglas and Eric Douglas at that hearing.

8 THE COURT: Okay. And that was in 2019. And it
9 wasn't appealed.

10 MR. HUGHES: Yes, sir.

11 THE COURT: And this current lawsuit is trying to set
12 all that aside? Is that what you're telling me under
13 Rule 60(b)? How -- how can we do that? It's past a year.
14 How do you get past -- if it wasn't appealed, how can I
15 change Judge Dukes's order? Because he's already
16 litigated this.

17 MR. MOSS: He has. I'm trying to get a copy of his
18 order, Your Honor. It should be here.

19 THE COURT: Okay.

20 MR. MOSS: But he -- he dismissed their motion to --
21 motion to dismiss my summons and complaint.

22 THE COURT: Okay. But what -- what was that -- was
23 that a summary judgment motion or a 12(b)(6) motion?

24 MR. MOSS: It was a -- it wasn't a summary judgment.
25 It was just a motion they made after we filed the lawsuit

1 to dismiss. And he heard -- he heard a plethora of
2 information as you can see in which Mr. Douglas, my client
3 here, Ronald Douglas, testified, Eric Douglas testified,
4 all of the heirs testified in that matter. And basically,
5 their motion to dismiss -- and there's an order here, I'm
6 hunting for it right now, where the judge just dismissed
7 it and said that he thought that the lawsuit that we're
8 talking about right now was valid and it should go
9 forward.

10 THE COURT: But he'd already issued an order saying
11 that it shouldn't, right? That's what he's telling me.
12 He issued an order saying the judgment stands. And that
13 order was issued July 2, 2019. And it wasn't appealed.
14 How can I change that order?

15 MR. MOSS: I don't know what he's talking, but the
16 judge heard -- the judge heard their motion to dismiss.
17 Okay.

18 MR. HUGHES: Your Honor, would you like a copy of
19 Judge Dukes's order? May I approach, Your Honor?

20 MR. MOSS: And as a result of that hearing -- as a
21 result of that hearing, Judge Dukes denied to dismiss the
22 complaint which meant we went forward. And part of going
23 forward was the taking of the deposition of Mr. Highfield
24 in Charleston who acknowledged that he never got any
25 notice of any default hearing. And under the rule, he

1 should have gotten the notice of any default hearing also.
2 He actually represented the insurance company, apparently,
3 although, he denied representing anybody in this case.

4 THE COURT: So did the insurance company pay off
5 anything in this case?

6 MR. MOSS: No, they didn't. No. They didn't -- they
7 didn't do anything. I didn't get the case till after the
8 statute of limitations had probably run against them, so
9 -- but they -- they paid nothing, apparently.

10 MR. HUGHES: Your Honor, I think earlier Mr. Moss
11 said that Mr. Highfield made an appearance. That's
12 absolutely not correct. He testified in his deposition
13 that I was contacted by Colony specialty on that date,
14 August 9, 2011, about this litigation. And the indication
15 was that they had requested an extension from Mr. Svalina,
16 and I was asked to confirm that, which is what I did,
17 confirm that Mr. Svalina had provided an extension to
18 Studio Seven, and that was the extent of what I did. I
19 never opened the file to work on this matter.

20 THE COURT: Okay.

21 MR. HUGHES: The only thing I received was something
22 along the lines of there is no coverage and you can close.
23 You don't have to do anything. Close your file if you
24 have one, and I did -- I didn't have a file for this
25 particular matter.

1 MR. MOSS: Yeah. But under the rule if he was -- if
2 he made an appearance which was accepted by Svalina Law
3 Firm, he should have gotten notice of any default hearing,
4 and he didn't get no notice of any default hearing, which
5 is clear from his deposition.

6 MR. HUGHES: He did not make an appearance, Your
7 Honor. What Mr. Highfield said in his deposition a couple
8 months ago: I was not retained to represent these parties
9 with respect to this matter. I was asked to confirm an
10 extension that Colony obtained on behalf of the club, and
11 that is what I did. It was a courtesy.

12 And then finally: Do you believe in any way by
13 confirming the extension that my father gave Colony
14 Specialty in the letter that you wrote was in any way an
15 appearance in this matter?

16 Mr. Highfield: I do not.

17 MR. MOSS: He might not consider it an appearance,
18 but I think the Court can certainly consider it an
19 appearance when he was given the extension of time and
20 told when he could file the answer.

21 THE COURT: And I understand your arguments, but the
22 problem I have is -- is -- when this case has already been
23 brought before Judge Dukes to set aside (indiscernible).
24 And it was litigated in front of him, and he signed an
25 order in 2019 citing that the judgment was good and it

1 stood. So how can I revisit that?

2 MR. MOSS: Well, that -- that order is not in this
3 case, to my knowledge. In this case we heard a plethora
4 of information before him, and their motion was to dismiss
5 the present case, which they're asking for summary
6 judgment now. He never -- he never -- he -- in fact, his
7 order refused to dismiss it and said, no, the case can go
8 forward ---

9 THE COURT: Have you got a copy of that order?

10 MR. MOSS: --- in his order.

11 I -- I do, Your Honor. And I don't see it right
12 here, but I know I've got it. It's probably attached to
13 my -- what I've already given you up there.

14 That's what he did. He denied their motion to
15 dismiss this case from the get-go. I haven't had a
16 hearing with my clients.

17 THE COURT: They're making -- they're making a motion
18 to me to dismiss it saying it's already been litigated and
19 it wasn't appealed. Do you -- do you disagree with that?

20 MR. MOSS: I do. Yes, I do.

21 THE COURT: So this order that ---

22 MR. MOSS: I don't know which order they're referring
23 to, but I don't have any -- let me see if I've got the
24 judge's order here. I'm sure I probably do.

25 THE COURT: Okay. It was filed 2019.

1 MR. HUGHES: Your Honor, I'm not sure the motion he's
2 -- Mr. Moss is referring to. I do know that the
3 foreclosure defendants were held in default; however,
4 Judge Dukes did allow, I think, Eric Douglas, even though
5 he was served, because it was not restricted delivery, he
6 allowed Eric Douglas to file an answer to the foreclosure
7 action. All the other defendants in that action are in
8 default. And that action has been at a stalemate because
9 of this new action, which is based on the identical
10 arguments.

11 THE COURT: And in a footnote in this order, you were
12 there, and it said that all -- the attorney for
13 defendants, James H. Moss, certify in the hearing that he
14 represented not only the estate of Clinton and Studio, but
15 the entire family. So you litigated this order in front
16 of Judge Dukes, and he signed . . .

17 MR. MOSS: That can't be the correct order that we're
18 talking about. They made a motion to dismiss this case
19 that's pending before you now.

20 THE COURT: Okay.

21 MR. MOSS: And I'll have to find that order, Your
22 Honor.

23 THE COURT: I see -- I mean, basically ---

24 MR. MOSS: It should be in that -- those documents I
25 handed up to you, but I'm lost. I'll have to look.

1 THE COURT: This case that you say he did dismiss,
2 they made a motion for summary judgment claiming it is --
3 this case has already been fully litigated. And the judge
4 has already ruled against you. It was not appealed
5 (indiscernible).

6 MR. MOSS: I understand that. That -- I don't know
7 what they got. I don't know what order they got that.
8 But -- but I know my client was present at the hearing
9 along with his brother, and the Court basically then
10 signed an order saying that they were not entitled -- they
11 filed a motion to dismiss the case to start with, okay,
12 this same case they're asking summary judgment on. And
13 the Court refused to grant it.

14 THE COURT: Okay.

15 MR. HUGHES: Your Honor, we did file a motion to
16 dismiss in this matter, which was denied by Judge
17 Jefferson.

18 THE COURT: Not by Judge Duke.

19 MR. HUGHES: Correct.

20 THE COURT: Okay. So it's Judge Jefferson's order
21 I'm looking for.

22 But having said that, assuming they didn't dismiss it
23 then, I don't know what grounds. He's claiming it's
24 already been litigated, and I'm just asking you whether
25 you agree with that or whether that's true, because

1 this ---

2 MR. MOSS: No. It hadn't been litigated. It
3 definitely has not been litigated.

4 THE COURT: This order seems to ---

5 MR. MOSS: And -- and I will go back to my office and
6 obtain that order for you.

7 THE COURT: Okay.

8 MR. MOSS: Yeah. I mean, this -- this goes from them
9 trying to serve a dead woman instead of getting a personal
10 representative appointed. Everything they did was, quite
11 frankly, incorrect. So . . .

12 THE COURT: (Indiscernible) a 12(b)(6) motion. She
13 basically didn't dismiss it on a 12(b)(6) because it was
14 not a summary judgment motion. It was based on the
15 pleading. And so ---

16 MR. MOSS: No. That -- that -- that's just not ---

17 THE COURT: I'm reading a -- I'm reading an order
18 (indiscernible) just handed me. Okay.

19 MR. MOSS: Which action does that refer to?

20 THE COURT: It's the same action, 2019-CP-07-01995,
21 Ronnie Douglas, et al., vs. Holmes.

22 She didn't dismiss it on a 12(b)(6) which is proper
23 because it was on the pleadings. But now he's telling me
24 this has been fully litigated by Judge Dukes, and that he
25 ruled and it wasn't appealed. And so I guess I'll give

1 you a chance to go back to your office and look. He's
2 giving me ---

3 MR. MOSS: Yeah. Let me -- let me ---

4 THE COURT: I'll decide on the paper. But if it has
5 been fully litigated by Judge Dukes, I don't know how I
6 can go there. But you can probably explain to me.

7 MR. HUGHES: And, Your Honor, we did attach that
8 transcript of the hearing before Judge Dukes as an exhibit
9 to our ---

10 MR. MOSS: I think I passed up my record up there
11 which is -- which is exactly what we filed.

12 THE COURT: This -- this record you passed up here
13 was the -- the only thing ---

14 MR. MOSS: That's exactly what we filed in our
15 position to the motion to dismiss that they made before
16 Judge Dukes.

17 THE COURT: So Judge Dukes ruled against you.

18 MR. MOSS: No. He didn't in that. He did not. He
19 -- he -- he said he was not going to dismiss our case.

20 THE COURT: I know this -- I thought this was Judge
21 Jefferson. It's Judge Jefferson, not Judge Dukes.

22 MR. MOSS: Well ---

23 THE COURT: She didn't dismiss ---

24 MR. MOSS: I've got nothing. The only thing we heard
25 was before Judge Dukes, and Judge Dukes refused to dismiss

1 it in a clear order. And an order may be attached to
2 that. Is Judge Dukes's order attached to that? It's just
3 a one-page order.

4 THE COURT: That's Judge Jefferson signed that.

5 MR. MOSS: Judge Jefferson never heard anything in
6 this case.

7 THE COURT: May not have, but she sure signed an
8 order and filed it.

9 MR. MOSS: What are the last digits on it?

10 THE COURT: 1 -- 01995.

11 The order's in the file from Judge Jefferson. She
12 didn't dismiss it on a 12(b)(6). It was based solely on
13 the pleadings. And your pleadings got you there. There
14 wasn't -- it appears she didn't have a copy of Judge
15 Dukes's order which already litigated the issues.

16 So if you need this deposition back, you can ---

17 MR. MOSS: That's the deposition, yeah. I don't
18 think that's -- all it shows is he was never served with
19 any notice of default or any notice of a hearing, and I
20 think he is required to be under the rules.

21 THE COURT: Right. But Judge -- that may be true,
22 but Judge Dukes has already ruled that he didn't -- he
23 didn't appear and ruled against you. And that was in
24 2019, and it wasn't ever appealed.

25 MR. MOSS: That's when we filed the suit. Yeah.

1 Okay.

2 THE COURT: Okay. Do you want this back?

3 MR. MOSS: Yes, sir.

4 THE COURT: Anyway, you can -- you need to go look at
5 Judge Dukes's order. It's in the file. And I'll give
6 y'all ten days. And give me whatever additional
7 information and I'll rule on it, okay? Because at least
8 at this point it looks like Judge Dukes has ended this.
9 But if it's not true, you've got ten days to figure that
10 out, let me know, okay?

11 MR. MOSS: Thank you, sir.

12 MR. HUGHES: Thank you, Your Honor.

13 THE COURT: Thank y'all.

14 (WHEREUPON, proceedings concluded at 10:52 AM.)
15
16
17
18
19
20
21
22
23
24
25

1 CERTIFICATE OF REPORTER

2
3 STATE OF SOUTH CAROLINA)

4 COUNTY OF BEAUFORT)

5
6
7 I, CHERYL A. SMITH, Official Court Reporter for the
8 Thirteenth Judicial Circuit of the State of South
9 Carolina, do hereby certify that the foregoing is a true,
10 accurate and complete Transcript of Record of the
11 digitally recorded proceedings had from the DCRP, Digital
12 Courtroom Recorder Project, and evidence introduced in the
13 trial of the captioned case, relative to appeal, in the
14 Court of Common Pleas for Beaufort County, South Carolina,
15 on the 22nd day of July, 2022.

16 I do further certify that I am neither of kin,
17 counsel, nor interest to any party hereto.

18
19 October 14, 2022

20
21
22 Cheryl A. Smith

23 Cheryl A. Smith, CVR-M

24 Court Reporter

25

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
	)	C.A. NO.: 2019-CP-07-01995
Ronnie L. Douglas, Eric J. Douglas, Jacqueline	)	
Walker, Donna Harding, and Diane Brenda	)	
Spears,	)	
	)	
Plaintiffs,	)	
	)	DEFENDANT'S MOTION FOR
vs.	)	SUMMARY JUDGMENT
	)	
Kevin Holmes,	)	
	)	
Defendant.	)	
	)	

TO: PLAINTIFFS AND JAMES H. MOSS, ESQUIRE, THEIR ATTORNEY:

PLEASE TAKE NOTICE that, as soon as he may be heard, at the Beaufort County Courthouse, Defendant Kevin Holmes, by and through his undersigned counsel, will move and hereby moves pursuant to Rule 56, SCRCF, for summary judgment on the grounds that there is no genuine issue of material fact, that Plaintiffs have no evidence supporting their complaint, and that Defendant is entitled to judgment as a matter of law.

PROCEDURAL BACKGROUND IN THE COURT OF COMMON PLEAS

Plaintiffs Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding, and Diane Brenda Spears (collectively, "the Heirs") filed the summons and complaint on August 29, 2019, pursuant to Rule 60(b), SCRCF, asking this Court to set aside a default judgment entered by the Beaufort County Court of Common Pleas on November 23, 2015. (Compl., Ex. 1). On June 11, 2020, Defendant Kevin Holmes ("Holmes") filed a motion to dismiss the complaint, which the Court denied after deciding the issue on the briefs. (Order Denying Mot. to Dismiss, Ex. 2).

The Heirs have not engaged in *any* discovery, sought to depose any witnesses, or made any attempt to prosecute their case, even though there is a discovery deadline of October 4, 2021.

(Consent Scheduling Order, Ex. 3). Moreover, the complaint contains very little factual detail and fails to identify the specific legal basis of the action. This motion for summary judgment relies on the allegations contained in the complaint and attached exhibits, as well as the memorandum opposing Holmes' motion to dismiss and attached exhibits.¹

**STATEMENT OF FACTS AND PROCEDURAL BACKGROUND FOR THE 2011
LAWSUIT AND FORECLOSURE LAWSUIT**

Plaintiffs are heirs of Clinton Douglas and Susie Douglas, both deceased. (Death Certificates, Ex. 4; Compl. ¶ 1, Ex. 1). On July 1, 2011, Holmes, represented by Svalina Law Firm, filed a summons and complaint against Clinton and Susie Douglas, Eric Douglas, and Studio Seven Club, Inc. for injuries Holmes sustained during a shooting at Studio Seven Club (the "2011 Lawsuit").² (2011 Compl., Ex. 5).

A month after Studio Seven Club was served with the summons and complaint, Colony National Insurance Company ("Colony") wrote a letter to Svalina Law Firm requesting an extension of time for Studio Seven Club to answer the complaint. (Letter from Colony, Aug. 9, 2011, Ex. 6). Defense attorney Duke R. Highfield of Young Clement Rivers, LLP confirmed the extension granted to Studio Seven Club. (Letter from Highfield, Aug. 9, 2011, Ex. 7). Following the extension of time, however, no appearance was entered, and no answer was filed on behalf of Studio Seven Club. (See Entries of Default, Ex. 8).

¹ While the memorandum opposing Holmes' motion to dismiss included many allegations that were not contained or referenced in the complaint, those bare allegations are not evidence. (See Heirs' Mem. in Opp. to Mot. to Dismiss, Ex. 20). The Heirs submitted no affidavits or other documentary evidence to establish the allegations. Thus, these unsubstantiated claims are not mentioned in the statement of facts.

² See *Kevin Holmes v. Studio Seven Club, Inc. et. al.*, 2011-CP-07-02743.

On November 16, 2012, the Clerk of Court recorded an entry of default as to all defendants in the 2011 Lawsuit. (*Id.*). On November 23, 2015, the Circuit Court entered its final order of judgment by default against the defendants in the amount of \$483,000. (2015 Order Granting Default J., Ex. 9). The Court found the defendants in the 2011 Lawsuit were properly served with the summons and complaint, the motion for default judgment, and notice of the damages hearing. (*Id.*).

While living, Clinton and Susie Douglas owned three adjoining parcels of real estate in Beaufort County (the "Subject Properties") as tenants in common. (Deeds, Ex. 10). While in operation, Studio Seven Club was located on one of the Subject Properties. (2011 Compl., Ex. 5). Upon Susie Douglas's death, title to the Subject Properties passed by operation of law to Clinton Douglas and to her heirs, including Eric Douglas. *See* S.C. Code Ann. §§ 62-2-102 through -103 (1976). Thus, the judgment lien created by the default judgment in the 2011 Lawsuit attached to the property interests of Clinton and Eric Douglas. Clinton Douglas passed away in Georgia on August 29, 2016, nearly a year after this Court entered the default judgment against him. (Death Certificate, Ex. 4).

On April 20, 2018, Holmes filed a summons and complaint to foreclose the judgment lien, naming as defendants the Estates of Clinton and Susie M. Douglas, Eric Douglas, and four other heirs of Clinton and Susie Douglas: Ronnie Douglas, Jacqueline Walker, Donna Harding, and Brenda Spears.³ (2018 Foreclosure Compl., Ex. 11). The case was referred to the Master-in-Equity on September 10, 2018. (Order of Reference, Ex. 12). None of the foreclosure defendants filed an

³ *See Kevin Holmes v. Estates of Clinton R. Douglas and Susie M. Douglas et. al.*, 2018-CP-07-00831.

answer, and an entry of default was entered. (*See* Master's Order Denying Rule 60(b) Mot., July 2, 2019, Ex. 13).

On October 18, 2018, a default final hearing was scheduled to foreclose the judgment lien attached to the Subject Properties. (Notice of Foreclosure Hr'g, Ex. 14). At the hearing, however, the foreclosure defendants requested a continuance to investigate the underlying judgment subject to foreclosure, which was granted by the Master. (Mot. for Cont., Ex. 15; Order Granting Cont., Ex. 16).

On April 4, 2019, a second default final hearing was held. (2019 Notice of Foreclosure Hr'g, Ex. 17). Prior to the hearing, the foreclosure defendants moved to set aside the default judgment in the 2011 Lawsuit pursuant to Rule 60(b), SCRCF. (Foreclosure Defs.' Rule 60(b) Mot., Ex. 18). The foreclosure defendants chose not to file their Rule 60(b) motion in the Circuit Court. (*See* Master's Order Denying Rule 60(b) Mot., Ex. 13 ("Defendants did not and have not filed a separate motion in the Court of Common Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect.")).

On May 20, 2019, the Master heard the motion, took testimony from Ronnie and Eric Douglas, and accepted several exhibits in evidence. (Tr. of Mot. Hr'g, Ex. 19 at 17:25-142:18). The foreclosure defendants argued the default judgment must be vacated because service was improper on the defendants in the 2011 Lawsuit. (Foreclosure Defs.' Rule 60(b) Mot., Ex. 18). Specifically, the foreclosure defendants asserted Clinton Douglas was incompetent and suffering from Alzheimer's at the time of service and Susie Douglas was deceased at the time and could not be served. (*Id.*). The foreclosure defendants asserted Studio Seven Club had been dissolved before it was served on July 18, 2011, which was contradicted by defendants' own exhibit showing the articles of dissolution were filed with the South Carolina Secretary of State on August 26, 2011.

(*Id.*). There was no argument made that Eric Douglas was improperly served in the 2011 Lawsuit. (*See id.*).

The Master denied the Rule 60(b) motion, finding the default judgment was valid. (Master's Order Denying Rule 60(b) Mot., Ex. 13). At the outset, the Master stated, "[Foreclosure] Defendants did not and have not filed a separate motion in the Court of Common Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect." (*Id.* at 2). As to the merits, the Master noted that whether service of Susie Douglas was proper "does not affect the judgment against her husband, Clinton R. Douglas, and issue, Eric J. Douglas, in the same lawsuit." (*Id.*). The Master explained that "[b]ecause property owned by Susie M. Douglas passed by operation of law to Clinton R. Douglas and Eric J. Douglas, the judgment lien still attaches to their interest in the real estate subject to foreclosure." (*Id.* at 2-3).

As to Studio Seven Club, the Master found "service was accomplished by serving Eric J. Douglas, who qualifies as a 'managing or general agent' of Studio Seven Club, Inc." (*Id.* at 3). Furthermore, the Master found that because Studio Seven Club "failed to follow South Carolina law requiring them to have an accurate registered agent listed with the Secretary of State, service of Clinton R. Douglas, who owned Studio Seven Club, Inc. and the property on which the club was located, provided additional notice to Studio Seven Club, Inc., as he would also qualify as a managing or general agent." (*Id.* at 4). Nonetheless, the Master went on to clarify "that whether service of Studio Seven Club, Inc. was proper in the 2011 action does not affect the foreclosure action" because "[t]here is no evidence the corporation owned the real estate that is subject to foreclosure." (*Id.*).

Finally, the Master addressed service of Eric Douglas and Clinton R. Douglas in the 2011 Lawsuit. "As to whether the Court of Commons Pleas had personal jurisdiction of the other

defendants—Eric J. Douglas and Clinton R. Douglas—in the 2011 action, I find service of process was proper and the judgment entered by the Court of Common Pleas stands against those defendants.” (*Id.*).

The foreclosure defendants failed to appeal the Master’s denial of their Rule 60(b) motion, which was a final judgment on the merits. (*See* Master’s Order Denying Mot. to Recons., Ex. 22). Instead, the Heirs filed the current action, pursuant to Rule 60(b), asking this Court to set aside the 2015 default judgment based on identical arguments asserted to and denied by the Master.

I. The Court should grant summary judgment because the Heirs have failed to produce any evidence showing entitlement to relief under Rule 60(b), SCRCP, and this action is untimely under the Rule as a matter of law.

Rule 60(b), SCRCP, provides five grounds upon which a court may relieve a party from a final judgment, only three of which could have any relevance to this action:

- (b)(2): newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (b)(3): fraud, misrepresentation, or other misconduct of an adverse party;
- (b)(4): the judgment is void.

The Heirs do not specify the grounds upon which they seek relief. In their memorandum opposing Holmes’ motion to dismiss, the Heirs cite Rule 60(b)(3), affirmatively stating their action to set aside is “based upon fraud, misrepresentation or other misconduct of the Defendant, Kevin Holmes.” (Heirs’ Mem. in Opp. to Mot. to Dismiss, Ex. 20). The memorandum also references Rule 60(b)(2), but there is no argument or relevant analysis of this subsection and no mention of it in the complaint. (*Id.*). To the extent the Court decides to entertain Rule 60(b)(2) as grounds for relief, we address it below. To obscure matters further, the last allegation of the complaint states

that “the judgment should be declared void pursuant to Rule 60, SCRCP,” which appears to implicate Rule 60(b)(4). (Compl., Ex. 1). While not mentioned as grounds in their memorandum, we address Rule 60(b)(4) as well.

To seek relief from a default judgment, a party must provide an explanation for the default and give reasons why vacation of the judgment would serve the interests of justice. *Sundown Operating Co. v. Intedgen Industries, Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009). “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 defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.” *Id.* at 607–08, 681 S.E.2d at 888.

According to our supreme court, “[t]he 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.* at 608, 681 S.E.2d at 888. Instead, relief from default judgment under 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.’” *Id.* (quoting Rule 60(b), SCRCP). “The movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle him to relief.” *Bowers v. Bowers*, 304 S.C. 65, 67, 403 S.E.2d 127, 129 (Ct. App. 1991).

A. Analysis of Rule 60(b)(2)

Rule 60(b)(2) allows a court to set aside a judgment when there is “newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b).” The rule requires, without exception, that relief be sought “within a reasonable time” and “not more than *one year after the judgment, order, or proceeding was entered.*” Rule 60(b), SCRCP (emphasis added).

The Heirs waited four years before seeking relief pursuant to Rule 60(b). The Circuit Court entered the underlying default judgment in the 2011 Lawsuit on November 23, 2015. (2015 Order Granting Default J., Ex. 9). On April 20, 2018, Holmes filed a summons and complaint of foreclosure to enforce the 2015 default judgment, naming the Heirs as defendants. (2018 Foreclosure Compl., Ex. 11). For the very first time, on April 4, 2019, the foreclosure defendants, which included the Heirs, filed a “motion to dismiss” the 2015 final judgment pursuant to Rule 60(b), *in the foreclosure action*, four years after this Court entered the default judgment. (Foreclosure Defs.’ Rule 60(b) Mot., Ex. 18). After the Master-in-Equity denied their motion, the Heirs filed this action in the Court of Common Pleas in an attempt to set aside the same default judgment. “The one-year limit [of Rule 60(b)] is a non-discretionary mandate.” *Coleman v. Dunlap*, 303 S.C. 511, 513, 402 S.E.2d 181, 183 (Ct. App. 1991). This four-year delay between the time the default judgment was entered and the time the Heirs sought relief from the judgment serves as an absolute bar to their action under Rule 60(b)(2).

In the action before this Court, the Heirs claim they had “no knowledge” of the 2011 Lawsuit or the default judgment until Holmes filed the foreclosure action in 2018. (Compl. ¶ 15, Ex. 1). The Heirs make this argument even though Eric Douglas does not assert he was improperly served in the 2011 Lawsuit. (*See* Compl., Ex. 1). The Circuit Court found the defendants in the 2011 Lawsuit were properly served with the summons and complaint, the motion for default judgment, and notice of the damages hearing. (2015 Order Granting Default J., Ex. 9). Most recently, the Master found “service of process was proper [in the 2011 Lawsuit] and the judgment entered by the Court of Common Pleas stands against those defendants.” (Master’s Order Denying Rule 60(b) Mot., Ex. 13). Assuming, for the sake of argument, as they now claim, that the Heirs did not learn of the default judgment until service of the foreclosure action in April 2018, it is

inexplicable that the Heirs would further delay sixteen months before filing this action on August 29, 2019.

On the merits, to be entitled to relief under Rule 60(b)(2), “the moving party must establish that the newly discovered evidence: (1) will probably change the result if a new trial is granted; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching.” *Se. Hous. Found. v. Smith*, 380 S.C. 621, 638, 670 S.E.2d 680, 689 (Ct. App. 2008) (citation and internal quotation marks omitted). The complaint and miscellaneous exhibits submitted by the Heirs fail to establish the existence of any of these five elements. In fact, the Heirs do not seem to allege any specifics as to what “newly discovered evidence” exists. Moreover, Rule 60(b)(2) contemplates the occurrence of a trial on the merits from which a judgment is rendered, not a default hearing. *See* Rule 59(a), (b). Thus, Rule 60(b)(2) does not apply in this case.

To the extent the Heirs rely on Rule 60(b)(2) as grounds for relief, the Court should grant summary judgment. There is no evidence, or seemingly any allegation, of newly discovered evidence “which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b).” Rule 60(b)(2), SCRCP.

B. Analysis of Rule 60(b)(3)

Rule 60(b)(3) allows a court to set aside a judgment due to “(3) fraud, misrepresentation, or other misconduct of an adverse party.” Similarly, the rule requires, without exception, that relief be sought “within a reasonable time” and “not more than *one year after the judgment, order, or proceeding was entered.*” Rule 60(b), SCRCP (emphasis added).

Like the analysis above, the four-year delay between the time the default judgment was entered and the time the Heirs sought relief under Rule 60(b) serves as an absolute bar to this action

because “[t]he one-year limit is a non-discretionary mandate,” *Coleman*, 303 S.C. at 513, 402 S.E.2d at 183.

Even if the Court chooses to address the merits, summary judgment is still appropriate. The Heirs state in a conclusive manner that the judgment should be set aside for “fraud, misrepresentation, or other misconduct.” (Compl. ¶ 17, Ex. 1). While they generally allege service of process issues, the Heirs fail to allege any facts or provide any evidence that would rise to the level of fraud or misrepresentation. *See Hansen v. DHL Labs., Inc.*, 316 S.C. 505, 511, 450 S.E.2d 624, 628 (Ct. App. 1994), *cert. granted, decision aff’d*, 319 S.C. 79, 459 S.E.2d 850 (1995) (listing the elements necessary to prove fraud); *see also West v. Gladney*, 341 S.C. 127, 133, 533 S.E.2d 334, 337 (Ct. App. 2000) (listing the elements necessary to prove misrepresentation). And there exists no evidence whatsoever to prove the existence of fraudulent intent, which is an essential element of fraud. *See Perry v. Heirs at Law of Gadsden*, 357 S.C. 42, 47, 590 S.E.2d 502, 504–05 (Ct. App. 2003).

As our supreme court has held, Rule 60(b) “requires a more particularized showing of . . . fraud, misrepresentation, or ‘other misconduct of an adverse party’” to entitle the movant to relief. *Sundown Operating Co.*, 383 S.C. at 608, 681 S.E.2d at 888. In this case, the Heirs have provided *no* showing, let alone a particularized showing, that would entitle them to relief. In their memorandum opposing Holmes’ motion to dismiss, the Heirs argue fraud and misrepresentation can be shown by allegations that the defendants in the 2011 Lawsuit did not receive proper notice of the default hearing in 2015. (Heirs’ Mem. in Opp. to Mot. to Dismiss, Ex. 20). Specifically, the Heirs take issue with the fact that the motion for default judgment and notice of hearing were mailed to Studio Seven Club at 44 Donaldson Camp Road, **Beaufort**, SC and Eric Douglas at 23 Donaldson Camp Road, **Beaufort**, SC—when the “proper” address was **Burton**, SC. (*Id.*). A

verification search through the United States Postal Service shows Beaufort is the valid city for the addresses, not Burton. (USPS Address Verification, Ex. 21).

The Heirs also allege Duke Highfield “made an appearance as attorney for all the Defendants in this matter” in 2011 and “was never served with the Notice of [Default] Hearing as required pursuant to Rule 55(b)(2), SCRCP.” (Compl., Ex. 1). The evidence submitted by the Heirs, however, does not support this allegation. The Heirs produced a letter from Studio Seven Club’s insurer, Colony, in which it requested a thirty-day extension of time “[i]n order for Colony to investigate coverage” and respond to the complaint. (Letter from Colony, Aug. 9, 2011, Ex. 6). The Heirs also produced a letter from Duke Highfield of Young Clement Rivers, confirming the thirty-day extension of time. (Letter from Highfield, Aug. 9, 2011, Ex. 7). After the thirty-day extension, however, Studio Seven Club failed to answer the Complaint or otherwise plead, and default was entered by the Clerk of Court. (Entries of Default for 2011 Lawsuit, Ex. 8). No attorney ever made an appearance on behalf of Studio Seven Club. (*Id.*). For all we know, Colony denied coverage and refused to defend the claim. Thus, Holmes had no duty to serve Duke Highfield with the notice of hearing pursuant to Rule 55(b)(2).

C. Analysis of Rule 60(b)(4)

Rule 60(b)(4) allows a court to set aside a judgment when the judgment is void, but the action must be brought “within a reasonable time.” *See also McDaniel v. U.S. Fidelity and Guar. Co.*, 324 S.C. 639, 643–44, 478 S.E.2d 868, 870–71 (Ct. App. 1996) (holding “the reasonable time requirement applies to Rule 60(b)(4)”). “[T]he ‘reasonable time’ limitation is discretionary and should be determined under the facts and circumstance of each case.” *Id.*

In the complaint, filed August 29, 2019, the Heirs ask this Court set aside a default judgment it entered on November 23, 2015—a nearly four-year lapse in time. The Heirs claim they

could not file this action earlier because they were not properly served and had no knowledge of the default judgment. (Compl., Ex. 1). By their own admission, however, the Heirs learned of the default judgment entered against them on April 20, 2018, when Holmes filed the foreclosure action in an attempt to collect the judgment. (Compl. ¶ 15, Ex. 1). After being served with the foreclosure action in 2018, it took the Heirs sixteen months to file this lawsuit to set aside the default judgment, even though they were represented by counsel in the foreclosure matter. A pattern of unreasonable delay is apparent—most notably being held in default in both the 2011 Lawsuit and the foreclosure action and also delaying the filing of their Rule 60(b) motion in the foreclosure proceeding and subsequent action in this Court. This is not the type of conduct that should be rewarded by finding this action was brought within a reasonable time. *Cf. Williams v. Watkins*, 384 S.C. 319, 326, 681 S.E.2d 914, 917 (Cl. App. 2009) (finding party brought action within reasonable time when he “sought relief as soon as he discovered the trial had taken place in his absence and a judgment had been entered against him”).

On the merits, the Master explicitly found the underlying default judgment was not void. (Master’s Order Denying Rule 60(b) Mot., Ex. 13). Specifically, the Master underscored that the foreclosure defendants “did not and have not filed a separate motion in the Court of Commons Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect.” (*Id.* at 2). The Master further held the Court of Common Pleas had personal jurisdiction over the defendants in the 2011 Lawsuit because they were properly served, and thus the 2015 default judgment was valid. (*Id.*). The Master denied the Heirs’ motion to reconsider on January 13, 2020. (Master’s Order Denying Mot. to Recons., Ex. 22).

The foreclosure defendants, including the Heirs, failed to appeal the order denying their Rule 60 motion to set aside the default judgment. *See Palmetto Constr. Grp., LLC v. Restoration*

Specialists, LLC, 428 S.C. 261, 265–66, 834 S.E.2d 204, 206 (Ct. App. 2019), *aff'd as modified on other grounds*, 432 S.C. 633, 856 S.E.2d 150 (2021) (Few, J.) (“The denial of a motion to set aside a default judgment is immediately appealable as it is a final judgment on the merits.”). “An un-appealed ruling is the law of the case and requires affirmance.” *Transp. Ins. Co. & Flagstar Corp. v. S.C. Second Injury Fund*, 389 S.C. 422, 431, 699 S.E.2d 687, 691 (2010); *see also Buckner v. Preferred Mut. Ins. Co.*, 255 S.C. 159, 160–61, 177 S.E.2d 544, 544 (1970) (finding an unchallenged ruling, “right or wrong, [was] the law of th[e] case”). Because the Heirs failed to appeal the Master’s ruling, the validity of the judgment is now the law of the case. The Heirs cannot now ask this Court to decide the matter anew.

Therefore, either because the Heirs’ claims under Rule 60(b)(4) are time-barred or because the validity of the judgment cannot be contested, Holmes is entitled to summary judgment.

II. Summary judgment is appropriate as a matter of law because the doctrines of res judicata and/or collateral estoppel bar the Heirs from relitigating issues that were finally decided by the Master-in-Equity in 2019.

The Heirs failed to file a timely and proper motion to set aside the 2015 default judgment, unreasonably delaying for years, even after they were served with Holmes’ foreclosure action in April 2018. Eventually, on April 4, 2019, the Heirs filed a “motion to dismiss” the default judgment pursuant to Rule 60 in the foreclosure action, even though they were in default at the time. (Foreclosure Defs.’ Rule 60(b) Mot., Ex. 18). The Master agreed to hear the motion over Holmes’ objection, took testimony from Eric Douglas and Ronnie Douglas, and accepted numerous exhibits in evidence. (Tr. of Mot. Hr’g, Ex. 19 at 17:25-142:18). The Master denied the Heirs’ Rule 60(b) motion, a final judgment on the merits. (Master’s Order Denying Rule 60(b) Mot., Ex. 13). In this lawsuit, the Heirs seek to set aside the same default judgment pursuant to Rule 60. Accordingly, their claims are barred by the doctrines of res judicata and/or collateral estoppel.

“Res judicata bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties.” *Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999). Collateral estoppel, also known as issue preclusion, prevents reconsideration of an issue “(1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment.” *Carolina Renewal, Inc. v. S.C. Dep’t of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009). Res judicata is a “distinguishable concept” and “encompasses both issue preclusion and claim preclusion.” *Catawba Indian Nation v. State*, 407 S.C. 526, 537, 756 S.E.2d 900, 906 (2014).

“To establish res judicata, the defendant must prove the following three elements: (1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit.” *Venture Eng’g, Inc. v. Tishman Const. Corp. of S.C.*, 360 S.C. 156, 162, 600 S.E.2d 547, 550 (Ct. App. 2004). As to the first element, the Heirs, as plaintiffs in this lawsuit, are named defendants in the ongoing foreclosure action filed by Holmes in 2018. Thus, the Heirs are parties to both lawsuits.

As to the second element, the subject matter of this action is identical to that addressed and ruled upon by the Master in the foreclosure action: whether the 2015 default judgment should be set aside. The current action, pursuant to Rule 60(b), arises from the same factual basis as the Heirs’ Rule 60(b) motion in the foreclosure action. Although the Heirs raised the matter by motion in the foreclosure action and they now raise the same matter to this Court by separate action, that is of no consequence. *See Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 36, 512 S.E.2d 106, 110 (1999) (“[F]or purposes of res judicata, ‘cause of action’ is not the form of action in

which a claim is asserted but, rather the 'cause for action, meaning the underlying facts combined with the law giving the party a right to a remedy of one form or another based thereon.'").

The Heirs argued to the Master that the default judgment was void pursuant to Rule 60(b)(4) because service of process was improper. (Foreclosure Defs.' Rule 60(b) Mot., Ex. 18). While they continue to assert this argument, the Heirs also allege the default judgment should be set aside pursuant to Rule 60(b)(1) and (2). Regardless, under the doctrine of res judicata, "[a] litigant is barred from raising any issues which were adjudicated in the former suit and *any issues which might have been raised* in the former suit.'" *Plum Creek*, 334 S.C. at 34, 512 S.E.2d at 109 (emphasis added) (alteration in original) (quoting *Hilton Head Ctr. of S.C., Inc. v. Pub. Serv. Comm'n of S.C.*, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987)).

As for the third element, the issues that the Heirs seek to re-examine were adjudicated in the former lawsuit by the Master. Specifically, the Master heard the Heirs' arguments as to why the default judgment in the 2011 Lawsuit should be set aside. Having considered these arguments, the Master held the default judgment remained valid against the property interests of Clinton Douglas and Eric Douglas. (Master's Order Denying Rule 60(b) Mot., Ex. 13). While the Master made several findings related to the service of Susie Douglas and ruled Studio Seven Club was indeed properly served, the Master ultimately concluded proper service of these parties did not affect the validity of the judgments against the property interests of Clinton and Eric Douglas. (*Id.*). As it pertains to Susie Douglas, any property she owned "passed by operation of law to Clinton R. Douglas and Eric J. Douglas, [and thus] the judgment lien still attaches to their interest in the real estate subject to foreclosure," (*Id.* at 3). As to Studio Seven Club, the Master reasoned that proper service "does not affect the foreclosure action" because "[t]here is no evidence the corporation owned the real estate subject to foreclosure." (*Id.* at 4).

The denial of a Rule 60(b) motion is a final decision and immediately appealable. *See Palmetto Constr. Grp.*, 428 S.C. at 265–66, 834 S.E.2d at 206 (“The denial of a motion to set aside a default judgment is immediately appealable as it is a final judgment on the merits.”). The Heirs failed to appeal the Master’s denial of their Rule 60(b) motion. Instead, the Heirs filed this separate, identical action in the Circuit Court. The doctrine of res judicata bars this action and entitles Holmes to summary judgment.

Furthermore, for the reasons stated above, the Heirs are collaterally estopped from revisiting issues that were actually litigated, directly determined, and necessary to support the prior final judgment. “[W]hen an issue of fact or law is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment, the determination is conclusive in a subsequent action between the parties, whether on the same or a different claim.” *Catawba*, 407 S.C. at 536, 756 S.E.2d at 906, (emphasis omitted) (quoting *S.C. Prop. & Cas. Ins. Guaranty Ass’n v. Wal-Mart Stores, Inc.*, 304 S.C. 210, 213, 403 S.E.2d 625, 627 (1991) (Toal, J.)).

III. The Court should grant summary judgment because the Heirs have failed to make a showing of a meritorious defense, and the degree of prejudice to Holmes if relief were granted would be substantial.

To seek relief from a default judgment, a party must provide an explanation for the default and give reasons why vacation of the judgment would serve the interests of justice. *Sundown*, 383 S.C. at 607, 681 S.E.2d at 888. “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 defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.” *Id.* at 607–08, 681 S.E.2d at 888.

Whether the plaintiff has a meritorious defense “is more than merely a factor to consider under certain 60(b) grounds for setting aside default judgments.” *McClurg v. Deaton*, 380 S.C.

563, 574, 671 S.E.2d 87, 93 (Ct. App. 2008), *aff'd*, 395 S.C. 85, 716 S.E.2d 887 (2011). Our courts have held that in order to obtain relief from a default judgment, “not only must the movant make a proper showing he is entitled to relief based upon one of the specified grounds,” but “must also make a prima facie showing of a meritorious defense.” *Id.*; *see Bowers*, 304 S.C. at 67, 403 S.E.2d at 129 (affirming the denial of a motion to set aside a portion of an order pursuant to Rule 60(b) based solely on the movant's failure to present a meritorious defense).

To establish a meritorious defense, a movant must present a defense that raises a question of law worth discussing or that raises a real controversy arising from conflicting or doubtful evidence. *Thompson v. Hammond*, 299 S.C. 116, 120, 382 S.E.2d 900, 903 (1989). “A party making a motion under Rule 60(b) has the burden of presenting evidence proving the facts essential to entitle him to relief.” *McClurg*, 380 S.C. at 575, 671 S.E.2d at 94.

The Heirs have failed to make a showing of a meritorious defense. Besides allegations of improper service, which have already been rejected by the Master, it appears the Heirs focus on purported negligence of Studio Seven Club's insurance company and/or a defense attorney in failing to answer the 2011 Lawsuit. While such alleged negligence may entitle the Heirs to relief against those parties in a separate suit, it does not entitle them to set aside the default judgment in this case. The Master agreed with this conclusion, stating the “issue between the insured and the insurance company” was “separate and apart” from the issue of whether the default judgment should be overturned. (Tr. of Mot. Hr'g, Ex. 19 at 150:15-22). The Heirs must seek relief for the consequences of the insurance company's proposed negligence against the appropriate parties.

Moreover, the court must also consider the degree of prejudice to the defendant if relief is granted. This Court entered the default judgment on November 23, 2015, almost six years ago. Setting aside the default judgment and ordering resolution of the case on its merits would

substantially prejudice Holmes. The shooting that gave rise to Holmes' original lawsuit occurred in 2008—more than a decade ago. (2011 Compl., Ex. 5). Studio Seven Club, the location of the shooting, is no longer in operation (Compl. ¶ 6, Ex. 1), and two of its owners are now deceased. (Compl. ¶¶ 1, 4, Ex. 1). The Heirs have unreasonably delayed in seeking relief, which has led to additional passage of time and loss of evidence.

Because the Heirs have failed to prove a meritorious defense and the degree of prejudice to Holmes would be substantial if the default judgment were set aside, the Court should grant summary judgment.

IV. The Heirs' claims are barred by the doctrine of laches due to their neglect and lack of diligence in bringing and prosecuting their action.

The affirmative defense of laches is “neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.” *Muir v. C.R. Bard, Inc.*, 336 S.C. 266, 296, 519 S.E.2d 583, 598 (Ct. App. 1999). “The party asserting laches must satisfactorily show negligence, the opportunity to have acted sooner, and material prejudice.” *Id.* at 297, 519 S.E.2d at 599; *see also Provident Life & Accident Ins. Co. v. Driver*, 317 S.C. 471, 451 S.E.2d 924, 929 (Ct. App. 1994) (“In order to constitute laches, the delay in bringing suit must have caused some injury, prejudice, or disadvantage to the party claiming laches.”).

The Heirs waited four years to file an action to overturn the default judgment entered by the Circuit Court on November 23, 2015. They claim they had “no knowledge” of the 2011 Lawsuit or the default judgment until Holmes filed a foreclosure action on April 20, 2018. (Compl. ¶ 15, Ex. 1). Nonetheless, the Heirs delayed and did not file the current action until August 29, 2019—more than sixteen months later. As mentioned above, the Heirs negligently failed to act even though they were involved in foreclosure litigation regarding the default judgment. The foreclosure

litigation is ongoing, and entries of default were entered against each of the Heirs for failure to respond to the foreclosure complaint.⁴ The foreclosure case has been dragging on for over three years, and a resolution of the case before this Court must occur before the Master can issue a final judgment of foreclosure. The Heirs' unexplained delay in seeking relief has worked injury, prejudice, and disadvantage to Holmes, who was shot thirteen years ago on property currently owned by the Heirs. He suffered a debilitating leg injury that required multiple surgeries and will generate medical expenses for the rest of his life. (2015 Order Granting Default J., Ex. 9). Yet Holmes has been unable to recover a single dime from the Heirs, due in large part to their persistent delays in seeking relief and lack of diligence in prosecuting this action

- V. A ruling on Holmes' summary judgment motion is not premature because the Heirs have been dilatory in the discovery process, and allowing additional time for discovery is not likely to uncover additional relevant evidence.

The Heirs filed this action for Rule 60(b) relief on August 29, 2019, even though the Master had already ruled on the issues raised by the Heirs in their complaint. More than two years have elapsed since the filing of the complaint. The Heirs have failed to engage in any discovery, depose any witnesses, or make any attempt to prosecute their case. In anticipation of the Heirs' asserting summary judgment is premature and requesting more time for discovery, we ask this Court to deny any such request.

Our appellate courts have indicated a trial court should deny a request for further discovery before granting summary judgment where the request came a year or more after the case was filed or where the opposing party failed to demonstrate further discovery would create a genuine issue of material fact. *Robertson v. First Union Nat. Bank*, 350 S.C. 339, 347, 565 S.E.2d 309, 313 (Ct.

⁴ The Master allowed Eric Douglas to file an answer based on an issue with the certified mail receipt that accompanied the summons and complaint at the time of service. (Master's Order Denying Rule 60(b) Mot., Ex. 13).

App. 2002); *see e.g., Guinan v. Tenet Healthsystems of Hilton Head, Inc.*, 383 S.C. 48, 55, 677 S.E.2d 32, 36 (Ct. App. 2009) (finding the trial court did not err in hearing defendants' summary judgment motion because plaintiff was afforded a full and fair opportunity to conduct discovery and noting plaintiff failed to demonstrate further discovery would uncover additional relevant evidence or create a genuine issue of material fact); *CEL Products, LLC v. Rozelle*, 357 S.C. 125, 131, 591 S.E.2d 643, 646 (Ct. App. 2004) (finding plaintiff was not entitled to further discovery before the trial court granted summary judgment to defendant where plaintiff failed to demonstrate further discovery would be beneficial, the case was approximately twenty-one months old when defendant filed its summary judgment motion, and plaintiff's ability to sustain her claims should not have hinged upon speculative deposition evidence that might be obtained).

In the two years since they filed the complaint, the Heirs have “had a full and fair opportunity to develop the record” but have completely “failed to do so.” *George v. Empire Fire & Marine Ins. Co.*, 344 S.C. 582, 594, 545 S.E.2d 500, 506 (2001). While the Heirs may claim a need to depose defendants in the 2011 Lawsuit to establish improper service, such testimony was given before the Master in 2019 from Eric Douglas and Ronnie Douglas—who was not even a party to the 2011 Lawsuit. (*See* Tr. of Mot. Hr'g, Ex. 19 at 17:25-142:18). After hearing their testimony, the Master found the witnesses were not credible and concluded service was proper. (*See, e.g., id.* at 156:9-13; *see also* Master's Order Denying Rule 60(b) Mot., Ex. 13). The Heirs cannot have a second bite of the apple.

The Heirs may also claim they need to depose individuals associated with Studio Seven Club's insurance company and/or a defense attorney due to their alleged failure to answer the 2011 Lawsuit. Any testimony elicited from them, however, would not contribute to resolution of the case. *See Bayle v. S.C. Dep't of Transp.*, 344 S.C. 115, 128-29, 542 S.E.2d 736, 742-43 (Ct. App.

2001) (stating it was not error to grant summary judgment because no further discovery would have contributed to the resolution of the case). While such alleged negligence may allow the Heirs to relief against those parties in a separate suit, it does not entitle them to set aside the default judgment in this case, with which the Master agreed at the hearing in 2019. (Tr. of Mot. Hr'g, Ex. 19 at 150:15-22).

Most importantly, because there are multiple procedural grounds that would allow the court to grant summary judgment as a matter of law, further discovery is unnecessary to resolve this action. *See* Sections I and II, *supra*. Thus, summary judgment is not premature, and if raised, the Court should deny any request by the Heirs for further discovery.

CONCLUSION

On November 23, 2015, this Court entered its final order of judgment by default in the 2011 Lawsuit. The Heirs failed to take any action regarding the final judgment, until April 2019, when the Heirs filed a motion to set aside the default judgment pursuant to Rule 60(b), SCRCP. The Heirs did not file in the Circuit Court, but rather in the separate foreclosure action filed by Holmes on April 20, 2018. The Master denied the Heirs' motion to set aside the judgment on July 2, 2019, which was a final judgment on the merits. The Heirs failed to appeal this decision.

The Heirs' failure to seek timely relief from the 2015 final judgment controls this case and the Court's analysis under Rule 60(b). Though disputed by Holmes, the Heirs themselves admit knowledge of the judgment in early 2018. (Compl. ¶ 15, Ex. 1). The Heirs now seek to set aside a default judgment entered almost six years ago, without basis in the Rules of Civil Procedure, case law, or matters of record. Moreover, the Heirs' claims are barred by the doctrines of res judicata and collateral estoppel. The Heirs previously filed a Rule 60(b) motion to set aside the default

judgment in the foreclosure action, which the Master denied on July 2, 2019. The action before this Court is an attempt to relitigate identical claims and issues.

Finally, this action was filed on August 29, 2019. The case is over twenty-five months old. The Heirs have failed to engage in any discovery, depose a single witness, or make any attempt to prosecute their case. This is yet another example of the Heirs' intentional delay and indicates an unreasonable pattern of behavior. The Heirs have had a full and fair opportunity to conduct discovery. Further discovery, or any speculative deposition evidence that might be obtained, will not create a genuine issue of material fact.

Therefore, for the reasons above, Holmes is entitled to judgment as a matter of law.

Respectfully submitted,

GREGG LAW FIRM, LLC

s/ Laura A. Gregg

By: _____
Laura A. Gregg (SC Bar #100531)
Post Office Box 601
Port Royal, SC 29935
Phone: (843) 505-6566
lgregg@gregglawsc.com

ATTORNEYS FOR DEFENDANT

September 30, 2021
Beaufort, South Carolina

SVALINA LAW FIRM, P.A.

s/ Jacob M. Hughes

By: _____
Jacob M. Hughes (SC Bar #100646)
Post Office Drawer 1207
Beaufort, SC 29901-1207
Phone: (843) 524-0333
jacob@svalinalawfirm.com

ATTORNEYS FOR DEFENDANT

EXHIBIT 1

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Ronnie L. Douglas, Eric J. Douglas,
Jacqueline Walker, Donna Harding,
Diane Brenda Spears,

Plaintiffs,

v.

Kevin Holmes,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NUMBER: 2019-CP-07-

SUMMONS
(Jury Trial Requested)

TO: KEVIN HOLMES, THE DEFENDANT HEREIN:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber at his office, MOSS, KUHN & FLEMING, P.A., Post Office Drawer 507/1501 North Street, Beaufort, South Carolina 29901-0507, within thirty (30) days from the date of service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the aforesaid time, the Plaintiff in this action will apply to the Court for a judgment by default and the relief demanded in the attached Complaint.

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
James H. Moss, Esquire
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
August 29, 2019

FILED FOR NON-PAYABLE - 2019 SEP 20 11:57 PM A BEAUFORT COUNTY COMMON PLEAS CASE#2019CP0701995

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2019-CP-07-
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding,	)	COMPLAINT
Diane Brenda Spears,	)	(Jury Trial Requested)
	)	
Plaintiffs,	)	
v.	)	
	)	
Kevin Holmes,	)	
	)	
Defendant.	)	

The Plaintiffs, complaining of the Defendant, alleges:

FOR A FIRST CAUSE OF ACTION
[Action to Set Aside Judgment]

1. That the Plaintiffs, Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding and Diane Brenda Spears the heirs at law and next of kin of Clinton R. Douglas and Susie M. Douglas both deceased.
2. That the Defendant, Kevin Holmes is a resident of Beaufort County, State of South Carolina and represented by the Svalina Law Firm, P.A.
3. That the Defendant herein instituted a law suit in Beaufort County, State of South Carolina against Clinton R. Douglas, Susie M. Douglas, Eric Douglas and Studio Seven Club Inc., for injuries and damages from alleged shooting at Studio Seven Club, Inc.
4. That at the time of the institute of that cause of action, Susie M. Douglas was deceased. No personal representative had been appointed to her estate nor was the estate served by any Summons and Complaint.
5. That Clinton R. Douglas was living out of the state of the State of South Carolina and was not personally served with any Summons and Complaint concerning the events for

which a judgement was eventually obtained. That Clinton R. Douglas was not present at the Studio Seven Club, Inc., when the events in the complaint occurred.

6. That Studio Seven Club, Inc., at the time of said service was closed and the registered agent if any was never properly served with any said Summons and Complaint.

7. That a Summons and Complaint was filed in the Courthouse of Beaufort County the State of South Carolina on July 1, 2011 by the Defendant, Kevin Holmes.

8. That the Complaint further alleged that Eric J. Douglas was the owner, operator, manager and/or in charge of control of the Defendant, Studio Seven Club, Inc., was not correct.

9. That the law firm representing the Defendant was filed by the Svalina Law Firm. Said Complaint further states, upon information and belief during the early morning hours of July 5, 2008 the Defendant, Kevin Holmes was on the premises and was a patron and/or customer of the Defendant, Studio Seven Club, Inc., located at 44 Donaldson Camp Road. Apparently, the Summons and Complaint was forwarded by the office of Samuel S. Svalina to a defense attorney by the name of Duke R. Highfield at the firm of Young Clement Rivers, LLP, a copy of which is attached hereto and made a part hereof as Plaintiffs Exhibit 1. An extension of time after appearance was also given to Duke R. Highfield.

10. Thereafter Colony Specialty referred to an event that occurred on July 4, 2008 on behalf of Colony National Insurance Company received an extension of time to September 16, 2011. See Exhibit 2.

11. Thereafter on November 20, 2012 approximately one year later the present Defendant sent to Duke Highfield an Affidavit of Entry of Default, an Entry of Default as to Studio Seven Club, Inc., Eric J. Douglas, Clinton R. Douglas and Susie M. Douglas [deceased].

12. Thereafter, an Affidavit of Default was filed and thereafter a damages hearing was set without proper service and notice to the Defendants and those who made an

appearance. Under the Law of the State of South Carolina, when a damages hearing is set not only all Defendants be notified but also anyone who has made an appearance should be notified.

13. That service was never performed or served by the Defendant herein or his Attorneys and the Judgment entered thereafter should be stricken and declared null and void as improper service on the initial Defendant's, improper service of Default Hearing to all Defendant's and others who had made an appearance.

14. That the corporate Defendants could only act through its agents and the Plaintiffs are entitled to be protected by the corporate veil.

15. That the Plaintiff's had no knowledge of the action taken by Kevin Holmes in obtaining a hearing of default judgement until knowledge of a lawsuit filed by the Plaintiff against multiple Defendants' on April 20, 2018 in Beaufort County Court of Common Pleas.

16. That Order of Judgement was never served on the Defendants as sent to the wrong address thereby not allowing appeal of the decision to the court at the default hearing.

17. This action is bought to set aside judgement for fraud, misrepresentation or other misconduct of the adverse party and further the judgement should be declared void pursuant to Rule 60 S.C.R.C.P.

WHEREFORE, the Plaintiffs pray for judgment against the Defendant in such amounts as may be awarded by a Jury.

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
 James H. Moss, Esquire
 1501 North Street
 Post Office Drawer 507
 Beaufort, South Carolina 29901-0507
 Telephone: (843) 542-3373
 Facsimile: (843) 524-1307
 ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
August 29, 2019

EXHIBIT 2

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

The motion will not be sustained if the facts alleged and the inferences reasonably deducible therefrom would entitle the plaintiff to relief on any theory of the case. Washington v. Lexington County Jail, 337 S.C. 400, 404, 523 S.E.2d 204, 206 (Ct. App.1999) ; McCormick v. England, 328 S.C. 627, 632-33, 494 S.E.2d 431, 433 (Ct. App.1997). "[A] judgment on the pleadings is considered to be a drastic procedure by our courts." Russell v. City of Columbia, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991). Therefore, pleadings in a case should be construed liberally and the trial court and this Court must presume all well pled facts to be true so that substantial justice is done between the parties. See Justice v. Pantry, 330 S.C. 37, 42, 496 S.E.2d 871, 874 (Ct. App.1998). "The cause of action should not be struck merely because the court doubts the plaintiff will prevail in the action." McCormick, 328 S.C. at 633, 494 S.E.2d at 434. Further, "a novel issue should not be summarily decided on a 12 (b)(6) motion." Keiger v. Citgo, Coastal Petroleum Inc., 326 S.C. 369, 373, 482 S.E.2d 792, 794 (Ct. App. 1997). Viewed in the light most favorable to the non-moving party, the facts alleged and inferences deducible therefrom may entitle Plaintiff to relief on a theory of the case. Accordingly, the Motion is heard and respectfully Denied.

EEECFNONXALVFIEED 20020804 28 6:35 PM - BEAUFORT - COMMON PLEAS - CASE#201908P0781895



Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: Order/Electronic Form 4

IT IS SO ORDERED>

s/D.L. Jefferson Chief Administrative Judge 2128

Electronically signed on 2020-07-28 16:19:34 page 3 of 3

EEECORRONNALLYFILED 20200728 6:35 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

EXHIBIT 3



Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: Order/Scheduling Order

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2021-04-09 11:21:24 page 2 of 2

EE5PR0N08ALY FILED 2022 Sep 30 6:16 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

EXHIBIT 4

CERTIFICATION OF VITAL RECORD

MECKLENBURG COUNTY
REGISTER OF DEEDS - HEALTH DEPARTMENT
CHARLOTTE, NORTH CAROLINA

CERTIFICATE OF DEATH

CERTIFICATE OF DEATH

[illegible]

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT REPRODUCTION OF THE OFFICIAL
RECORD FILED IN MECKLENBURG COUNTY.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE 4TH DAY OF MAY 2009

LOUI WINTERS, MABRY, MD
HEALTH DIRECTOR & REGISTRAR

J. DAVID GRABERRY
REGISTER OF DEEDS

BY Valerie Daniels
ASSISTANT DEPUTY REGISTER OF DEEDS



State File Number: 2016GA000054119

Form 3003 (Rev. 04/2012) GEORGIA DEPARTMENT OF HUMAN RESOURCES

EXHIBIT 5

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KEVIN HOLMES,

Plaintiff(s)

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS, and
SUSIE M. DOUGLAS,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

11 - CP - 07 - 02743

(Please Print)

Submitted By: Samuel S. Svalina

Address: Svalina Law Firm, P.A.

Post Office Drawer 1207

Beaufort, South Carolina 29901-1207

SC Bar #:

Telephone #: 843-524-0333

Fax #: 843-524-4233

Other:

E-mail:

11 JUL - 1 PM 1:14
JAMES M. ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

☒ JURY TRIAL demanded in complaint.

☐ NON-JURY TRIAL demanded in complaint.

☐ This case is subject to ARBITRATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.

☒ This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.

☐ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

- Contracts**
- ☐ Constructions (100)
 - ☐ Debt Collection (110)
 - ☐ Employment (120)
 - ☐ General (130)
 - ☐ Breach of Contract (140)
 - ☐ Other (199)

- Torts - Professional Malpractice**
- ☐ Dental Malpractice (200)
 - ☐ Legal Malpractice (210)
 - ☐ Medical Malpractice (220)
 - ☐ Other (299)

- Torts - Personal Injury**
- ☐ Assault/Slander/Libel (300)
 - ☐ Conversion (310)
 - ☐ Motor Vehicle Accident (320)
 - ☒ Premises Liability (330)
 - ☐ Products Liability (340)
 - ☐ Personal Injury (350)
 - ☐ Other (399)

- Real Property**
- ☐ Claim & Delivery (400)
 - ☐ Condemnation (410)
 - ☐ Foreclosure (420)
 - ☐ Mechanic's Lien (430)
 - ☐ Partition (440)
 - ☐ Possession (450)
 - ☐ Building Code Violation (460)
 - ☐ Other (499)

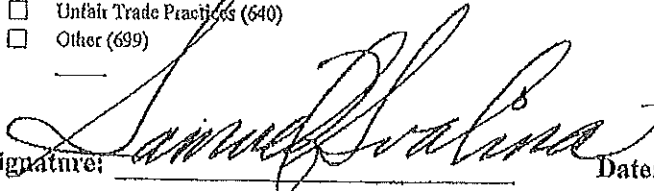
- Inmate Petitions**
- ☐ PCR (500)
 - ☐ Sexual Predator (510)
 - ☐ Mandamus (520)
 - ☐ Habeas Corpus (530)
 - ☐ Other (599)

- Judgments/Settlements**
- ☐ Death Settlement (700)
 - ☐ Foreign Judgment (710)
 - ☐ Magistrate's Judgment (720)
 - ☐ Minor Settlement (730)
 - ☐ Transcript Judgment (740)
 - ☐ Lis Pendens (750)
 - ☐ Other (799)

- Administrative Law/Relief**
- ☐ Reinstate Driver's License (800)
 - ☐ Judicial Review (810)
 - ☐ Relief (820)
 - ☐ Permanent Injunction (830)
 - ☐ Forfeiture (840)
 - ☐ Other (899)

- Appeals**
- ☐ Arbitration (900)
 - ☐ Magistrate-Civil (910)
 - ☐ Magistrate-Criminal (920)
 - ☐ Municipal (930)
 - ☐ Probate Court (940)
 - ☐ SCDOT (950)
 - ☐ Worker's Comp (960)
 - ☐ Zoning Board (970)
 - ☐ Administrative Law Judge (980)
 - ☐ Public Service Commission (990)
 - ☐ Employment Security Comm (991)
 - ☐ Other (999)

- Special/Complex/Other**
- ☐ Environmental (600)
 - ☐ Automobile Arb. (610)
 - ☐ Medical (620)
 - ☐ Pharmaceuticals (630)
 - ☐ Unfair Trade Practices (640)
 - ☐ Other (699)

Submitting Party Signature: 

Date: July 1, 2011

ELECTRONICALLY FILED - 2021 Sep 30 6:15 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

ELECTRONICALLY FILED - 2021 Sep 30 6:15 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

FOR MANDATED ADR COUNTIES ONLY

Florence, Horry, Lexington, Richland, Greenville**, and Anderson**

** Contact Respective County Clerk of Court for modified ADR Program Rules

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral within 210 days of filing of this action, and the Plaintiff shall file a "Stipulation of Neutral Selection" on or before the 224th day after the filing of the action. If the parties cannot agree upon the selection of the neutral within 210 days, the Plaintiff shall notify the Court by filing a written "Request for the Appointment of a Neutral" on or before the 224th day after the filing of this action. The Court shall then appoint a neutral from the Court-approved mediator/arbitrator list.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Case are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Cases which are appellate in nature such as appeals or writs of certiorari;
 - c. Post Conviction relief matters;
 - d. Contempt of Court proceedings;
 - e. Forfeiture proceedings brought by the State;
 - f. Cases involving mortgage foreclosures; and
 - g. Cases that have been submitted to mediation with a certified mediator prior to the filing of this action.
4. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

ELECTRONICALLY FILED - 2021 Sep 30 6:15 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 11-CP-07- 02743

KEVIN HOLMES,)

Plaintiff,)

vs.)

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS
and SUSIE M. DOUGLAS,)

Defendants.)

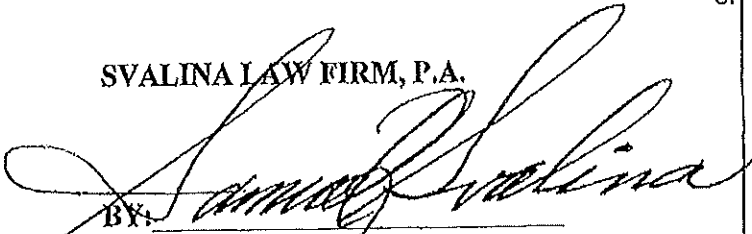
SUMMONS
(Jury Trial Requested)

11 JUL - 1 PM 1:00
JESSIE ANN ROSENE
CLERK OF COURT
BEAUFORT COUNTY, S.C.

**TO: STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS,
and SUSIE M. DOUGLAS:**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscribers hereunder at their offices located at 601 Bladen Street, Post Office Drawer 1207, Beaufort, South Carolina, 29901-1207, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiffs in this action will apply to the Court for the relief demanded in said Complaint.

SVALINA LAW FIRM, P.A.

BY: 

SAMUEL L. SVALINA
SAMUEL S. SVALINA
Post Office Drawer 1207
601 Bladen Street
Beaufort, South Carolina 29901-1207
(843) 524-0333 Phone
(843) 524-4233 Facsimile
ATTORNEYS FOR THE PLAINTIFF

Beaufort, South Carolina
July 1, 2011

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

KEVIN HOLMES,)

Plaintiff,)

vs.)

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SUSIE M. DOUGLAS,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 11-CP-07-02743

COMPLAINT
(Jury Trial Requested)

11 JUL - 1 1:14
JEREMY A. TAYLOR
BEAUFORT COUNTY
CLERK OF COURT

TO: THE ABOVE NAMED DEFENDANTS, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS,

COME NOW, the Plaintiff, KEVIN HOLMES, complaining of the acts and/or omissions of the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS, and/or SUSIE M. DOUGLAS, and allege as follows:

CAUSE OF ACTION FOR NEGLIGENCE AND RECKLESSNESS

1. That the Parties hereto, subject matter hereof, and all things and matters hereinafter alleged are within the jurisdiction of this Honorable Court.

2. That the Plaintiff, KEVIN HOLMES, was at all times hereinafter mentioned a resident of Beaufort County, South Carolina.

3. That, upon information and belief, the Defendant, STUDIO SEVEN CLUB, INC., is now and was at all times material hereto a corporation and/or business entity formed under the laws of the State of South Carolina.

4. That, upon information and belief, the Defendant, STUDIO SEVEN CLUB, INC., was at all times material hereto a club doing business as STUDIO SEVEN CLUB, INC., at 44 Donaldson Camp Road in Beaufort County, South Carolina.

5. That, upon information and belief, the Defendant, ERIC DOUGLAS, was at all times hereto an owner, operator, manager, and/or in charge or in control of the Defendant, STUDIO SEVEN CLUB, INC.

6. That, upon information and belief, the Defendant, ERIC DOUGLAS, is now and was at all times hereto a citizen and resident of Beaufort County, South Carolina.

7. That, upon information and belief, the Defendants, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, were at all times hereto the owners of the property located at 44 Donaldson Camp Road in Beaufort County, South Carolina.

8. That, upon information and belief, the Defendants, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, were at all times herein owners, operators, managers, and/or in charge or control of the Defendant, STUDIO SEVEN CLUB, INC.

9. That, upon information and belief, during the early morning hours of July 5, 2008, the Plaintiff, KEVIN HOLMES, was on the premises and was a patron and/or customer of the Defendant, STUDIO SEVEN CLUB, INC., located at 44 Donaldson Camp Road.

10. That upon information and belief, the Plaintiff, KEVIN HOLMES, was pushed while on the premises of the Defendant, STUDIO SEVEN CLUB, INC., and turned around, and then was shot with a gun while inside the premises of the Defendant, STUDIO SEVEN CLUB, INC.

11. That upon information and belief, an unknown assailant shot KEVIN HOLMES with a gun. That the Plaintiff, KEVIN HOLMES, immediately fell to the ground whereby the Plaintiff's sister and others helped him into her vehicle, and she transported the Plaintiff to Beaufort Memorial Hospital.

12. That the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS,

CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, owed duties to the Plaintiff, KEVIN HOLMES, as herein listed; that the Defendants breached these duties; and that, as a proximate cause and result thereof, Plaintiff, KEVIN HOLMES, suffered injuries as herein described.

13. That the personal injuries and damages suffered by the Plaintiff, KEVIN HOLMES, were due to, caused solely by, and were the direct and proximate result of the negligence, carelessness, recklessness, willfulness, wantonness, and/or heedlessness of the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS and SUSIE M. DOUGLAS in one or more or all of the following particulars, to wit:

AS TO THE DEFENDANTS, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS and/or SUSIE M. DOUGLAS:

- a. In failing to provide adequate or any personal protection and/or security for the Plaintiff herein while he was a patron and/or customer of the Defendant, STUDIO SEVEN CLUB, INC. business establishment from attackers, assailants, criminals, thugs, and/or hoodlums;
- b. In failing to properly manage said business establishment known and/or customers thereof such as the Plaintiff, KEVIN HOLMES, was protected, safe, and secure from assailants, attackers, thugs, criminals, and/or hoodlums;
- c. In failing to adopt, establish, maintain, and enforce business, operating, safety, and security policies, procedures, rules, regulations, and/or standards of personal safety and security in order to protect his business patrons, customers, guests, visitors, invitees, and other persons, including the Plaintiff, KEVIN HOLMES, who was (were) lawfully or rightfully on said premises;
- d. In failing to timely and properly foresee and guard against and/or failing to warn against the hazards, risks, and dangers which existed on said business premises when an authorized person, patron, customer, guest, invitee, or any other person is (was) allowed to enter said premises of the Defendants carrying a weapon such as a loaded hand gun;
- e. In failing to do whatever was reasonably necessary to prevent the aforesaid assailant from shooting the Plaintiff, KEVIN HOLMES, with a gun on Defendants' business premises as aforesaid;
- f. In failing to do what was reasonably necessary in order to prevent the hazard, risk and danger of some person shooting the Plaintiff with a hand gun as occurred in this case;

- g. In failing to exercise ordinary or even slight care in the management of the safety and personal security of his, her, their, its business patrons and/or customers, invitees, guests, and visitors, including the Plaintiff herein;
- h. In failing to properly manage the aforesaid business of the Defendants known as STUDIO SEVEN CLUB, INC. so as to protect his, her, their, its patrons, customers, invitees, guests, and/or visitors including the Plaintiff, KEVIN HOLMES, from injury and harm while lawfully on said business premises;
- i. In failing to hire trained persons who were knowledgeable in this field of safety and personal security who could design appropriate and adequate policies, procedures, rules, regulations, warnings, and/or standards to protect its patrons, customers, invitees, guests, and visitors from injury and harm, including the Plaintiff, KEVIN HOLMES, caused by assailants, attackers, thugs, criminals, and/or hoodlums;
- j. In failing to properly and adequately train its employees, personnel, staff members, and other persons in order to protect its patrons, customers, invitees, guests and visitors, including the Plaintiff, KEVIN HOLMES, from injury and harm caused by assailants, attackers, thugs, criminals and/or hoodlums;
- k. In negligently failing to provide any or adequate security inside the premises of STUDIO SEVEN CLUB, INC., and to immediately intercede in any physical confrontation that may arise between patrons and/or assailants, attackers, thugs, criminals and/or hoodlums;
- l. In negligently failing to provide any or adequate training of the security staff and staff of STUDIO SEVEN CLUB, INC., to screen persons entering the premises, to ensure that there were no weapons, concealed or not, brought on the premises;
- m. In failing to have an adequate number of security staff and/or staff on the premises to intercede in altercations immediately and/or to protect the Plaintiff, KEVIN HOLMES, from injury and harm;
- n. In negligently hiring security and/or other staff for STUDIO SEVEN CLUB, INC.;
- o. In failing to intercede and/or prevent the shooting of the Plaintiff, KEVIN HOLMES;
- p. In creating a foreseeable risk of third party criminal conduct, namely, the criminal conduct of the shooter involved in shooting the Plaintiff herein, by reason of the reputation of the business place and character of the business;
- q. In failing to protect against the reasonable foreseeable risk of third party criminal conduct;

- r. In failing to follow its security policies and procedures so as to provide a safe premises for the protection of patrons, customers, invitees, guests, and visitors, including the Plaintiff, KEVIN HOLMES, herein;
- s. In failing to monitor the entrance and crowd for potential persons who were patrons and customers who could become problematic or violent or cause injury and harm to patrons, customers, invitees, guests, and visitors, including the Plaintiff, KEVIN HOLMES, herein;
- t. In failing to secure and maintain the premises in a reasonably safe condition and/or to ensure the reasonable safety of invitees, namely the Plaintiff, KEVIN HOLMES, on the premises;
- u. In failing to employ a sufficient number of security guards, employees, agents, and/or workers on the night of the incident to ensure the reasonable safety of invitees, namely the Plaintiff, KEVIN HOLMES;
- v. In failing to employ a sufficient number of security guards, employees, agents, and/or workers on the night of the incident to protect against the reasonable foreseeable criminal, negligent, and/or wrongful acts of third parties;
- w. In failing to alert security and patrons that a person with a gun had entered the premises of STUDIO SEVEN CLUB, INC.;
- x. In failing to use the degree of care and caution that a reasonably prudent business entity would have used under the circumstances then and there prevailing;
- y. In any other negligent or reckless act(s) or omission(s) which may be revealed in conducting discovery in this case and/or at trial;
- z. In all other ways being negligent, reckless, and/or intentional;
- aa. That the negligence and recklessness of the Defendant, STUDIO SEVEN CLUB, INC., is imputed to the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS and that the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS are vicariously liable for all of the negligent, reckless, willful, wanton, and/or heedless acts and omissions of the Defendant, STUDIO SEVEN CLUB, INC., as set forth in this Paragraph Thirteen (13) subparts (a) through (z), of this Complaint, committed in the course of and within the scope of their respective bailor/bailee, lessor/lessee, owner, license holder, employee/employer, master/servant and/or principal/agent relationship(s), including any ostensible or apparent agency relationships, contractual relationships, corporate relationships, family and/or other relationships; and
- bb. That the negligent and/or other wrongful acts or omissions of the Defendant, STUDIO SEVEN CLUB, INC., as set forth above in Paragraph Thirteen (13)

subparagraphs (a) through (z) are imputed to the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, because at the time and place of the incident, Defendant, STUDIO SEVEN CLUB, INC., was upon information and belief, the owner, operator, manager, employee, apparent employee, agent, apparent agent, servant, apparent servant, partner of, and/or otherwise engaged in a joint venture or other business and/or personal operation with the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS;

14. That, by reason of the negligence, carelessness, recklessness, willfulness, wantonness, and/or heedlessness of the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, as set forth herein, and as a direct and proximate result thereof, the Plaintiff, KEVIN HOLMES, suffered severe and permanent physical, mental, and emotional injuries and other damages in the following particulars, to wit:

As to Plaintiff, KEVIN HOLMES:

- (a) The Plaintiff, KEVIN HOLMES, sustained injuries to his whole body, including, but not limited to his head, neck, back, legs and/or arms;
- (b) Further, the Plaintiff, KEVIN HOLMES, suffered emotional distress as a result of the shooting;
- (c) Because of his injuries and as a result of the shooting, the Plaintiff, KEVIN HOLMES, has incurred substantial economic losses and damages, including but not limited to expensive medical treatment programs, including, hospitalizations, painful physical therapy, and medical care;
- (d) Because of his injuries and as a result of the shooting, the Plaintiff, KEVIN HOLMES, has suffered physical impairments, disabilities, and other injuries related to the compromised condition of his body due to the shooting, such injuries which he would not have suffered but for the shooting;
- (e) As a result of the shooting, the Plaintiff, KEVIN HOLMES, suffers, has suffered, and likely will continue to suffer severe and chronic pain, physical injury, and severe discomfort;
- (f) Because of his injuries and as a result of the shooting, the Plaintiff, KEVIN HOLMES, has suffered and continues to suffer from emotional distress;
- (g) The ability of the Plaintiff, KEVIN HOLMES, to participate in work and

recreational activities has been limited and severely impaired and will most probably be substantially limited and impaired in the future;

- (h) As a result of his physical injuries, the Plaintiff, KEVIN HOLMES, has suffered and experienced, and will most probably continue to suffer and experience non-economic losses and damages for the rest of his life, including, but not limited to:
 - (1) Physical injury or dysfunction;
 - (2) Permanent physical impairment;
 - (3) Permanent pain and suffering
 - (4) Permanent emotional distress;
 - (5) Permanent physical disfigurement or scarring; and
 - (6) Permanent impairment of his enjoyment of living.
- (i) Because of the physical and mental impairments and disabilities he has suffered, the Plaintiff, KEVIN HOLMES, has suffered and experienced, and will most probably continue to suffer and experience, an impairment of his enjoyment of living for the rest of his life;
- (j) The Plaintiff, KEVIN HOLMES, has incurred medical expenses, and he will most probably continue to incur expenses for medical care and treatment in the future;
- (k) The Plaintiff, KEVIN HOLMES, has suffered and experienced, and will most probably continue to suffer and experience, economic losses, including, but not limited to, medical expenses and lost wages, as a result of these injuries;
- (l) The Plaintiff, KEVIN HOLMES, has been injured in other ways, all to his substantial detriment; and
- (m) The, as the Plaintiff, KEVIN HOLMES, is informed and believes, he has sustained Actual Damages in an amount in excess of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), and an appropriate amount of Punitive Damages to be determined by a Jury, together with costs and disbursements of this action and other damages this Court deems just and proper.

WHEREFORE, the Plaintiff, KEVIN HOLMES, demands judgment against the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS and SUSIE M. DOUGLAS, for Actual Damages, in an amount in excess of **THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS**, and an appropriate amount of

Punitive Damages to be determined by the Jury, together with costs and disbursements of this action and any other damages this Court deems just and proper.

SVALINA LAW FIRM, P.A.

BY: 

SAMUEL L. SVALINA

SAMUEL S. SVALINA

601 Bladen Street

Post Office Drawer 1207

Beaufort, South Carolina 29901-1207

(843) 524-0333 Phone

(843) 524-4233 Fax

ATTORNEYS FOR THE PLAINTIFF

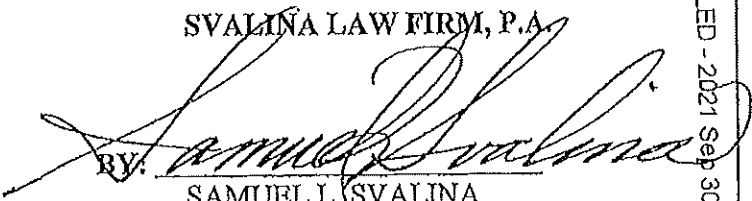
Beaufort, South Carolina
July 1, 2011

ELECTRONICALLY FILED - 2021 Sep 30 6:15 PM - BEAUFORT - COMMON PLEAS - CASE#2019CPF0701995

EXHIBIT 6

Punitive Damages to be determined by the Jury, together with costs and disbursements of this action and any other damages this Court deems just and proper.

SVALINA LAW FIRM, P.A.

BY: 

SAMUEL L. SVALINA

SAMUEL S. SVALINA

601 Bladen Street

Post Office Drawer 1207

Beaufort, South Carolina 29901-1207

(843) 524-0333 Phone

(843) 524-4233 Fax

ATTORNEYS FOR THE PLAINTIFF

Beaufort, South Carolina
July 1, 2011

EXHIBIT 6



COLONY SPECIALTY

Member Auto Group

August 9, 2011

Svalina Law Firm
Attn: Sam Svalina
Fax #: 843 524 4233

Re: Our Insured:	Studio 7 Club, Inc.
Our Claim #:	TBD
Date of Accident:	07/04/2008
Claimant:	Kevin Holmes

Dear Mr. Svalina:

Colony was first made aware today of the lawsuit filed against Studio 7 Club, Inc. by Kevin Holmes regarding a shooting incident that occurred on 07/04/2008. My understanding is the Answer to the lawsuit is due tomorrow, 08/10/2011. I've requested a copy of the Complaint and Summons from Ms. Bessinger with your firm. Additionally, I would like a copy of any correspondence sent to Colony's Insured, Studio 7 Club, Inc. by your firm.

In order for Colony to investigate coverage for the matter, I am requesting a 30 day extension until 09/09/2011 for a response from Colony's Insured to the Complaint. If this is agreeable to you, please confirm the granted extension in writing to me at my email address below. Your professional courtesy is appreciated.

I can be reached at phone 800 577 6614 x3045 and email maralz@colonyespecialty.com. My mailing address is P.O. Box 85122, Richmond VA 23235.

Sincerely,

Michelle R. Gratz, AIC
Senior Claims Examiner
Colony National Insurance Company

I HEREBY GRANT DEFENDANT, STUDIO SEVEN CLUB, INC., d/b/a STUDIO 7 CLUB, INC., A THIRTY (30) DAY EXTENSION TO ANSWER THE SUMMONS AND COMPLAINT WHICH WAS SERVED ON THE JULY 18, 2011, THEREBY MAKING THE RESPONSIVE PLEADINGS DUE BY SEPTEMBER 16, 2011.

Cc: File

Samuel L. Svalina, Attorneys for Plaintiff, Kevin Holmes

Date:

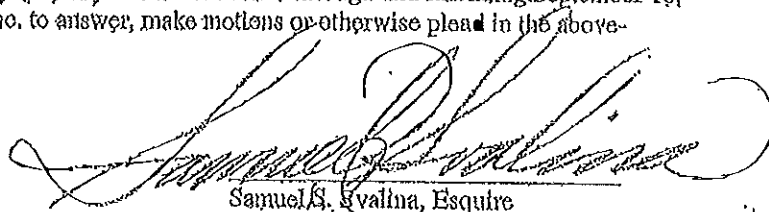
P.O. Box 85122
Richmond, VA 23285-5122
www.colonyespecialty.com

T 800.577.6614
T 804.560.4834

RECEIVED BY COLONY SPECIALTY - 2011-08-09 10:41:51 PM BEAUFORT COMMON PLEAS - CASE#2011-09-0701985

Re: Kevin Holmes v. Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and
Jusie M. Douglas
Case No.: 2011-CP-07-02743
Claim No.: 184920
Date of Loss: 7/5/2008

I hereby grant a standard thirty (30) day extension of time through and including September 16, 2011 to Studio Seven Club, Inc. to answer, make motions or otherwise plead in the above-referenced matter.


Samuel A. Svalina, Esquire
Svalina Law Firm, P.A.

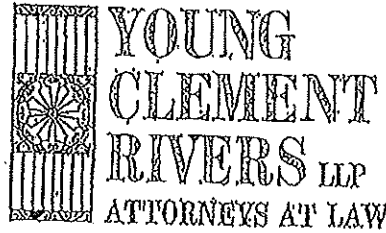
August 9, 2011
Date

RECEIVED FROM DEANITY FILED - 2011 SEP 29 04:57 PM BEAUFORT COMMON PLEAS - CASE #2011CP0702743

EXHIBIT 7

CHARLESTON
28 BROAD STREET
P.O. Box 993
CHARLESTON, SC 29402-0993
Telephone: (843) 577-4000
www.ycrlaw.com

Other Office:
Columbia, SC



Duke R. Highfield

Direct Dial: (843) 728-4456
Direct Fax: (843) 579-1300
E-mail: dhighfield@ycrlaw.com

August 9, 2011

VIA E-MAIL
Samuel S. Svalina, Esquire
Svalina Law Firm, P.A.
P. O. Drawer 1207
Beaufort, SC 29901-1207

Re: Kevin Holmes v. Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and
Suzie M. Douglas
Case No.: 2011-CP-07-02743
Claim No.: 184920
Date of Loss: 7/5/2008

Dear Sammy:

Please let this letter confirm my understanding that you have provided Studio Seven Club, Inc., with a 30-day extension of time in which to answer or otherwise plead. It is my understanding that Studio Seven Club was served on July 18, 2011; therefore, a responsive pleading would now be due on or before September 16, 2011. In that regard, I would appreciate your signing the enclosed and returning it to me via e-mail or facsimile.

Should you have any questions or comments, please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP

Duke R. Highfield

DRH/leh
Enclosure
cc: Michelle Gratz, Colony Insurance Company

RECEIVED BY FILED - 2011 SEP 29 04:57 PM - BEAUFORT COUNTY CLERK'S OFFICE - CASE 2011-CP-07-02743

EXHIBIT 8

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 11-CP-07-2743
KEVIN HOLMES,	)	
	)	ENTRY OF DEFAULT AS TO
Plaintiff,	)	DEFENDANT ERIC DOUGLAS
vs.	)	
	)	
STUDIO SEVEN CLUB, INC., ERIC	)	
DOUGLAS, CLINTON R. DOUGLAS,	)	
and SUSIE M. DOUGLAS,	)	
	)	
Defendants.	)	

It appearing to this Court in and by that certain Affidavit of Default of Samuel L. Svalina, Esquire, counsel for the Plaintiff herein, that Eric Douglas was served as shown by the Affidavits and attachment which are made a part hereof; and

It further appearing that an Affidavit of Non-Military Service for Eric Douglas has been filed with this Court; and

It further appearing that more than thirty (30) days have elapsed since the service of the Summons and Complaint in this matter without an Answer being filed on behalf of Eric Douglas is in default herein.

NOW, THEREFORE, on the Motion of Samuel L. Svalina, counsel for the Plaintiff, it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes of obtaining the relief requested in the previously filed pleadings herein, with appropriate notification to Eric Douglas, at his last known address.

IT IS SO ORDERED.

Presiding Judge
Fourteenth Judicial Circuit

Beaufort, South Carolina

11-14, 2012

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
KEVIN HOLMES,)
Plaintiff,)
vs.)
STUDIO SEVEN CLUB, INC., ERIC)
DOUGLAS, CLINTON R. DOUGLAS,)
and SUSIE M. DOUGLAS,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 11-CP-07-2743

ENTRY OF DEFAULT AS TO
DEFENDANT CLINTON R. DOUGLAS

It appearing to this Court in and by that certain Affidavit of Default of Samuel L. Svalina, Esquire, counsel for the Plaintiff herein, that Clinton R. Douglas was served as shown by the Affidavits and attachment which are made a part hereof; and

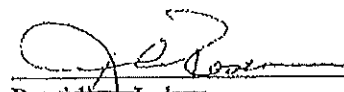
It further appearing that an Affidavit of Non-Military Service for Clinton R. Douglas has been filed with this Court; and

It further appearing that more than thirty (30) days have elapsed since the service of the Summons and Complaint in this matter without an Answer being filed on behalf of Clinton R. Douglas is in default herein.

NOW, THEREFORE, on the Motion of Samuel L. Svalina, counsel for the Plaintiff, it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes of obtaining the relief requested in the previously filed pleadings herein, with appropriate notification to Clinton R. Douglas, at his last known address.

IT IS SO ORDERED.


Presiding Judge
Fourteenth Judicial Circuit

Beaufort, South Carolina

11-14

, 2012

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 11-CP-07-2743
KEVIN HOLMES,	)	
	)	
Plaintiff,	)	ENTRY OF DEFAULT AS TO
vs.	)	DEFENDANT SUSIE M. DOUGLAS
	)	
STUDIO SEVEN CLUB, INC., ERIC	)	
DOUGLAS, CLINTON R. DOUGLAS,	)	
and SUSIE M. DOUGLAS,	)	
	)	
Defendants.	)	

12 MAR 16 PM 3:53
CLERK OF COURT
BEAUFORT, SC

It appearing to this Court in and by that certain Affidavit of Default of Samuel L. Svalina, Esquire, counsel for the Plaintiff herein, that Susie M. Douglas was served as shown by the Affidavits and attachment which are made a part hereof; and

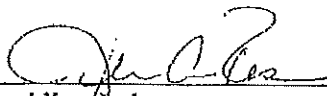
It further appearing that an Affidavit of Non-Military Service for Susie M. Douglas has been filed with this Court; and

It further appearing that more than thirty (30) days have elapsed since the service of the Summons and Complaint in this matter without an Answer being filed on behalf of Susie M. Douglas is in default herein.

NOW, THEREFORE, on the Motion of Samuel L. Svalina, counsel for the Plaintiff, it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes of obtaining the relief requested in the previously filed pleadings herein, with appropriate notification to Susie M. Douglas, at her last known address.

IT IS SO ORDERED.



Presiding Judge
Fourteenth Judicial Circuit

Beaufort, South Carolina

11-14, 2012

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CIVIL ACTION NO.: 11-CP-07-2743
KEVIN HOLMES,	)	
	)	ENTRY OF DEFAULT AS TO
Plaintiff,	)	DEFENDANT STUDIO SEVEN CLUB, INC.
vs.	)	
	)	
STUDIO SEVEN CLUB, INC., ERIC	)	
DOUGLAS, CLINTON R. DOUGLAS,	)	
and SUSIE M. DOUGLAS,	)	
	)	
Defendants.	)	

It appearing to this Court in and by that certain Affidavit of Default of Samuel L. Svalina, Esquire, counsel for the Plaintiff herein, that Studio Seven Club, Inc. was served as shown by the Affidavits and attachment which are made a part hereof; and

It further appearing that an Affidavit of Non-Military Service for Studio Seven Club, Inc. has been filed with this Court; and

It further appearing that more than thirty (30) days have elapsed since the service of the Summons and Complaint in this matter without an Answer being filed on behalf of Studio Seven Club, Inc. is in default herein.

NOW, THEREFORE, on the Motion of Samuel L. Svalina, counsel for the Plaintiff, it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes of obtaining the relief requested in the previously filed pleadings herein, with appropriate notification to Studio Seven Club, Inc., at the last known address.

IT IS SO ORDERED.

Presiding Judge
Fourteenth Judicial Circuit

Beaufort, South Carolina

_____, 2012

EXHIBIT 9

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-07-02743Kevin HolmesStudio Seven Club, Inc., Eric Douglas,Clinton R. Douglas and Susie M. Douglas
DEBENDANT(S)

PLAINTIFF(S)

Submitted by:

Clinton P. RedfernAttorney 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. ☐ See Page 2 for additional information
- ☐ **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: _____

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT 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)
Kevin Holmes	Studio Seven Club, Inc.; Eric Douglas, Clinton R. Douglas and Susie Douglas	\$ 483,000.00
		\$
		\$

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 abstracts and res should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the 23 day of 11, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 23 day of 11, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

C. Refsna

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON
PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KEVIN HOLMES,

Plaintiff,

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS
and SUSIE M. DOUGLAS,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2011-CP-07-02743

**ORDER GRANTING JUDGMENT
AGAINST DEFENDANTS IN DEFAULT**

2016 NOV 23 PM 4:14
CLERK OF COURT
BEAUFORT COUNTY, S.C.

This matter came before the Court on November 23, 2015. The Plaintiff, Kevin Holmes, moved for a default judgment for money damages on all legal claims against the defaulting Defendants, Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and Susie M. Douglas (collectively "Defendants") and requested a damages hearing pursuant to Rule 55 of the South Carolina Rules of Civil Procedure ("SCRPC").

This premises liability action relates to an incident that occurred on July 5, 2008, at the Studio Seven Club located at 44 Donaldson Camp Rd, Beaufort, South Carolina 29906, where the Plaintiff was shot by an unknown male with a handgun inside the club. A complaint was filed in the Beaufort County Court of Common Pleas on July 1, 2011, against Studio Seven Club, Inc., and the owners of the club and property, Eric Douglas, Clinton R. Douglas, and Susie M. Douglas, alleging the Defendants were negligent in failing to provide adequate security measures to protect patrons from foreseeable criminal acts inside the club, among other allegations. Defendants Studio Seven Club, Inc. ("Studio Seven"), and Eric Douglas were served with the summons and complaint on July 18, 2011, and Defendants Clinton R. Douglas and Susie M.


173

Douglas were served on July 25, 2011. Thereafter, no answer was received by the Plaintiff's attorney or filed with the Clerk of Court by any of the Defendants.

On November 16, 2012, Affidavit(s) for Entry of Default with the Affidavit of Service attached thereto and Affidavit(s) of Non-Military Service were filed by Samuel L. Svalina, Esquire, and the Honorable Jerri Ann Roseneau, Clerk of Court for Beaufort County, signed an Order for Entry of Default as to each Defendant. On November 2, 2015, the Plaintiff filed a Notice of Motion and Motion for Default Judgment and a Request for Damages Hearing. On November 13, 2015, pursuant to Rules 5(a) and 55(b)(2) of South Carolina Rules of Civil Procedure, Plaintiff's counsel served the Defendants with a copy of the Notice of Motion and Motion for Default Judgment, Request for Damages Hearing and Notice of Hearing by sending them via First Class United States Mail to the last known address (and where service of the Summons and Complaint was made) to each of the Defendants as evidenced by the Certificate of Service filed with the Court.

Therefore, the Court finds that proper service of the Motion for Default Judgment and Damages Hearing was made by the Plaintiff. However, the Defendants did not appear at the Damages Hearing on November 23, 2015, where evidence was offered as to the amount and nature of the Plaintiff's damages by the Plaintiff and his counsel.

The Court reviewed a Medical Bills Summary, Medical Records and Medical Bills of Kevin Holmes regarding his injuries from the shooting incident (Exhibit 1); and an Affidavit of Leland C. Stoddard, M.D. (Exhibit 2).

The Plaintiff produced testimony of Kevin Holmes and his mother, Cynthia Denise Holmes Rivers, who testified under oath as to the past and present injuries and damages suffered by the Plaintiff as a result of the shooting incident. The Plaintiff testified in detail as to his

injuries including the comminuted fracture of his left proximal femoral shaft requiring two (2) surgical procedures, and associated follow up care and therapy, and related his pain and suffering from his permanent physical injury, impairment and disfigurement due to the shooting incident. Plaintiff testified that he was admitted to Beaufort Memorial Hospital Emergency Room on July 5, 2008, and was immediately taken to the operating room where an intramedullary nailing of the left femur and wound debridement surgical procedure was performed by Leland C. Stoddard, M.D. Post operatively, it was noticed that the Plaintiff had a slight lengthening of the left leg and as a result was taken back to the operating room on July 8, 2008, for a second procedure where the distal locking screws were removed by Dr. Stoddard and the left leg was allowed to "shorten" slightly, and the a single distal screw was replaced. Plaintiff testified that he was discharged from the hospital on July 9, 2008, and at that time his left leg was so swollen that he could only wear baggy basketball shorts. Plaintiff was given crutches and testified that he had great difficulty performing any physical task without the assistance of another person for several weeks. Plaintiff testified that he continues to experience pain and suffering on a daily basis in his left leg. He described his left leg as "weak" and that the lack of strength and stability in his left leg prevents him from running or putting significant pressure on the leg. He further testified that he now walks with a slight limp and his left leg will occasionally "lock up" requiring him to stretch and take medication.

Further, the Plaintiff produced testimony of Leland C. Stoddard, M.D., by sworn affidavit as to past and present damages of the Plaintiff, including his professional opinion as to permanent physical injury; permanent impairment; permanent disfigurement; physical pain, discomfort, and suffering; impairment of enjoyment of living; and medical expenses of the Plaintiff in the future.



175

As a result of the medical care rendered the Plaintiff for his injuries from this shooting incident, the Plaintiff has incurred medical bills and expenses for treatment at Beaufort Memorial Hospital, Beaufort Emergency Physicians, Lowcountry Medical Group (Dr. Stoddard), and Beaufort Memorial Hospital Physical Therapy in the amount of Forty Thousand Ninety-Four and 60/100 (\$40,094.60) Dollars. Further, the Plaintiff has produced evidence to establish that he will continue to incur medical expenses for the rest of his life as a result of the injuries he sustained from the shooting incident. I find that a reasonable award of the Plaintiff's actual damages caused by the defaulting Defendants is Four Hundred Eighty-Three Thousand and No/100 (\$483,000.00) Dollars.

NOW THEREFORE, the Court finds, concludes and ORDERS that the Plaintiff is entitled to JUDGMENT against the defaulting Defendants, Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and Susie M. Douglas, jointly and severally, in the amount of Four Hundred Eighty-Three Thousand and No/100 (\$483,000.00) Dollars and judgment is hereby granted against the Defendants in favor of the Plaintiff for that amount.

IT IS SO ORDERED.



The Honorable Carmen T. Mullen
Fourteenth Judicial Circuit

11 / 25, 2015
Beaufort, South Carolina

EXHIBIT 10



244/1306

ELECTRONICALLY FILED - 2021 Sep 30 4:15 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

KNOW ALL MEN BY THESE PRESENTS, THAT

I, HAROLD DOW LADSON

Revenue Stamps

Collected

\$ 27.50

Beaufort County, S.C.

In the State aforesaid _____ In consideration of the sum of
Twenty-Five Thousand and No/100 (\$25,000.00) _____ DOLLARS,

to me _____ in hand paid at and before the sealing of these presents by _____
CLINTON R. DOUGLAS and SUELE M. DOUGLAS, 913 Duke Street, Beaufort, S.C.

In the State aforesaid _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
release unto the said CLINTON R. DOUGLAS and SUELE M. DOUGLAS, their heirs and assigns
forever, in fee simple absolute, the following described real
estate, to-wit:

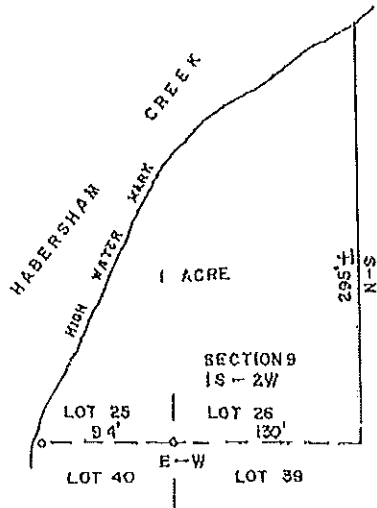
ALL of that piece, parcel or lot of land, located, lying and being on Port Royal Island, Beaufort County, South Carolina, and containing one (1) acre. The said one (1) acre is described as follows: Beginning at a point which is located on the Eastern shore of Habersham Creek and on the boundary line between Lots 25 and 40, Section 9, 132W, Beaufort County; thence East along this boundary line for a distance of Two Hundred Twenty-Four (224.01) feet to a point; thence North for a distance of Two Hundred Ninety-Five (295.0) feet to a point on the high water mark of the said Habersham Creek; thence Southwesterly along the said high water mark to the point of origin. This is the same parcel described on a plat prepared for Clinton Douglas by H.D. Trogdon, Jr. on January 11, 1977, said plat being attached herewith.

AND ALSO all that piece, parcel or lot of land located, lying, and being on Port Royal Island, Beaufort County, South Carolina, and being a part of Lot 39, Section 9, 132W, and containing 5.93 acres. This parcel is further described as follows: Beginning at a cement marker which is located at the intersection of Lots 40, 39, 26, and 25, thence East for a distance of 279.91 feet to another cement marker; thence S 89 30 40 E for a distance of 380.09 feet to an iron pipe or pin; thence S 0 24 20 W for a distance of 392.0 feet to a cement marker; thence N 89 43 W for a distance of 656.55 feet to another cement marker; thence N 0 05 50 W for a distance of 392 feet to the point of origin.

The first of these two parcels was the subject of a quiet title action undertaken by the Grantor against heirs of Stephen Ramsey. Decree in favor of Grantor filed on January 21, 1976, in the office of the Clerk of Court for Beaufort County, Judgement Roll No. 23948.

Beaufort County Tax Map Reference

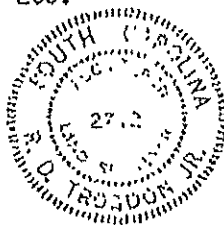
Map 90-28 Parcel 12924 Blk 220 Dist 210
287H



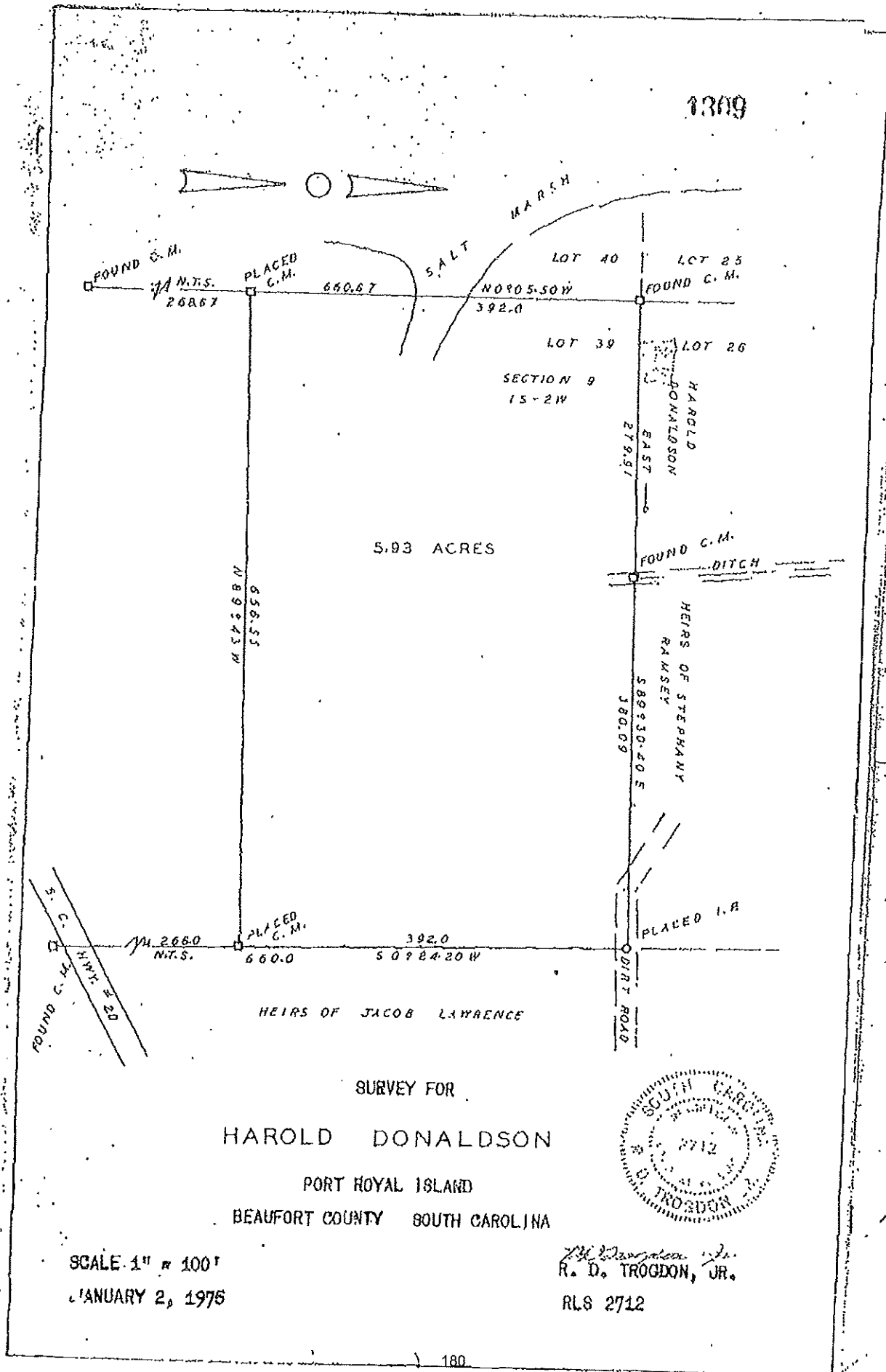
PLAT PREPARED FOR
CLINTON DOUGLAS
PORT ROYAL ISLAND
BEAUFORT COUNTY
SOUTH CAROLINA

NOTE: TRACED FROM A PLAT BY ARTHUR
O. CHRISTENSEN, DATED SEPTEMBER 13,
1962, FILE #T-265.

SCALE 1" = 100'
JANUARY 11, 1977



R. D. Trodon, Jr.
R. D. TRODON, JR.
R.L.S. 2712



AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said CLIFTON R. DOUGLAS and GUSTIE M. DOUGLAS, their Heirs and Assigns, against me and my Heirs, and all persons whomsoever, lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 2nd day of February, in the year of our Lord one thousand nine hundred and seventy-seven and in the one hundred and Two Hundred and Forty year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

J. Scott Gruber Harold Donaldson (L. S.)
W. Earl Gruber (L. S.)

The State of South Carolina,

Beaufort County.

PERSONALLY appeared before me EARL PICKEL
and made oath that he saw the within named HAROLD DONALDSON
sign, seal, and as he's act and deed, deliver the within written Deed,
and that we with C SCOTT GRUBER
witnessed the execution thereof.

SWORN to before me, this 2
day of February A.D. 1976
C. Scott Gruber (SEAL)
Notary Public of South Carolina
My Commission Expires

W. Earl Gruber

RENUNCIATION OF DOWER

The State of South Carolina,

County.

NOT NECESSARY. GRANTOR IS NOT MARRIED.

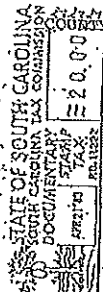
I, _____, a Notary Public for South Carolina
do hereby certify unto all whom it may concern, that Mrs. _____
the wife of the within named _____
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, re-
lease and forever relinquish unto the within named _____
Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular
the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19____

Notary Public of South Carolina
My Commission Expires

State of South Carolina

Form 14-Title to Real Estate
Revised 1978



COUNTY OF BEAUFORT

20.00

9 5 2 2 4

FILED IN REAL EST. BOOK 366 PAGE 1066
FILED AT 17.03.00 ON 04/11/83

KNOW ALL MEN BY THESE PRESENTS, THAT

WE, SAMMIE JENKINS, HERBERT M. RAMSEY and CLARENCE STEWART, as Trustees
for the Heirs at Law of Stephen Ramsey,

In the State aforesaid, for and in consideration of the sum of
TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS,

to us in hand paid by and before the sealing of these presents by CLINTON R. DOUGLAS AND
SUSIE M. DOUGLAS, 913 Duke Street, Beaufort, SC 29902

In the State aforesaid, the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
release unto the said CLINTON R. DOUGLAS AND SUSIE M. DOUGLAS, Their Heirs and
Assigns Forever, the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land, situate,
lying and being on Port Royal Island, Beaufort County,
South Carolina, containing 2.34 acres as shown on plat
prepared for the Heirs of Stephen Ramsey by Rod C. Spann
dated January 17, 1983 and recorded in the Office of the
Clerk of Court for Beaufort County in Book 37 of Plats,
at Page 90. Said property is bounded on the North by
the marshes of Habersham Creek, Northeast by property
now belonging to the Heirs of Stephen Ramsey, East by
property to be conveyed to Eugenia Ringle, South by pro-
perty now belonging to Clinton R. Douglas and West by
property now belonging to Clinton R. Douglas.

Being a part of the property conveyed to the Grantors by
W. Henry Jackson, Clerk of Court for Beaufort County,
by Deed dated January 17, 1980 and recorded in the Office
of the Clerk of Court for Beaufort County, South Caro-
lina, in Book 298 of Deeds, at Page 455.

This Deed was prepared by the law firm of Levin, Sans,
Davis & Grimsley, P.A., 811 Craven Street, Beaufort,
South Carolina 29902.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Subsec	Parcel	Block
100	24		295	

FILED IN REC: EST BOOK 366 PAGE 1867
FILED AT 17:00, 00 OF 04/11/83

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances in the said
Premises hanging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said
CLAYTON R. DOUGLAS AND SUSIE M. DOUGLAS, THEIR Heirs and Assigns forever.

and ourselves and our Heirs,
and forever defend, all and singular, the said Pre
SIE M. DOUGLAS, THEIR
and our Heirs, and
lawfully claiming or to claim the same
and heirs and assigns

COMMONS: ELLAS CASE: 20140000701006

AND we do hereby bind ourselves and our heirs, assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said CLINTON K. DOUGLAS AND SUSIE M. DOUGLAS, THEIR

Heirs and Assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hands and Seals, this 28th day of February, in the year of our Lord one thousand nine hundred and eighty-three and in the two hundred and seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

1. Donald Rogers (Witnesses as to Sammie Jenkins) 2. William A. Crockett (Witnesses as to Herbert M. Ramsey) 3. Clarence Stewart (Witnesses as to Clarence Stewart)

The State of South Carolina, NEW YORK

PERSONALLY appeared before me 2. Donald Rogers and made oath that s/he saw the within named SAMMIE JENKINS

and that s/he will 4. William A. Crockett

SWORN to before me, this 28th day of February, A.D. 1983.

1. William A. Crockett (SEAL) Notary Public for South Carolina, New York My Commission Expires 3-31-84

1. Donald Rogers 2. Donald Rogers

RENUCINATION OF DOWER NO DONORS NECESSARY - GRANTORS CONVEYING AS TRUSTEES

The State of South Carolina, a Notary Public for South Carolina

do hereby certify unto all whom it may concern, that Mrs. the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 1983

Notary Public for South Carolina My Commission Expires

EXHIBIT 11

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas, John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s)

SUMMONS AND NOTICES
(Non-Jury)

Foreclosure of Judgment Lien

CASE NO.: 2018-CP- _____

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONSED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers, Gregg Law Firm, LLC, at their office at P.O. Box 601, Port Royal, SC 29935, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONSED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for the Plaintiff.

/s/ Laura A. Gregg
Laura A. Gregg, Esq., SC Bar No.: 100531
GREGG LAW FIRM, LLC
P.O. Box 601
Port Royal, SC 29935
P: (843) 505-6566
E: lgregg@gregglawsc.com
Attorney for Plaintiff

Beaufort, SC
April 20, 2018

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s)

COMPLAINT
(Non-Jury)

Foreclosure of Judgment Lien

CASE NO.: 2018-CP-_____-

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Kevin Holmes, is a citizen and resident of the County of Beaufort, South Carolina.
2. Upon information and belief, the Defendants, the Estate of The Estates of Clinton R. Douglas and Susie M. Douglas, John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown,

being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; and Darrell Douglas, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction pursuant to S.C. Code Ann. § 36-2-803.

3. The real properties hereinafter described, that is the subject of this action, are situated and located in the County of Beaufort, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.

4. On or about November 23, 2011, Plaintiff was awarded a default judgment in the amount of \$483,000.00 against Eric J. Douglas, Clinton R. Douglas, and Susie M. Douglas, and a corporate Defendant Studio Seven Club, Inc. in Case No. 2011-CP-07-02743 in the Beaufort County Court of Common Pleas, which has been entered in the Judgment Roll filed in the Office of the Clerk of Court for Beaufort County.

5. Pursuant to S.C. Code Ann. § 15-35-810, the entering of the judgment created a judgment lien upon the below described real properties, including any and all improvements to the properties, located in the County of Beaufort belonging to Clinton R. Douglas and Susie M. Douglas ("Subject Properties"):

All of that piece, parcel, or lot of land, located, lying, and being on Port Royal Island, Beaufort County, South Carolina, and containing one (1) acre. The said (1) acre is described as follows: Beginning at the point which is located on the Eastern shore of Habersham Creek and on the boundary line between Lots 25 and 40, Section 9, 132W, Beaufort County; thence East along this boundary line for a distance of Two Hundred Twenty-Four (224.0) feet to a point; thence North for a distance of Two Hundred Ninety-Five (295.0) feet to a point on the high water mark to the point of origin. This is thence Southwesterly along the said high water mark to the point of origin.

This is the same parcel described on a plat prepared for Clinton Douglas by R.D. Trogdon, Jr. on January 11, 1977, said plat being attached herewith.

This parcel was the subject of a quiet title action undertaken by the Grantor against Heirs of Stephen Ramsey. Decree in favor of Grantor filed on January 21, 1976, in the office of the Clerk of Court for Beaufort County, Judgment Roll No. 23948.

Parcel No: R100 028 000 090A 0000

Property Address: 23 Donaldson Camp Rd., Beaufort, SC 29906

All that piece, parcel, or lot of land located, lying, and being on Port Royal Island, Beaufort County, South Carolina, and being part of Lot 39, Section 9, 132W, and containing 5.93 acres. This parcel is further described as follows: Beginning at a cement marker which is located at the intersection of Lots 40, 39, 26, and 25, thence East for a distance of 279.91 feet to another cement marker; thence S 89 30 40 S for a distance of 380.09 feet to an iron pipe or pin; thence 8 0 24 20 W for a distance of 392.0 feet to a cement marker; thence N 89 43 W for a distance of 656.55 feet to another cement marker; thence N 0 05 50 W for a distance of 392 feet to the point of origin.

Parcel No: R100 028 000 089A 0000

Property Address: 44 Donaldson Camp Rd., Beaufort, SC 29906

All that certain piece, parcel, or lot of land, situate, lying, and being on Port Royal Island, Beaufort County, South Carolina, containing 2.54 acres as shown on plat prepared for the Heirs of Stephen Ramsey by Rod C. Spann dated January 17, 1983 and recorded in the Office of the Clerk of Court for Beaufort County in Book 31 of Plats, at Page 80. Said property is bounded on the North by the marshes of Habersham Creek, Northwest by property now belonging to the Heirs of Stephen Ramsey, East by property to be conveyed to Eugene Pringle, South by property now belonging to Clinton R. Douglas, and West by Property now belonging to Clinton R. Douglas.

Being a part of the property conveyed to the Grantors by W. Henry Jackson, Clerk of Court for Beaufort County, by Deed dated January 17, 1980 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Book 295 of Deeds, at Page 465.

Parcel No: R100 028 000 089E 0000

Property Address: 44 Donaldson Camp Rd., Beaufort, SC 29906

6. Plaintiff filed an Execution of Judgment on January 9, 2018 to enforce the judgment and was returned NULLA BONA on February 23, 2018. (Pl.'s Ex. A).
7. Upon information and belief, Susie M. Douglas died in North Carolina in 2009, and no ancillary probate estate was opened in Beaufort County.
8. Upon information and belief, Clinton R. Douglas died in North Carolina in 2016, and there is an open probate estate pending in Charlotte-Mecklenburg County, although no ancillary probate estate was opened in Beaufort County.
9. The Subject Properties secure the payment of the judgment against Clinton R. Douglas and Susie M. Douglas and constitutes a valid first lien on the Subject Properties.
10. Any notice required by State or Federal law has been given to the applicable Defendant(s) prior to the commencement of this action.
11. Upon information and belief, said information having been obtained from the records of Beaufort County, South Carolina, the Defendant(s) below named may be heirs of the Estate of Clinton R. Douglas and Susie M. Douglas and have or may claim to have some interest in the Subject Properties: Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding, Brenda Spears, and Darrell Douglas.
12. John Doe and Richard Roe are named as Defendants in this action to represent the unknown heirs or devisees of any of the Defendants, if any of them is deceased or under a legal disability, and as Representatives of all other persons or entities who are unknown, who may claim or have any right, title, interest in, or lien upon the real estate described above, and any unknown adults in a class designated as John Doe, and any unknown infants or persons under a disability or in the military service in a class known as Richard Roe.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Judgment held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits, or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the subject properties and hold the same subject to the further order of this Court.
- C. Plaintiff's Judgment Lien be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Subject Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:
 - First, to the costs and expenses of the within action and said sale;
 - Second, to the payment and discharge of the amount of the Judgment, together with attorney's fees as aforesaid;
 - Third, the surplus, if any, be distributed according to law; and
- E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Beaufort County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and

peaceable possession of said property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

/s/ Laura A. Gregg

Laura A. Gregg, Esq., SC Bar No.: 100531

GREGG LAW FIRM, LLC

P.O. Box 601

Port Royal, SC 29935

P: (843) 505-6566

E: lgregg@gregglawsc.com

Attorney for Plaintiff

Beaufort, SC
April 20, 2018

RECEIVED ELECTRONICALLY FILED - 2018 APR 20 4:05 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700995

EXHIBIT A



P. J. Tanner
Sheriff

OFFICE OF SHERIFF
BEAUFORT COUNTY
POST OFFICE BOX 1758
BEAUFORT, SOUTH CAROLINA 29901

AREA CODE (843)
SHERIFF 255-377-0000
CHIEF DEPUTY 255-377-0001
CRIMINAL RECORDS 255-377-0002
CRIMINAL WARRANTS 255-377-0003
CIVIL RECORDS 255-377-0004
JUDGMENTS 255-377-0005
FAX # 255-993-1111
WEB SITE www.bcsa.net

February 23, 2018

Laura A. Gregg, Esquire
Post Office Box 601
Port Royal, South Carolina 29935

Re: Kevin Holmes vs Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas; and
Susie M. Douglas
Judgment Roll No: 2011CP0702743

Dear Sir or Madam:

This is to inform you that the Execution Against Property in the above referenced matter is being forwarded to the Clerk of Court for Beaufort County and stamped as follows:

"NULLA BONA" February 23, 2018. I hereby certify that, after diligent search, I have been unable to locate any property in the name of the defendant on which to levy and the within Execution is being returned to the Clerk of Court for Beaufort County, "NULLA BONA", as of this date by request of the Plaintiff's Attorney.

Sincerely,

P. J. TANNER
SHERIFF

PJT/act

cc: Clerk of Court

FILED 2018 APR 24 10:54 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0702743
FILED 2018 FEB 27 2:07 PM - BEAUFORT - COMMON PLEAS - CASE#2011CP0702743



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) FOR THE FOURTEENTH JUDICIAL
) CIRCUIT
) CASE NO.: 2011-CP-07-02743

Kevin Holmes,

Plaintiff,

v,

Studio Seven Club Inc., Eric Douglas,
 Clinton R. Douglas, and Susie M. Douglas,

Defendants,

EXECUTION OF JUDGMENT
 Judgment Filed November 23, 2011
 in the amount of \$483,000.00

TO THE SHERIFF OF BEAUFORT COUNTY:

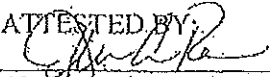
Judgment was rendered in the above-captioned action against Defendants Studio Seven Club Inc., Eric Douglas, Clinton R. Douglas, and Susie M. Douglas (the "Judgment Debtors") in favor of Kevin Holmes in the amount set forth above, together with any other amounts accruing pursuant to the Order Granting Judgment Against Defendants in Default, which has been entered in the Judgment Roll filed in the Office of the Clerk of Court for Beaufort County. A true and correct copy of the Order Granting Judgment Against Defendants in Default is attached hereto as Exhibit A. The judgment remains unpaid in its entirety.

Therefore, we request that you satisfy the Judgment out of the personal property of Judgment Debtors within Beaufort County, or if sufficient personal property cannot be found, then out of the real property in Beaufort County belonging to Judgment Debtors on the day the judgment was docketed in Beaufort County or at any time thereafter in whose ever possession it may be, and return this Execution according to law to the Clerk of Court of Beaufort County.

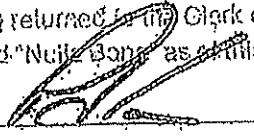
GREGG LAW FIRM, LLC


 Laura A. Gregg, Esquire
 P.O. Box 601
 Port Royal, SC 29935
 (843) 505-6566
lgregg@gregglawsc.com
 Attorney for Plaintiff

Beaufort, SC
 December 29, 2017

ATTESTED BY:

 Clerk of Court for the County of Beaufort
 This 10 day of January 2017

"NULLA BONA" 7-25-18 I have been unable to locate any property in the name of the defendant which to levy and the writ of execution is being returned to the Clerk of Court for Beaufort County, marked "Nulla Bona" as of this date.


Sheriff

EEEBRONNALLY FILED 2018 Sep 30 6:04 PM - BEAUFORT - COMMON PLEAS - CASE#2019CB070095
ELECTRONICALLY FILED - 2018 Feb 27 2:07 PM - BEAUFORT - COMMON PLEAS - CASE#2019CB070095

EXHIBIT 12

ELECTRONICALLY FILED 2021 SEP 18 06:54 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700831

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS FOR
THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

ORDER OF REFERENCE
(ACTION FOR FORECLOSURE)

CASE NO.: 2018-CP-07-00831

Upon motion of the undersigned attorney for the Plaintiff, it appearing that this case is a foreclosure action; and it further appearing, pursuant to Rule 58(b) of the South Carolina Rules of Civil Procedure, that this is a proper matter to refer to the Honorable Marvin H. Dukes III, as Master-in-Equity for Beaufort County.

Now therefore, IT IS ORDERED that the above-entitled cause be, and the same if hereby, referred to the Honorable Marvin H. Dukes III for a final foreclosure hearing to be held, wherein the Master-in-Equity will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order, to order a judicial sale on any day, not just a regular judicial sales day, and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant

to Rule 71(c) SCRPC, Petitions or Motions relating to Writ of Assistance of any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

The Plaintiff is responsible for paying the Reference Fee set forth in South Carolina Code of Laws Section 14-11-310; however, if the Plaintiff's case has ended, any remaining party seeking Affirmative Relief shall be responsible for paying the fee. If the case is a Partition Action or Lien Foreclosure, the fee amount is \$100.00; for all other types of cases, the fee is \$50.00. The Reference Fee shall be paid to the Office of the Master in Equity for Beaufort County within 30 days of the date of this Order or the Master will dismiss the case for non-payment of the Reference Fee without further notice.

Any appeal from the final judgment in this cause shall be to the South Carolina Court of Appeals.

Presiding Judge, Beaufort County

_____, 2018

WE SO MOVE:

/s/ Laura A. Gregg
Laura A. Gregg, Esq., SC Bar No. 100581
GREGG LAW FIRM, LLC
P.O. Box 601
Port Royal, SC 29935
P: (843) 505-6566
E: lgregg@gregglawsc.com
Attorney for Plaintiff



Beaufort Common Pleas

Case Caption: Kevin Holmes VS Clinton R Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Order/Referred to Master or Special Referee

So Ordered

s/Jerri Ann Roseneau, Beaufort County Clerk of
Court

Electronically signed on 2018-09-10 08:37:31 page 3 of 3

ELECTRONICALLY FILED 2018 SEP 10 08:39 AM BEAUFORT COUNTY COMMON PLEAS COURT 2018CP0700831

EXHIBIT 13

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

IN THE COURT OF COMMON PLEAS FOR
THE FOURTEENTH JUDICIAL
CIRCUIT

ORDER DENYING DEFENDANTS' MOTION
TO DISMISS DEFAULT JUDGMENT

CASE NO.: 2018-CF-07-00881

THIS CAUSE having come before the Court on a Motion to Dismiss Default Judgment filed on behalf of Defendants Estate of Clinton R. Douglas, Estate of Susie M. Douglas, Eric J. Douglas, Ronnie L. Douglas, Jacqueline Walker, Donna Harding, Brenda Spears, and Darrell Douglas,¹ the Court makes the following findings:

Laura A. Gregg, Samuel Svalina, and Clinton F. Redfern appeared on behalf of Plaintiff, and James H. Moss appeared on behalf of Defendants named above at the hearing scheduled May 20, 2019 before the Honorable Marvin H. Dukes, III.

¹ Attorney for Defendants, James H. Moss, clarified at the hearing that he represented not only the Estates of Clinton R. and Susie M. Douglas but also the entire "Douglas family," which would presumably include all the Defendants listed in the caption, with the exception of John Doe and Richard Roe.

On April 20, 2018, Plaintiff filed a Summons and Complaint of Foreclosure. None of the Defendants filed an answer and an entry of default was entered. On October 18, 2018, a default Final Hearing of Foreclosure was scheduled to foreclose the judgment lien attached to the Subject Properties at issue. Mr. Moss, representing Defendants, appeared at that hearing and requested a continuance to investigate the underlying judgment subject to foreclosure, which was granted by the Court.

On April 4, 2019, a second default Final Hearing of Foreclosure was held. Prior to the hearing, Mr. Moss moved the Court to dismiss a default judgment entered by the Beaufort County Court of Common Pleas on November 23, 2015 (Case Number 2011-CP-07-02748), in the underlying case that gave rise to the judgment Plaintiff seeks to foreclose. Defendants did not and have not filed a separate motion in the Court of Commons Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect.

In response to Defendants' motion, Plaintiffs filed a Motion to Strike Defendants' Motion to Dismiss based on the fact that Defendants are currently in default and there had been no motion filed, or court order, to set aside the entry of default.

The Court heard both parties' motions, allowed testimony from Ronnie L. Douglas and Eric J. Douglas, and accepted exhibits in evidence. Based on the evidence presented at the hearing, I make the following findings.

The Court has concerns about whether the Court of Common Pleas had jurisdiction over Susie M. Douglas in the underlying case from 2011 based on service of process. The death certificate of Susie M. Douglas showed she died intestate in North Carolina on April 3, 2009. However, no probate estate was ever opened for Susie M. Douglas in North Carolina or South Carolina. Therefore, there was no personal representative to serve. According to the Affidavit of Personal Service, Susie M. Douglas was served on July 25, 2011 by leaving a copy of the summons and complaint at her usual place of abode with Donna Harding, her adult daughter who also resided there. Whether service of Susie Douglas was proper, however, does not affect the judgment against her husband, Clinton R. Douglas, and issue, Eric J. Douglas, in the same lawsuit. Because property

owned by Susie M. Douglas passed by operation of law to Clinton R. Douglas and Eric J. Douglas, the judgment lien still attaches to their interest in the real estate subject to foreclosure.

As to jurisdiction over Studio Seven Club, Inc., service was accomplished by serving Eric J. Douglas, who qualifies as a "managing or general agent" of Studio Seven Club, Inc. *See* Rule 4(d)(3), SCRCF. Rule 4(d)(3), SCRCF allows a corporation to be served by delivering a copy of the summons and complaint to a registered agent or a managing/general agent. It is undisputed that Studio Seven Club, Inc. did not have an accurate registered agent listed with the Secretary of State, and the corporation failed to update or keep accurate this information as provided by South Carolina Code section 33-5-102. Specifically, the registered agent named was "Headquarters" and neither Eric J. Douglas nor Ronnie L. Douglas knew who owned or had control of the address listed for service of the registered agent.

However, service on a corporation's registered agent is not the only means by which service can be properly effected on the corporation, as Rule 4(d)(3), SCRCF allows for service of a managing or general agent. Eric J. Douglas's status as a managing or general agent was shown through evidence submitted by both parties at the hearing. First, it was demonstrated by his signature on the Articles of Dissolution of Studio Seven Club, Inc., in which he identified himself as "Vice President" of the corporation. *See Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 210 (1996) (finding individual "as vice president of [Defendant Corporation] was an officer of the corporation upon whom service could be made under Rule 4(d)(3), SCRCF"). I do not find credible Eric J. Douglas's testimony that he was not actually the vice president of the corporation and that him signing the Articles of Dissolution in that capacity was of no consequence. Second, the mere fact that Eric J. Douglas had the authority to execute the paperwork to dissolve the corporation is evidence that he qualifies as a managing agent for service of process. Third, Eric J. Douglas testified that he managed the business affairs of Studio Seven Club, Inc., and the Last Will and Testament of Clinton R. Douglas directed that Eric J. Douglas should "continue managing and operating the day to day functions of the business" of Studio Seven Club, Inc. Therefore, his duties with the corporation are

sufficient to qualify him as the managing agent. Based on this evidence, I find Eric J. Douglas was a proper party for service of Studio Seven Club, Inc.

Moreover, because Defendants failed to follow South Carolina law requiring them to have an accurate registered agent listed with the Secretary of State, service of Clinton R. Douglas, who owned Studio Seven Club, Inc. and the property on which the club was located, provided additional notice to Studio Seven Club, Inc., as he would also qualify as a managing or general agent.

It is important to note, however, that whether service of Studio Seven Club, Inc. was proper in the 2011 action does not affect the foreclosure action. There is no evidence the corporation owned the real estate that is subject to foreclosure.

As to whether the Court of Commons Pleas had personal jurisdiction of the other defendants—Eric J. Douglas and Clinton R. Douglas—in the 2011 action, I find service of process was proper and the judgment entered by the Court of Common Pleas stands against those defendants.

Turning to service of process in the related foreclosure proceeding, Eric J. Douglas argued the entry of default should be set aside as to him because he was not properly served. He testified that although his name is signed on the certified mail return receipt submitted by Plaintiff's counsel in the Affidavit of Service, he did not actually sign for the mailing that contained the foreclosure summons and complaint. Because it appears that delivery was not restricted to the addressee of the certified mailing, Eric J. Douglas will not be held in default and may answer the complaint in the foreclosure action when it is served upon him. However, the entry of default stands as to all other defendants.

Now therefore, IT IS ORDERED that Defendants' Motion to Dismiss Default Judgment is hereby DENIED, Plaintiff's Motion to Strike is DENIED, and Eric J. Douglas is allowed to answer the complaint filed in the current foreclosure action.

The Honorable Marvin H. Dukes,
 Beaufort County Master-In-Equity

_____, 2019



Beaufort Common Pleas

Case Caption: Kevin Holmes VS Clinton R Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Master/Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2019-07-02 11:43:35 page 5 of 6

RECEIVED BY THE CLERK OF THE COURT 2019-07-02 02:28 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700831

EXHIBIT 14

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS FOR THE
FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

NOTICE OF HEARING

CASE NO.: 2018-CP-07-00831

WILL YOU PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, the Honorable Marvin H. Dukes III as Master-in-Equity for BEAUFORT County, has appointed OCTOBER 18, 2018 at 9:30 AM at 102 Ribaut Road, 2nd Floor, Beaufort, SC 29902, as the time and place for holding a Final Hearing in Foreclosure, at which time and place all interested parties will appear, and that the Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Master-in-Equity will be authorized to enter a final judgment and to order the judicial sale of the properties subject to foreclosure herein.

You are requested to notify Gregg Law Firm, LLC at 848-605-6566 of your intention to appear.

/s/ Laura A. Gregg

Laura A. Gregg, Esq., SC Bar No. 100531
GREGG LAW FIRM, LLC
P.O. Box 601, Port Royal, SC 29936
P: (843) 605-6566
E: lgregg@gregglawsc.com

Beaufort, SC
September 28, 2018

EXHIBIT 15

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	
Kevin Holmes,	)	
	)	CASE NO.: 2018-CP-07-00831
Plaintiff,	)	
	)	
vs.	)	NOTICE OF MOTION AND MOTION
	)	FOR CONTINUANCE OF HEARING
The Estate of Clinton R. Douglas and	)	ESTATE OF CLINTON R. DOUGLAS
Susie M. Douglas, et al.,	)	and SUSIE M. DOUGLAS, et al.
	)	
Defendants.	)	

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through their undersigned attorney, hereby moves to continue the Notice of Hearing scheduled for October 18, 2018, before the Honorable Marvin H. Dukes, III, on the grounds that a continuance would be in the best interest of justice. More specifically, Clinton R. Douglas and Susie M. Douglas owned land where a bar business was established know as Studio Seven Club, Inc.

The Defendant, Susie M. Douglas was never served with the original summons and complaint as shown by the affidavits as she was deceased at the time of alleged service on July 25, 2011. (See attached exhibits 1 and 3)

In fact Susie M. Douglas died on April 9, 2009. (See attached exhibit 2)

Also, Clinton R. Douglas my father was suffering from Alzheimer's, could not make decisions for himself would wonder off and could not do his own personal care.

Also, the club was only on a one acre piece of property. The claim now involves 9.2 acres total.

The Plaintiff respectfully requests a continuance with the Court to allow the heirs of deceased to properly move the court to correct the judgement entered and allow the Defendant's to appear in this matter.

Respectfully submitted,

MOSS, KUHN, FLEMING & SMITH, P. A.

By: /s/ James H. Moss
1501 North Street
Post Office Box 507
Beaufort, SC 29901
843-524-3373
843-524-1302 (fax)
Attorneys for the Plaintiff

Beaufort, South Carolina
October 17, 2018

EXHIBIT 16

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 CP-07-00831

Kevln Holmes,

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas,

Submitted by: Gregg Law Firm, LLC
P.O. Box 601
Port Royal, SC 29936
PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Gregg Law Firm, LLC
P.O. Box 601
Port Royal, SC 29936

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: CONTINUED UNTIL FURTHER ORDER OF THE COURT

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

ELECTRONICALLY FILED - 2018 SEP 28 6:15:32 AM - HERRINGTON - COMMON PLEAS - CASE#201807019991

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.

_____	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: Kevin Holmes VS Clinton R Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Master/Order/Form 4

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2018-10-22 10:25:12 page 3 of 3

ELECTRONICALLY FILED - 20180928 6:14:30 AM BEAUFORT COMMON PLEAS CASE#2018CP0700831

EXHIBIT 17

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

IN THE COURT OF COMMON PLEAS FOR THE
FOURTEENTH JUDICIAL
CIRCUIT

NOTICE OF HEARING

CASE NO.: 2018-CP-07-00831

WILL YOU PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, the Honorable Marvin H. Dukes III as Master-in-Equity for BEAUFORT County, has appointed April 4, 2019 at 11:30 AM at 102 Ribaut Road, 2nd Floor, Beaufort, SC 29902, as the time and place for holding a Final Hearing in Foreclosure, at which time and place all interested parties will appear, and that the Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Master-in-Equity will be authorized to enter a final judgment and to order the judicial sale of the properties subject to foreclosure herein.

You are requested to notify Gregg Law Firm, LLC at 843-505-6566 of your intention to appear.

/s/ Laura A. Gregg
Laura A. Gregg, Esq., SC Bar No. 100531
GREGG LAW FIRM, LLC
P.O. Box 601, Port Royal, SC 29935
P: (843) 505-6566
E: lgregg@gregglawsc.com

Beaufort, SC
February 21, 2019

FILED ELECTRONICALLY FILED 2019 FEB 21 10:30 AM - BEAUFORT - COMMON PLEAS - CASE# 2018-CP-07-00831

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS FOR
THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

CERTIFICATE OF SERVICE BY MAIL

CASE NO.: 2018-CP-07-00831

The undersigned hereby certifies that she is an employee of Gregg Law Firm, LLC, and is a person of such age and discretion to be competent to serve papers.

That on the 21 day of February 2019, she served a copy of the documents listed below by placing said copy in a postage-paid envelope addressed to each of the following persons at the addresses stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: -Notice of Hearing
 -Certificate of Service by Mail

Parties Served: Eric J. Douglas
 P.O. Box 4241
 Burton, SC 29903

Ronnie L. Douglas
3715 Pinnacle Place
Hephzibah, GA 30815

Jacqueline Walker
558 Broad River Rd.
Beaufort, SC 29906

Donna Harding
5704 Beatties Ford Rd.
Charlotte, NC 28216

Brenda Spears
5625 Beatties Ford Rd.
Charlotte, NC 28216

Darrell Douglas
3325 Dunn Commons Pkwy Apt. 306
Charlotte, NC 28216

John Doe, Richard Roe
c/o Ben Coppage, Esq.
P.O. Box 2478
Beaufort SC 29901

Estates of Clinton R. and Susie M. Douglas
c/o James H. Moss
1501 North Street
P.O. Box 507
Beaufort, SC 29901

/s/ Laura A. Gregg
Laura A. Gregg, Esq., SC Bar No. 100581
GREGG LAW FIRM, LLC
P.O. Box 601
Port Royal, SC 29935
P: (843) 505-6566
E: lgregg@gregglawsc.com
Attorney for Plaintiff

Beaufort, SC
February 21, 2019

EXHIBIT 18

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CASE NUMBER: 2018-CP-07- 00831
Kevin Holmes,	)	
	)	NOTICE OF MOTION AND MOTION
Plaintiff,	)	TO DISMISS DEFAULT JUDGEMENT
v.	)	
The Estate of Clinton R. Douglas	)	
and Susie M. Douglas, et al.	)	
Defendant.	)	

TO LAURA A. GREGG, ESQUIRE AND ATTORNEY FOR THE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE That the Defendant's, by and through their undersigned attorney, shall move the Court for an order denying and dismissing the judgment by default as the Court was without jurisdiction and without due process to grant judgment of default.

That the Plaintiff Ronnie M. Douglas is the executor of Clinton R. Douglas (deceased) and heir at law to Susie M. Douglas (deceased) and he is living in North Carolina.

That the Defendant, Eric Douglas herein is a resident of Beaufort County, State of South Carolina.

That Clinton R. Douglas and Susie M. Douglas were previously married as husband and wife and were the owners of three parcels of real estate located in Beaufort County, State of South Carolina the subject of this matter and law suit. [See Exhibit A attached hereto]

That Clinton R. Douglas and Susie M. Douglas had five (5) siblings known as Jackie Walker, Ronnie Douglas, Donna Hardy, Diane Speaks and Eric Douglas.

That Clinton R. Douglas and Susie M. Douglas owned one parcel of land where a bar was previously established known as Studio Seven Club, LLC. [See Exhibit A - Lot 1 attached hereto]

That the Studio Seven Club, LLC, was located on a parcel of land separate from two (2) other parcels which were owned by Clinton R. Douglas and Susie M. Douglas. Neither Clinton

Page 1 of 4

R. Douglas nor Susie M. Douglas has an interest in the bar know as Studio Seven Club, LLC as it was dissolved prior to the law suit for personal injuries by this Plaintiff.

That the Studio Seven Club, LLC, was originally organized in 1980 and dissolved in 2009. [See Exhibit B attached hereto]

That pursuant to an Affidavit for Entry of a Default Judgement on Susie M. Douglas which was signed and entered by the Court November 12, 2016. [See Exhibits C-1 and C-2 attached hereto] Susie M. Douglas was deceased on 2009. [See Death Certificate C-2 attached hereto]

In paragraph 3 of Exhibit C-1 the Affidavit states "the Plaintiff served Susie M. Douglas on July 25, 2011 by personally serving Donna Hardy, Susie M. Douglas's daughter and a person of age and discretion residing with Susie M. Douglas". A copy of the Affidavit of Service is attached hereto and made a part hereof. [See Exhibit C-1 attached hereto] Susie was deceased at the time.

That in fact, at the time of the alleged Affidavit of Default and also at the time of alleged service, Susie M. Douglas was deceased as shown by the death certificate showing date of death of Susie M. Douglas as April 3, 2009. [See Exhibit C-2 attached hereto]

That additionally Clinton R. Douglas at the time of the service of the alleged Summons and Complaint was incompetent and suffering from Alzheimer's and other illnesses living in North Carolina and was incapable of caring for himself. He additionally was not served with any Pleadings nor is it alleged that he was served with any Pleadings. He died in a hospital suffering from pneumonia, dementia and Parkinson's disease. [See Exhibit F attached hereto]

That thereafter without knowledge to Susie M. Douglas, Deceased and Clinton R. Douglas, disabilities on November 23, 2015 a Judgement was entered against Studio Seven Club, LLC, then dissolved and Clinton R. Douglas, impaired in nursing home and Susie M.

Douglas, Deceased. The Order granting Judgement against Defendant's in Default. Neither of these Defendants received a notice of damages hearing on the Judgement.

That the Judgement in this matter was not entered until November 23, 2015. See Complaint filed on July 1, 2011. [See Exhibit D attached hereto]

- a. Default November 16, 2012; [See Exhibit C-1 attached hereto]
- b. Hearing Default/Judgement, November 23, 2015, \$483,000.00 dollars; [See Exhibit E attached hereto]

That the next Complaint alleges that the Defendant's Clinton R. Douglas and Susie M. Douglas were served on July 25, 2011. At this time Susie M. Douglas was deceased and Clinton R. Douglas was incompetent suffering from Alzheimer's. The LLC was long dissolved.

That on November 16, 2012 an Affidavit for Entry of Default with the Affidavit of Service attached thereto and Affidavit of nonmilitary service were filed by Samuel L. Savlina, Esquire and The Honorable Jerri Ann Roseneau, Clerk of Court for Beaufort County signed an Order for Entry of Default as to each Defendant.

That thereafter the Court found that proper service of the Motion for Default Judgement and Damages Hearing was made by the Plaintiff. The Order further states "the Defendant's did not appear at the Damages Hearing on November 23, 2015." No proof of Service was shown.

Thereafter the Court signed, pursuant to the representations to the Court, a Judgement against the Defendant's Studio Seven Club, LLC, Eric Douglas, Clinton R. Douglas and Susie M. Douglas in the amount of \$483,000.00 dollars.

In fact, the Judgement entered should be void as proper due process was not made to the Deceased Heirs, the Court obtained no personal jurisdiction and the Judgement should be void.

That pursuant to the Law of S.C. Rule 60 (b) (4) the Judgment is void. Should be declared void and stricken from the Court, and rescinded as to Susie M. Douglas and Clinton R. Douglas and Eric Douglas.

WHEREFORE, the Plaintiff's herein move pursuant to Rule 60 of the South Carolina Rules of Civil Procedure for relief from the Judgement and Orders as the same is void Under the South Carolina Law as no due process or personal service for jurisdiction was acquired by the Court over the owners of the property and the Judgement is void as to the Deceased and the disabled husband both of whom were not served personally, or their representatives.

Respectfully Submitted

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
James H. Moss
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFF'S

Beaufort, South Carolina
April 4, 2019

FILED ELECTRONICALLY FILED - 2019 APR 06 6:13 PM BEAUFORT COUNTY CLERK'S OFFICE CASE#201907018851

EXHIBIT 19

1 State of South Carolina) Court of Common Pleas
 2) 14th Judicial Circuit
 3 County of Beaufort) No. 2018-CP-07-00831
 4) No. 2011-CP-07-02743

4 Kevin Holmes,)

5 Plaintiff,)

6 vs.)

7 Studio Seven Club, Inc,)
 8 Eric Douglas, Clinton R.)
 9 Douglas and Susie M.)
 10 Douglas,)

11 Defendants.)

HEARING

May 20, 2019

COPY

12 Hearing reported by Deborah S. Thomas,
 13 Certified Verbatim Reporter and Notary Public in and
 14 for the State of South Carolina; said hearing held
 15 before Honorable Marvin H. Dukes, III, Beaufort
 16 County Master in Equity and Special Circuit Court
 17 Judge in accordance with the South Carolina Rules of
 18 Civil Procedure, at the Beaufort County Courthouse,
 19 102 Ribaut Road, Room 212, Beaufort, South Carolina
 20 on May 20, 2019, at the hour of 10:09 a.m.

21 _____
 22 Deborah S. Thomas, CVRM
 23 80 Plymouth Lane
 24 Bluffton, South Carolina 29909
 25 (803) 206-7390

Appearances

Representing the Plaintiff:

Laura Alliman Gregg, Esquire
Gregg Law Firm, LLC
Post Office Box 601
Port Royal, South Carolina, 29935
lgregg@gregglawsc.com

Samuel S. Svalina, Esquire
Svalina Law Firm, PA
186 Sea Island Parkway (29907)
Post Office Drawer 1207
Beaufort, South Carolina 29901-1207
sammy@svalinalawfirm.com

Clinton F. Redfern, Esquire
McDougall Law Firm, LLC
Post Office Box 1336
115 Lady's Island Commons
Beaufort, South Carolina 29901
clint@mlf.law

Representing the Defendants:

James H. Moss, Esquire
Moss Kuhn & Fleming, PA
Post Off Drawer 507
Beaufort, South Carolina 29901-0507
jim@mossandkuhn.com

1 CONTENTS

2		Page
3	Exhibit Index	4
4	Ronnie Lee Douglas	
5	Examination by Mr. Moss	19
6	Examination by Ms. Gregg	49
7	Further Examination by Mr. Moss	81
8	Further Examination by Ms. Gregg	110
9	Further Examination by Mr. Moss	116
10	Further Examination by Ms. Gregg	117
11	Eric J. Douglas	
12	Examination by Mr. Moss	118
13	Examination by Ms. Gregg	128
14	Further Examination by Mr. Moss	138
15	Further Examination by Mr. Gregg	139
16	Certificate of Reporter	163
17	Word Index	

18 * * * * *

EXHIBIT INDEX

Exhibits: Marked at Page

(Exhibits retained by Clerk of Court.)

Plaintiff's Exhibit 1 (Secretary of State Form)	53
Plaintiff's Exhibit 2 (Affidavit)	58
Plaintiff's Exhibit 3 (Will)	67
Plaintiff's Exhibit 4 (Affidavit)	75
Defendants' Exhibit 1 (Dissolution)	31
Defendants' Exhibit 2 (Death Certificate)	31
Defendants' Exhibit 3 (Summons)	38
Defendants' Exhibit 4 (Form 4)	41
Defendants' Exhibit 5 (Death Certificate)	41
Defendants' Exhibit 6 (Order)	45
Defendants' Exhibit 7 (Complaint)	49
Defendants' Exhibit 8 (Letter dated 2/5/18)	84
Defendants' Exhibit 9 (Affidavit)	86
Defendants' Exhibit 10 (Letter dated 7/19/18)	96
Defendants' Exhibit 11 (Dispute of ADR)	98
Defendants' Exhibit 12 (Letter dated 8/9/11)	103
Defendants' Exhibit 13 (Map)	117

* * * * *

1 This hearing is conducted in
2 accordance with the South Carolina Rules of Civil
3 Procedure.

4 JUDGE DUKES: Good morning. We're
5 here in 2018-CP-07-00831. This is Holmes versus
6 Estate of Douglas, et al. And this matter comes to
7 me pursuant to an action to foreclose on a judgment
8 that was previously issued in another case which is
9 2011-CP-07-02743. And I'm happy to hear from the
10 Plaintiff.

11 MS. GREGG: Thank, Your Honor, Laura
12 Gregg for the Plaintiff Kevin Holmes. And I'm here
13 with Clint Redfern and Samuel Svalina. They were --
14 they are making an appearance today on behalf of the
15 Plaintiff Kevin Holmes. They secured the underlying
16 default judgment that we are foreclosing upon today.

17 And just as a way to get background, this
18 is our third time appearing before Your Honor. We
19 were here in October 2018 for a default foreclosure
20 hearing. Summons and complaint was served
21 April 2018 for the foreclosure on this judgment.
22 And none of the Defendants answered, so we set it
23 for a default foreclosure hearing. And, Mr. Moss
24 did appear and sought a continuance to file what I
25 believed to be in Common Pleas, a Rule 60(b) to

1 contest the underlying default judgment. And that
2 was continued for the Defendant.

3 We had a status conference a month later
4 in November of 2018. It was just by way of phone.
5 And, Mr. Moss did indicate that he was going to file
6 something to contest the underlying judgment, and he
7 would have it filed within ten days.

8 Nothing happened for six months, so we set
9 another default foreclosure hearing in April
10 of 2019. At that hearing, Mr. Moss filed a motion
11 to dismiss the action. That was continued to hear
12 that motion as well as any other motions.

13 I do want to point out that there is an
14 entry of default in this case. There has not been,
15 at any time, a motion filed by any of the Defendants
16 to get out of default. Your Honor, our -- we first
17 have -- the Plaintiff's first have a motion that
18 would be dispositive of the Defendants' motion to
19 dismiss. It's our argument that there's --

20 MR. MOSS: Excuse me. Have I been
21 served with that motion?

22 MS. GREGG: Yes, sir. Motion to
23 strike. It was --

24 MR. MOSS: Well, I don't have it.
25 Okay. Go ahead.

1 MS. GREGG: It was served on
2 Wednesday of last week. And it's our contention,
3 Your Honor, that they have had plenty of opportunity
4 to set aside the default judgment -- ask the court
5 to set aside the default judgment. You know, you
6 can't just show up at any time throughout the
7 proceedings and begin to argue your case. You first
8 have to get out of default. And, there hasn't been
9 a court order allowing them out of default. There
10 hasn't been a motion filed. So, it's our
11 understanding that their motion should not even be
12 heard, their motion to dismiss, until that default
13 is set aside. And we would oppose setting aside
14 that default judgment, Your Honor, just given the
15 timing of the motion. Well, there hasn't been a
16 motion filed, yet. And we don't believe that
17 there's been good cause shown in this case.

18 JUDGE DUKES: All right. Let me hold
19 off on that for a second. Mr. Moss, what -- so
20 we've got the '11 case in which an order was
21 established. And then this '18 case that we're here
22 today about is to foreclose on that judgment. First
23 of all, which entities do you represent.

24 MR. MOSS: I represent the Douglas
25 family which includes Susie M. Douglas and Clinton

1 R. Douglas. Susie of which was deceased at the time
2 when they went to serve the papers. She died in
3 2009. They didn't serve the papers until 2011. And
4 it was only after I started looking over the
5 documents that I found out what happened is is they
6 didn't serve any pleading or give any extensions of
7 time until after the statute of limitations had run.
8 The statute had already run.

9 JUDGE DUKES: Well, let me ask you
10 this. Do represent Eric Douglas?

11 MR. MOSS: I do.

12 JUDGE DUKES: Do you represent Studio
13 seven Club, Inc.?

14 MR. MOSS: I do not.

15 JUDGE DUKES: Okay. So Studio --

16 MR. MOSS: They were default.

17 JUDGE DUKES: Studio Seven Club, Inc.
18 is in default, underrepresented, and no motion has
19 been filed to set aside any judgment that's against
20 Studio Seven Club, Inc.; is that --

21 MR. MOSS: Well, I have filed a
22 motion to dismiss everything including Studio Seven,
23 Your Honor. Studio Seven was not an entity when the
24 lawsuit was filed. They were already -- as shown by
25 the documents attached to my motion, they had

1 already been defrock by the State some time ago.
2 Those documents are all attached here to this
3 motion, Your Honor.

4 MR. SVALINA: Your Honor, I don't
5 mean to interrupt Mr. Moss, but --

6 MR. MOSS: Well, then don't
7 interrupt.

8 MR. SVALINA: -- that is completely
9 untrue.

10 JUDGE DUKES: Well, hold on one
11 second. Let me let Mr. Moss finish --

12 MR. SVALINA: Okay.

13 JUDGE DUKES: -- and then we'll work
14 our way around the room, if necessary. So --

15 MR. MOSS: So, in any event, Your
16 Honor, the -- what I filed is pretty clear that
17 basically Studio Seven was not an entity at the time
18 the lawsuit was filed. And now, I just found out
19 that the lawsuit was served after the statute of
20 limitations had run which makes it quite interesting
21 because the attorney -- you know, the last time we
22 were here, I was going to check with the attorney
23 and find out why -- and may I pass these up, Your
24 Honor, as exhibits?

25 MR. SVALINA: Can we see them?

1 MR. MOSS: This is -- this is
2 basically the correspondence. You all have a copy
3 of all this. In fact, you all furnished most of
4 this to me. These are the exhibits, basically,
5 where I contacted the attorney down there and trying
6 to find out. I never have gotten a full answer
7 because I've not talked to with the lady at Colony.
8 But, I tried to get in touch with him. But after I
9 went through it without getting contact from the
10 attorney in Charleston, he told me, basically,
11 that --

12 MR. SVALINA: Objection.

13 MR. MOSS: -- that -- well, I mean,
14 it's in his letters. I'm only going to say what's
15 in his letter. So --

16 JUDGE DUKES: Well, hold --

17 MR. MOSS: -- in any event --

18 MR. SVALINA: It's still --

19 MR. MOSS: -- he -- Drew Cawfield
20 indicated that he did ask for an extension of time,
21 got an extension of time, and never, apparently,
22 answered anything.

23 JUDGE DUKES: Okay. Well, hold on
24 one second because I guess I'm trying to figure out
25 which motions are associated with which cases and --

1 so, Mr. Moss, I'm confused. Do you represent Studio
2 Seven or not?

3 MR. MOSS: Studio Seven was not an
4 entity. Okay? To the extension that the Douglasses
5 had anything to do with it, I do represent Studio
6 Seven. But Studio Seven wasn't even an identity at
7 the time the pleadings were served. And that
8 document is attached hereto and made a part hereof.
9 So, I guess the answer would be yes, I do represent
10 Studio Seven --

11 JUDGE DUKES: Okay.

12 MR. MOSS: -- vis-à-vis the Douglasses
13 if there is any vis-a-vis. Okay?

14 JUDGE DUKES: All right. And so
15 there is -- you have filed a motion or motions in
16 furtherance of your position.

17 MR. MOSS: Yes.

18 JUDGE DUKES: What are those motions
19 and when were they filed, just so I can --

20 MR. MOSS: The motion -- this motion
21 was filed on April 4th of 2019 after I had
22 gathered a lot of information. And, of course, at
23 the other hearings, I was going to check on whether
24 or not the insurance company may, in fact, be
25 liable. And that's what I was hunting for, to find

1 out what happened with that.

2 JUDGE DUKES: Okay.

3 MR. MOSS: And I -- that's why I just
4 gave you this group of letters here from Young
5 Clement and Rivers Law Firm where he got an
6 extension of time. But after that, it just kind of
7 dies. Nobody tells me that -- why he didn't answer.
8 Why the company didn't retain him. Until I got to
9 looking at the pleadings, and the pleadings are
10 clear that the lawsuit states -- the lawsuit states
11 that on July 5th of 2008 is when -- 2008 is when
12 this occurred. And I refer you to Page 2 of the
13 lawsuit. Okay?

14 Now, that -- if you go three years from
15 2008 to the time they were served, and extension of
16 times were given, it was after three years. And I
17 have not talked to this lady at the Colony Insurance
18 Company, but I believe she's going to tell me that
19 they denied coverage based on the three-year statute
20 of limitation.

21 But my clients never received any such
22 correspondence and have no such correspondence. And
23 none of them were served with the initial pleadings
24 nor were they served -- and they're here to testify.
25 Nor were they served with the affidavit for damages

1 or statement for damages settlement hearing.

2 JUDGE DUKES: Okay. So, I guess what
3 I'm trying to figure out is this. And,
4 unfortunately, the difference in e-filing and having
5 a blue file is I'm scrolling through what the clerk
6 believed to be an appropriate title of a motion
7 filed with no dates associated with it. So that's
8 what we get when we're looking at --

9 MR. MOSS: Yeah. It says notice of
10 motion and motion for dismissal of default judgment
11 is what I filed.

12 JUDGE DUKES: All right. So, is
13 there a motion filed in the 2011 case by the
14 Defendants?

15 MR. SVALINA: No, Your Honor.

16 MS. GREGG: No.

17 JUDGE DUKES: Okay. So, the -- that
18 case and its judgment as -- at least as we sit here
19 today is unchallenged; is that -- is that accurate?

20 MR. SVALINA: That's correct.

21 MS. GREGG: Correct.

22 JUDGE DUKES: All right. So the 2018
23 case -- and tell me the title of that motion. And
24 I'm going to try to find it here.

25 MR. MOSS: Well, I -- that judgment

1 is questioned. That's what I -- that's what I filed
2 this motion for. The underlying judgment is
3 questioned that they took the default. These guys
4 are here and going to tell you they were never
5 served with any pleadings, period.

6 MR. REDFERN: But, procedurally,
7 there's been nothing filed in that action, but we're
8 making clear to the court.

9 MR. MOSS: Well, the --

10 MR. SVALINA: Your Honor --

11 MR. MOSS: The problem is this action
12 is based on that action as you have set forth in
13 your pleadings.

14 JUDGE DUKES: Okay. Now --

15 MR. MOSS: Why this young lady here
16 is here because I'm going to end up suing some law
17 firms it looks like to me. And I don't know which
18 ones to sue. But it looks like if the complaint was
19 filed after the statute of limitations and these
20 guys were never served, that's pretty bad.

21 MR. SVALINA: Well, Your Honor, I
22 have to respond to that.

23 JUDGE DUKES: Yes.

24 MR. SVALINA: First of all, I think
25 Jim, whose practiced for many years, understands the

1 rules. Statute of limitations is an affirmative
2 defense. It was never made. That would leave Drew
3 Cawfield, himself, responsible, who made an
4 appearance. So, therefore, there has never been a
5 statute of limitations defense ever raised in the
6 underlying action.

7 So, all the bolstering that Jim has done
8 so far has no bolster. And, with regards to the
9 service of the underlying action, we're getting out
10 of track with regards to the default when there
11 hasn't been a proper motion set forth in the proper
12 court which now he has missed the time for to do so.

13 JUDGE DUKES: So, the motion that
14 we're dealing with today -- and I understand that
15 the Plaintiff has filed its own motion to strike
16 this motion. But, honestly, from an ease of record
17 standpoint, I would prefer whatever was in that
18 motion is argued in response to Mr. Moss' motion.

19 But we're here today -- and I found it, on
20 the April 4th motion -- notice of motion and
21 motion to dismiss default judgment. All right. And
22 that default judgment, as I understand it, Mr. Moss,
23 is the default judgment in the '18 case.

24 MR. MOSS: Correct. And the one upon
25 whichever line in their pleadings in this case. All

1 of that's the history that she's given in her
2 complaint to so-called -- foreclose on a judgment.

3 JUDGE DUKES: Okay. Now, we --

4 MR. MOSS: That's the basis.

5 JUDGE DUKES: Okay. But there's
6 nothing -- just to be clear, there's nothing filed
7 in -- because I can't scan it the way this is done.
8 There's nothing filed in the 2011 case from the
9 Defendants' perspective.

10 MR. MOSS: Well --

11 JUDGE DUKES: From the Defendant.

12 MR. MOSS: Well, what's filed was my
13 motion to dismiss. That based on the 2011 case.
14 And I go through what happened in 2011. I've got my
15 witnesses here to testify they were never served.
16 So --

17 JUDGE DUKES: All right. Well, let's
18 just do this then. We'll --

19 MR. MOSS: But in other words, you've
20 got to start at the beginning. That's how this
21 circuitous thing -- in other words, the owners of
22 the property, Your Honor, were Clint R. Douglas and
23 Susie M. Douglas. Okay? They were the owners of
24 three parcels of land. All right?

25 Now, they got a judgment for this

1 individual who I think was in jail at the time, but
2 maybe not. They got a judgment for this individual,
3 Kevin Holmes. Okay? And they got that because they
4 misrepresented that these people had been served
5 with the summons and complaint. And they had not
6 been served with the summons and complaint. And
7 they got a default judgment. Also, never given
8 these individuals notice of any damage hearing. And
9 that is the -- that's basically the nexus of this
10 whole case is connected to the 2011. Okay?

11 So in other words, if you say everything
12 from 2011 is true, which it's not, that's what they
13 -- that's what the basis of this case is on. It was
14 based on the 2011 case and the judgment they
15 obtained which was -- which was wrong.

16 JUDGE DUKES: Okay. Well, let's do
17 this. Let me go ahead and just hear your motion,
18 Mr. Moss. I'm happy to hear from you and your
19 reasoning on the motion filed April 4th, 2019.
20 And then we're -- we'll hear the response to it. So
21 --

22 MR. MOSS: Okay.

23 JUDGE DUKES: I'm happy to hear from
24 you, sir.

25 MR. MOSS: All right. The motion, of

1 course, speaks for itself, Your Honor. I would like
2 to call Mr. Douglas to the stand and --

3 JUDGE DUKES: All right.

4 Mr. Douglas, our stand is right in that chair which
5 makes it easier for our court reporter to --

6 THE WITNESS: All right.

7 JUDGE DUKES: Do you swear or affirm
8 to tell the truth, the whole truth and nothing but
9 the truth so help you God?

10 THE WITNESS: I do.

11 JUDGE DUKES: Have a seat if you
12 would. State your whole name for the record.

13 THE WITNESS: Ronnie Lee Douglas.

14 JUDGE DUKES: Okay. And are you one
15 of the parties?

16 THE WITNESS: I am the oldest son,
17 from my mother Susie and Clinton Douglas.

18 JUDGE DUKES: Okay. All right. And
19 where do you live, sir?

20 THE WITNESS: I live in Augusta,
21 Georgia.

22 JUDGE DUKES: All right. Thank you.
23 Please answer any questions Mr. Moss may have of
24 you.

25 MR. SVALINA: Your Honor,

1 procedurally, I have to object, again, that this is
2 something that actually goes with the motion. If he
3 -- which has never been filed for the 2011 case.

4 JUDGE DUKES: I understand exactly
5 what you're saying, Mr. Svalina, but let me -- we'll
6 go ahead and we'll -- we have the luxury of making a
7 record, and I'll accept or reject whatever,
8 hopefully, is the appropriate things to accept or
9 reject.

10 MR. SVALINA: No, I understand, Your
11 Honor. I just had to put it on the record.

12 JUDGE DUKES: No, no. And, I
13 appreciate that. Thank you so much, sir. Go ahead,
14 please, Mr. Moss.

15 WHEREUPON:

16 Ronnie Lee Douglas, being duly sworn
17 and cautioned to speak the truth, the whole truth
18 and nothing but the truth, testifies as follows:

19 DIRECT EXAMINATION

20 BY MR. MOSS:

21 Q. Mr. Douglas, how many siblings were in
22 your family?

23 A. Including myself, five.

24 Q. And their names, please, for the record?

25 A. Jackie Walker, Donna Harvey, Eric Douglas,

1 myself, Ronnie Douglas, and Diane Spears.

2 Q. Okay. Now, were you ever served with a
3 summons and complaint concerning the matter of Kevin
4 Holmes versus the borrower that used to be on some
5 of the property?

6 A. No.

7 Q. Okay. And where do you reside now?

8 A. Right now I reside in Augusta, Georgia.

9 Q. And when did Susie M. Douglas die?

10 A. My mother passed in April. April 3rd.
11 April 3rd.

12 Q. Of what year?

13 A. 2009.

14 Q. 2009?

15 A. 2009.

16 Q. Okay. Now, your father, what was your
17 father's condition during 2011 and up to present
18 time?

19 A. He was battling with dementia.

20 MR. SVALINA: Objection.

21 BY MR. MOSS:

22 Q. Where was he living?

23 A. Oh, he was living in Charlotte.

24 Q. Charlotte?

25 A. North Carolina.

1 Q. Okay. And to your knowledge, what was he
2 suffering from if anything?

3 A. He was suffering from dementia, Alzheimer,
4 tremors, those type of things.

5 Q. Okay.

6 A. That was.

7 MR. SVALINA: Objection, Your Honor.

8 MR. MOSS: Now --

9 MR. SVALINA: Calls for a medical
10 opinion.

11 MR. MOSS: -- tell me about --

12 JUDGE DUKES: I'll let it go for what
13 it's worth.

14 MR. SVALINA: Okay.

15 JUDGE DUKES: Thank you, though.

16 BY MR. MOSS:

17 Q. Tell me about Studio Seven and where it
18 was located?

19 A. Studio Seven was located on -- in Burton
20 on Donaldson Camp Road. It was a -- it had a
21 previous owner. My father's retired military. So,
22 after 26 years, he finally out here at the air
23 station, he wanted to get into some
24 entrepreneurship. He invested into that particular
25 business was a lot smaller, so he bought it from an

1 individual. And then from that time, he added and
2 put a lot of hard work into the business.

3 The business was actually -- he stood the
4 business up as a LLC to protect his personal
5 property. We had the five siblings, so all of us
6 worked as employees, you know, of the business. And
7 we just kind of worked. And as I got older and once
8 I left, I spent 25 years in the military, Eric was
9 just the -- him and my sister Jackie were here in
10 Beaufort. So just nature, he was there with my
11 father a lot closer, did some of the operation, but
12 he never was the owner of the business. The
13 business was once my father was deceased, it was
14 always heirs property.

15 And I thought my father did a great --
16 good thing until his health started to fail him.
17 Whey his health and my mother's health failed, my
18 father made the decision to move to Charlotte, North
19 Carolina. Take my mother back up where her siblings
20 were at. Thus, Eric just continued to kind of help
21 with the operations, run the business, he continued
22 to pay my father, you know, a salary from the place
23 because it just belonged to him. And we, as the
24 other siblings, just let Eric kind of just run
25 through that.

1 Q. All right. I show this document to you
2 and ask you if can identify that?

3 A. Yes. This was a document that was filed,
4 as a matter fact, I assisted with. This was
5 Mr. Woods. He used to be accounting, I think, on --

6 Q. Yeah. Nolan Woods.

7 A. He was handling the taxes for the club.
8 The business had been -- had been shut down
9 sometime. And we need to make sure we -- you know,
10 we correctly shut the business down. And he
11 provided me with the forms, and told us what we had
12 to do, did that, and I submitted it to close down
13 Studio Seven off of the --

14 Q. When was --

15 A. -- corporation.

16 Q. When was Studio Seven closed down?

17 A. 2009, it looks like on this particular
18 form. 2009 dissolve -- was dissolved as authorized
19 on December 31st, 2009.

20 Q. Okay. So it was dissolved in 2009. Your
21 mother died in 2009?

22 MR. REDFERN: Objection, Your Honor.

23 BY MR. MOSS:

24 Q. So neither one of them were operating in
25 2011?

1 A. Neither one knew the operational status.
2 And the business, itself, even before 2009, had not
3 been operational. I would say maybe 15 months or
4 so.

5 Q. Okay.

6 A. We just -- we just had to do the correct
7 paperwork to get the taxes and everything done.
8 That's when I got involved with that.

9 MR. MOSS: Okay. Your Honor, I'd
10 like to offer that.

11 MR. REDFERN: Your Honor, one thing
12 I'd want to point out from the exhibits, since he's
13 offering it, that the date of filing for this
14 exhibit was August, I believe, 23rd, 2011. So, the
15 Secretary of State had no knowledge of dissolution
16 until August of 2011. So, Jim Moss' questions don't
17 go with the exhibit he has just filed.

18 JUDGE DUKES: All right. So,
19 Mr. Moss, let me ask.

20 MR. MOSS: Yeah.

21 JUDGE DUKES: See if we can agree on
22 as far as the Secretary of State is concerned. What
23 was the date of dissolution?

24 MR. MOSS: As far as the Secretary of
25 State is concerned, they have a stamp on here dated

1 August 25th of 2011. Okay?

2 MR. REDFERN: Your Honor, I'll
3 represent --

4 MR. MOSS: But it was filed -- Studio
5 Seven filed, apparently, this on 8/26/2011. And on
6 this one, it's dated July the 12th of 2011 that
7 Nolan Woods signed it. Okay?

8 JUDGE DUKES: All right. But the --
9 I think, the Secretary of State's what counts,
10 right? So --

11 MR. REDFERN: Your Honor, South
12 Carolina Code Section 33-31-1404 indicates that a
13 corporation is dissolved upon the effective date
14 that it's articles of dissolution, which, obviously,
15 the filed date shows these were filed on
16 August 26th, 2011. So, we would take the position
17 that that was the date of dissolution as far as
18 Studio Seven Club, Incorporated.

19 JUDGE DUKES: That's my
20 understanding.

21 BY MR. MOSS:

22 Q. Yeah. Well, you gave us a date on that.
23 What date did you give us it was?

24 A. It's -- the date I gave was December
25 31st, 2009. Dissolve was authorized -- the

1 authorized date.

2 Q. Okay. And that's the date on this
3 document?

4 A. Yes, it is.

5 JUDGE DUKES: Do I have that document
6 in this package you handed me?

7 MR. MOSS: Yes, you do. Yes, sir.

8 BY MR. MOSS:

9 Q. Where did you read that from?

10 A. Right here under Number 2.

11 Q. Oh, I see. Okay.

12 JUDGE DUKES: You know what, I don't
13 think I do.

14 MR. MOSS: Well, it says 12/31/2009.
15 Here it is. It should be in there.

16 JUDGE DUKES: I guess everybody's got
17 one but me. Let me take a look at it.

18 MR. MOSS: Yeah.

19 JUDGE DUKES: This is South Carolina
20 Secretary of State. That's a copy from 2011. Let's
21 see. This is filed with the Secretary of State with
22 its filing fee, et cetera, on 8/26/2011.

23 MR. MOSS: Right.

24 JUDGE DUKES: So that would be the
25 date of dissolution, my understanding of the code.

1 Do that --

2 MR. MOSS: Well --

3 JUDGE DUKES: -- agree or disagree
4 with that, Mr. Moss?

5 MR. MOSS: I don't know, but it's on
6 there that -- the date is put on there that they
7 originally put on it, currently. But, it wasn't
8 filed until then. I agree.

9 MR. SVALINA: The statute speaks for
10 itself.

11 JUDGE DUKES: Yeah. I mean, the
12 differences is -- what, it was executed July 12th,
13 2011, right? And then it was filed -- it took a
14 month to get there, August --

15 MR. MOSS: Right. Right.

16 JUDGE DUKES: -- 26, 2011? Okay. I
17 mean, that -- none of that surprises me.

18 MR. MOSS: Well, I -- they -- you can
19 see the date on there was set back right at the top,
20 Number 2, up there. They apparently put the date in
21 there that it was dissolved. Why? I don't know.
22 But, in any event --

23 JUDGE DUKES: I don't know.

24 MR. SVALINA: Might have to go with
25 the people you're going to sue.

1 JUDGE DUKES: Yeah. Well, anyway the
2 -- yeah, I would -- for purposes of this motion --

3 MR. MOSS: Yup.

4 JUDGE DUKES: -- I think it's the
5 filing date that is appropriate which is the
6 8/26/2011, which is clearly there on the bottom
7 which is --

8 BY MR. MOSS:

9 Q. Okay. Why was the other date placed on
10 there at the top. Do you know the dissolution date?

11 A. Okay. That's the date he told me that --
12 they gave my -- the day of the paperwork, that was
13 the effective date.

14 Q. You told that to Mr. Woods.

15 A. Mr. Woods told me that.

16 Q. Oh.

17 A. When I went in and said we were going to
18 close, that's the date that he said was going to be
19 effective.

20 Q. And he was the accountant.

21 A. Absolutely, because at that point we'd
22 have a cutoff on everything. And so I didn't see
23 the document, again. (Inaudible).

24 Q. Okay. Well, no taxes were filed after
25 that.

1 A. No, no.

2 Q. Apparently.

3 A. No.

4 Q. That's why Mr. Woods put that date.

5 A. Right.

6 Q. That -- he didn't put that date down. He
7 did.

8 A. He -- that's his handwriting.

9 Q. Okay. Now --

10 A. I didn't put the date in there.

11 Q. Now, I show you a death certificate. Is
12 at the death certificate of your mother?

13 A. Yes, it is.

14 Q. Okay. And when did she die?

15 A. She died April 30th, 2009.

16 Q. Okay.

17 JUDGE DUKES: Did you want to make --
18 let see. Some of this stuff is marked, Mr. Moss.
19 So you've handed me a Secretary of State dissolution
20 form. Did you want to make that --

21 MR. MOSS: Yes, sir. Yes, sir.

22 JUDGE DUKES: Okay. And now I've
23 been handed -- any objection to the Secretary of
24 State dissolution form?

25 MS. GREGG: I would object that it's

1 signed by Mr. Eric Douglas. There's not a proper
2 foundation to get that into evidence. Especially
3 him testifying about the facts contained within.

4 JUDGE DUKES: I think it's a public
5 record, though, right?

6 MR. MOSS: Yeah.

7 JUDGE DUKES: And it's offered for
8 the date. So my understanding -- so I'll allow it.

9 MR. SVALINA: Your Honor, in order
10 to -- lack confusion because I'm terrible with
11 exhibits, why don't we just have them marked 1, 2,
12 3, whatever. Hand this to you so that way if we
13 have any exhibits it just would be --

14 JUDGE DUKES: Oh, I agree. I'm just
15 trying to catch up because I got two things in my
16 hand here. So, I don't disagree.

17 MR. SVALINA: I'm just careful with
18 exhibits.

19 JUDGE DUKES: So I'm going to call
20 this 1. This is Defendants' 1 which is the
21 Secretary of State's dissolution form. I've just
22 been handed Mecklenburg County certificate of death.
23 It's very difficult to read. Maybe you'll have a
24 better copy. I can't read it. It may be my eyes.
25 Do all the parties --

1 MR. MOSS: It's right to the right
2 there. It's her name and then --

3 JUDGE DUKES: I can actually read
4 date of death which is --

5 MR. MOSS: It's the date of death.
6 That's right. Yeah, that's the date of death.

7 JUDGE DUKES: So Susie -- is that
8 Mae?

9 THE WITNESS: Mae.

10 JUDGE DUKES: Okay. All right.
11 That'll be Defendants 2. Any objection to the death
12 certificate?

13 MR. SVALINA: No, Your Honor.

14 JUDGE DUKES: All right. I'm going
15 to hand these to my court reporter. Thank you so
16 much. All right. Go ahead, please, Mr. Moss.

17 (MARKED DEFENDANTS' EXHIBIT NO. 1 and
18 2.)

19 BY MR. MOSS:

20 Q. Where Studio Seven was located, whose name
21 -- who were the owners of that property?

22 A. My mother and father.

23 Q. Your mother and father?

24 A. Yeah.

25 Q. Okay. And now, in this lawsuit, this

1 current lawsuit, they've put in two other pieces of
2 property that were apparently owned by your mother
3 and father's; is that correct?

4 A. That's correct.

5 Q. And those lots were not where the Studio
6 Seven was; is that correct?

7 A. That's correct. When I first got wind of
8 what they were doing with the document, I looked at
9 that. The purpose of the LLC, the business itself,
10 there were three lots down there. I was trying to
11 figure out -- because I responded back -- how are
12 they trying to take my father's property?

13 Q. Your mother and father's property.

14 A. My mother and father's property on land
15 that was set up within the corporation that had
16 nothing to do with that. And so I got involved only
17 because we had the property up and trying to sell
18 the property. And that's when I started getting the
19 feedback. And I responded a couple times.

20 At first I thought it was actually some
21 type of fraud because they kept saying -- they, I'm
22 just talking about the responding on letter. Hey,
23 we need to send you X number of -- we'll give you
24 700 -- \$475,000. Send us this. Send us that. So
25 wait a minute. I don't know anything about what

1 you're talking about.

2 This was a LLC business that was set up.
3 The business is dissolved. You guys -- if there's
4 not a (inaudible) you come on my -- onto our
5 personal property for the siblings. I'm speaking on
6 behalf of all the siblings.

7 Q. All right. I show you the summons and
8 complaint that was apparently filed originally in
9 Beaufort County Court of Common Pleas by Kevin
10 Holmes versus Studio Seven Club, Inc., Eric Douglas,
11 Clinton R. Douglas and Susie Douglas. Is this a
12 copy of the summons and complaint?

13 A. Yes.

14 Q. Were you or any of the heirs, to your
15 knowledge, served with that summons and complaint?

16 A. No.

17 Q. All right. And at that time, Susie would
18 have been deceased, correct?

19 A. Absolutely.

20 Q. And what was the condition of your father,
21 and where was he living?

22 MR. SVALINA: Objection.

23 THE WITNESS: At that time, my father
24 was living --

25 JUDGE DUKES: Hold on a second, sir.

1 What's the objections? I'm sorry.

2 MR. SVALINA: Again, they're asking
3 about the condition. And also, that exhibit has
4 nothing to do with the underlying action that we're
5 front of you for. I know we're going forward, but
6 for the record.

7 JUDGE DUKES: All right. I
8 understand. I'll let him continued on. Let me make
9 sure I understand the timeline thus far, though,
10 just so we're all on the same page. The allegations
11 in the '11 case are for an instance that occurred
12 July 5th, 2008 --

13 MR. MOSS: Correct.

14 JUDGE DUKES: -- is that accurate?

15 MR. MOSS: Correct.

16 JUDGE DUKES: So in 2008, based on
17 what I've seen so far, both -- or the individual
18 Defendants were alive and the corporation was -- or
19 the LLC was a valid LLC. Is that all accurate.

20 MR. MOSS: I think that's correct.

21 MR. REDFERN: Your Honor, I just do
22 point out that there's no LLC. The company, itself,
23 it's a corporation. Studio Seven is --

24 JUDGE DUKES: Oh, corporation.
25 Sorry.

1 MR. REDFERN: Yeah.

2 JUDGE DUKES: Inc. All right.

3 Sorry. I thought I heard somebody say LLC earlier.
4 My mistake. But anyway, it was a -- on the day of
5 the incident, everyone involved was alive and the
6 corporation was still a corporation.

7 THE WITNESS: Yes, sir.

8 JUDGE DUKES: Okay. And then we
9 heard various dates. All right. I'm sorry. Go
10 ahead, Mr. Moss.

11 BY MR. MOSS:

12 Q. Okay. And that is a copy of the summons
13 and complaint that you were never served.

14 A. That's correct.

15 Q. Okay. And when did you -- when did you
16 first see that if you recall?

17 A. The first time I knew anything about that
18 was 2000 -- I'd say 2017, 2016 is when I first saw
19 something that had my siblings' name attached to it.
20 As soon I got -- as soon as I got that
21 documentation, I responded back. What are they
22 trying to do? What -- and I was just -- because at
23 that time, my father -- because you asked about my
24 father's health, my sister here and myself was
25 handling his finances. We were -- he could -- he

1 didn't have the aptitude to handle his finances. We
2 were doing his online transaction banking for him.
3 Handling all that.

4 Q. So where was he living at that time?

5 A. He was living in Charlotte.

6 Q. In Charlotte, North Carolina.

7 A. In Charlotte, North Carolina.

8 Q. Mecklenburg County.

9 A. 5704 Beatties Ford Road.

10 Q. Okay.

11 A. So his finances was being controlled
12 either by my sister or myself when it came to paying
13 out his bills and handling all those type of things.
14 So he didn't -- again, and that ceased -- continued.
15 My mother helped out a little bit prior to that.

16 Q. Okay. Where did he die, eventually?
17 Where did he come to his death?

18 A. Once -- it was in Augusta, Georgia. After
19 they determined, as a veteran there in Salisbury,
20 that they couldn't do anything, the dementia and
21 those things, the aging that took place, I had him
22 transferred back because I'm -- again, because
23 military, back to Augusta, Georgia. Closer to me.
24 If I can get his final years of care. And so he was
25 in a VA assisted living home or nursing home until

1 his demise.

2 Q. When did he die?

3 A. He died August 29th, 2016.

4 MR. MOSS: Your Honor, I'd like to
5 offer the summons and complaint.

6 MR. REDFERN: Objection.

7 MR. MOSS: What's the objection?

8 MR. REDFERN: Again, the objection is
9 that that goes to the underlying 2008 action. This
10 is about the default. And I haven't heard any
11 testimony that Mr. Douglas, I believe, ever had the
12 power of attorney to act on behalf of his father.

13 THE WITNESS: I do have power of
14 attorney.

15 MR. REDFERN: When was that enacted?

16 (INAUDIBLE. EVERYONE TALKING.)

17 JUDGE DUKES: Hold on. Hold on one
18 second.

19 MR. MOSS: Go ahead.

20 JUDGE DUKES: So let me get your '
21 whole name, again.

22 THE WITNESS: Ronnie Lee Douglas.

23 JUDGE DUKES: Okay. You said that
24 earlier. And I'm just making sure.

25 THE WITNESS: Okay.

1 JUDGE DUKES: So we've got Eric
2 Douglas. We've got Clinton R. Douglas. And we've
3 got Susie M. Douglas.

4 THE WITNESS: Right.

5 JUDGE DUKES: Okay. So you're not a
6 party to any of these actions, right?

7 THE WITNESS: No.

8 JUDGE DUKES: Okay.

9 THE WITNESS: I only got involved
10 because of heir -- as an heir.

11 JUDGE DUKES: As an heir. All right.
12 And the complaint is offered, why, because it's the
13 genesis of the underlying judgment that we're
14 dealing with today. Is that accurate? So, I mean,
15 I think it's important. It's already a court
16 record. It's already a part of the thing. But I'll
17 allow the summons and complaint for what it's worth.

18 MR. MOSS: Thank you.

19 JUDGE DUKES: That'll be Defendants'
20 3.

21 (MARKED DEFENDANTS' EXHIBIT NO. 3.)

22 BY MR. MOSS:

23 Q. Now, I show you a copy of a judgment in
24 the amount of \$483,000 in the name of Kevin Holmes.
25 When did you first get notice of that judgment?

1 A. I'll have to check my records right there.
2 I can't remember when this document came in. I know
3 it came in from -- Beaufort County Sheriff
4 Department stationary was on there. And that,
5 again, drew my attention, and I responded back. And
6 I'm trying to figure out, again, why was the Sheriff
7 asking for \$475,000 which was different from
8 something else I saw on another amount.

9 So again, I thought all of this was
10 fraudulent. Although, I did respond back to the
11 Sheriff's office. And I had that certified. I
12 didn't hear any more response. But again, I
13 answered that.

14 And again, I'm looking at it from the
15 siblings. How are you trying to collect on
16 something that's now our asset, just because it's an
17 asset to the siblings. That's my concern. But now,
18 you're not -- you're coming after my other siblings.
19 And I'm asking how are you even getting these
20 judgments? That was my initial understanding. And
21 my lawyer in North Carolina referred me -- told me
22 to come down here.

23 MR. MOSS: Okay. Mark that, please,
24 ma'am.

25 JUDGE DUKES: What have you got

1 there?

2 MR. MOSS: That's the judgment
3 showing the date of issuance of that.

4 JUDGE DUKES: This is in the -- this
5 is a Form 4 from the 2011 case --

6 MR. MOSS: Right. Yes, sir.

7 JUDGE DUKES: -- executed -- I
8 believe that's Judge Mullen's signature, but I'm not
9 positive.

10 BY MR. MOSS:

11 Q. Now, I show you Exhibit F, and I should
12 have asked you about that while you were talking
13 about it. Is that your death certificate of your
14 father?

15 A. Yes, it is.

16 Q. Showing where he died in Georgia?

17 A. Died in Georgia, Fort Gordon.

18 JUDGE DUKES: The Form 4, did you
19 wish for that to be an exhibit?

20 MR. MOSS: Yes, sir.

21 JUDGE DUKES: That would be --

22 MR. MOSS: Yes, sir.

23 JUDGE DUKES: -- 4. Okay. Any
24 objection to Form 4 other than same objection as to
25 the pleadings? So I'll allow that.

1 MR. REDFERN: Yes, sir.

2 JUDGE DUKES: And then I've got a
3 Georgia death certificate. Has everyone seen that?
4 Okay.

5 MR. REDFERN: Yes, Your Honor.

6 MS. GREGG: Yes, Your Honor.

7 JUDGE DUKES: Death certificate.
8 What is the date that he passed?

9 THE WITNESS: August.

10 JUDGE DUKES: 2016.

11 MR. MOSS: '16, yeah.

12 JUDGE DUKES: Okay. Got it. And
13 that would be Defendants' 5?

14 COURT REPORTER: I need just a second
15 to get caught up, though. You all are moving right
16 quickly.

17 (MARKED DEFENDANTS' EXHIBIT NUMBERS 4
18 and 5.)

19 JUDGE DUKES: Please go ahead.

20 MR. MOSS: Here's an order that was
21 signed on November the 23rd of 2015, concerning a
22 judgment against Defendants in default. And it's
23 got the Defendants in default as being Eric Douglas,
24 Clinton R. Douglas and Susie M. Douglas. And this
25 was on -- get the correct date. This was signed by

1 the Honorable Carmen Mullen on 11/25/15, some short
2 time before your father's death; is that correct.

3 A. That's right.

4 Q. Were you ever given a notice? And I'll
5 pass that up. Were you ever given any notice of any
6 damages hearing to be held in the case that was
7 filed in 2011?

8 A. No.

9 Q. Okay. And do you know why it took so long
10 for an order to be executed?

11 A. No, not at all.

12 Q. Were you served with that order after it
13 was executed?

14 A. After it was executed, it was attached to
15 other documents. It wasn't until, I think, our very
16 first meeting that I met the client's attorneys, and
17 they wanted to know who I was. So I already was in
18 when I'm looking at it. Just they didn't do their
19 due diligence to know that there were other siblings
20 involved. And this -- again, this is where I'm
21 coming in from that perspective.

22 Eric is not an owner of the business. And
23 based on our conversation, I concluded that's what
24 they thought. And so we were never duly served.
25 And I think some -- my opinion is because they

1 didn't know. They didn't do their -- they didn't do
2 what -- due diligence.

3 Q. So you never got any notice of this
4 hearing if there was a damages hearing. And do you
5 know whether anyone else got notice of it?

6 A. Well, (inaudible) or not. The only reason
7 I -- I actually came down to seek counsel. I was
8 trying to handle some probate issues up in North
9 Carolina with my father's property. And the
10 attorney up there said, no, you need to get someone
11 involved. That's when I got --

12 Q. Got this --

13 A. That's right. She went and pulled these
14 documents for me. Said, you need to get an
15 attorney.

16 Q. Who pulled this for you? Clerk of Court?
17 Somebody in the Clerk's office?

18 A. No. There was -- she's a lawyer in Rock
19 Hill. Ms. Young. Young Law Firm.

20 MR. MOSS: Okay. I'd like to offer
21 that.

22 MR. SVALINA: Your Honor, I just want
23 to -- I guess they're going to put that into
24 evidence. I would point out, I think, the judgment
25 also reads Studio Steven Club, Inc.

1 JUDGE DUKES: Let me -- which
2 document is this? This is.

3 MR. MOSS: That's the -- that's the
4 default judgment.

5 JUDGE DUKES: Okay.

6 MR. SVALINA: I believe it includes
7 Studio Seven Club, Inc. which wasn't mentioned in
8 the cross -- in the direct exam.

9 JUDGE DUKES: Yeah. This is the
10 order granting judgment.

11 MR. MOSS: Default judgment, right.

12 MR. SVALINA: And --

13 JUDGE DUKES: And it's against Studio
14 Seven Club, Inc., Eric Douglas, Clinton R. Douglas
15 and Susie M. Douglas?

16 MR. SVALINA: And pointing out that
17 which will be talked about later is that the
18 registered agent was headquarters and the address
19 was invalid on the online aspects.

20 JUDGE DUKES: Okay. And I'll let you
21 all bring that up in a minute. But, I mean, this is
22 just a public record which is the judgment which,
23 basically, is what brings us all here.

24 MR. MOSS: Right.

25 MR. SVALINA: My only point was I

1 wanted to bring up Studio Seven was also on that
2 document which was not in the questioning that
3 Mr. Moss --

4 JUDGE DUKES: Right. Right. No, no.
5 I understand that all Defendants were found in
6 default, and all Defendants are associated with this
7 judgment, I think, is accurate. So that will be
8 six, Exhibit 6.

9 (MARKED DEFENDANTS' EXHIBIT NO. 6.)

10 JUDGE DUKES: All right. Please
11 proceed.

12 BY MR. MOSS:

13 Q. Who is Donna Hardy?

14 A. That's one of my siblings.

15 Q. That's one of your siblings?

16 A. One of my sister's, yeah.

17 Q. One of your sister's children?

18 A. My sister's. My sister. My sister.

19 Q. And what is her mental capacity to your
20 knowledge?

21 A. Donna, she's high school graduate. Donna
22 is. She was helping care for my mother and father.
23 What we did, we all split up different duties. She
24 took care of mostly his health issues. And myself
25 and my oldest sister took care of the financial

1 things. So if he needed transportation to the
2 hospital, doctor, she handled all that type of
3 medical stuff, but didn't have the aptitude we're
4 talking about anything financially.

5 Q. Okay. Do you recall her ever being served
6 with any papers?

7 A. No.

8 MR. SVALINA: Objection.

9 MR. MOSS: Okay.

10 JUDGE DUKES: Well, I understand --

11 MR. SVALINA: That's hearsay.

12 JUDGE DUKES: -- that he's not the
13 one being served. So for what it's worth, I suppose
14 --

15 MR. MOSS: Right.

16 JUDGE DUKES: -- he could justify if
17 he recalled or didn't recall her getting served.

18 BY MR. MOSS:

19 Q. What was her mental capacity?

20 A. She was functional. You know, she can --

21 Q. Okay.

22 A. Donna --

23 JUDGE DUKES: I'll allow it.

24 MR. MOSS: Okay.

25 MR. SVALINA: I'm sorry, Your Honor,

1 I --

2 MR. MOSS: Who --

3 MR. SVALINA: -- testimony.

4 BY MR. MOSS:

5 Q. Who was she living with?

6 A. She was living with my parents.

7 Q. With your parents?

8 A. With my parents. She lived in there with
9 my parents in Charlotte because of their
10 deteriorating health. She couldn't go back. And
11 the other siblings decide, for health reasons, we'll
12 just support her. And that's what she was doing.
13 You know, buying grocery and stuff like that that we
14 would actually get to pay for. But she was there
15 mostly for his health, not any, you know,
16 correspondence, doing business. That would always
17 be related over to either one -- myself, Eric or my
18 sister.

19 Q. Was Eric ever living in North Carolina?

20 A. At one time a long time ago, well before
21 establishing --

22 Q. Where did he live?

23 A. Can't remember right now. I can't
24 remember.

25 UNKNOWN SPEAKER: Off of Park Avenue.

1 MR. MOSS: It's okay. Don't -- all
2 right. I don't think I have anything further, sir,
3 from him. You can come down. Well, answer the
4 questions.

5 JUDGE DUKES: Well -- yeah, any
6 questions of this witness?

7 MR. SVALINA: Yes, Your Honor. Yes,
8 Your Honor.

9 JUDGE DUKES: Let's take a couple
10 minute break. We'll be off the record.

11 (BREAK TAKEN)

12 JUDGE DUKES: All right. Let's see.
13 my understanding is the Plaintiffs are going to
14 cross examine this witness.

15 MS. GREGG: Yes, Your Honor.

16 MR. MOSS: I have a couple more short
17 questions.

18 JUDGE DUKES: Oh, I thought you were
19 finished. Go ahead.

20 BY MR. MOSS:

21 Q. Did you ever -- were you ever served with
22 that summons and complaint? That's the summons and
23 complaint concerning the action we're involved in.

24 A. No.

25 JUDGE DUKES: Now, are you saying the

1 '18 case?

2 MR. MOSS: Yeah.

3 JUDGE DUKES: Okay.

4 MR. MOSS: It's the '18 case. No.

5 JUDGE DUKES: Do you want --

6 MR. MOSS: I'll take judicial notice
7 and put it in. Yeah.

8 JUDGE DUKES: Well, we'll go ahead
9 and just make it an exhibit. So this is --

10 MR. SVALINA: Seven.

11 JUDGE DUKES: All right.

12 MR. MOSS: Seven.

13 JUDGE DUKES: So the summons and
14 complaint associated with -- that's really just the
15 complaint you've got there.

16 MR. MOSS: Right.

17 JUDGE DUKES: But, will be 7.

18 (MARKED DEFENDANTS' EXHIBIT NO. 7.)

19 MR. MOSS: All right. I don't have
20 anything further. They can go ahead.

21 JUDGE DUKES: Please, go ahead.

22 MS. GREGG: Thank you, Your Honor.

23 CROSS EXAMINATION

24 BY MS. GREGG:

25 Q. Mr. Douglas, what was your role at Studio

1 Seven?

2 A. I did a little everything there. You're
3 talking about -- you're not talking about any
4 specific time. When I went in the military, when I
5 came home, I would just help out. It could be from
6 handling deposits. It could be from operating at
7 the bar. It could be cooking in the back. Full
8 operations, since I was the oldest sibling. And
9 actually, I started there before my younger brother.

10 Q. I thought you testified you were living in
11 Georgia at the time?

12 A. I graduated from Beaufort High School --

13 Q. Okay.

14 A. -- in 1975. So I've been in and out of
15 the family business. So, you know, my tenure runs
16 all through that. And so in my 25 years of the
17 military, I assume I probably came back to Beaufort,
18 I mean, hundreds of times. And because it is a
19 family business, you know, I help my father.

20 Q. Were you a named agent for service for
21 Studio Seven?

22 A. Define that. What do you mean?

23 Q. A registered agent for service. According
24 to the Secretary of State's website, there has to be
25 someone who's registered as an agent for service.

1 A. That was -- should have been -- probably
2 my father, I assume.

3 Q. I'm going to show you --

4 A. Just like -- go ahead.

5 Q. I'm going to show you what's been marked
6 Plaintiff's Exhibit 1 that was attached to our
7 response. This would be an example of a registered
8 agent and the address.

9 A. I understand.

10 Q. Can you read what address is listed on
11 there?

12 A. It says Route 3, Box 358, Burton, South
13 Carolina.

14 Q. And whose address is that?

15 A. Route 3, Burton, South Carolina. It could
16 probably be one of my siblings. I have a sibling
17 that's here. I'm not sure. I don't know whether
18 Route 3 is the same thing as boulevard. You know
19 what I mean? It changes over the -- over the, you
20 know, years. But again, no, all of us played a part
21 within the business, all five siblings.

22 Q. Were you -- did you have a role as -- in
23 the executive as president, vice president?

24 A. Because the business was set up as a
25 family business, I was the oldest son, I had the

1 tenure. So I did everything in the business. And I
2 think that's how most family businesses are -- are
3 ran. And that's what it was.

4 Q. And just --

5 MR. SVALINA: No title.

6 THE WITNESS: I could have whatever
7 title you want it to be on that particular day.
8 Whatever my father asked me to do, that's what I
9 did. So I don't have a, what you say, defined
10 title. Whatever the business needed, I ran it.

11 MR. MOSS: That's not your address.

12 THE WITNESS: No. That's not my
13 address.

14 JUDGE DUKES: Why don't we -- hold on
15 just one second.

16 MR. MOSS: Okay.

17 JUDGE DUKES: You'll be able to get
18 back to him, but you all --

19 MR. SVALINA: And so you're not
20 listed as -- what's listed as registered agent?

21 THE WITNESS: Again, I mentioned --

22 MR. SVALINA: Could you just read it,
23 what it says is registered agent?

24 THE WITNESS: I've already looked at
25 this document.

1 MR. SVALINA: Please answer the
2 question.

3 MR. MOSS: Excuse me. Let's mark
4 that document so we know what we're talking about.

5 MR. SVALINA: Okay. Exhibit 1.

6 MS. GREGG: Exhibit 1 offered.

7 JUDGE DUKES: All right. Do we have
8 an extra copy for our court reporter or is that the
9 only one?

10 MS. GREGG: I've got an extra.

11 JUDGE DUKES: All right.

12 MS. GREGG: Let me find it.

13 JUDGE DUKES: Thank you so much. So
14 this will be Plaintiff's 1, Studio Seven.

15 (MARKED PLAINTIFF'S EXHIBIT NO. 1.)

16 JUDGE DUKES: So it's the other side,
17 1. All right. And, sir, you've got that document
18 in front of you now; is that correct?

19 MR. SVALINA: Registered agent on
20 Exhibit 1 is listed as who? Could you please read
21 it?

22 JUDGE DUKES: I think you all took
23 his document. There you go. Okay.

24 THE WITNESS: Registered agent.
25 You're asking for a name.

1 MR. SVALINA: No. I asked you to
2 read the document and say who does it have as
3 registered agent.

4 THE WITNESS: It has an address here.

5 MR. SVALINA: I'm asking who does it
6 say next to registered agent --

7 MR. MOSS: He said it has an address.

8 JUDGE DUKES: Well, hold on. Let him
9 -- let him answer the question if he can.

10 THE WITNESS: I don't see anything
11 but address. That.

12 MR. SVALINA: It just says -- I
13 didn't ask for address. I asked -- it says
14 registered agent.

15 THE WITNESS: I can -- I can -- I can
16 comprehend pretty good.

17 MR. SVALINA: Okay.

18 THE WITNESS: And so you're asking me
19 about a registered agent.

20 MR. SVALINA: Right.

21 THE WITNESS: It says agent
22 headquarters.

23 MR. SVALINA: Okay.

24 THE WITNESS: It says address, Route
25 3, Box 358K, Burton, South Carolina.

1 MR. SVALINA: So there's no listed
2 registered agent.

3 THE WITNESS: So why you asking me?

4 MR. SVALINA: Wanted to point it out
5 for the record?

6 THE WITNESS: Okay. I -- if -- since
7 we're pointed out and you mention, I assume, to
8 me -- well, to me, whoever stood the business up
9 would be the registered agent. And that would be my
10 father if that was required because the business
11 stood up -- he stood this business up maybe in the
12 early '70s. I don't know what the law -- how it
13 read back in the '70s. But if you want to know
14 who the registered agent -- it would probably be him
15 because at that time, we were all much younger. So
16 my father would be the registered agent.

17 BY MS. GREGG:

18 Q. I want to turn to the document that you
19 were looking at during your direct testimony. It
20 was service of Douglas. Do you remember that
21 document you were looking at?

22 A. I need to see which one.

23 Q. It was a defense document. I believe it
24 was filed with the exhibits. Hold on.

25 JUDGE DUKES: Do you have which

1 number it is?

2 MS. GREGG: I want to say it -- in
3 his --

4 JUDGE DUKES: I'm going to put them
5 all --

6 MS. GREGG: It was with his motion.

7 JUDGE DUKES: I'll tell you what. If
8 you all promise to hand these back to our court
9 reporter --

10 MR. MOSS: Exactly, yeah.

11 JUDGE DUKES: -- in one stack, I'm
12 going to give them to you. So try to --

13 MR. SVALINA: Don't give them to me.

14 JUDGE DUKES: I'm going to give you a
15 clip so you can keep them all together. And you can
16 put that --

17 MR. MOSS: There you go.

18 JUDGE DUKES: -- top.

19 MR. MOSS: Thank you.

20 BY MS. GREGG:

21 Q. I'm showing you the affidavit of personal
22 service you were just testifying about.

23 A. Okay. I remember this document here.

24 Q. And --

25 JUDGE DUKES: Could we get the

1 exhibits back if you --

2 THE WITNESS: It looks a little --

3 MS. GREGG: We're going to enter this
4 as Plaintiff's Exhibit 2 because it was not entered
5 back when --

6 JUDGE DUKES: Got you. Okay. Wasn't
7 in there. All right.

8 MS. GREGG: Yes, Your Honor.

9 THE WITNESS: It looks a little
10 different, but I'll go -- what's your question?

11 BY MS. GREGG:

12 Q. And so my question is who does it say that
13 accepted service? How was service accepted?

14 A. It says by leaving a copy. It says they
15 left a copy with Donna Harding. Is that Donna
16 Harding? I think it's daughter.

17 Q. Right. And you testified that that's
18 daughter of Clinton --

19 A. That's the one who was taking care of his
20 health care. That's correct.

21 Q. So she was competent enough to take care
22 of Mr. Douglas, your father.

23 A. She had -- yes. She would check his blood
24 pressure and do those things, insulin. But when it
25 came to running business operations, what we're

1 talking about, no, that's not what she was for.

2 Q. Sure. But for the sake of maintaining
3 everyday life for him and with him, she was
4 competent in that, you'd agree?

5 A. Somewhat. I had to bring in additional
6 support, life support. Support.

7 Q. And how old was she at times of service?
8 Do you --

9 A. I don't know. So we go back to her
10 probably, maybe --

11 Q. Do you know her birthday?

12 A. -- in her 50s. She probably was in her
13 50s.

14 Q. In her 50s. Do you know her birthdate,
15 when she was born? Just for the record. If not --

16 A. I can get it for you.

17 Q. -- tell her. And she did live with your
18 father at that address she was served at, right?

19 A. Yes. That's correct.

20 MS. GREGG: Okay. We would offer the
21 affidavit of service as Plaintiff's Exhibit 2?

22 JUDGE DUKES: All right. That would
23 be Plaintiff's 2.

24 (MARKED PLAINTIFF'S EXHIBIT NO. 2.)

25 MR. SVALINA: Just to be clear,

1 Mr. Douglas, she was never declared incompetent,
2 correct?

3 MR. MOSS: Wait a minute Mr. Svalina.
4 Let's just have one question at a time.

5 JUDGE DUKES: Hold on one second. So
6 let me --

7 MR. MOSS: One person per question at
8 a time.

9 JUDGE DUKES: Hold on, Mr. Moss. Let
10 me handle it that part if I could.

11 MR. MOSS: Okay.

12 JUDGE DUKES: I would appreciate it
13 if the Plaintiff would stick to -- one questioner
14 would be great. It would probably make things a
15 little easier. So go ahead, please, if you would.

16 BY MS. GREGG:

17 Q. Was she declared incompetent by a court?

18 A. Was she declared incompetent?

19 Q. To your knowledge.

20 A. I'm trying to figure out what you -- what
21 you're asking. I mean, to me --

22 Q. Do you know --

23 A. -- it's a -- to me, it's hypothetical.

24 I've already stated that when it comes to business,
25 running of the business, she doesn't possess those

1 things.

2 Q. Sure.

3 A. But when it comes to just regular health
4 care and support, yes.

5 Q. But to your knowledge, there was no --
6 there was never a court that had --

7 A. I wouldn't --

8 Q. -- ordered her incompetent.

9 A. I wouldn't know. But you're asking me
10 now.

11 Q. This was Defendants' Exhibit 1, I believe.
12 I just want to go over some details of it.

13 A. Okay.

14 Q. I think we've already established when the
15 business was dissolved according to the Secretary of
16 State. But if you could read -- well, you can read
17 it on the dissolution. But when was this filed?
18 What is the date on this document?

19 A. The date the document was filed.

20 Q. I believe it's time stamped.

21 A. That's the stamp?

22 Q. Yes, sir.

23 A. It says South Carolina Secretary of State.
24 The time and date is August 26th, 2011.

25 Q. And who signed this document?

1 A. Who signed this document? Eric signed the
2 document. I don't know -- I don't know who the
3 other people are.

4 Q. Did -- in what capacity did he sign this
5 document, under signature's capacity?

6 A. I decided that we needed to officially
7 close the business. And I told him what needed to
8 be done. I coordinated with Mr. Wood. It just
9 required a signature. I was present -- actually, I
10 was the one that brought the form in to close it
11 out.

12 Q. But your signature is not on those
13 articles of dissolution.

14 A. I can go back to what I was saying before.
15 This is a family business.

16 Q. I understand.

17 A. The -- okay. So what I'm saying is it was
18 -- for me looking across, hey, we need to dissolve
19 the business the correct way. I had this happen.
20 It just -- it could have his signature. It could
21 have been his signature or my signature because if I
22 go back to what you said over here, there is no
23 signature. Other than what should have been was my
24 father.

25 To me, the signing of this document does

1 not indicate that Eric Douglas was the owner of the
2 business if you're trying to look. I could've
3 easily signed the document. I was the one that
4 generated it. And, as a matter of fact, I was the
5 one that took down witness --

6 Q. Okay. But just for clarification
7 purposes, all I'm trying to say is Eric Douglas did
8 sign this document, correct, as Vice President?

9 A. Wait a minute.

10 Q. On August 28th --

11 A. Let me -- let me look at the document.
12 Okay. You asked me, did Eric sign this document as
13 --

14 MR. MOSS: What number was that
15 document?

16 THE WITNESS: This is Number --

17 JUDGE DUKES: Defense Exhibit 1, Your
18 Honor.

19 THE WITNESS: One. Did the Eric sign
20 the document as Vice President. That is not what
21 this signature is saying. You said Vice President.
22 It just says -- when it goes in, it says, name,
23 corporation, and it goes in type printed name and
24 signature. It does not indicate any time in here
25 that he's the Vice President. Now, I do see down

1 here --

2 MR. REDFERN: Where it says Vice
3 President.

4 BY MS. GREGG:

5 Q. Okay.

6 A. So I just want to make sure we get
7 everything --

8 Q. Sure.

9 A. Yeah, because he has no more authority,
10 Eric does, than I do. Or my other siblings.

11 Q. And this --

12 MR. MOSS: Excuse me. Are those into
13 evidence?

14 MS. GREGG: Yeah, it was your defense
15 --

16 (Inaudible. Ms. Gregg, Mr. Moss and
17 witness all speaking at same time.)

18 MR. MOSS: I know. Well, I just --
19 we need to keep track of them. The Judge had them
20 all taped together.

21 MS. GREGG: I was having him look at
22 the copy that I actually filed. I know that this is
23 a little discombobulated.

24 MR. MOSS: Okay. That's fine.

25 MS. GREGG: I apologize.

1 BY MS. GREGG;

2 Q. Here was the actual defense exhibit --

3 A. Okay.

4 Q. -- with the signatures. And --

5 A. What --

6 Q. Go ahead.

7 A. No, no. I just said we don't see Vice
8 President on there. We don't see that.

9 Q. Okay. But you would agree that this does
10 say V. Pres. --

11 A. Oh, but wait a minute. Wait --

12 Q. -- in signature's capacity.

13 A. But hold it -- hold it -- hold it. This
14 is something totally different. This says signature
15 capacity.

16 Q. Correct?

17 A. This V. -- what that has to do with any --
18 this is two different --

19 Q. Just for purposes of the record, I'd like
20 for the record to reflect that it -- for signature's
21 capacity, it has Eric Douglas's signature with V.
22 Pres.

23 A. That's what it says. Sure.

24 Q. And I believe you testified this is
25 exhibit -- Defense Exhibit 3. This is a jury trial

1 summons and complaint.

2 A. Right.

3 Q. Okay. What was the date this was filed?

4 A. You talking this date here? July 1st,
5 2011.

6 Q. Okay. July 1st. and --

7 MR. MOSS: Of what date?

8 MS. GREGG: July 1st, 2011.

9 BY MS. GREGG:

10 Q. And the -- turning back to Defendants'
11 Exhibit 1 --

12 A. Right. Okay.

13 Q. -- the company's articles of incorporation
14 were filed and the company was dissolved what date?

15 A. What date was it dissolved?

16 Q. What did you testify to?

17 A. I said 12/31/2009.

18 Q. So that was roughly a month and a half
19 after --

20 A. Yeah. I'm just reading --

21 Q. (Inaudible.)

22 A. I'm just reading from -- yeah. I'm just
23 reading from the document. I'm just reading from
24 the document.

25 Q. Okay. So but you would agree that based

1 on this document, the complaint was filed July
2 1st, 2011. And then roughly a month and a half
3 afterward the articles of dissolution were filed.

4 MR. MOSS: Whatever the document says
5 it says.

6 MS. GREGG: Right. I'm just -- we
7 can get this out in testimony.

8 MR. MOSS: He's -- well, he's already
9 --

10 JUDGE DUKES: Well, let him answer,
11 and we'll --

12 MR. MOSS: Okay.

13 JUDGE DUKES: -- get on through it,
14 so.

15 MS. GREGG: Thank you.

16 BY MS. GREGG:

17 Q. And you stated that you had power --
18 executed the power of attorney for Mr. Douglas,
19 Clinton. Sorry I called him Mr. Douglas because I
20 know you're Mr. Douglas as well.

21 A. Yes.

22 Q. And when was -- when was that executed?

23 A. I'm not sure. Maybe 2008.

24 Q. Do you have a copy of that?

25 A. I will provide it to you through my

1 attorney.

2 Q. But it's not in the courtroom today?

3 A. No, no. Neither is his will. I'm
4 handling all of it. I handle all the business.

5 MS. GREGG: Okay. Beg the court's
6 indulgence. I'd have this marked as Plaintiff's
7 Exhibit 3.

8 JUDGE DUKES: You're keeping track of
9 the whole clipped --

10 MS. GREGG: Yes, sir.

11 JUDGE DUKES: Got you. Okay.

12 (MARKED PLAINTIFF'S EXHIBIT NO. 3.)

13 BY MS. GREGG:

14 Q. I'm showing you what's been marked
15 Plaintiff's Exhibit 3. Do you recognize that?

16 A. I'm familiar with this document. Yes, I
17 am.

18 Q. All right. I'm going to take you to
19 Page 2. And what is this document?

20 A. Can we go back? I think this is my
21 father's will. This is his last will and testament.

22 Q. Okay. And does it say when this was filed
23 into probate court?

24 A. When was it filed into probate court? I'm
25 not sure. There's two probates, right. South

1 Carolina would be an ancillary, so I don't know. If
2 you're talking about --

3 Q. Has an ancillary estate been opened in --

4 A. I'm trying to --

5 Q. -- Beaufort County?

6 A. Again, I'm handling the finances. As soon
7 as I get through this process, I'm going to continue
8 to work on that with another attorney I have.

9 Q. Okay.

10 A. So the question is, I am familiar with
11 this will, yes.

12 Q. In what state was this will filed?

13 A. This will was filed in South Carolina.

14 Q. Can you read -- the stamp on here says
15 Mecklenburg County. Would that be in North
16 Carolina?

17 MR. MOSS: Are you asking where it
18 was prepared or where it filed?

19 BY MS. GREGG:

20 Q. Where it was filed?

21 A. The lawyer who put that document together
22 is in Rock Hill, South Carolina.

23 Q. Okay.

24 A. And so she would file -- I assume, if she
25 opened the will in South Carolina, I assume, that's

1 where she was doing it. But she was licensed in
2 between Charlotte and Rock Hill.

3 Q. But this was the -- this will was probated
4 in Mecklenburg County, North Carolina.

5 A. The probate in North Carolina is still
6 going on -- ongoing.

7 Q. Okay. So there has not been an ancillary
8 probate opened, yet. Although, you plan to --

9 A. Absolutely.

10 Q. -- in Beaufort County?

11 A. Absolutely.

12 Q. Okay. And I'm going to take you to
13 Page 2. Can you read the first -- let me make sure
14 -- the first sentence starting under Article 4?

15 A. It says, I will give the beneath my share
16 of my business, Studio Seven and the rest of the
17 property in Beaufort County to which the titled
18 named individual to my five siblings to be
19 distributed by (inaudible).

20 Q. And this will is dated, correct?

21 A. Yes, it is.

22 Q. Okay. Can you read when this will was
23 executed by Mr. Douglas, Clinton Douglas?

24 A. Oh, let me see. Okay. On the 11th day of
25 March 2010.

1 Q. 2010.

2 A. Uh-huh.

3 Q. And Studio Seven wasn't --

4 MR. MOSS: Is that her will or his
5 will?

6 BY MS. GREGG:

7 Q. Correct?

8 MR. MOSS: This is her will or her
9 will?

10 MS. GREGG: This is Mr. Clinton
11 Douglas.

12 MR. MOSS: Okay.

13 THE WITNESS: Yeah. This is Mr.
14 Douglas' will. Yes, my father's will.

15 BY MS. GREGG:

16 Q. Okay. So he left Studio Seven Club in
17 2010 to --

18 A. No, no, no. What had happened, if you
19 want some back bonus. After my mother had passed in
20 2009, I saw a need to take care of my father's
21 personal -- that's when I generated -- take him.
22 Okay. We need to do the will. You know, that's
23 what's happening here.

24 Q. And I'm just -- I know. The point I'm
25 trying to get across is in this one sentence he

1 divide -- he gives shares of Studio Seven Club to --
2 located in Beaufort County to the five children.
3 That would include you?

4 A. Actually, seven people that's involved in
5 that will.

6 Q. Okay.

7 A. The five are just what you see on the top.

8 Q. And I understand that.

9 A. Okay.

10 Q. I'm just referring to this one sentence.

11 A. It says -- yeah. It says shares. That's
12 right.

13 Q. Okay. Great. Thank you. And if you
14 could read the first sentence of the second
15 paragraph?

16 A. I expressly direct my personal
17 representative to take any actions necessary to
18 ensure my son Eric has the right to continue to
19 manage and operate the day-to-day functions of the
20 business to conclude earning minimum -- current
21 salary.

22 Q. Okay. And Eric Douglas being the one who
23 signed the articles of dissolution, correct? That's
24 the same Eric Douglas that signed?

25 A. We're going to go back -- you said on the

1 articles? Yes.

2 Q. Okay.

3 A. That's the same Eric.

4 Q. Okay. Just making sure.

5 A. Okay. Now, you asked me about that -- you
6 would also know that's Cole, right.

7 Q. I'm sorry?

8 A. He's Cole on that. He's not --

9 Q. Yeah. Who would -- can you name that --
10 who were the personal representatives of this estate
11 filed in North Carolina?

12 A. I am.

13 Q. Okay.

14 A. Me and my brother. Yes.

15 Q. Oh, so Ronnie and Eric Douglas are co-
16 personal --

17 A. The way my father set it up, we always had
18 -- it's three people involved. My other siblings
19 involved if we need to.

20 Q. But they -- but you two were named co-
21 personal representatives. That's just the only
22 point I'm trying to get across just for clarity.
23 And when he executed this will, he was of sound mind
24 to execute this will.

25 A. He was of, I would say, sound mind to do

1 that. The lawyer worked with him. As you can look
2 at his handwriting, you can see where his tremors
3 were going on. So I had a very good lawyer that was
4 up in Rock Hill. She took time, additional time to
5 explain to my father in detail as we worked through
6 trying to capture what his wishes was. But you
7 could tell from his handwriting that it shakes?

8 Q. Okay.

9 MR. MOSS: That was in 2010?

10 THE WITNESS: 2010. And at that time
11 -- again, I had to bring him there. It was just the
12 right thing to do after my mother had passed.

13 MS. GREGG: All right. I believe
14 there's no further questions from Plaintiffs?

15 MR. SVALINA: We had made --

16 MR. MOSS: All right.

17 MS. GREGG: Three. Plaintiff's
18 Exhibit 3 is offered in evidence.

19 JUDGE DUKES: All right. Three is
20 the will; is that correct?

21 MS. GREGG: Correct.

22 JUDGE DUKES: All right. Let's get
23 it all back up here real quick just to reorganize.

24 MS. GREGG: Yes. You can get it
25 organized.

1 MR. MOSS: And the Judge is -- you
2 all lost the Judge's clamp.

3 MS. GREGG: (Inaudible) lost the
4 clip.

5 JUDGE DUKES: That's all right. Is
6 that one of the exhibits there?

7 THE WITNESS: I'm not sure.

8 MS. GREGG: This was defense exhibit.

9 JUDGE DUKES: Okay. But let's get it
10 all back up --

11 MS. GREGG: Yes.

12 JUDGE DUKES: -- just so Deborah can
13 take a second and get throughout because I know her
14 -- the bane of her existence is disorganized
15 exhibits. So let's get -- go off the record for a
16 second.

17 (BREAK TAKEN)

18 JUDGE DUKES: Back on. Please
19 proceed.

20 MS. GREGG: Thank you.

21 BY MS. GREGG:

22 Q. What's your current address? I believe
23 you mentioned it.

24 A. 3715 Pinnacle Place Drive, Hephzibah,
25 Georgia.

1 Q. Okay.

2 A. 30815?

3 Q. And in your direct testimony, I think at
4 the very end, you mentioned that you weren't served
5 with a summons and complaint for this foreclosure
6 action, you had never received it.

7 A. I haven't received anything that has my
8 name on it until it was, again, January, probably,
9 timeframe when your law firm started including all
10 of my siblings. Other than that -- and you haven't
11 showed me anything that has my name on it. And when
12 you say serve. I haven't signed for anything. And
13 I think that's probably because you guys didn't
14 know, again, who I was.

15 Q. Okay. I'm going to show you what's going
16 to be marked Plaintiff's Exhibit 4. This is just
17 the affidavit of service for this action.

18 (MARKED PLAINTIFF'S EXHIBIT NO. 4.)

19 MR. MOSS: I would object to it. I
20 don't -- he says he wasn't served. So I have to
21 object to it.

22 JUDGE DUKES: Well, I'll allow it.

23 BY MS. GREGG:

24 Q. I'm just going to go ahead and read what's
25 on the supplement. It says, on the 28th day of

1 April 2018, at 11:46 a.m. at the address of 3715
2 Pinnacle Place, Georgia, which is where you lived.

3 A. Absolutely.

4 Q. You were served with documents upon Ronnie
5 L. Douglas, personally, delivering one true and
6 correct copy, leaving with Ronnie L. Douglas, who
7 accepted service, and it goes on to identify you and
8 your characteristics.

9 A. Okay.

10 Q. Do you remember being served with this --

11 A. I believe --

12 Q. -- in the coming --

13 A. -- that's the document that you guys sent
14 me that I responded back. When you say --

15 Q. Okay.

16 A. -- it was -- if you're talking about --
17 let me see. Let me see. That was July. It would
18 be the second one.

19 Q. This is the April 28th, 2018.

20 A. Right. Right.

21 Q. Okay. So you were served with the summons
22 and complaint on April 28th --

23 A. When you say -- again, we ask you define
24 served.

25 Q. They served -- a process server came to

1 your house at this address listed.

2 A. Okay.

3 Q. Which you testified you live at.

4 A. Right. Right.

5 Q. They served a summons and complaint upon.
6 I believe it's Defendants' Exhibit 7, that was shown
7 to you by your attorney, that you said you never
8 received.

9 A. He left a document that I responded back
10 to you.

11 Q. Okay. So you were --

12 A. Now, when you -- when you say -- okay.
13 When you say served, right? I looked at the other
14 documents. I haven't signed anything that says
15 Ronnie got this document --

16 Q. Sure?

17 A. -- that you're talking about right now.
18 All of our siblings receive this, but this -- now,
19 notice when you said -- you said January 2018,
20 right?

21 Q. No, sir. I said April 28th, 2008.

22 A. Do you have -- watch -- I understand. And
23 as I mentioned earlier in my testimony, right, I
24 haven't received or my siblings, other than what
25 you're saying, anything prior to 2018.

1 Q. Okay.

2 A. And the only reason why I finally got
3 something, I assumed, in 2018 is because I started
4 responding back to you guys. This is what -- this
5 is what I'm saying. So, no, I'm not saying I wasn't
6 served. Normally, when I get served a document from
7 court, I sign for it when I'm served.

8 Q. Okay. I just -- I just want to clarify
9 because in your testimony it --

10 A. I was not.

11 Q. It appeared that you said you had not
12 served --

13 MR. MOSS: Let him answer. He was
14 answering.

15 THE WITNESS: I'm telling you -- my
16 interpretation of being served a legal matter --
17 BY MS. GREGG:

18 Q. Okay.

19 A. We're talking a legal matter here, right?

20 Q. Sure.

21 A. You'll give me a document. Either I'm
22 going to sign the document or I'm not. I'm going to
23 refuse the document. This is the same -- I'm --
24 other than that adjective, it's shady that your --
25 that your law firm's doing.

1 MR. MOSS: Excuse me. Excuse me.

2 Excuse me. Let me have that document.

3 THE WITNESS: You guys are taking
4 documents.

5 MS. GREGG: It's on file with the
6 court.

7 THE WITNESS: You're take --
8 someone's showing up, dropping off stuff and
9 leaving. If -- and I haven't seen anything like
10 that you're talking about. So when you send stuff
11 in the mail, no. I know legal matters. If I'm
12 going to be served from the court, I'm going to sign
13 for it. I have not been. And if -- and if you take
14 that approach, show me anything where this law firm,
15 your law firm sent me something prior 2018.

16 BY MS. GREGG:

17 Q. Two different law firm. I'm just the
18 foreclosure attorney. I just want to --

19 A. Okay. But what I'm saying, show me
20 because you didn't know who.

21 Q. I just --

22 A. I got you. When I'm speaking --

23 Q. Okay. Fair enough.

24 A. -- I'm speaking in general. You guys
25 nothing because, again, you don't know who I am.

1 That's the one thing I'm saying. But yet, you want
2 to take my portion of my inheritance, my sisters,
3 brothers, who work -- I don't know your client. So
4 when you're looking like that, no. Right? That's
5 my --

6 MR. MOSS: Were you served with the
7 summons and --

8 JUDGE DUKES: Well, hold on. Hold on
9 one second, Mr. Moss. Go ahead and finish and then
10 we'll yell back to you, Mr. Moss.

11 THE WITNESS: No. And I have not
12 changed my opinion on that. I have not been served,
13 illegally, a document from the court. No, I have
14 not.

15 BY MS. GREGG:

16 Q. So a process server did not show up at
17 your home?

18 A. I define to you --

19 Q. The signing. And I understand your point
20 that you did not sign for anything. I understand
21 that.

22 A. So would that be?

23 Q. I'm asking, did a process server show at
24 your home April 28th, 2018, and leave with you
25 papers that --

1 A. Right.

2 Q. -- stated summons and complete?

3 A. Yes, that I responded to.

4 Q. Okay.

5 A. He gave me a paper saying, hey, this is
6 what we've got. And then I responded. But again,
7 remember --

8 MR. MOSS: Where is his response?

9 JUDGE DUKES: Well, hold on.

10 MR. MOSS: Okay.

11 THE WITNESS: I responded back to
12 them. I had copies sent already. I responded back
13 just to say, okay. This is, again, a fraudulent
14 whatever, whatever, whatever. That's what I did.

15 MS. GREGG: Okay.

16 THE WITNESS: I didn't sign anything.

17 MS. GREGG: Beg the court's
18 indulgence. No further questions.

19 JUDGE DUKES: All right. Mr. Moss,
20 any follow-up on those questions?

21 MR. MOSS: Yeah.

22 FURTHER EXAMINATION

23 BY MR. MOSS:

24 Q. Did you receive these documents I show you
25 now, February 5th, 2018? It looks like documents

1 that go to Clinton Douglas and Susie Douglas on
2 February 5th of 2018. Were either one of those
3 individuals alive?

4 A. No.

5 Q. I show you this document and ask you if
6 you can identify it?

7 A. Yes. This is the -- I remember seeing
8 this document. This document was one of the ones --
9 again, for me looking at it -- and it said on here
10 February the 5th, 2018. And remember what I stated
11 earlier, my name didn't start coming up until the
12 2018 time period because I responded back to several
13 of these documents.

14 It says, okay, you're in default judgment
15 for \$738,000.04. Okay. I get another form from
16 them, the one you're showing, saying it was four
17 hundred and something thousand dollars. I responded
18 -- I know what it says right here. It says personal
19 or business check accepted.

20 So I'm looking at this. I said this has
21 to be a scam, but I did reply back because I'm
22 saying you're asking for a personal check. Make
23 payable check to the Beaufort County Sheriff's
24 Office. I'm -- and I am responding back. So to me,
25 everything seemed like a hoax.

1 Q. Okay. Now I show you also something dated
2 February the 8th. Is this a response?

3 A. Yes. This is my response back to the
4 office of sheriff in Beaufort County.

5 Q. And what was that response?

6 A. To whom it may concern. The issues of the
7 summary judgment that was addressed years ago,
8 Studio Seven at that time was established as an LLC.
9 The business was dissolved, lawfully, through the
10 State of South Carolina.

11 Of the person's assets are our personal
12 assets property does not attach to the LLC, which is
13 a question the party well knows and was informed.
14 South Carolina Code 1976, Chapter 30, Section 15-39
15 through 15-150 refers to earlier correspondence.
16 So, again, every time I got something --

17 MR. MOSS: I'd like to mark this.
18 Excuse me. I'd like to mark this next in order,
19 Your Honor.

20 JUDGE DUKES: Let Counsel take a look
21 at it if you would, please. Tell me the timeframe
22 of those. Are those --

23 MR. MOSS: Yeah. That is dated
24 February of 2018.

25 JUDGE DUKES: 2018. When was the '18

1 case filed?

2 MR. MOSS: '18 case was filed --

3 MS. GREGG: April 20th --

4 MR. MOSS: Of that year.

5 MS. GREGG: 2018.

6 MR. MOSS: April of that year.

7 JUDGE DUKES: So this correspondence
8 predated the filing of the '18 case; is that right?

9 MR. MOSS: Right. Yes, sir.

10 JUDGE DUKES: Okay. The service
11 affidavit we were just talking about was what date,
12 again?

13 MS. GREGG: April 28th, 2018. No
14 objection.

15 JUDGE DUKES: All right. Without
16 objection. That'll be Defendant's -- what number?
17 Eight.

18 THE WITNESS: Eight.

19 MR. MOSS: Eight. Two pieces, Your
20 Honor. Thank you.

21 (MARKED DEFENDANTS' EXHIBIT NUMBER
22 8.)

23 JUDGE DUKES: Anything else,
24 Mr. Moss?

25 MR. MOSS: Yeah.

1 BY MR. MOSS:

2 Q. I've got a document here. It's a
3 affidavit of default. Could you look at that,
4 please, and see if you can identify that as --
5 Number 3, in particular, read that.

6 A. I'm sorry. Is that already an exhibit for
7 you?

8 Q. I don't think so, no. No.

9 JUDGE DUKES: Which affidavit of
10 default --

11 MR. MOSS: This is an affidavit of
12 default for the first case.

13 THE WITNESS: The Plaintiff served
14 Susie Douglas on July -- the Plaintiff served Susie
15 Douglas on July 25th, 2011, by personally serving
16 Donna Harding, Susie Douglas, the daughter of the
17 person the alleged resident Susie Douglas, the copy
18 of the affidavit of service was attached, therefore,
19 by their heretofore Exhibit 8.

20 BY MR. MOSS:

21 Q. All right. So the girl that accepted it,
22 you say was not wise in businesses, was accepting it
23 for Susie Douglas?

24 A. Right.

25 Q. And Susie Douglas, was she deceased at the

1 time?

2 A. She was already deceased.

3 Q. 2009.

4 A. 2009. And that she would have. If
5 someone dropped off for my mother as it says right
6 there. So other than -- right.

7 MR. MOSS: Can I mark this, Your
8 Honor?

9 JUDGE DUKES: Certainly. It's
10 probably in here anyway, but --

11 MR. MOSS: Yeah.

12 JUDGE DUKES: -- that would be
13 Defendants' 9.

14 (MARKED DEFENDANTS' EXHIBIT NO. 9.)

15 MR. SVALINA: Your Honor, if we -- I
16 don't want to screw things up, but we can keep that
17 on the table so we don't mess up all the --

18 JUDGE DUKES: Wait, wait. I thought
19 it just got handed to our court reporter.

20 MR. SVALINA: Right, afterwards.

21 JUDGE DUKES: She's got everything
22 now.

23 MR. SVALINA: Okay.

24 JUDGE DUKES: I think. Deborah, you
25 have everything, right? Okay.

1 BY MR. MOSS:

2 Q. Now, indicated that when somebody came by
3 that you responded to whatever happened that day.
4 Did you respond?

5 A. Yes.

6 Q. And what was your response.

7 A. I was cleaning my garage. Someone showed
8 up. Says, here, I have a letter for you. Gave me
9 the letter. Got in his car and left. I opened it
10 up. Read it for what it was talking about. Typed
11 it up. Sent them a response right back.

12 Q. All right. What was your response?

13 A. My response was to answer it. What we
14 just did. What I told them that, again, I thought
15 it was a fraudulent --

16 Q. Do you have your response?

17 A. The one we just entered back in, that was
18 through -- the letter, let me see if I have one.
19 And if I could add, the reason why -- again, my
20 other siblings received the same type of information
21 I was given. So I just told them, okay, I would
22 take care of those -- I don't have my --

23 JUDGE DUKES: Now, I'm looking at --
24 you said the document that was just handed up. That
25 would be Defendants' Exhibit 8; is that correct?

1 THE WITNESS: That's probably --
2 yeah.

3 JUDGE DUKES: The package. Does
4 everyone have one of these?

5 MR. MOSS: Can I see which one had
6 this now? I'm trying --

7 BY MR. MOSS:

8 Q. Is that it?

9 A. No.

10 JUDGE DUKES: Are you looking for
11 Defendants' Exhibit 8, Mr. Moss?

12 MR. MOSS: I may be, yeah.

13 JUDGE DUKES: Let's --

14 BY MR. MOSS:

15 Q. What is this document here?

16 A. This was just -- Mr. Woods was handling my
17 father's taxes for the business. That's all this
18 was saying.

19 Q. Okay. Is this the response you sent? I
20 show you Exhibit 8 or is that the response that they
21 left?

22 A. This is the response for the letter. But
23 what I did with this and my father's, I pretty much
24 cut-and-paste and dropped the same, you know,
25 narrative back in there indicating the same thing

1 that -- because at that time, I understood what they
2 were trying to do. And because my name -- again,
3 '18 started showing up for all my siblings. Because
4 they said the same thing, they're just dropping them
5 off.

6 I said I will respond back for the family.
7 So when I responded, I responded with all my
8 siblings as a reference that, again, that it felt --
9 the summary -- again, the judgment wasn't -- it was
10 against the Studio not against my father's private
11 property that the lawyers were trying to take. And
12 so when I came in, they actually had the parcels
13 laid out. But it's along the same lines.

14 And I do have where they for it, though.
15 I have my copies where I actually sent everything
16 back certified.

17 Q. Okay. So that was your answer you sent?

18 A. Absolutely, yes.

19 Q. To the -- at least to this letter.

20 A. To that letter. And the other ones were
21 along the same line. I probably --

22 Q. But did you actually send one in regards
23 to the guy that dropped by when you were --

24 A. Absolutely.

25 Q. -- working in the garage?

1 A. Absolutely.

2 Q. And do you have that? What you did after
3 that?

4 A. I just got to look at the date. I have to
5 go through by my file. If I could just -- it might
6 be one of these.

7 Q. Okay. I try not to ever take a client's
8 exhibits because then I got a problem?

9 JUDGE DUKES: Off the record a second
10 while he's looking.

11 (OFF RECORD DISCUSSION)

12 JUDGE DUKES: Back on. Sorry.

13 THE WITNESS: Was it February 20?

14 BY MR. MOSS:

15 Q. The date of the service --

16 A. The date of the service?

17 Q. Would be on that affidavit of service that
18 they just introduced which was --

19 MR. MOSS: What did you all do with
20 that?

21 THE WITNESS: February -- the
22 timeframe, was it February? This one's --

23 JUDGE DUKES: We're back on the
24 record by the way. Just --

25 THE WITNESS: Okay.

1 MR. MOSS: Okay.

2 THE WITNESS: This may be it.

3 February 25th, Ronnie Douglas. I received
4 notification of -- this was -- yeah. I received
5 notification of a hearing from Gregg Law Firm dated
6 02/21/19, mailed on February 23rd, 2019. Hearing
7 date 4 April, 11:30, Ribaut Road. Enclosed you will
8 the copy of the documents I received. I do not -- I
9 do not need to take any action. Therefore, I will
10 correspond with them. If I need, I will set up a
11 conference call to come to Beaufort before the
12 hearing. Just -- this is something else. This is
13 my letter -- Mr. Moss, I guess I'm going back with
14 you on that.

15 BY MR. MOSS:

16 Q. That's not --

17 A. No.

18 Q. That's not the one in response?

19 A. That's not the response to the -- but
20 again, the I'll just have to get my stuff. I can
21 have it.

22 MR. MOSS: Do you want to break for
23 lunch and let me find that document, Your Honor?

24 JUDGE DUKES: Let's just --

25 MR. SVALINA: I'd like to finish his

1 testimony,

2 JUDGE DUKES: You've got -- I assume
3 it's all on table somewhere. Why don't we just
4 break for five minutes, and then we'll --

5 MR. MOSS: Okay.

6 JUDGE DUKES: -- keep on rolling if
7 we can.

8 MR. MOSS: Okay.

9 JUDGE DUKES: So we'll off the record
10 for five minutes. Other than looking for your
11 documents, sir, you can't discuss your case with
12 anyone during the break.

13 THE WITNESS: All right.

14 JUDGE DUKES: All right?

15 THE WITNESS: Okay.

16 JUDGE DUKES: We'll be off the record
17 for five minutes.

18 (BREAK)

19 JUDGE DUKES: Back. All right.

20 BY MR. MOSS:

21 Q. What response, if any, did you have after
22 that date where the gentleman came up and told you
23 about something and left you an envelope?

24 A. Okay. I responded back to them in
25 writing. Words to the effect, the above client has

1 no legal standing in the matter, nor does the
2 present -- this was -- this was talking about ad
3 litem, whatever that is. You said something about
4 that, too. About my father being the sole -- again,
5 I just told them that the business was set up, and
6 they still shouldn't be, you know, going after my
7 father's personal property, so.

8 Q. Okay. Well, what are you reading from
9 there? Is that a response?

10 A. This is another -- yeah, this is another
11 that I received from Carper Law Firm. Copper Page.
12 That's --

13 MR. SVALINA: I can't --

14 MS. GREGG: He's the guardian --

15 MR. SVALINA: Yeah, guardian ad
16 litem.

17 MS. GREGG: Ben Coppage is the
18 Guardian ad litem in this case, Your Honor.

19 JUDGE DUKES: Oh, okay.

20 MR. SVALINA: It's in the
21 foreclosure, I think.

22 THE WITNESS: I responded back the
23 same thing. I don't them that the business was a
24 separate entity and that they had no standing
25 against our personal -- our siblings' property.

1 BY MR. MOSS:

2 Q. This is in July?

3 A. That's in July 2018.

4 Q. 2018. Well, what about April? Anything
5 in April?

6 A. In --

7 Q. In May? June?

8 A. I had one more document. I had right
9 here. I think I read this one to the court already.
10 This is still along, the same lines, just telling
11 them that they had no standings.

12 Q. Well, what date -- what date is that?

13 A. Now --

14 Q. This one is dated July the 28th of 2018.

15 A. This says July 26. This is July 26 on
16 this one.

17 Q. Well, this one is July 19, 2018. Is that
18 what you got?

19 A. Yes.

20 Q. All right. That's on the 26th.

21 A. Who did the --

22 Q. And this is a response on the 26th, right?

23 A. Right.

24 Q. Same day?

25 A. That's the same date. That's the same

1 document.

2 Q. Okay.

3 A. That's the same document.

4 MR. MOSS: All right. Okay. Well,
5 I'd like --

6 MR. SVALINA: Of '18.

7 MR. MOSS: -- like to mark these --

8 THE WITNESS: '18. Everything's on
9 the 18th.

10 MR. MOSS: -- as one exhibit, if I
11 could, please, ma'am.

12 JUDGE DUKES: All right. Has counsel
13 seen those?

14 MR. MOSS: Yeah. They have.

15 MR. SVALINA: I don't believe so.

16 (INAUDIBLE. SEVERAL PEOPLE TALKING.)

17 THE WITNESS: Mr. Moss, this is --

18 JUDGE DUKES: Hold on one -- hold on
19 one second.

20 MR. MOSS: (Inaudible.)

21 MS. GREGG: Thank you.

22 JUDGE DUKES: Any objection to those
23 being offered collectively as Defendants' 10?

24 MS. GREGG: No objection.

25 JUDGE DUKES: All right. Thank you.

(MARKED DEFENDANTS' EXHIBIT NO. 10.)

BY MR. MOSS:

Q. Now, on July 26, you sent the same response; is that correct?

A. That's correct.

Q. And what did you mean by that response, no standing?

A. Because the way the business was structured that one of the things my father wanted to ensure, just like any other, you know, business that if -- you know, the liability doesn't reach out to my mother or a sibling. So again, by it being an entity to itself. And then with most standard operating -- most LLCs in business, that's operating outside, outside the business where -- what they're saying is where Eric, to me what I'm looking at, is an employee. But, yeah, you come into a business, you want to sue the employee who's working at any type of franchise. And it's two different things.

Does -- the Studio Seven was it's own entity. And thus, I'm not -- see how you get into your personal assets. How'd they breach over, that's the term I want to know, into his personal assets.

Q. Okay. Now, you got a document there.

1 What is -- what is that?

2 A. This was another document I received. It
3 talked about the dispute of ADR resolution. This
4 one goes back to the 2009 -- 2011 timeframe. But
5 again, the Plaintiff Studio Seven business was
6 dissolved. Liability does not attach to the --

7 Q. Who wrote that letter?

8 A. This is my letter responding back. Every
9 time I got something that was -- that I got
10 (inaudible) from my father. And it says right
11 there, again, does not attach. No standing in the
12 case.

13 MR. REDFERN: Can you keep that one
14 to the side?

15 MR. MOSS: I'm going to -- I'm going
16 to --

17 JUDGE DUKES: Well, let's --

18 MR. MOSS: -- put it in.

19 MR. REDFERN: He's going to put it
20 in.

21 JUDGE DUKES: We'll just --

22 THE WITNESS: And all those --
23 everything I submitted is certified.

24 BY MR. MOSS:

25 Q. Is this the one you were just referring

1 to?

2 A. Yes.

3 Q. All right. And what was that written?
4 That was written back in 2011.

5 A. Uh-huh.

6 MR. SVALINA: Is that a yes?

7 JUDGE DUKES: Yeah. If you would,
8 answer audibly --

9 THE WITNESS: Okay. Yes. Okay.

10 MR. MOSS: Yes.

11 THE WITNESS: Yes, yes. That's
12 correct.

13 MR. MOSS: Okay. I'd like to offer
14 that.

15 JUDGE DUKES: All right. So this
16 will be Defendants' 11.

17 (MARKED DEFENDANTS' EXHIBIT NO. 11.)

18 BY MR. MOSS:

19 Q. And did you attend any ADR or dispute
20 resolution or did anybody in your family?

21 A. No. I answered on behalf of my father.
22 But again, because at this time getting the same
23 type of correspondence -- again, all this is well
24 after the business had closed. And then it was just
25 followed up from there from one thing to another.

1 They would drop off, you wouldn't hear anything,
2 come back. After I told them that I felt that this
3 was erroneous, you would, maybe six months later
4 you'd hear some more response to it. But everything
5 that I got, I responded back or as my father
6 received.

7 Q. All right.

8 A. As the oldest sibling. Again, I was just
9 (inaudible).

10 Q. How did they know your address?

11 A. I'm going to make the assumption they knew
12 my address -- I want to -- on probably one of my
13 correspondence that I corresponded back to the
14 Sheriff. Because at that time, I listed my address.
15 The first time, again -- and that's when they got it
16 because then they went to the document they have
17 now, the will. And, of course, the will, you know,
18 it's public notice. It lists all the heirs. And
19 they pull that from there. That's where they got
20 that from.

21 So they didn't know about the additional
22 heirs, though. Later on into the -- into the game
23 until after the probate that I had to file. You
24 know, we had to file the will in South Carolina.

25 Q. Now, you've already testified that there

1 were three pieces of real estate; is that correct?

2 A. Absolutely. There's three pieces of real
3 estate.

4 Q. And those were in both your mother
5 father's name.

6 A. Absolutely.

7 Q. And the Club was on one piece of that.

8 A. The Club was on one piece, small piece,
9 yes.

10 Q. All right. And the other two pieces were
11 in your mother and father's name.

12 A. They were in my mother and father's name.

13 Q. Okay. Nobody else at the time.

14 A. No. Because they were living at the time.
15 And then, by the business being dissolved when he
16 passed, shut down, all three parcels went to the
17 heirs. Just heirs. Heirs property.

18 Q. So you responded to everything you got,
19 but you didn't necessarily get an attorney to handle
20 it?

21 A. No, because when I -- I was assuming,
22 again, all of this stuff was fraudulent, a lot,
23 because remember I got -- I was getting stuff that
24 said 750,000. Some said 400,000. So I just kept
25 responding back.

1 It was not until I was trying to close the
2 probate up in North Carolina working with the lawyer
3 up there, she says, okay, no Mr. Douglas you take a
4 look at this because someone's trying to take your
5 father's property. The reason why they're doing
6 that, because know one has been showing up. I said,
7 oh. I said, well, can you pull all that? She
8 pulled all the documents, went into the case file,
9 said, this is why they got the judgment because you
10 didn't appear. She said, you need to take care of
11 this right now. And she --

12 Q. Okay. Now, I want to ask you a couple
13 questions about the insurance. Was there an
14 insurance policy on this property?

15 A. Yes, for the business of we're talking now
16 Studio Seven.

17 Q. And that's where the alleged shooting took
18 place?

19 A. Yes.

20 Q. All right. And was that company put on
21 notice by you or any member of your family, to your
22 knowledge?

23 A. That I have to -- no. I was -- no. I'll
24 have to defer. Eric was do with the operation, but
25 no.

1 Q. You didn't do it in other words?

2 A. No, I was still in the military, no.

3 Q. All right. Well, how did the attorney in
4 Charleston, Mr. Hightower, how did he get the
5 summons and complaint? Do you know?

6 A. From the best of my knowledge, it was
7 listening to the -- when we met last time we were
8 here. The attorneys mentioned that they had filed a
9 claim against the insurance company. Which caught
10 me by surprise. Okay? So -- and then the question
11 was asked, okay, if you filed a complaint against
12 the insurance company claim, what was the
13 disposition of that. We didn't hear anything, and
14 that's when you asked them to provide you whatever
15 documents they had from there. So I didn't know
16 that. I didn't the claim was actually filed and
17 that they had --

18 MR. MOSS: (Inaudible) see if you
19 object to any of this stuff.

20 THE WITNESS: Right. And the only
21 thing else they mentioned, they just mentioned that
22 they had got an extension on whatever they were
23 doing on -- as far as the thing.

24 MR. MOSS: Some of them are
25 duplicates, but they --

1 (OFF RECORD DISCUSSION)

2 MR. MOSS: Your Honor, collectively,
3 we'll put this in as one exhibit. This is the
4 correspondence between Young Clement and Rivers, Rod
5 -- Duke Hightower where he got an extension of time
6 from --

7 JUDGE DUKES: Is this the thing that
8 you handed me earlier? Is this another copy?

9 MR. MOSS: Yeah. That's one of them.
10 Yeah, this is -- puts them all together.

11 JUDGE DUKES: Okay. And that would
12 be -- so, without objection. And that is
13 Defendants' Exhibit -- what is it?

14 COURT REPORTER: Twelve.

15 JUDGE DUKES: Twelve. Thank you.

16 (MARKED DEFENDANTS' EXHIBIT NO. 11.)

17 (OFF RECORD DISCUSSION)

18 BY MR. MOSS:

19 Q. Now, you handed me a document here from
20 Nolan Woods. Is that the last bill received from
21 Nolan Woods or not, if you know?

22 A. That's correct. This is the last bill
23 that the business was actually operational.

24 Q. That's 2007.

25 A. 2007.

1 Q. Did he do your tax returns, state and
2 federal?

3 A. He did. He did both of those, yes.

4 Q. Did everything.

5 A. Did everything. Okay.

6 MR. SVALINA: Objection.

7 JUDGE DUKES: What's the objection?

8 MR. SVALINA: Irrelevant because the
9 corporation is still in existence as of 2001.

10 JUDGE DUKES: What is the relevance
11 of that document?

12 MR. MOSS: Well, the relevance is
13 regardless of when it -- look, I've represented
14 people for a long time. And nobody ever goes and
15 dissolves -- want to pay the extra dime to get a
16 corporation dissolved. And they just sit there
17 without doing tax returns or anything. In fact, the
18 only time they ever do anything is when they get a
19 notice from Columbia saying you owe this tax.

20 JUDGE DUKES: But, I mean --

21 MR. MOSS: Minimum tax.

22 JUDGE DUKES: But, I mean, isn't the
23 critical date in this case the date -- two critical
24 dates, the date the corporation was formed, which I
25 think precedes everything here --

1 MR. MOSS: Right.

2 JUDGE DUKES: -- and the date that it
3 was dissolved, which is the date that's stamped on
4 the bottom of the document that's in evidence?

5 MR. MOSS: Well, I think the
6 realistic date of when it dissolved is certainly
7 relevant. I'm -- whether you go with that or not, I
8 don't know. But it's obvious to me the thing had
9 been shut down for some time after this guy was
10 basically shot, apparently. And --

11 JUDGE DUKES: Well, I mean --

12 MR. MOSS: -- I don't think they
13 object to it anyway.

14 MR. SVALINA: I object to it.

15 MS. GREGG: We object to it --

16 MR. REDFERN: We object to it.

17 MS. GREGG: -- on a lot of grounds.

18 JUDGE DUKES: Okay. Yeah. I don't
19 see the relevance. I mean, it's -- just for the
20 record, it's a bill. I haven't seen it, but my
21 understanding is it's a bill from the accountant who
22 was billing to do things with the --

23 MR. MOSS: I asked him to refresh his
24 memory. That's right.

25 JUDGE DUKES: Yeah. With the

1 corporation. But, I mean, the date this corporation
2 ended was the date that is stamped on the bottom of
3 the corporate documents. And I (inaudible) --

4 MR. REDFERN: (Inaudible) indication
5 this even has anything to do with the company. It
6 just says to Clinton R. Douglas.

7 JUDGE DUKES: Yeah. I'm going to
8 sustain the objection to the exhibits.

9 BY MR. MOSS:

10 Q. When do you believe the business ceased
11 operations, if you know?

12 A. 2007 timeframe. When I first opened up my
13 remarks, I was saying somewhere about 15 months or
14 so before the -- the business hadn't been running at
15 all. And it's kind of like what was said. I just
16 -- again, just working with my father, my father was
17 kind -- well, he was kind of a business type person.
18 I just knew that when I'd ask my brothers, you know,
19 we need to close it out, officially. And that's
20 when we went in and I had that done. But a year or
21 more the place had -- it just kind of set there.

22 MR. SVALINA: Your Honor, I just want
23 to point out we're starting to argue the facts of
24 the case of the underlying case in the 2007, in the
25 action happening in, I guess, 2008. There's really

1 no way to argue that at this point.

2 JUDGE DUKES: Right. I don't even --

3 BY MR. MOSS:

4 Q. So basically, you didn't get an attorney
5 until the attorney that was doing the estate said
6 you needed to get somebody.

7 A. Absolutely.

8 Q. And that's when you came down here.

9 A. That's when I came down and --

10 Q. And we made the motion --

11 A. Yes.

12 Q. -- to continue the case while we tried to
13 get the information. Now, did Colony Insurance
14 Company -- Colony National Insurance Company ever
15 get in touch with you about this case?

16 A. No.

17 Q. Do you know whether they talk to anyone
18 else?

19 A. Not that I know of.

20 Q. Do you know whether or not the lawsuit was
21 filed within the statute of limitations?

22 A. No.

23 MR. SVALINA: Objection.

24 BY MR. MOSS:

25 Q. Did anyone ever question that to your

1 knowledge?

2 A. No.

3 Q. Did the insurance company ever mention
4 that to you?

5 A. Not to me, no.

6 MR. MOSS: Okay. All right. I don't
7 have anything further, Your Honor.

8 JUDGE DUKES: Thank you so much.
9 Anything else of this witness?

10 THE WITNESS: I had something, Mr.
11 Moss.

12 JUDGE DUKES: Hold on one second.
13 Sorry.

14 THE WITNESS: Okay. Okay.

15 BY MR. MOSS:

16 Q. Was there something else you want to tell
17 us, sir?

18 A. Yeah. That's -- when he told me --

19 JUDGE DUKES: Yeah. Hold on one
20 second. Let me see --

21 MR. MOSS: Wait a minute. Let's see
22 what they have before --

23 THE WITNESS: Okay.

24 JUDGE DUKES: Mr. Moss had one more
25 question. What was the question?

1 BY MR. MOSS:

2 Q. Yeah. Do you have something you wanted to
3 say?

4 A. Yes, I do. I do.

5 Q. What is it?

6 A. Can I --

7 Q. About this case.

8 A. Okay. About the case. I just wanted to
9 make mention something about my father's will. My
10 father, again, on the will, once the will was
11 written in 2010, it was mentioned, that will was not
12 disclosed until my siblings -- until after his
13 death. That's one of the things my father wanted to
14 ensure. So when we're saying the operation portion
15 and all that I read, that didn't take place until
16 after his death.

17 Also, it was mentioned about my portion in
18 -- taxes. You know, we continued to pay the taxes
19 of the property. And that's another vested interest
20 that we had. Well, were up -- well, it's close to
21 \$20,000 we did to that point. So I just wanted to
22 just bring --

23 Q. In taxes paid.

24 A. In taxes because it needs to be kept up.
25 And that's what the siblings are -- what we're

1 doing.

2 Q. Okay.

3 A. So I just wanted to mention that to the
4 court. And thank you.

5 JUDGE DUKES: Thank you so much. Any
6 questions? Anymore question?

7 MS. GREGG: Yes, Your Honor, briefly.

8 BY MS. GREGG:

9 Q. So I know that these may sound basic. I
10 just want to get them out on recross. So Clinton
11 Douglas was married to Susie Douglas, correct?

12 A. Correct.

13 Q. And Susie Douglas died in 2009 without a
14 will, correct?

15 A. Correct.

16 Q. And that means everything passed to
17 Clinton Douglas when -- upon her death, correct.
18 She died without a will.

19 A. I'm not sure how the --

20 Q. Okay. But he was served with this lawsuit
21 through Donna Harding on July 25th --

22 A. I'm not sure he received that at all.
23 Remember I handled the business. If my father did
24 receive something, he'd had got it to me.

25 Q. Okay. So -- but I know that we already

1 have this in evidence. We've been over it --

2 A. Oh, yeah. I'm just letting you know.

3 Q. Okay. Donna Harding was served.

4 A. Something was left. So what you're saying
5 is with me, if you -- I guess you're defining I was
6 served, also.

7 Q. No, sir. So you were not a party to the
8 initial lawsuit that we're arguing about. It was
9 Eric Douglas, Studio Seven, Susie Douglas, Clinton
10 Douglas.

11 A. And so -- remember when we first started,
12 I asked you how did Eric, a sibling of the business,
13 get involved. Because in your letter that you sent
14 -- you sent on Wednesday, right? You guys sent out
15 something Wednesday.

16 Q. I'm not sure. I'm getting confused. I'm
17 just --

18 A. You -- well, I'm getting there.

19 Q. -- trying establish --

20 A. You said you sent out a letter. You sent
21 a letter to me. Al right? And it said something
22 about the continuation and your motion. That if,
23 you know, you were going -- you would ask the courts
24 to continue to move forward if we extend this, that
25 Eric is still liable. Wasn't that in your letter?

1 MR. REDFERN: Your Honor, could you
2 directly him --

3 MR. SVALINA: Your Honor --

4 THE WITNESS: I'm just -- I'm just
5 trying --

6 JUDGE DUKES: Why don't we do this.
7 If you would answer the questions, that would be
8 great. We'll move forward.

9 THE WITNESS: All right.

10 JUDGE DUKES: So if you have anymore
11 questions.

12 BY MS. GREGG:

13 Q. Okay. And I just -- it's already in the
14 record. Donna Harding was served for Clinton
15 Douglas. We established that she was over the age
16 of 18 --

17 MR. MOSS: Objection. It doesn't --
18 the affidavit says that she was served for Ms.
19 Douglas, who was deceased at the time. That's what
20 your affidavit that's in evidence. I put it in
21 evidence.

22 JUDGE DUKES: Well, let's do this
23 because I think we have multiple affidavits in
24 evidence.

25 MS. GREGG: And Plaintiffs entered an

1 exhibit of Clinton -- affidavit of service for
2 Clinton Douglas that we went over ad nauseam where
3 we -- in which we established in his
4 cross-examination that Donna Harding was served.
5 She was over 18, of sound mind, incompetent. I just
6 wanted to get that out.

7 MR. MOSS: That's in -- that's in the
8 -- you all's affidavit says she was served for Ms.
9 Douglas, who was deceased in 2009.

10 JUDGE DUKES: Then it was -- there's
11 an additional --

12 MS. GREGG: I think it's Plaintiff's
13 Exhibit 3. I just want to point -- it's Plaintiff's
14 Exhibit 3 was for Clinton R. Douglas.

15 MR. SVALINA: I think we ought to
16 show it to Mr. Moss so he understands that there is
17 an affidavit.

18 MR. MOSS: Oh, I -- well, I mean, how
19 affidavits did you all file?

20 MR. SVALINA: Can I please finish?
21 There's an affidavit of service for Mr. Douglas.

22 MS. GREGG: Clinton Douglas affidavit
23 of service.

24 MR. MOSS: Thank you. He's going to
25 respond to that. But that -- I'm talking about the

1 other affidavit that I put in that said you all's
2 affidavit that you filed with the court saying that,
3 basically, the mother was served by serving the
4 daughter.

5 MR. SVALINA: She just passed away.
6 It was being --

7 MR. MOSS: That's the affidavit in
8 your pleadings. And she was already dead.

9 JUDGE DUKES: Right. But I think she
10 had moved on.

11 (INAUDIBLE. SEVERAL PEOPLE
12 SPEAKING AT THE SAME TIME.)

13 JUDGE DUKES: All right. So, go
14 ahead, please.

15 BY MS. GREGG:

16 Q. Were any of your responses that you went
17 over where you sent letters filed with the court?

18 A. Yes. Well, all -- whoever the addressee
19 was on it, that's where I responded at.

20 Q. Okay. Did you go -- physically go to the
21 Clerk of Court and file it, have it timestamped --

22 A. So, you know, I live in Augusta. So when
23 I sent stuff back, it was either certified through
24 the mail with delivery confirmation -- so I have
25 delivery confirmation saying it was delivered back

1 to whoever it was -- and I can -- I have that on all
2 my correspondence.

3 Q. So we can look at those and --

4 A. Absolutely. I have that.

5 Q. Okay. And I we -- I don't know if we need
6 to go over this. But you said the business ceased
7 operation did 2007 in your --

8 A. About that somewhere.

9 Q. The shooting occurred in 2008, though?

10 A. I wasn't there. I was in the military.

11 Q. Okay. So you don't know when the shooting
12 occur?

13 A. I mean, I pulled it. I read the article

14 --

15 Q. Okay.

16 A. -- that's in the paper about your client,
17 yeah.

18 Q. And you received an alternative dispute
19 resolution, an ADR notice from Beaufort County in
20 July of 2011. That's why you responded in that
21 notice?

22 A. Absolutely. I responded back on -- same

23 --

24 Q. And that ADR notice was sent in
25 correlation with the underlying lawsuit that you

1 weren't a party to, but just -- I'm just saying.

2 A. When you say I'm not a party to, I was
3 handling my father's business. So what I'm saying,
4 that's why I -- he was incapable. So what I did is
5 I responded. So every time I got something that I
6 saw, I responded back.

7 Q. Okay.

8 A. Not -- because I wanted to, you know, make
9 sure I'm doing the right thing.

10 MS. GREGG: No further questions.

11 JUDGE DUKES: All right.

12 MR. MOSS: One other question, Your
13 Honor, to simplify things.

14 BY MR. MOSS:

15 Q. This is a diagram from the county showing
16 the properties involved. And I've got them marked
17 1, 2, 3. And those are properties involved?

18 A. That's correct.

19 Q. All right. And, basically, one is where
20 the Club was.

21 A. That's correct.

22 Q. And the other two had nothing to do with
23 the --

24 A. Had nothing to do --

25 Q. -- Club anyway.

1 A. None at all.

2 Q. Okay.

3 BY MS. GREGG:

4 Q. But those owned by Clinton and Susie
5 Douglas and still to this day are titled in their
6 names; is that correct?

7 MR. MOSS: Correct..

8 JUDGE DUKES: All right.

9 MR. SVALINA: Thank you so much. Any
10 objection to the?

11 MR. MOSS: That's a great drawing.

12 MR. SVALINA: The only thing I object
13 to --

14 MR. MOSS: It's a great drawing.

15 MR. SVALINA: -- irrelevant.

16 MR. MOSS: Oh, excuse me.

17 JUDGE DUKES: Well, I'll allow it for
18 what it's worth. So that'll be Defendants' 13.

19 (MARKED DEFENDANTS' EXHIBIT NO. 13.)

20 JUDGE DUKES: All right. Thank you
21 so much, sir. Do you have any other witnesses, Mr.
22 Moss?

23 MR. MOSS: Yeah. I have Mr. Douglas
24 here.

25 JUDGE DUKES: All right. Come on

1 around, please, sir.

2 MR. SVALINA: Your Honor. May I be
3 excused?

4 JUDGE DUKES: Yeah.

5 MR. MOSS: Oh, sure.

6 JUDGE DUKES: Absolutely, sir.

7 MR. MOSS: No objection.

8 JUDGE DUKES: Good to see you.

9 MR. SVALINA: Good to see you all.

10 MR. MOSS: Good to see you, too,
11 Sammy.

12 WHEREUPON:

13 Eric Jerome Douglas, being duly sworn
14 and cautioned to speak the truth, the whole truth
15 and nothing but the truth, testifies as follows:

16 DIRECT EXAMINATION

17 JUDGE DUKES: Can you state your
18 whole name for the record, please, sir?

19 THE WITNESS: Eric Jerome Douglas.

20 JUDGE DUKES: All right. Thank you.
21 Please answer any questions Mr. Moss may have of
22 you.

23 BY MR. MOSS:

24 Q. Mr. Douglas, you are the son of Clinton
25 Douglas and Susie M. Douglas; is that correct?

1 A. That is correct.

2 Q. And they own the three pieces of property
3 we've been talking about in this case.

4 A. Yes, sir.

5 Q. Three parcels.

6 A. Yes, sir.

7 Q. And on which parcel was the Club located?

8 A. Let me see. I think it was Number 1, I
9 heard my brother said.

10 Q. Okay. And I've -- I just put that in as
11 an exhibit if you've got that, yet. I've got just a
12 County map drawing.

13 A. One, sir.

14 Q. Yeah. And they -- your mother and father
15 had three pieces in their name, 1, 2 and 3; is that
16 correct?

17 A. Yes, sir.

18 Q. Okay. Did 2 and 3 have anything to do
19 with the Club?

20 A. No, sir.

21 Q. Okay. Now, tell me about the Club. How
22 was it run and what happened?

23 A. As far as?

24 Q. As far as this man being shot. Do you
25 recall that?

1 A. I do recall the night of the incident.
2 The fellow did get shot. Don't know if he shot
3 himself with his own weapon. Don't know.

4 MR. REDFERN: Your Honor, we're going
5 to object to this.

6 BY MR. MOSS:

7 Q. Well, in any event, were you there when it
8 happened?

9 A. Yes, I was. Yes.

10 Q. Okay. And tell me, where was he shot or
11 do you remember where --

12 A. On the dance floor.

13 Q. -- shot. On the dance floor?

14 A. Yes, sir.

15 Q. Okay. And was there any altercation
16 before that happened?

17 A. Not to my knowledge.

18 Q. Okay. Now, did you report it to the
19 insurance carrier at that time?

20 A. No, I didn't.

21 Q. Okay. When did you first have knowledge
22 that Mr. Svalina was involved and you'd probably be
23 getting involved in a lawsuit? How long?

24 A. At that point, I contacted my brother
25 here, and we started getting a -- got a letter from

1 them. And then Ronnie ended up writing back to
2 Svalina at that time.

3 Q. Okay. And did you recall who got in touch
4 with the insurance company, if anybody did?

5 A. No, sir.

6 Q. Did you ever have a conversation with
7 anybody from Colony Insurance Company?

8 A. No, sir.

9 Q. Did you have -- did you ever have a
10 conversation with any attorneys from Charleston
11 about the matter?

12 A. No, sir.

13 Q. Did you know an attorney in Charleston had
14 asked for an extension of time in which to answer
15 the pleadings?

16 A. No, sir.

17 Q. Do you know how the attorney in Charleston
18 got the pleadings?

19 A. No, sir.

20 Q. Were you ever personally served with any
21 pleadings?

22 A. No, sir.

23 Q. Tell me about the operation of the Club
24 and when it shut down -- approximately when it shut
25 down? I know you may not know for sure.

1 A. It's been a while, but the incident
2 happened to 2008. And pretty much right after that
3 we kind of got to where we started wanting to get
4 out of the business because the -- everybody just
5 started changing. So around about 2009 is when we
6 really shut it down and --

7 Q. Shut it down?

8 A. Yeah. And, you know -- and it's just
9 talking to Ronnie, he said, well, we just need to
10 dissolve everything. So that's what we ended up
11 doing.

12 Q. Okay.

13 A. Right.

14 Q. Okay. But in any event --

15 A. But 2009 is when we --

16 Q. It was shut from about --

17 A. Yes, sir.

18 Q. -- 2010 on?

19 A. Yes, sir.

20 Q. All right. And you were never served with
21 the summons and complaint?

22 A. No, sir.

23 Q. Do you know whether anybody else in the
24 family was served with the summons and complaint?

25 A. Well, my siblings were served with the

1 foreclosures notice.

2 Q. Okay.

3 A. That's what we was talking about buying --

4 Q. For the foreclosure notice --

5 A. Right.

6 Q. The case that's pending --

7 A. Right. With all -- everybody's name on
8 it.

9 Q. Do you know whether anybody was served
10 with a summons and complaint in the original action?

11 A. No, sir.

12 Q. Okay. And your mother was deceased in
13 2009. We know that.

14 A. Yes, sir.

15 Q. And what was your father's condition prior
16 to his death in 2016?

17 A. His health wasn't good at all. He had
18 dementia. Parker said he had a lot of issues going
19 on. He was incompetent to where he couldn't take --

20 MS. GREGG: Objection.

21 THE WITNESS: -- care of himself at
22 this time.

23 JUDGE DUKES: Hold on a second.

24 THE WITNESS: Yes.

25 JUDGE DUKES: What's the objection?

1 THE WITNESS: So --

2 MS. GREGG: Testifying he was
3 incompetent. I'm assuming for legal --

4 THE WITNESS: I'm speaking about my
5 father.

6 MS. GREGG: -- purposes.

7 THE WITNESS: He was.

8 MR. MOSS: If he was, he was.

9 MS. GREGG: I just didn't -- it draws
10 for a legal conclusion.

11 JUDGE DUKES: Yeah. He can testify
12 as to his observations, but --

13 BY MR. MOSS:

14 Q. Yeah. Your observations of --

15 A. Yeah, yeah.

16 Q. -- of your father. And --

17 A. He couldn't do for himself.

18 Q. (Inaudible).

19 COURT REPORTER: I need you to speak
20 one at a time, please.

21 THE WITNESS: I'm sorry. He couldn't
22 do for himself. I would, you know, visit him. I
23 have to put (inaudible) on him, bathe him, shave
24 him. You know? He just had bedsores. You know, my
25 father just -- his last four years just really been

1 rough on him.

2 BY MR. MOSS:

3 Q. Rough?

4 A. Yes.

5 Q. And when would that be, from when to when?

6 A. I know his last --

7 Q. He died in 2016, so I assume --

8 A. Right.

9 Q. -- you're talking about --

10 A. Right. After my mother died.

11 JUDGE DUKES: You all -- you all do
12 me a favor. Mr. Moss, if you don't mind, let him --

13 MR. MOSS: Okay.

14 JUDGE DUKES: -- finish. And then if
15 you all would try to put one second between the
16 questions --

17 MR. MOSS: I got you.

18 JUDGE DUKES: -- and answers.

19 MR. MOSS: Okay. Yeah.

20 THE WITNESS: Yeah. Pretty much
21 after my mom died, in 2009, you know, his health
22 just started just going down. And this last four or
23 five years was really bad.

24 BY MR. MOSS:

25 Q. Did you ever get any summons and complaint

1 served on you in regards to the damage hearing?

2 A. No, sir.

3 Q. Okay. Did you ever get notice of any
4 hearing after the damage hearing?

5 A. No, sir.

6 Q. Okay. When did you find out about this
7 judgment against you?

8 A. Earlier part of this year, right here.

9 Q. In 2019?

10 A. 2019, I believe so. Yes, sir.

11 Q. Okay.

12 A. I might have -- yeah.

13 Q. Have you -- has the family been paying the
14 taxes on the real estate since then?

15 A. Yes, sir. We have been.

16 Q. And you paid them this year.

17 A. We've got until October to pay them this
18 year.

19 Q. This year, I know.

20 A. Right. And we'll be --

21 Q. I'm talking --

22 A. -- split it up.

23 Q. I mean -- I meant 2018 they've been paid.

24 A. Right. Yes, sir.

25 Q. And what were -- what was the amount of

1 taxes in 2018?

2 A. Ronnie delegates that. But it's close to
3 about \$6000 a year.

4 Q. Okay.

5 A. A little over that.

6 Q. Have you all put the property up for sale
7 since then?

8 A. It's on of the market. That is correct.

9 Q. It's on the market now?

10 A. Yes, I believe so.

11 Q. Who is -- who is handling that?

12 A. My brother. I don't know the Realtor.

13 Q. Okay. But you don't know the Realtor, but
14 your brother's handling that.

15 A. Yes, sir.

16 Q. Okay. Now, when did you get notice of
17 this last suit? Was that 2019?

18 A. Yes, sir. I think we all did at the same
19 time.

20 Q. Okay. All right. And I believe I asked
21 for a continuance at the first hearing.

22 A. You did.

23 Q. Yup. And since then, we've filed a motion
24 to dismiss in regards to the first cause of action,
25 first case, concerning the judgment, the amount of

1 the judgment.

2 MR. MOSS: I don't think I have
3 anything further.

4 JUDGE DUKES: Please answer any
5 questions counsel may have of you, sir.

6 MS. GREGG: Thank you.

7 BY MS. GREGG:

8 Q. Are you a physician, Mr. Douglas?

9 A. No, I'm not, ma'am.

10 Q. Did you go to medical school?

11 A. No, I do not.

12 Q. Did you treat -- you a treating physician
13 for Clinton Douglas?

14 A. No, ma'am.

15 Q. So based on your observations, he just
16 going downhill you said?

17 A. Yes, ma'am.

18 Q. -- capacity. Okay.

19 A. I know my father.

20 Q. But that's the extent of the medical facts
21 you've been -- testified to, correct?

22 A. I know my dad. I mean, the person that
23 you love you see when they're declining. He wasn't
24 as sharp as he used to be. All of his faculties
25 wasn't with him.

1 Q. I understand. And you said that you found
2 out about -- I just want to -- the judgment or the
3 foreclosure action of this year, so 2019. I just
4 want to clarify that.

5 A. Yeah. I mean, all this run together.

6 R.L. DOUGLAS: '18.

7 MS. GREGG: Okay.

8 THE WITNESS: '18. Okay.

9 BY MS. GREGG:

10 Q. I wanted to just show you that -- do you
11 deny you were served with the summons and complaint
12 for this foreclosure action?

13 A. I'm not -- yes. I deny. I don't know.

14 Q. Okay. I'm showing you -- I don't have --
15 I don't have a copy of it. It's with the court's
16 file. This is a certified mail receipt. What is
17 the date on this certified mail receipt?

18 A. May 18th. May 1, '18 -- 2018.

19 Q. Okay. And.

20 A. That's not my signature.

21 Q. That is not your signature?

22 A. No. That's not my signature.

23 Q. Is this the address? Can you read what
24 address it was sent to?

25 A. That's 4241 Burton.

1 Q. Okay. Is that your -- was that your --

2 A. Yeah. Yeah.

3 Q. -- P.O. Box?

4 A. I don't stay there. I live at 1728 Park
5 Avenue.

6 Q. Did this P.O. Box belong to you?

7 A. It belongs to the family. That's my
8 father's P.O. Box.

9 Q. Okay. And did -- because that's what was
10 listed as the address --

11 A. But that's not --

12 Q. -- probate file --

13 A. -- my signature there, ma'am.

14 Q. -- correct?

15 JUDGE DUKES: Well, hold on. Let her
16 finish the question.

17 THE WITNESS: Okay.

18 BY MS. GREGG:

19 Q. That was listed as the address to -- for
20 your delivery to you on the -- in the probate file
21 that was filed in North Carolina, correct?

22 A. I'm not sure. My physical address is 1728
23 Park Avenue.

24 Q. Okay. So --

25 A. That's what's on my license.

1 Q. But you're saying that that P.O. Box --

2 A. That's a P.O. Box. So --

3 Q. Who does it belong to?

4 A. My daddy set that up back maybe 50 years
5 ago.

6 Q. What I'm looking for is a -- just when it
7 was filed with the probate court in North Carolina
8 showing all the addresses for the heirs and that --
9 this was listed as his address.

10 A. Yeah. P.O. Box is -- that's a P.O. Box.
11 And that's just general mail with the family.

12 Q. But -- so you -- but you provided to the
13 probate court that address for service, that P.O.
14 Box.

15 A. Well, that's what it is. I said it's a
16 P.O. Box, family P.O. Box. That's what I just said.

17 Q. Okay. But that was -- this is not asking
18 for a family P.O. Box.

19 A. I know.

20 Q. It's just a mailing address, right?

21 A. Right. Right.

22 Q. Okay. And that's where that was served.

23 MR. MOSS: Objection.

24 JUDGE DUKES: What's the objection.

25 MS. GREGG: He didn't sign for it.

1 THE WITNESS: That's not my signature
2 there. I could show you that.

3 MS. GREGG: Not his signature.

4 MR. MOSS: Okay. Well, what are you
5 ---

6 MS. GREGG: And that --

7 MR. MOSS: I mean, he didn't sign --

8 MS. GREGG: That can be taken into --

9 THE WITNESS: I can show you my
10 physical address.

11 JUDGE DUKES: Hold on. Hold on.
12 Hold one, everybody. What was the response to the
13 objection?

14 MS. GREGG: These matters are for
15 credibility.

16 MR. MOSS: I object to it because he
17 says it's not his signature, and she's offering it
18 for the proof of the matter.

19 JUDGE DUKES: All right. I'm going
20 to --

21 MR. MOSS: And he says it's not his
22 signature.

23 JUDGE DUKES: Okay. I'm going to
24 allow it. It's already, actually, part of the court
25 record. But I'll allowed as an exhibit.

1 MR. MOSS: Have you put that in as a
2 document?

3 MS. GREGG: It's with the court's
4 file. I don't have an original. I didn't presume
5 that you would contest it. That.

6 JUDGE DUKES: It's --

7 MR. MOSS: Well, I want -- I want it
8 in the record. I mean --

9 JUDGE DUKES: Well, I'll tell you
10 what. It's in the record. It's part of --

11 MS. GREGG: It's in the record.

12 JUDGE DUKES: It's an affidavit of
13 service by certified mail, filed May 18th, 2018, and
14 it is attached to that. So I'll take notice of
15 that.

16 MS. GREGG: Thank you.

17 BY MS. GREGG:

18 Q. I know we've been over -- it's Defense
19 Exhibit 1. It's the articles of dissolution. I
20 just want to -- thank you. Did you fill this out?

21 A. No. My brother did. He told you that
22 earlier.

23 Q. But you signed for, right?

24 A. I did, right, because he lives in Augusta
25 and I was here.

1 Q. Okay. So you really then can't testify to
2 the information about when it was authorized to be
3 dissolved that's in this document, then.

4 A. I mean, I went over the document with him.
5 That's what you're asking me? What that -- what are
6 you asking me? What is the question?

7 Q. Well, I guess, why did you decide to sign
8 it if you did not --

9 MR. MOSS: Excuse me. What exhibit
10 is that?

11 MS. GREGG: Defense Exhibit 1.

12 MR. MOSS: Oh.

13 THE WITNESS: Once again, yup, I went
14 down and closed it out with Nolan Woods down here.
15 If I'm not sure, he might have faxed me this right
16 here and we closed it out.

17 Q. And, I guess, why did you sign for it
18 instead of Ronnie Douglas?

19 A. Because I think I paid Nolan the final
20 payment over there, for one thing.

21 Q. Okay. And were you --

22 A. Because he had -- he had -- he had to put
23 -- notarize it. So it was notarized that same day,
24 I guess, if I'm not mistaken.

25 Q. I believe so.

1 A. But I believe I paid him the same day.

2 Yes, ma'am.

3 Q. And were you Vice President of the Studio
4 Seven --

5 A. Well, that's just a title. Everybody have
6 a title. That don't mean nothing.

7 Q. Okay. So there were -- I guess in the
8 articles of incorporation, were you named as a Vice
9 President?

10 A. No.

11 Q. Okay. Okay.

12 A. No, no.

13 Q. I just wanted to clarify. I haven't seen
14 those. And this was sent in and dated 4 July 2011,
15 right?

16 A. That's the --

17 Q. I know we've been over that --

18 A. Whatever the stamp say.

19 Q. Okay. And the lawsuit against Studio
20 Seven, you, Clinton and Susie was filed July 1st,
21 2008 -- I mean -- I'm sorry -- July 1st, 2011,
22 right?

23 A. I don't know. If you say so.

24 MR. MOSS: He doesn't know.

25 MS. GREGG: It's in the --

1 MR. MOSS: What date?
2 MS. GREGG: It's in the defense
3 exhibits.
4 MR. MOSS: Well, no. She -- I'll
5 object --
6 MS. GREGG: We can show him.
7 MR. MOSS: -- to the question.
8 Leading.
9 MS. GREGG: All right.
10 BY MS. GREGG:
11 Q. This is a jury trial summons that's
12 already in evidence as Defendants' Exhibit 3.
13 A. First time I seen it.
14 Q. This is the complaint.
15 A. First time I seen it.
16 Q. Okay. All right.
17 A. First time I seen it.
18 Q. Sure. But can just read this date on it
19 when it was filed?
20 A. I can't. I don't have my glasses on. I
21 can't see it.
22 Q. All right. Well, it's already been in
23 evidence that it was filed July 1st --
24 A. Okay.
25 MR. MOSS: Well, let me see it.

1 THE WITNESS: I don't have my
2 glasses.

3 MS. GREGG: -- 2011.

4 BY MS. GREGG:

5 • I believe Ronnie testified to that.

6 MR. REDFERN: Can I ask just one
7 question. I might have missed this. Did you say
8 that Mr. Eric -- Mr. Douglas, you never received any
9 sort of documents in the underlying case that's the
10 case caption Kevin Holmes versus Studio Seven Club,
11 Inc. versus Eric Douglas, Clinton R. Douglas and
12 Susie M. Douglas with the Case
13 Number 2011-CP-07-02743?

14 THE WITNESS: That is correct,
15 counselor.

16 MR. REDFERN: And as far as -- that
17 would go for the pleadings, copies of any of the
18 default documents and notice of the damages hearing,
19 correct?

20 THE WITNESS: That is correct, sir.

21 MS. GREGG: No further questions.

22 JUDGE DUKES: Any other questions of
23 this witness, Mr. Moss?

24 MR. MOSS: Just a couple.

25 BY MR. MOSS:

1 Q. Your address was 1728 --
2 A. Trask Parkway.
3 Q. Trask Parkway?
4 A. Lobeco, South Carolina.
5 Q. Lobeco?
6 A. Uh-huh.
7 Q. Okay.
8 MR. REDFERN: Can you say that one
9 more time?
10 MR. MOSS: 1728 --
11 THE WITNESS: 1728 Trask Parkway,
12 Lobeco, South Carolina.
13 MR. REDFERN: Are you saying trash,
14 T-r-a-s or --
15 MR. MOSS: Trask.
16 THE WITNESS: Yes.
17 MR. MOSS: Yeah. They wouldn't like
18 to hear you say that.
19 BY MR. MOSS:
20 Q. Okay. And that was your residence
21 address, is that --
22 A. Yes, sir.
23 Q. -- correct?
24 A. Yes, sir.
25 Q. And you never got served with any document

1 at that address?

2 A. That -- no, sir.

3 Q. Okay. Now, who would get the mail at the
4 other address or the family address you were talking
5 about?

6 A. My ex-wife, my younger daughter, pretty
7 much.

8 Q. Do you know whose signature that is?

9 A. No, I don't.

10 Q. You don't recognize it?

11 A. No, sir.

12 Q. It's not yours, though?

13 A. That not mine.

14 Q. Okay. And your signature is pretty
15 distinctive?

16 A. It is.

17 Q. Okay.

18 A. It is.

19 Q. And that's that your signature?

20 A. No, sir.

21 Q. You don't know whose it is?

22 A. No.

23 MR. MOSS: Okay. I have nothing
24 further.

25 JUDGE DUKES: Anything else of this

1 witness. All right. Sir, you can -- well, let me
2 ask a quick question.

3 BY MS. GREGG:

4 Q. What are -- just because you said that the
5 P.O. Box could be opened by your ex-wife and
6 daughter, right?

7 A. Uh-huh.

8 Q. Okay. What are their names.

9 A. Erica Brown, Shakayla Sharp, Jakayla Sharp
10 and Monique Dawson.

11 Q. How old are they?

12 A. All above 21.

13 Q. Are they authorized to get your mail?

14 A. They have the combination, yes. They
15 receive mail there, too. So, no, I doubt they would
16 get my mail. They'd get their mail. They use that
17 P.O. Box, also. So it's not only me use that P.O.
18 Box, it's other people in the family, members, kids,
19 that's where they get their mail at, too. So we
20 share the mailbox. I pay for it, but we share.

21 Q. Do you live -- have you ever lived at 23
22 Donaldson Camp Road?

23 A. Yes, I have.

24 Q. When -- when's the time period that you
25 lived there?

1 A. Maybe when I came back home in the '90s,
2 '95, '96.

3 Q. Okay. So you've -- but -- so you've lived
4 at the Trask Parkway, I guess, during the pendency
5 of this litigation, the foreclosure litigation?

6 A. Yes. Yes, ma'am.

7 Q. When did you move there?

8 A. Ten years ago.

9 Q. Okay. Do you know what -- this is already
10 in evidence. It's Plaintiff's exhibit. It's
11 showing the business entities online from the
12 Secretary of State's website. I did ask Ronnie
13 about this. But do you know the address for the
14 registered agent for Studio Seven Club,
15 Incorporated?

16 A. I don't know the answer to that, ma'am.
17 No, I don't.

18 Q. You don't know whose address --

19 A. I don't. I don't.

20 Q. -- that is?

21 A. No.

22 Q. Okay. So that's not your address?

23 A. I just told you my address.

24 Q. All right. Do you agree it would
25 important to keep that up to date with the Secretary

1 of State?

2 A. Uh-huh.

3 Q. Do you agree --

4 MR. MOSS: Argumentative, Your Honor.

5 MS. GREGG: -- that that would be
6 important --

7 THE WITNESS: I don't know. I don't
8 understand the question first of all, ma'am.

9 BY MS. GREGG:

10 Q. All right.

11 A. Because I don't understand what the
12 registry is to tell you the truth, so I can't speak
13 of that.

14 MS. GREGG: No problem. No further
15 questions.

16 JUDGE DUKES: All right. Any further
17 questions of this witness, Mr. Moss?

18 MR. MOSS: None, Your Honor. And I
19 would like to make a motion, though, to allow these
20 individuals to reopen the default based on the fact
21 that there's improper service on the Defendants in
22 this case.

23 JUDGE DUKES: Well, let's.

24 MR. MOSS: And allow them to oppose
25 an answer.

1 JUDGE DUKES: All right. Well, I
2 mean, that's what the whole motion's about, right?

3 MR. MOSS: Yeah, that's right. The
4 whole motion's about getting rid of the whole case,
5 yeah.

6 JUDGE DUKES: Well, let's --

7 MR. MOSS: And reopening it, yup.

8 JUDGE DUKES: Well, let me do this
9 before you make that motion. Why don't we just hear
10 the whole thing and then we'll --

11 MR. MOSS: I got you. Yeah.

12 JUDGE DUKES: I'll be happy to hear
13 whatever we've got. So anything from the
14 Plaintiffs?

15 MS. GREGG: Yes. We have a response.

16 JUDGE DUKES: Okay.

17 MS. GREGG: So as we've layed out in
18 our motion to strike, we don't even believe that any
19 of this evidence offered here today should be
20 considered. They are still in default. I don't
21 even know if they've made a motion to get out of
22 default, still. There's no written motion certainly
23 not filed with this court. It's just the motion to
24 dismiss the underlying judgment.

25 Just moving off from that, we think that

1 this is not the right court in which to attack this
2 judgment. This is considered a collateral attack
3 which is basically attack on the judgment, made it
4 an action that has an independent purpose other than
5 to overthrow.

6 And I think that that was obvious to us in
7 October of 2018, when we were first here for the
8 foreclosure hearing. Mr. Moss asked for a
9 continuance, contest the underlying judgment. And I
10 believe we all thought that he was going to file, in
11 Common Pleas, either a Rule 60(b) motion or a new
12 declaratory judgment motion.

13 When we had our status conference in
14 November of 2018, we were assured that an action
15 would be filed in Common Please to contest this
16 judgment. Instead, we came here in April, six
17 months later, with a motion to dismiss the
18 underlying judgment in this foreclosure action.

19 We don't think that this court can provide
20 the relief that he's requesting. Simply put, you
21 can't attack a civil judgment rendered in 2015 in
22 Common Pleas in this court, in this foreclosure
23 court. The -- really the only way to collaterally
24 attack successfully is if the court issuing the
25 judgment lacked jurisdiction and the lack of

1 jurisdiction appears on the face of the record.

2 I think just for how long we've been here
3 today, the infirmity of the personal jurisdiction in
4 the underlying lawsuit isn't on the face of the
5 record. They've offered into the teens of exhibits
6 to try to prove that personal jurisdiction didn't
7 exist, that they were not served properly.

8 Where proof is necessary to show that,
9 then a collateral matter -- a collateral judgment
10 can't be overturned. It can't be contested. I
11 mean, it needs to go before the judge and between
12 the parties that were a part of the lawsuit in 2011.
13 And, I mean, it does make inherent sense.

14 I, thankfully, have Clint Redfern here who
15 handled the judgment -- underlying judgment. And
16 I'm glad that he's here because I would have -- I
17 have no knowledge of the procedural facts underlying
18 this. That's why if there is a collateral attack
19 and it can be shown on the face of the record from
20 2011 that personal jurisdiction did not exist,
21 that's when it could be overturned. But they're
22 having to offer up all this evidence, attempting to
23 prove that they weren't served.

24 There's no way that I could be expected to
25 refute that without the help of these attorneys.

1 And it should be between those attorneys, not in
2 this foreclosure action.

3 And just getting to the merits, I believe
4 that they failed to meet the burden of proving that
5 Clinton Douglas was mentally incompetent. There's a
6 case, Rogers v. -- I believe it's -- or Thompson v.
7 Moore. It quoted in my motion -- or -- I'm sorry --
8 my response. It is a high burden to prove mental
9 incompetency. And even the case I'm referring to in
10 Thompson v. Moore 227 SC 417, that case was before,
11 I believe, the Supreme Court. And there was a
12 doctor who testified to mental incompetency of a
13 defendant. And the court didn't even find that
14 evidence to be competent evidence to render him
15 incompetent for service of process.

16 There is no treating physician here today
17 to say that he had Alzheimer, that he was
18 incompetent to a legal standard to accept service.
19 And anyway, Donna Harding accepted service. That --
20 nobody's refuted that. And we've established today
21 that she was a person over 18 and of sound mind who
22 resided with Clinton Douglas. So without medical
23 records, without the testimony of a treating doctor,
24 I believe that they failed to make this high burden
25 of proof.

1 And, you know, the validity of the
2 judgment against Eric Douglas, I guess -- I mean,
3 everybody in this lawsuit has claimed not to be
4 served by anyone even though we have notice of ADR.
5 We have letters going back and forth, people are
6 still saying they weren't served with notice of this
7 lawsuit. I just, you know, submit that to the
8 court's credibility determinations.

9 But we would ask that we can proceed with
10 this foreclosure on the underlying judgment. And
11 mainly because this is not the proper place for this
12 to happen. And I've -- we've -- I've extended an
13 offer. I'm willing to work with the Defendants,
14 delay the foreclosure sale.

15 You know, I think they've brought up a
16 defense to perhaps get into Common Pleas about the
17 insurance company not defending them. That would
18 not invalidate our judgment that we have, but that
19 would certainly allow them a remedy to this. And
20 we're willing to work with them on this, but I think
21 going forward today with foreclosure judgments is
22 the right thing to do.

23 I don't think they've met their burden
24 regardless of whether this should have even been
25 argued today. I don't think they've met their

1 burden of proving that personal jurisdiction was
2 deficient in the underlying lawsuit. And I don't
3 believe there's anything that stands in the way of a
4 foreclosure judgment against the individuals named
5 in the lawsuit. So that's what we would ask.

6 And if the court, you know, does decide to
7 grant a continuance of some sort to allow the
8 Defendants to file in Common Pleas or anything like
9 that, we would just ask that there's -- there'd be a
10 deadline set. I just perceive this thing dragging
11 on. And, of course, you know, it's a court of
12 equity and equity demands a resolution to this
13 matter in a timely fashion, Your Honor.

14 JUDGE DUKES: Thank you so much.

15 Mr. Moss, anything else?

16 MR. MOSS: Your Honor, I just think
17 that they should -- the default should be opened
18 based on the testimony you've heard here today and
19 they're allowed to come back in in this case and go
20 ahead and address this issue. I mean, it's almost
21 preposterous when a started looking over. And the
22 more I looked it over, that these individuals that
23 are deceased now own three pieces of land and they
24 got a judgment which is very, very questionable that
25 was filed after the statute of limitations,

1 apparently.

2 I didn't realize that until I got into
3 this case. And I'm still -- as I told them before,
4 I was trying to help them by finding out what
5 happened with that judgment, what happened with
6 Colony Insurance. And I did make contact with them.
7 And as I gave the number here at the start of the
8 case, but apparently nobody's ever followed that up.

9 And I don't understand having an attorney
10 ask for an extension of time and then he never
11 answers within that extension of time. But he also
12 never talks to these clients about it. And then the
13 next thing you know, there's a default judgment.
14 Nobody's given notice of any hearing or damages,
15 whatsoever. And the judgment ought to be set aside,
16 no question about it, without filing multiple issue
17 actions.

18 But, you know, I've got this company
19 that's calling me back. They called me back
20 yesterday, as a matter of fact. And I've been
21 trying to get them for two weeks, and I can never
22 get this Colony National Insurance Company. But the
23 more I look at it, I'm absolutely sure that the
24 reason they denied coverage, which is what the
25 attorney, Mr. Highfield, said in Charleston is

1 because the statute of limitations had run. And
2 this -- all of this action is because the statute of
3 limitations had run. And, of course, nobody ever
4 set it up because the extension of time was -- Sam
5 died. And what happened during that time, I don't
6 know.

7 But, Your Honor, I think what ought to be
8 done is these people be allowed to interplead into
9 this action. They should not be held in default and
10 allowed to go ahead and proceed in this action with
11 any type of litigation that may be necessary.

12 JUDGE DUKES: All right. What a
13 complicated case.

14 MR. MOSS: Yeah.

15 JUDGE DUKES: So the issue between
16 the insured and the insurance company, of course --

17 MR. MOSS: Is not in this.

18 JUDGE DUKES: -- interesting, but
19 separate and apart from all of this. And, you know,
20 if there's a recovery to made, you know, I hope it
21 works out, but I can't really consider that here.

22 MR. MOSS: Right.

23 JUDGE DUKES: The 2011 case, as we
24 sit here today, is the fall that I have to deal
25 with. Now, you all have brought it up and, I guess,

1 my question -- first of all, I mean, the 2011 case,
2 as I look at it appears proper with a couple of
3 exceptions. First of all, as to Susie, let me ask
4 the Plaintiff. Obviously, if you never have
5 jurisdiction, you never get jurisdiction and all
6 that. How would the Plaintiff in the 2011 case
7 obtained jurisdiction over Susie's portion, whatever
8 that might be? And Susie, as a party, if, in fact,
9 it appears that she had passed away years before. I
10 think this case was even filed --

11 MR. MOSS: Oh, yeah. She passed away
12 in 2009. It was filed in 2011.

13 JUDGE DUKES: Right.

14 MR. REDFERN: And, I guess, one of
15 the things we had pointed out, I don't know if it
16 was during cross or direct, is that what we can
17 tell, when Ms. Douglas died, she died without a
18 will. There was no estate ever opened up for her.
19 And it's our understanding that the property of,
20 say, she held jointly with Clinton Douglas would
21 have passed to Clinton Douglas at the time of her
22 death.

23 Clinton Douglas was alive when the --

24 MR. MOSS: No right of survivorship.
25 It would only go to him if there was a right of

1 survivorship in the will.

2 JUDGE DUKES: Well, hold on one
3 second. And you all didn't -- I don't know that to
4 be the case. I mean, is that --

5 MR. MOSS: Yeah.

6 JUDGE DUKES: -- the case in North
7 Carolina because in South Carolina it's not the
8 case.

9 MR. REDFERN: Well, and again, I
10 mean, they haven't given us any sort, I mean,
11 indication as to what happened or if anything ever
12 was done with, you know, her ownership interest in
13 these properties. I mean --

14 JUDGE DUKES: Right.

15 MR. REDFERN: -- you could look up
16 the Beaufort County property records. It -- for
17 those three lots. It indicates that the owners are
18 Clinton and Susie Douglas. And --

19 JUDGE DUKES: I understand. But it's
20 incontrovertible, I think, that Susie passed away
21 before the case was filed. And, I believe, no
22 estate was opened. No administrator was named. No
23 -- and so I'm not sure if in the 2011 case there was
24 jurisdiction against Susie which is not to say that
25 if by operation of fall, part of her estate passed

1 Eric, then you may very well still have a lien on
2 whatever Eric's portion is that he got from Susie.
3 But I'm not -- you're saying it passes a hundred
4 percent to the husband. And not in South Carolina
5 doesn't, so --

6 MR. MOSS: Well, right.

7 JUDGE DUKES: I don't know what it
8 does in --

9 MR. REDFERN: Well, but -- Your Honor
10 -- I mean, again, I think the point is that --
11 again, if they want to attack jurisdiction in that
12 case, then we're in the wrong court.

13 JUDGE DUKES: Well, here's the
14 problem I've got. If you don't have jurisdiction
15 initially, you never have jurisdiction. And they're
16 attacking it in the '18 case across the board with
17 regard to everybody including the estate of Susie.
18 And so --

19 MR. REDFERN: Well, then -- I mean,
20 we would argue that nobody's actually, properly
21 appeared on her behalf. If they haven't opened it
22 up in the State, I'm not sure how Jim Moss can
23 technically represent Susie Douglas.

24 JUDGE DUKES: I don't know. It looks
25 like a big giant mess. I'll be honest with you.

1 MR. REDFERN: Right.

2 JUDGE DUKES: But I have that
3 concern. Now -- and my other concern is this is
4 probably neither here nor there because as far as I
5 can tell, the corporation didn't own any real
6 estate. But the corporation may still be the
7 conduit for some insurance, hopefully, but maybe
8 not. The insurance company may say, hey, that was
9 years ago. Sorry. You all didn't file it, and it
10 was done. But I don't know what they're going to
11 say.

12 But the corporation, the service on the
13 corporation was through substitute service of
14 someone. I can't remember what it was, but it
15 looked -- it didn't look like it maybe complied with
16 the statute on the service of the corporation back
17 in '11, which, again, may be neither here nor there.
18 I've lost track of it now, but it look like it was
19 on the daughter of one of the principles. And I
20 understand, very strange to me, that they were able
21 to file an article of incorporation without a
22 registered agent.

23 MR. REDFERN: Right.

24 JUDGE DUKES: -- what happened. But
25 there must be -- there has to be some process to

1 serve the Secretary of State. I'm pretty sure there
2 is in all these weird situations like that. And I
3 don't see any evidence that was done back in 2011.

4 Again, it may be neither here nor there
5 because the -- as far as I can tell, the corporation
6 does not now and never did, at any time relative to
7 any of this, own any real estate. So I don't know,
8 but that concerns me, honestly.

9 As far as the rest of the Defendants, it
10 looks solid. There's -- there appears to be proper
11 service, there's a passage of time, there was no
12 appropriate answer and the judgment was entered.
13 And it wasn't challenged in a timely manner.

14 So the problem I've got, and everybody in
15 this room has, some more than others, is in the 2018
16 case -- let us assume today that I dismiss the whole
17 thing without prejudice or allowed an answer. The
18 only -- first of all, the lien is still going to be
19 on the real estate, on the three parcels of real
20 estate because of the judgment against Eric. And in
21 theory, perhaps, the uncertainty of a judgment
22 against whatever Susie's estate may have held, I
23 don't know -- I'm sorry. Clinton. A judgment
24 against Clinton and against Susie, the judgment
25 against -- you're Eric, right?

1 MR. E. DOUGLAS: Yes.

2 JUDGE DUKES: The judgment against
3 Eric still stands from '11. I don't see -- I can't
4 -- I don't see anything in this record that would
5 cause me to -- and, again, nothing has been filed
6 with the '11 case. But the only thing that I can go
7 back about, I think, in the '18 case is whether,
8 originally, there was proper jurisdiction. Other
9 than that, I don't see that it's my role to dig into
10 a case that's not before this court. And maybe it's
11 not even my role to do what I'm doing and the
12 comments I'm making, but I haven't issued an order,
13 yet. So I have that luxury.

14 But let's assume for the moment that
15 you're still allowed to file some sort of an answer
16 in the '18 case. The challenge against the judgment
17 applying in the '18 case for the '11 case, I think,
18 is futile with regard to Eric. So even if you file
19 an answer, I'm not sure exactly what you say.

20 And -- so I don't know. Those are my
21 thoughts that that lead me to say that perhaps, this
22 isn't the order, but I would grant the motion of the
23 Defendant only as to Eric in the '18 case, which,
24 again, is not to dismiss the case, but to allow an
25 answer because I'm not sure -- oh, I didn't mention.

1 In the '18 case, it appears Eric was
2 served by certified mail. But when I looked at the
3 card, it doesn't appear to have -- it doesn't appear
4 it was restricted delivery. That's why I'm saying
5 what I'm saying in the '18 case. It look like it
6 was just regular old certified mail, which, you all
7 correct me if I'm wrong, but at least used to be the
8 rule, I don't get that issue very much, but it
9 looked like it wasn't restricted delivery. It was
10 just -- may be I'm not looking at a good copy of
11 that.

12 MR. MOSS: Right.

13 MR. REDFERN: I'm thinking he signed.
14 Somebody purported to sign.

15 JUDGE DUKES: I know, but they
16 checked the ID for the restricted delivery, at least
17 they're supposed to. So if it's not restricted
18 delivery (inaudible) rules and, therefore, the
19 default, which as I've checked, is not based on the
20 publication but was based on, in fact, that
21 certified, would be invalid against Eric in the '18
22 case. Again, doing nothing to the '11 case. I
23 don't even think the LLC or corporation's a part of
24 the '18 case, right? So it almost doesn't even
25 matter. They don't even own anything, so what the

1 heck.

2 MR. MOSS: Right. They don't own
3 anything. Yeah.

4 JUDGE DUKES: So assume for the
5 moment I would issue that order which would be to
6 grant relief as to whatever portion of Susie's
7 estate did not pass to other Defendants and grant
8 relief to Eric. I don't know if that changes a
9 whole lot other than small portions of Susie's
10 estate for the future of this case and the parties
11 as you all are going to have to deal with one
12 another because I'm convinced that, you know, this
13 lien, of course, under our law attached to all three
14 pieces of property which may be far in excess of --
15 I don't know what the property's worth. But I don't
16 know.

17 I would hope that you would pursue the
18 insurance angle and see if there's way to resolve
19 that.

20 MR. MOSS: That's what I tried to do
21 last time, and I --

22 JUDGE DUKES: Right.

23 MR. MOSS: -- just can't get the
24 company -- I did get the company to call me back,
25 but --

1 JUDGE DUKES: Right.

2 MR. MOSS: I suspect they're going to
3 say the statute of limitations ran as well is what
4 I'm afraid of.

5 JUDGE DUKES: They still should have
6 -- well --

7 MR. REDFERN: It would have been an
8 easy defense.

9 JUDGE DUKES: Yeah. That's -- an
10 affirmative defense has to be raised --

11 MR. MOSS: I understand that. I
12 understand that.

13 JUDGE DUKES: But anyway, you know,
14 who knows? Who know what happened or what the
15 conversations were back then. I'm certainly not
16 going to throw any stones because somebody's not
17 here to defend themselves on what happened.

18 MR. MOSS: Right.

19 JUDGE DUKES: It may have all been
20 appropriate. There may be paperwork we don't have
21 in front of us, probably is. So I think I'm going
22 to do this. I think I'm going to get the Plaintiff,
23 if you all would drafted an order along the lines of
24 what I just said in rough draft and run it by
25 Mr. Moss.

1 MR. MOSS: Let me comment on it,
2 okay?

3 JUDGE DUKES: Yeah. And in the
4 meantime, I would hope that you all would attempt to
5 get together and see if there's some resolution of
6 this.

7 MR. MOSS: Yeah.

8 JUDGE DUKES: I am certain somewhere
9 along the lines there's a resolution to this
10 unfortunate situation.

11 MR. MOSS: Okay.

12 JUDGE DUKES: Anything else for this
13 court?

14 MS. GREGG: Just would you mind
15 clarifying what you want in the order. I took some
16 notes, some general notes.

17 JUDGE DUKES: We're here on Mr. Moss'
18 motion, basically, to set aside, I believe, the
19 default in the '18 case and allow an answer. I
20 think that's what --

21 MR. MOSS: Right.

22 JUDGE DUKES: -- we're here about.
23 In that motion, it mentioned the 2011 case. It
24 mentioned the 60 -- Rule 60 and all of that. It was
25 not a 2011 case motion. I -- you know, you are

1 going to say that, and I agree with you. However,
2 based on the nature of jurisdiction, which it never
3 achieved, cannot --

4 MR. MOSS: It was (inaudible).

5 JUDGE DUKES: -- be achieved and can
6 be challenged any time. Based on everything I've
7 heard today, I have three concerns, really.

8 One is that I do not believe that this
9 court or the court in the 2011 case ever had
10 jurisdiction over Susie based on the service. I'm
11 concerned, and I'll have to fill in this blank for
12 you, but I'd be happy to hear from the parties in
13 the interim whether or not the court in the 2011
14 case had jurisdiction over the LLC, which, again,
15 may -- is neither here nor there, but who knows.

16 And, again, I will let you all fill in the
17 blanks, if you would, if there's some law regarding
18 service in an unusual situation like that, but I'm
19 -- I would guess that it involved serving the
20 Secretary of State product, but I could be totally
21 wrong.

22 MR. MOSS: I got one like that right
23 now.

24 JUDGE DUKES: Okay. And then,
25 finally, with regard to, specifically, the 2018 case

1 and Eric, I'll find that it appears from the records
2 that he was not served by restricted delivery. And
3 at the default is based on the default of a receipt
4 of a restricted delivery certified mail which would
5 mean it would be appropriate to set aside default
6 with regard to Eric.

7 However, specifically, not modifying the
8 underlying judgment in the 2011 case which has been
9 argued ad nauseam here and appears appropriate in
10 all matters, all aspects.

11 So if you don't mind, take a crack at
12 that. Run it by Mr. Moss. Put wishy-washy words in
13 the Secretary of State portion because, honestly, I
14 don't have the answer. But, hopefully, by then, you
15 all will give me the thinking on that.

16 MR. MOSS: Thank you, Your Honor.

17 MS. GREGG: Thank you.

18 JUDGE DUKES: All right. Thank you
19 all so much.

20 MR. REDFERN: Thank you, sir.

21 JUDGE DUKES: Have a good day. That
22 will conclude the record.

23 (Whereupon, the hearing was concluded
24 at 1:13 p.m.)
25

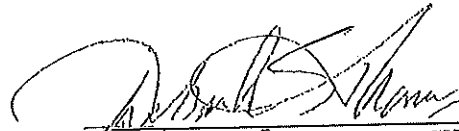
Certificate of Reporter

I, Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the hearing of 2011-CP-07-02743 and 2018-CP-07-00831, Kevin Holmes versus Studio Seven Club, Inc., et al, on the 20th day of May, 2019; and that the foregoing pages constitute a true and correct transcription of the said hearing.

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter delivered to Samuel S. Svalina, Esquire, Svalina Law Firm, PA, 186 Sea Island Parkway (29907), Post Office Drawer 1207, Beaufort, South Carolina 29901.

In witness whereof, I set my hand and sealed this 22nd day of August, 2021.



Deborah S. Thomas, CVRM
and Notary Public for the
State of South Carolina

My Commission
expires 2/7/28

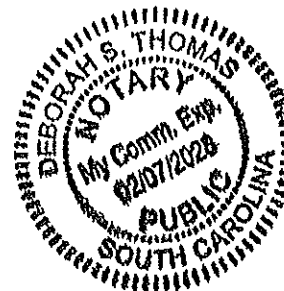


EXHIBIT 20

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2019-CP-07-01995
Ronnie L. Douglas, Eric J. Douglas,	)	MEMORANDUM IN OPPOSITION
Jacqueline Walker, Donna Harding,	)	TO DEFENDANT'S MOTION TO
Diane Brenda Spears,	)	DISMISS
	)	
Plaintiffs,	)	
v.	)	
	)	
Kevin Holmes,	)	
	)	
Defendant.	)	

The Plaintiff's Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding, and Diane Brenda Spears would submit the following Memorandum in Opposition to Defendant's Motion to Dismiss as follows:

HISTORY OF THE CASE

The original lawsuit filed on July 1, 2011, involves a shooting incident that occurred on or about July 5, 2008, and was entitled *Kevin Holmes v. Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas and Susie M. Douglas* under civil action number 2011-CP-07-02743. The suit alleged that the Defendant, Studio Seven Club, Inc., was at all times material to the suit was a corporation and/or business entity formed under the laws of the State of South Carolina. See attached Certificate of Incorporation stating that the headquarters for said Club was located at Rural Route #3, Box 358 K, **Burton, South Carolina**. [Emphasis added]. See attached Certificate of Incorporation attached hereto and made a part hereof as Exhibit "1". See also the Summons and Complaint attached hereto and made a part hereof as Exhibit "2".

On or about July 18, 2011, the Beaufort County Sheriff's Office served the Summons and Complaint on Erica Brown, Daughter of Eric Douglas, "residing at Studio Seven Club, Inc." at 23 Donaldson Camp Rd **Burton, South Carolina**. [Emphasis added]. See attached Affidavit of Service attached hereto and made a part hereof as Exhibit "3".

On or about July 25, 2011, Deputy Sheriff K. Knight of the Mecklenburg County Sheriff's Office stated that he served the Summons and Complaint on Donna Harding, daughter of Clinton Douglas and Susie Douglas at 5704 Beatties Ford Road, Mecklenburg County, North Carolina on behalf of Clinton Douglas and Susie Douglas. See attached Affidavit of Service attached hereto and made a part hereof as Exhibit "4".

On or about July 25, 2011, Deputy Sheriff K. Knight of the Mecklenburg County Sheriff's Office stated that he served the Summons and Complaint on Donna Harding, daughter of Clinton Douglas and Susie Douglas at 5704 Beattie Ford Road, Mecklenburg County, North Carolina on behalf of Susie Douglas. See attached Affidavit of Service attached hereto and made a part hereof as Exhibit "5". Of significant importance is the fact that Susie Douglas died on or about April 3, 2009, approximately two (2) years prior to the date of the alleged service and prior to the institution of this litigation. See attached Certificate of Death attached hereto and made a part hereof as Exhibit "6". Of additional importance is that no personal representative was appointed to represent the Estate of Susie Douglas, nor was anyone served in that capacity.

Thereafter, on or about August 9, 2011, Michelle R. Gratz, Senior Claims Examiner of Colony Specialty Insurance Company forwarded a letter to Samuel L. Svalina, Esquire, counsel for Kevin Holmes, requesting an extension of time within which to answer the Complaint. The extension was granted; and, responsive pleadings were due on September 16, 2011. See the letter attached hereto and made a part hereof as Exhibit "7".

On or about August 9, 2011, Duke R. Highfield, Esquire, of the firm Young, Clement Rivers, & Tisdale, LLP made an appearance in the case and forwarded a letter to Samuel S. Svalina, Esquire, requesting a thirty (30) day extension of time to forward responsive pleadings on or before September 16, 2011. See the letter attached hereto and made a part hereof as Exhibit "8". That extension request was granted.

On November 16, 2012, and based upon the misrepresentations of the Plaintiff and/or counsel, the Honorable Jerri Roseneau as the Beaufort County Clerk of Court entered an "Entry

of Default as to Defendant Susie M. Douglas”, “Entry of Default as to Defendant Studio Seven Club, Inc.”, “Entry of Default as to Defendant Eric Douglas”, and “Entry of Default as to Defendant Clinton R. Douglas”. See attached Entries of Default attached hereto and made a part hereof as Exhibit “9”.

Nearly four (4) years later, on November 2, 2015, the Plaintiff filed a Notice of Motion and Motion for Default Judgment against all defendants. On November 16, 2015, Kelli Phifer executed a Certificate of Filing and Service of the Motion and the Affidavit of Default by regular mail to Duke R. Highfield, Esquire, Eric Douglas at 23 Donaldson Camp Road, **Beaufort**, [emphasis added] South Carolina, Clinton R. Douglas, at 5704 Beatties Ford Road, Charlotte, North Carolina 28216, and Susie M. Douglas, at 5704 Beatties Ford Road, Charlotte, North Carolina 28216. See attached Certificate of Service attached hereto and made a part hereof as Exhibit “10”.

On November 13, 2015, the Plaintiff forwarded the Plaintiff’s Notice of Motion and Motion for Default Judgment, Request for Damages Hearing, and Notice of Hearing by regular mail to Clinton R. Douglas in North Carolina, Studio Seven Club at 44 Donaldson Camp Road, **Beaufort, South Carolina** [Emphasis added], Eric Douglas at 23 Donaldson Camp Road, **Beaufort, South Carolina** [Emphasis added], The Estate of Susie Douglas, in North Carolina (which did not exist) and Studio Seven Club at 23 Donaldson Camp Road, **Beaufort, South Carolina**, [emphasis added]. See attached Certificate of Service executed by Clinton F. Redfern of the Svalina Law Firm, attached hereto and made a part hereof as Exhibit “11”. Rule 5(a) SCRCF states that notice of any trial or hearing on unliquidated damages shall also be given to parties in default by first class mail to the last known address of such party whether or not such party has appeared in the action. Studio Seven Club, Inc., and Eric Douglas’ last known address as shown by Exhibit 3 above was Burton, South Carolina, and therefore Studio Seven Club, Inc. nor Eric Douglas were ever served with notice of the default hearing. As such the Default should be set aside to these parties due to misrepresentation and failure to receive notice.

Most importantly, Duke Highfield, Esquire, who made an appearance as attorney for all the Defendants in this matter, and did not move to be relieved of said responsibility, was never served with the Notice of Hearing as required pursuant to Rule 55(b)(2), SCRCP, which states in pertinent part as follows:

... If the party against whom judgment by default is sought has appeared in the action, the party (or, if appearing by representative, the party's representative) shall be served with written notice of the motion or application for judgment at least 3 days prior to the hearing on such application. ...Pursuant to Rule 5(a), notice of any trial or hearing on unliquidated damages shall also be given to parties in default by first class mail to the last known address of such party whether or not such party appeared in the action.

On November 23, 2015, the Plaintiff obtained a Default Judgement against the Defendants, Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and Susie Douglas in the amount of \$483,000.00.

No parties had actual notice of any proceeding until the 2018 case was filed in and effort to execute on a judgment against the individual Defendants rather than the corporation without piercing the corporate veil.

ARGUMENT

This judgment fails for a number of reasons. First and foremost, the judgment is against three (3) individuals one of whom was deceased (Susie Douglas) prior to the institution of this action. Secondly and of most importance, the Plaintiff was required to pierce the corporate veil. Plaintiff alleged that Studio Seven Club, Inc. was a corporation existing under the laws of South Carolina. *Drury Development Corporation v. Foundation Insurance Company*, 380 S.C. 97, 668 S.E. 2d 798 (2008) held that in general, equitable principles govern the veil-piercing remedy in an action against a corporation. The Plaintiff made no attempt to pierce the corporate veil but instead, let the Court believe that placing judgment against the individual officers was proper.

In *Drury* "[a] corporation will be looked upon as a legal entity until sufficient reason to the contrary appears". The case also states that "the party seeking to pierce the corporate veil has the burden of proving that the doctrine should be applied". Here there is no allegation of fraud

Donna Harding; Brenda Spears; Darrell Douglas under case number 2018-CP-07-00831 to attempt to collect on the judgment previously returned as Nulla Bona in the 2011 matter referenced above. The Defendants in that action filed a Notice of Motion and Motion to Appear and Answer Complaint, which was granted in part by the Honorable Marvin H. Dukes, on January 13, 2020. A copy of that Order is attached hereto and made a part hereof as Exhibit "16". Judge Dukes permitted Eric J. Douglas to Answer the Complaint and this matter remains pending.

It should be noted that if the Estate of Clinton R. Douglas and Susie M. Douglas exists, it is located in Mecklenburg County, North Carolina, and that apparently, no claim regarding the \$483,000.00 judgment was made. The Plaintiffs are informed and believe that no ancillary administration was filed in Beaufort County, South Carolina for Susie M. Douglas nor was any estate filed in Mecklenburg County, North Carolina filed for Susie M. Douglas.

It appears that the properties at issue were jointly held in the names of Clinton R. Douglas and Susie M. Douglas, which were the subject of a quiet title action against the Heirs of Stephen Ramsey, see the Amended Lis Pendens filed with this Court which is attached hereto and made a part hereof as Exhibit "17". The sale of these properties was ordered in total disregard for the location of the corporate entity known as Studio Seven which was located on only one parcel and thereafter, an Order Vacating Foreclosure Judgement and Notice of Sale was entered April 23, 2019.

On August 29, 2019, the Plaintiffs herein filed the instant case. This action sets out the timeline from the previous actions and alleges that the Notice of hearing for Default Judgment was never served the Defendants in the 2011 litigation, as set out herein, and that they had no knowledge of same until the 2018 matter was filed and served upon them.

Based upon the documentation contained herein, Kevin Holmes, by and through his counsel, knew or should have known the last known addresses of the parties to the actions as shown by the Affidavits of Service therein. Whether by intentional act or typographical error, the Defendants in the 2011 action were not served with notice, but most importantly, their counsel,

Duke Highfield, never received notice of said hearing when counsel knew that he represented the Defendants.

The instant action is brought to set aside the judgment obtained in the initial action based upon fraud, misrepresentation or other misconduct of the Defendant, Kevin Holmes.

Rule 55(c) SCRCF states: Setting Aside Default: 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).

Rule 60(b)(2) SCRCF states: Relief From Judgment Or Order (B) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc. 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:(2)newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b).

Rule 60(b)(3) SCRCF Relief From Judgment Or Order states (3) fraud, misrepresentation, or other misconduct of an adverse party.

Rule 60 SCRCF does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court.

The Plaintiffs herein allege fraud, misrepresentation, and misconduct with regard to notice of the default judgment and have shown the same by the argument and exhibits attached hereto.

The Defendant in his Motion to Dismiss allege that Jacqueline Walker, Donna Harding, and Diane Brenda Spears were not parties to the original action and were not entitled to notice. This argument fails in that these parties are the heirs at law of the Defendant Susie Douglas, who was deceased two (2) years before the 2011 action was commenced. As such, these parties should either have been the Defendants in that matter or at least been given notice.

Therefore, Defendants' Motion to Dismiss should be dismissed with fees and costs assessed to the Defendant, Kevin Holmes, and that this matter should proceed to trial.

FILED 2020 JUL 21 4 13 PM - BEAUFORT - COMMON PLEAS - CASE#20190701995

Respectfully submitted,

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
James H. Moss, Esquire
SC Bar #4220
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
July 21, 2020

EXHIBIT 21

[ZIP Code™ by Address \(/zip-code-lookup.htm?byaddress\)](/zip-code-lookup.htm?byaddress)

[ZIP Code™ by City and State \(/zip-code-lookup.htm?bycitystate\)](/zip-code-lookup.htm?bycitystate)

[Cities by ZIP Code™ \(/zip-code-lookup.htm?citybyzipcode\)](/zip-code-lookup.htm?citybyzipcode)

[FAQs](#)

Look Up a ZIP Code™ [FAQs](#)

Go to

ZIP Code™ by Address

You entered:

44 DONALDSON CAMP ROAD
BEAUFORT SC

If more than one address matches the information provided, try narrowing your search by entering a street address and, if applicable, a unit number. **Edit and search again.** ([zip-code-lookup.htm?byaddress](/zip-code-lookup.htm?byaddress))

44 DONALDSON CAMP RD
BEAUFORT SC 29906-

[Look Up Another ZIP Code™](#)

[Edit and Search Again \(/zip-code-lookup.htm?byaddress\)](/zip-code-lookup.htm?byaddress)

[ZIP Code™ by Address \(/zip-code-lookup.htm?byaddress\)](#)

[ZIP Code™ by City and State \(/zip-code-lookup.htm?bycitystate\)](#)

[Cities by ZIP Code™ \(/zip-code-lookup.htm?citybyzipcode\)](#)

[FAQs](#)

Look Up a ZIP Code™ FAQs

Go to

ZIP Code™ by Address

You entered:

23 DONALDSON CAMP ROAD
BEAUFORT SC

If more than one address matches the information provided, try narrowing your search by entering a street address and, if applicable, a unit number. **Edit and search again.** ([zip-code-lookup.htm?byaddress](#))

23 DONALDSON CAMP RD
BEAUFORT SC 29906-8854

[Look Up Another ZIP Code™](#)

[Edit and Search Again \(/zip-code-lookup.htm?byaddress\)](#)

EXHIBIT 22

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2018 CP-07-00831

Kevin Holmes

Clinton R. Douglas, et al.

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 matter came before me on Defendants Eric J. Douglas and Ronnie L. Douglas' Motion for Reconsideration, filed July 10th, 2019. After hearing from parties I hereby deny the motion.

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)
N/A	N/A	\$N/A
		\$
		\$
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.

EEEBRONIALX-FILED 2020-07-10 10:03:33 AM - BEAUFORT - COMMON PLEAS - CASE#20190700831

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:

Laura A. Gregg

Samuel S. Svalina

ATTORNEY(S) FOR THE PLAINTIFF(S)

Benjamin T. Coppage

James H. Moss

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: N/A

ELECTRONICALLY FILED 2022-06-09 06:39:03 AM - BECAUFCOURT - COMMON PLEAS - CASE#201802P0706897



Beaufort Common Pleas

Case Caption: Kevin Holmes VS Clinton R Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2020-01-13 09:03:46 page 3 of 3

ELECTRONICALLY FILED 2020-01-13 09:03:46 AM BEAUFORT COMMON PLEAS COURT CASE # 2018CP0700831

SVALINA LAW FIRM, P.A.

ATTORNEYS AT LAW

186 SEA ISLAND PARKWAY

POST OFFICE DRAWER 1207

BEAUFORT, SOUTH CAROLINA 29901

TELEPHONE: (843) 524-0333 * FAX: (843) 524-4233

EMAIL: Jacob@svalinalawfirm.com

SAMUELS.SVALINA
SAMUEL L. SVALINA
(1935 - 2013)

JACOB M. HUGHES
ASSOCIATE

June 15, 2022

VIA E-FILE

The Honorable Donald B. Hocker
Circuit Court Judge
P.O. Box 972
Laurens, South Carolina 29360

Re: *Ronnie L. Douglas et al. v. Kevin Holmes*
Civil Action No.: 2019-CP-07-01995

Dear Judge Hocker:

In the above action, Defendant Kevin Holmes' Motion for Summary Judgment appears on the Beaufort County motions roster, June 30, 2022, beginning at 10:00 A.M.

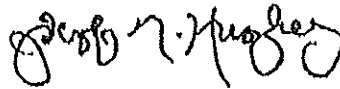
I am writing the Court to supplement Defendant's Motion with excerpts from the deposition of Duke Raleigh Highfield, Esquire. Please see the attached exhibit.

Thank you very much.

With kindest regards, I am

Sincerely,

SVALINA LAW FIRM, P.A.



Jacob M. Hughes

Enclosure

cc: Laura Alliman Gregg, Esquire
James H. Moss, Esquire

EXHIBIT 23

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

11

1 receiving the Summons and Complaint. If I had
2 received it, it would have been from
3 Mr. Svalina.

4 Q Okay.

5 So you were writing him back and
6 telling him about a Summons and Complaint that
7 you had indicating the Case Number and the claim
8 number?

9 A Well, no. There is -- I am going to
10 refer to your Plaintiff's Exhibit 2 -- I think
11 it is Plaintiff's Exhibit 2, which I was
12 contacted by Colony Specialty on that same date,
13 August 9, 2011, about this litigation; and the
14 indication was that they had requested an
15 extension from Mr. Svalina, and I was asked to
16 confirm that, which is what I did in this
17 letter. Confirmed that Mr. Svalina had provided
18 an extension to Studio Seven, and that was the
19 extent of what I did.

20 Q Okay.

21 Well, did you ever receive the
22 Pleadings to the case?

23 A I do not have any recollection of
24 receiving the Pleadings. I may have. I just
25 don't recall because I never opened a file to



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

12

1 work on this matter.

2 Q With whom did you contact at Colony
3 Insurance Company?

4 A That would have been -- again, this is
5 based on the letter. You see at the bottom of
6 Exhibit 1 it says cc Michelle Gratz at Colony
7 Insurance Company. That would have been who was
8 in touch with me about her getting an extension
9 from Mr. Svalina.

10 Q Okay.

11 So basically Michelle Gratz from the
12 insurance carrier said she had gotten an
13 extension from Mr. Svalina?

14 A Yes, and I was asked to confirm that;
15 which is what I did by this letter.

16 Q Did you follow up anything after that
17 confirmation?

18 A That is the only thing that I did.

19 Q Well, I would like to introduce that
20 letter as Exhibit 1.

21 It apparently has some attachments to
22 it, is that correct?

23 A The exhibit that I have has a -- yes,
24 it has a certified mail receipt.

25 Q Okay.



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

15

1 Q Okay, that you were not involved?

2 A That is correct.

3 Q Did you ever receive any contact back
4 from this Michelle Gratz, I guess it is called,
5 in Exhibit 1? Did you ever receive any more
6 contact from her?

7 A The only thing I received was something
8 along the lines of there is no coverage, and you
9 can close -- you don't have to do anything.
10 Close your file if you have one, and I didn't
11 have a file for this particular matter.

12 Q Do you have a letter to that effect, or
13 was that something she called and told you?

14 A I do not have a letter. This is just
15 my recollection, because again it is so long
16 ago.

17 Q And so she told you basically there was
18 no coverage, so don't worry about it?

19 A That is to the best of my recollection,
20 yes; because I didn't do anything after that.

21 Q Do you know when that call was made to
22 you?

23 A Well, it would have been sometime in
24 the fall of 2011. It would have been right
25 about the same time as the date of these



COASTAL COURT REPORTING & VIDEO SERVICES

800-791-1100

www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

19

1 A Yes, it says that. Yes.

2 Q You have no recollection of anything
3 with regard to this file except for talking to
4 Colony?

5 A Well no, that is not correct.

6 Q Okay.

7 A Having reviewed as I just spoke to with
8 Mr. Moss, having reviewed Plaintiff's Exhibit 1,
9 I am aware of that letter; and I am aware now of
10 Plaintiff's Exhibit 2, which was the letter from
11 Michelle Gratz to the Svalina Law Firm.

12 Exhibit 3 is addressed to the Beaufort
13 County Clerk of Court, not to me. I am not
14 saying this wasn't copied to me, but I don't
15 have any recollection of receiving this
16 Exhibit 3.

17 Q Did you open a file in this matter?

18 A I did not.

19 Q Do you believe by confirming the
20 extension of time for Studio Seven and all the
21 other Defendants that you were an attorney for
22 the Defendants?

23 A I do not believe it.

24 Q I am sorry, what?

25 A I do not believe it.



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

20

1 MR. BROWN: I am sorry, you were
2 talking over each other.

3 MR. MOSS: Give the question
4 again. I think you were talking over
5 each other.

6 BY MR. SVALINA:

7 Q When you confirmed the extension of
8 30 days, do you believe that at any point in
9 time you represented Studio Seven, any of the
10 Douglas's, or any of the Defendants?

11 A No, I do not believe that. I was not
12 retained to represent them in this matter.

13 Q When was the first time you were
14 contacted by Jim Moss about this matter?

15 A I have a recollection of Mr. Moss
16 reaching out to me four years ago, five years
17 ago, something like that, asking in essence what
18 everyone, what you have been asking as well, was
19 I involved in this matter and what did I know
20 about it. And as I recall again a long time ago
21 I told him I hadn't been involved, that I
22 confirmed an extension that your father had
23 already given to Colony, and that was all in the
24 same day of -- I am sorry, August 9, 2011.

25 Q Do you know of anything that you have



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

21

1 or any document from Colony other than the
2 letter by -- that is listed as Exhibit 2?

3 A No, I do not.

4 Q Did Colony Specialty ever send you the
5 policy?

6 A I don't have any idea with respect to
7 this matter they would have sent me anything
8 else.

9 Q I am sorry, in regards to this matter?

10 A No, they would not have sent the
11 policy, because I wasn't retained to represent
12 the Defendants in this matter.

13 Q My father gave the extension on
14 August 9, 2011?

15 A Yes. According to Exhibit 2, yes.

16 Q Do you have any documentation other
17 than what has been presented today?

18 A I do not.

19 Q Why do you believe by confirming an
20 extension of time for a Complaint that you have
21 not established an attorney-client relationship
22 with any Defendants or any Defendants Studio
23 Seven or that are listed on the Exhibit 2?

24 MR. BROWN: Objection to form.

25 BY MR. SVALINA;



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

22

1 Q Or Exhibit 1?

2 MR. BROWN: The same objection.

3 THE WITNESS: Well, I don't want
4 to get semantical, but this is not a
5 belief. I was not retained to
6 represent these parties with respect to
7 this matter. I was asked to confirm an
8 extension that Colony obtained on
9 behalf of Studio Seven and that is what
10 I did, it was a courtesy.

11 BY MR. SVALINA:

12 Q Have any documents been requested of
13 you or of Colony Specialty since August 9, 2011?

14 A I cannot speak for Colony. I cannot
15 speak for Colony.

16 With respect to me both Mr. Moss and
17 Mr. Hughes and your office requested whatever I
18 had, which was in essence Exhibit 1, which I
19 know I sent to Mr. Hughes a few months ago; or I
20 recall sending to him I should say. And as
21 again as I recall I sent the same letter to
22 Mr. Moss four or five years ago.

23 Q Hold on a second.

24 A Sure.

25 Q Since August 9, 2011 through 2021 and



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

24

1 A No, I would not have been involved in
2 looking at any of the coverage issues, whatever
3 those may or may not have been.

4 Q Were you in any way called or asked to
5 participate in Case Number 20 -- hold on one
6 moment.

7 A Sure.

8 Q In Case Number -- hold on. The wrong
9 case.

10 Were you asked to participate in any
11 way in the case with 2018 CP-07-00831 in front
12 of Marvin Dukes, the Judge, Judge Marvin Dukes?

13 A No, I have no recollection of this. I
14 don't recognize that 2018 Case Number. Like you
15 I have a lot of cases over the year. But 2018,
16 no. And again with this particular matter until
17 this deposition I have not had anything to do
18 with this matter since I confirmed that
19 extension back in 2011.

20 Q If an attorney-client relationship was
21 established, I would not be able to receive any
22 correspondence between you or Colony, your
23 client, correct?

24 MR. BROWN: Object to the form.

25 THE WITNESS: I don't know how to



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

25

1 answer that question.

2 I am not a -- I don't practice in
3 the realm of that. I mean I did not
4 have an attorney-client relationship
5 with the parties named to this case,
6 and I don't have any correspondence or
7 communication with the Defendants in
8 this case. So there was never an
9 attorney-client relationship with them
10 with respect to this matter.

11 BY MR. SVALINA:

12 Q Again, by your confirmation of the
13 extension, is it your opinion in practicing
14 32 years that you did not establish any type of
15 relationship between the Defendants and you in
16 any way by confirming on August 9, 2011 the
17 extension?

18 A That is correct. I did not establish
19 an attorney-client relationship with those
20 parties.

21 Q Do you or does your firm still
22 represent Colony Specialty?

23 A I don't know that my firm -- I don't
24 know that my firm's relationships with any
25 clients are a suitable topic of this deposition.



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

RONNIE L. DOUGLAS vs KEVIN HOLMES
2019-CP-07-01995 - DUKE HIGHFIELD

28

1 (Whereupon, a short break was
2 taken.)

3 BY MR. SVALINA:

4 Q I want to clarify because I used a
5 word, and I want to use another word to clarify.

6 Do you believe in any way by confirming
7 the extension that my father gave Colony
8 Specialty and the letter you wrote was in any
9 way an appearance in this matter?

10 MR. BROWN: Object to the form.

11 THE WITNESS: I do not.

12 BY MR. SVALINA:

13 Q Was that an appearance in this case?

14 A Correct, I do not believe that to be
15 the case.

16 Q I have no further questions.

17 MR. MOSS: I got no further
18 questions.

19 MADAM COURT REPORTER: Jim, I
20 guess you will take the original and an
21 electronic copy?

22 MR. MOSS: Yes.

23 I want to thank you for doing this
24 on short notice.

25 MADAM COURT REPORTER: Does



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100 www.coastalcourt.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2019-CP-07-1995
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding, and	)	NOTICE OF MOTION AND
Diane Brenda Spears,	)	MOTION FOR RECONSIDERATION
	)	
Plaintiffs,	)	
v.	)	
	)	
Kevin Holmes,	)	
	)	
Defendant.	)	

PLEASE TAKE NOTICE that the Plaintiffs, Ronnie L. Douglas, Eric J. Douglas Jacqueline Walker, Donna Harding, and Diane Brenda Spears, through their undersigned attorneys, hereby moves before the Honorable R. Ferrell Cothran, Jr., Beaufort County Court of Common Pleas for reconsideration, or to alter or amend the Order granting summary judgment filed on August 16, 2022, on the following grounds:

The Defendant's Motion for Summary Judgment was scheduled to be heard on July 22, 2022, before this Court. At the call of the hearing, the Defendant argued that this matter had already been dismissed by the Honorable D.L. Jefferson. After argument concerning that issue only, the Court advised Plaintiffs' counsel that he had ten (10) days to respond to that allegation. The motion for Summary Judgment was not heard.

On July 27, 2022, Plaintiffs' counsel forwarded correspondence to the Court as requested, with a copy to all counsel. A copy of that correspondence and the Order of the Honorable D.L. Jefferson denying Defendant's Motion to Dismiss is attached hereto as Exhibit 1. Judge Jefferson's order clearly states the following on page two of the Form 4.

The motion will not be sustained if the facts alleged and the inferences reasonably deducible therefrom would entitle the plaintiff to relief on any theory of the case.... Viewed in the light most favorable to the non-moving party, the acts alleged and inferences deducible therefrom may entitle Plaintiff to relief on a theory of the case. Accordingly, the Motion is heard and respectfully Denied.

The Plaintiffs also filed their brief in opposition to Defendant's Motion to Dismiss, a copy of which is attached hereto as Exhibit 2 and subsequent Supplement To Memorandum In Opposition to Defendant's Motions to Dismiss to Include Exhibit 18 as Exhibit 3. If the Court would have permitted Plaintiffs to argue the Defendant's Motion for Summary Judgment, Plaintiffs would have resubmitted the attached Memorandum in Opposition to Defendant's Motion to Dismiss as their response to the Summary Judgment. The issues are identical. For the Court's use, attached is a copy of the Complaint in this case marked as Exhibit 4.

Defendant sent a responsive communication to the Court disregarding the fact that the Motion for Summary Judgment was not heard and did not address the Court's concern regarding the alleged dismissal. A copy of that communication is attached as Exhibit 5.

As a result, Plaintiffs' counsel ordered a copy of the Transcript on August 2, 2022, as shown by the attached Exhibit 6. The transcript has not yet been received.

The Plaintiffs' complaint in this action (Exhibit 4) is very clear and sets forth proof that was given to the Honorable Marvin H. Dukes, III, Master-In-Equity, on May 20, 2019, in civil actions 2018-CP-07-00831 and 2011-CP-07-02743 pursuant to an action to foreclose on a judgment that was previously issued in the 2011-CP-07-02743 matter. As shown on the attached pages 151-153 of the transcript of the hearing of May 20, 2019, attached as Exhibit 7, relating to Susie Douglas and whether there was jurisdiction in South Carolina. This is not only an operation of law, but a question of fact for a jury to decide.

Judge Dukes initially granted the foreclosure of the property; however, the Plaintiffs would point out that Judge Dukes vacated that Order on April 23, 2019, as attached hereto as Exhibit 8.

Further, Duke Highfield initially appeared for the Plaintiffs in this case, see attached deposition and exhibits showing that Mr. Highfield requested an extension of time to respond to the pleadings from not only the insurance carrier for Studio Seven, Inc., but also from Samuel S. Svalina, Esquire, both of which were granted. Mr. Highfield never filed an Answer on behalf of

Studio Seven and thereafter, the counsel for Kevin Holmes held Studio Seven in Default. Attached is a copy of the condensed deposition of Duke Highfied with accompanying exhibits marked as Exhibit 9.

Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP.

In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party. *Medical University of South Carolina v. Arnaud*, 360 S.C. 615, 602 S.E.2d 747 (2004). In other words, all ambiguities, conclusions, and inferences arising in and from the evidence must be viewed in the light most favorable to a nonmoving party. *Willis v. Wu*, 362 S.C. 146, 607 S.E.2d 63 (2004).

Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Gadson v. Hembree*, 364 S.C. 316, 613 S.E.2d 533 (2005). Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Nelson v. Charleston County Parks and Recreation Commission*, 362 S.C. 1, 605 S.E.2d 744 (Ct. App. 2004).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. *McCall v. State Farm Mutual Auto Insurance Company*, 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004).

Finally, because it is a "drastic remedy," summary judgment should be "cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues." *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (2005).

Based on the documents attached herein, it is clear that there are questions of fact to be decided by a jury and that Summary Judgment is not appropriate in this case.

Plaintiffs request that this Court vacate and/or reconsider its' Order dated August 16, 2022, granting summary judgment in favor of the Defendant.

Respectfully submitted,

MOSS, KUHN & FLEMING, P. A.

By: /s/ James H. Moss

1501 North Street
Post Office Box 507
Beaufort, SC 29901
843-524-3373
843-524-1302 (fax)

Beaufort, South Carolina
August 25, 2022

LAW OFFICES
MOSS & KUHN, P.A.

JAMES H. MOSS
H. FRED KUHN, JR.

1501 North Street, P. O. Drawer 507, Beaufort, South Carolina 29901-0507
TELEPHONE: 848-524-8878
FAX: 848-524-1802

July 27, 2022
Via Email Only
RCothranSC@secourts.org

Honorable R. Ferrell Cothran

RE: Ronnie L. Douglas, et al. V. Kevin Holmes
Case Number: 2019CP0701995

Dear Judge Cothran:

As you know, this matter was set before you on July 22, 2022, in Beaufort County on Defendant's Motion for Summary Judgment. Your Honor was of the opinion that this case had been dismissed by Judge Jefferson. Your Honor asked me to provide documentation to show otherwise within ten (10) days.

Enclosed is a copy of the Order denying the Defendant's Motion to Dismiss that was entered by Judge Jefferson in this matter on July 28, 2020. This very order is the reason that the Defendant filed a Motion for Summary Judgment on September 15, 2021, and a supplement on June 15, 2022. You will note that the order information clearly states, "This Order does not end the case."

The e-filed documents in this case show the progression of filings since this Order. They include the Defendant's Motion for Summary Judgment as well as a Scheduling Order filed on November 9, 2021. If this case was dismissed there would not have been a need for these filings.

There is another case involving these parties and counsel that is still pending under civil action number 2018CP0700831 which should not be confused with this case.

Please ask the Clerk to reschedule the Motion for Summary Judgment in this matter as soon as possible.

MOSS & KUHN, P.A.

James H. Moss

ikmc

Enclosure

C: Laura A. Gregg, Esquire
Samuel L. Svalina, Esquire
Jacob M. Hughes, Esquire



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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP0701995

Ronnie L Douglas et al
PLAINTIFF(S)

Kevin Holmes
DEFENDANT(S)

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ 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 matter came before the Court on July 28, 2020 on Defendant Kevin Holmes's Motion to Dismiss, filed June 11, 2020. Representing the Plaintiff was James H. Moss, Esq. Representing the Defendant was Laura A. Gregg, Esq. This Motion is disposed of without the necessity of a hearing pursuant to the Chief Justice's April 3, 2020 Order, As Amended April 22, 2020, Section (c)(4). The Motion was listed on the Beaufort County Motions Roster dated July 28, 2020 and published July 8, 2020.

A ruling on a motion to dismiss a claim pursuant to Rule 12(b)(6), SCRCP, must be based solely on the allegations set forth on the face of the complaint. United Educational Distributors, LLC, v. Educational Testing Service, 350 S.C. 7, 13, 604 S.E.2d 324, 328 (Cl. App. 2002).

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/28/2020.

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in these counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

The motion will not be sustained if the facts alleged and the inferences reasonably deducible therefrom would entitle the plaintiff to relief on any theory of the case. *Washington v. Lexington County Jail*, 337 S.C. 400, 404, 523 S.E.2d 204, 206 (Ct. App. 1999); *McCormick v. England*, 328 S.C. 627, 632-33, 494 S.E.2d 431, 433 (Ct. App. 1997). "[A] judgment on the pleadings is considered to be a drastic procedure by our courts." *Russell v. City of Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991). Therefore, pleadings in a case should be construed liberally and the trial court and this Court must presume all well pled facts to be true so that substantial justice is done between the parties. See *Justice v. Pantry*, 330 S.C. 37, 42, 496 S.E.2d 871, 874 (Ct. App. 1998). "The cause of action should not be struck merely because the court doubts the plaintiff will prevail in the action." *McCormick*, 328 S.C. at 633, 494 S.E.2d at 434. Further, "a novel issue should not be summarily decided on a 12 (b)(6) motion." *Kelger v. Citgo, Coastal Petroleum Inc.*, 326 S.C. 369, 373, 482 S.E.2d 792, 794 (Ct. App. 1997). Viewed in the light most favorable to the non-moving party, the facts alleged and inferences deducible therefrom may entitle Plaintiff to relief on a theory of the case. Accordingly, the Motion is heard and respectfully Denied.



. Beaufort Common Pleas

Case Caption: Ronnie L Douglas , plaintiff, et al VS Kevin Holmes
Case Number: 2019CP0701995
Type: Order/Electronic Form 4

IT IS SO ORDERED>

s/D.L. Jefferson Chief Administrative Judge 2128

Electronically signed on 2020-07-28 15:19:34 page 3 of 3

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Ronnie L. Douglas, Erle J. Douglas,
Jacqueline Walker, Donna Harding,
Diane Brenda Spears,

Plaintiffs,

v.

Kevin Holmes,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NUMBER: 2019-CP-07-01995

MEMORANDUM IN OPPOSITION
TO DEFENDANT'S MOTION TO
DISMISS

The Plaintiff's Ronnie L. Douglas, Erle J. Douglas, Jacqueline Walker, Donna Harding, and Diane Brenda Spears would submit the following Memorandum in Opposition to Defendant's Motion to Dismiss as follows:

HISTORY OF THE CASE

The original lawsuit filed on July 1, 2011, involves a shooting incident that occurred on or about July 6, 2008, and was entitled *Kevin Holmes v. Studio Seven Club, Inc., Erle Douglas, Olinton R. Douglas and Susie M. Douglas* under civil action number 2011-CP-07-02743. The suit alleged that the Defendant, Studio Seven Club, Inc., was at all times material to the suit was a corporation and/or business entity formed under the laws of the State of South Carolina. See attached Certificate of Incorporation stating that the headquarters for said Club was located at Rural Route #3, Box 358 K, Burton, South Carolina. [Emphasis added]. See attached Certificate of Incorporation attached hereto and made a part hereof as Exhibit "1". See also the Summons and Complaint attached hereto and made a part hereof as Exhibit "2".

On or about July 18, 2011, the Beaufort County Sheriff's Office served the Summons and Complaint on Erica Brown, Daughter of Erle Douglas, "residing at Studio Seven Club, Inc." at 23 Donaldson Camp Rd Burton, South Carolina. [Emphasis added]. See attached Affidavit of Service attached hereto and made a part hereof as Exhibit "3".



On or about July 26, 2011, Deputy Sheriff K. Knight of the Mecklenburg County Sheriff's Office stated that he served the Summons and Complaint on Donna Harding, daughter of Clinton Douglas and Susie Douglas at 5704 Beattie Ford Road, Mecklenburg County, North Carolina on behalf of Clinton Douglas and Susie Douglas. See attached Affidavit of Service attached hereto and made a part hereof as Exhibit "4".

On or about July 26, 2011, Deputy Sheriff K. Knight of the Mecklenburg County Sheriff's Office stated that he served the Summons and Complaint on Donna Harding, daughter of Clinton Douglas and Susie Douglas at 5704 Beattie Ford Road, Mecklenburg County, North Carolina on behalf of Susie Douglas. See attached Affidavit of Service attached hereto and made a part hereof as Exhibit "5". Of significant importance is the fact that Susie Douglas died on or about April 3, 2009, approximately two (2) years prior to the date of the alleged service and prior to the institution of this litigation. See attached Certificate of Death attached hereto and made a part hereof as Exhibit "6". Of additional importance is that no personal representative was appointed to represent the Estate of Susie Douglas, nor was anyone served in that capacity.

Thereafter, on or about August 9, 2011, Michelle R. Gratz, Senior Claims Examiner of Colony Specialty Insurance Company forwarded a letter to Samuel L. Svalina, Esquire, counsel for Kevin Holmes, requesting an extension of time within which to answer the Complaint. The extension was granted; and, responsive pleadings were due on September 16, 2011. See the letter attached hereto and made a part hereof as Exhibit "7".

On or about August 9, 2011, Duke R. Highfield, Esquire, of the firm Young, Clement Rivers, & Tisdale, LLP made an appearance in the case and forwarded a letter to Samuel S. Svalina, Esquire, requesting a thirty (30) day extension of time to forward responsive pleadings on or before September 16, 2011. See the letter attached hereto and made a part hereof as Exhibit "8". That extension request was granted.

On November 16, 2012, and based upon the misrepresentations of the Plaintiff and/or counsel, the Honorable Jerri Rosenbaum as the Beaufort County Clerk of Court entered an "Entry

of Default as to Defendant Susie M. Douglas", "Entry of Default as to Defendant Studio Seven Club, Inc.", "Entry of Default as to Defendant Eric Douglas", and "Entry of Default as to Defendant Clinton R. Douglas". See attached Entries of Default attached hereto and made a part hereof as Exhibit "9".

Nearly four (4) years later, on November 2, 2015, the Plaintiff filed a Notice of Motion and Motion for Default Judgment against all defendants. On November 16, 2015, Kelli Philfer executed a Certificate of Filing and Service of the Motion and the Affidavit of Default by regular mail to Duke R. Highfield, Esquire, Eric Douglas at 23 Donaldson Camp Road, Beaufort, [emphasis added] South Carolina, Clinton R. Douglas, at 6704 Beatties Ford Road, Charlotte, North Carolina 28216, and Susie M. Douglas, at 6704 Beatties Ford Road, Charlotte, North Carolina 28216. See attached Certificate of Service attached hereto and made a part hereof as Exhibit "10".

On November 13, 2015, the Plaintiff forwarded the Plaintiff's Notice of Motion and Motion for Default Judgment, Request for Damages Hearing, and Notice of Hearing by regular mail to Clinton R. Douglas in North Carolina, Studio Seven Club at 44 Donaldson Camp Road, Beaufort, South Carolina [Emphasis added], Eric Douglas at 23 Donaldson Camp Road, Beaufort, South Carolina [Emphasis added], The Estate of Susie Douglas, in North Carolina (which did not exist) and Studio Seven Club at 23 Donaldson Camp Road, Beaufort, South Carolina, [emphasis added]. See attached Certificate of Service executed by Clinton R. Redfern of the Sullivan Law Firm, attached hereto and made a part hereof as Exhibit "11". Rule 5(a) SCROC states that notice of any trial or hearing on unliquidated damages shall also be given to parties in default by first class mail to the last known address of such party whether or not such party has appeared in the action. Studio Seven Club, Inc., and Eric Douglas' last known address as shown by Exhibit 3 above was Burton, South Carolina, and therefore Studio Seven Club, Inc. nor Eric Douglas were ever served with notice of the default hearing. As such the Default should be set aside to these parties due to misrepresentation and failure to receive notice.

Most importantly, Duke Highfield, Esquire, who made an appearance as attorney for all the Defendants in this matter, and did not move to be relieved of said responsibility, was never served with the Notice of Hearing as required pursuant to Rule 55(b)(2), SCRCP, which states in pertinent part as follows:

... If the party against whom judgment by default is sought has appeared in the action, the party (or, if appearing by representative, the party's representative) shall be served with written notice of the motion or application for judgment at least 3 days prior to the hearing on such application. ... Pursuant to Rule 5(a), notice of any trial or hearing on unliquidated damages shall also be given to parties in default by first class mail to the last known address of such party whether or not such party appeared in the action.

On November 23, 2015, the Plaintiff obtained a Default Judgment against the Defendants, Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and Susie Douglas in the amount of \$483,000.00.

No parties had actual notice of any proceeding until the 2018 case was filed in and effort to execute on a judgment against the individual Defendants rather than the corporation without piercing the corporate veil.

ARGUMENT

This judgment fails for a number of reasons. First and foremost, the judgment is against three (3) individuals one of whom was deceased (Susie Douglas) prior to the institution of this action. Secondly and of most importance, the Plaintiff was required to pierce the corporate veil. Plaintiff alleged that Studio Seven Club, Inc. was a corporation existing under the laws of South Carolina. *Drury Development Corporation v. Foundation Insurance Company*, 380 S.C. 97, 668 S.E. 2d 798 (2008) held that in general, equitable principles govern the veil-piercing remedy in an action against a corporation. The Plaintiff made no attempt to pierce the corporate veil but instead, let the Court believe that placing judgment against the individual officers was proper.

In *Drury* "[a] corporation will be looked upon as a legal entity until sufficient reason to the contrary appears". The case also states that "the party seeking to pierce the corporate veil has the burden of proving that the doctrine should be applied". Here there is no allegation of fraud

or misrepresentation by the corporate entity. In the instant case, no effort was made to pierce the corporate veil. Further, "[I]n applying the veil-piercing doctrine, the equities of both sides are to be considered, and each case must be decided on its own particular facts."

On or about February 23, 2018, three (3) years after the obtained default judgment, Laura A. Gregg, Esquire, of the Gregg Law Firm forwarded an Execution of Judgment to the Office of the Sheriff of Beaufort County which she incorrectly stated that the judgment was entered on November 23, 2011, when in fact it was November 23, 2016. See attached Execution of Judgment attached hereto and made a part hereof as Exhibit "12". Additionally, the Beaufort County Clerk of Court attempted to provide documentation to the Defendants herein using the addresses provided by the Plaintiff set forth above. Attached hereto are copies of the returned envelopes clearly marked "wrong address" and dated December 3, 2016, as Exhibit "13". Notwithstanding, the Sheriff forwarded a "Nulla Bona" return and certified that after a diligent search, he was unable to locate any property in the names of the Defendants. See letter dated February 28, 2018, from the Beaufort County Sheriff's Office attached hereto as Exhibit "14".

The Court must be made aware that prior to the Plaintiff's attempt to execute on the judgment, Clinton R. Douglas died on August 29, 2016, in the state of Georgia. See attached Georgia Death Certificate attached hereto and made a part hereof as Exhibit "15".

Whereafter, the Plaintiff Kevin Holmes, by and through his attorney Laura A. Gregg, Esquire instituted an action entitled Kevin Holmes v. The Estates of Clinton R. Douglas and Susie Douglas, John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker;

Danna Harding; Brenda Spears; Darrell Douglas under case number 2018-CP-07-00831 to attempt to collect on the judgment previously returned as Nulla Bona in the 2011 matter referenced above. The Defendants in that action filed a Notice of Motion and Motion to Appear and Answer Complaint, which was granted in part by the Honorable Marvin H. Dukes, on January 13, 2020. A copy of that Order is attached hereto and made a part hereof as Exhibit "16". Judge Dukes permitted Eric J. Douglas to Answer the Complaint and this matter remains pending.

It should be noted that if the Estate of Clinton R. Douglas and Susie M. Douglas exists, it is located in Mecklenburg County, North Carolina, and that apparently, no claim regarding the \$483,000.00 judgment was made. The Plaintiffs are informed and believe that no ancillary administration was filed in Beaufort County, South Carolina for Susie M. Douglas nor was any estate filed in Mecklenburg County, North Carolina filed for Susie M. Douglas.

It appears that the properties at issue were jointly held in the names of Clinton R. Douglas and Susie M. Douglas, which were the subject of a quiet title action against the Heirs of Stephen Ramsey, see the Amended Lis Pendens filed with this Court which is attached hereto and made a part hereof as Exhibit "17". The sale of these properties was ordered in total disregard for the location of the corporate entity known as Studio Seven which was located on only one parcel and thereafter, an Order Vacating Foreclosure Judgement and Notice of Sale was entered April 23, 2019.

On August 29, 2019, the Plaintiffs herein filed the instant case. This action sets out the timeline from the previous actions and alleges that the Notice of hearing for Default Judgment was never served the Defendants in the 2011 litigation, as set out herein, and that they had no knowledge of same until the 2018 matter was filed and served upon them.

Based upon the documentation contained herein, Kevin Holmes, by and through his counsel, knew or should have known the last known addresses of the parties to the actions as shown by the Affidavits of Service therein. Whether by intentional act or typographical error, the Defendants in the 2011 action were not served with notice, but most importantly, their counsel,

Duke Highfield, never received notice of said hearing when counsel knew that he represented the Defendants.

The instant action is brought to set aside the judgment obtained in the initial action based upon fraud, misrepresentation or other misconduct of the Defendant, Kevin Holmes.

Rule 55(c) SCRCP states: *Setting Aside Default*: 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).

Rule 60(b)(2) SCRCP states: *Relief From Judgment Or Order (B) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc.* 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: (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b).

Rule 60(b)(3) SCRCP *Relief From Judgment Or Order* states (3) fraud, misrepresentation, or other misconduct of an adverse party.

Rule 60 SCRCP does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court.

The Plaintiffs herein allege fraud, misrepresentation, and misconduct with regard to notice of the default judgment and have shown the same by the argument and exhibits attached hereto.

The Defendant in his Motion to Dismiss allege that Jacqueline Walker, Donna Harding, and Diane Brenda Spears were not parties to the original action and were not entitled to notice. This argument fails in that these parties are the heirs at law of the Defendant Susie Douglas, who was deceased two (2) years before the 2011 action was commenced. As such, these parties should either have been the Defendants in that matter or at least been given notice.

Therefore, Defendants' Motion to Dismiss should be dismissed with fees and costs assessed to the Defendant, Kevin Holmes, and that this matter should proceed to trial.

Respectfully submitted,

MOSS, KUHN & PLEMING, P.A.

By: s/James H. Moss
James H. Moss, Esquire
SC Bar #4220
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
July 21, 2020

Wyo State of South Carolina } **CERTIFICATE OF INCORPORATION**
 EXECUTIVE DEPARTMENT } BY THE SECRETARY OF STATE

WITNESSETH, that on the 21st day of July, 1995, at the City of Columbia, South Carolina, the following persons, to-wit:

Two or more of the officers or agents appointed to execute or manage the affairs of

the said organization, to-wit:

which has been duly and regularly organized, did on the 21st day of February, 1995, at the City of Columbia, South Carolina, a written declaration setting forth that at a meeting of the said organization, the following resolutions of the said organization, they were authorized and directed to execute for incorporation:

That the said organization holds its offices to hold property in common for religious, educational, social, national, charitable or other discretionary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than as above stated, nor for the insurance of life, health, accident or property and that three copies of the said declaration were filed in the County of Beaufort, South Carolina, and has been given that the aforesaid declaration would be filed.

Also WITNESSETH, that the said declaration and resolution further declared and affirmed:

FIRST: That the name and residence of the said organization is as above given.

SECOND: That the name of the proposed corporation is as above given.

THIRD: That the place at which the proposed corporation has its headquarters or is located is as above given.

FOURTH: That the purpose of the said proposed corporation is, namely and exclusively for the general, benevolent, educational, religious, and other purposes, and not for pecuniary gain. All operating profits shall inure exclusively to the benefit of Beaufort County (General Hospital).

FIFTH: The names and residences of all directors, officers or other officers are as follows:
 Clinton H. Douglas, 913 Duke St., Columbia, SC President
 John H. Douglas, 913 Duke St., Columbia, SC Secretary/Treasurer
 Robert H. Vaux, 76 Simpson Lane, Hilton Head Island, SC Executive Director

SIXTH: That they desire to be incorporated in perpetuity.

Now, therefore, I, JOHN W. HAMMILL, Secretary of State, by virtue of the authority in me vested by Chapter 61, Title 63, Code of 1976 and Acts amendatory thereto, do hereby declare the said organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by said Chapter 61, Title 63, Code of 1976 and Acts amendatory thereto.

GIVEN under my hand and the seal of the State, at Columbia, this 21st day of February, in the year of our Lord one thousand nine hundred and ninety five and in the two hundred and seventh year of the Independence of the United States of America.

JOHN W. HAMMILL,
 Secretary of State.



ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

ELECTRONICALLY FILED - 2020 Jul 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

REPRODUCED FROM DOCUMENT
NORTH CAROLINA DEPARTMENT OF ARCHIVES AND HISTORICAL RECORDS
COLUMBUS, OH
50 Series, Vol. 1, Entry 1, Page 1
1915-1916
St. John's Church, Erie, Pa.
1915-1916

ELECTRONICALLY FILED - 2020 Jul 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KEVIN HOLMES,

Plaintiff,

vs,

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS
and SUSIE M. DOUGLAS,

Defendants,

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 11-CP-07-021743

SUMMONS
(Jury Trial Requested)

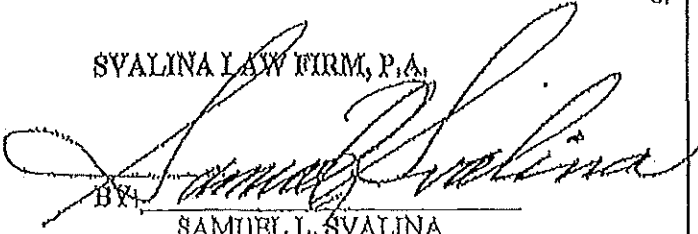
11 JUL -1 PM 1:00

TO: STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS,
and SUSIE M. DOUGLAS;

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this
action, a copy of which is herewith served upon you, and to serve a copy of your Answer to
said Complaint on the subscribers hereunder at their offices located at 601 Bladen Street, Post
Office Drawer 1207, Beaufort, South Carolina, 29901-1207, within thirty (30) days after the
service hereof, exclusive of the day of such service; and if you fail to answer the Complaint
within the time aforesaid, the Plaintiffs in this action will apply to the Court for the relief
demanded in said Complaint.

SVALINA LAW FIRM, P.A.

BY:


SAMUEL L. SVALINA
SAMUEL S. SVALINA
Post Office Drawer 1207
601 Bladen Street
Beaufort, South Carolina 29901-1207
(843) 524-0333 Phone
(843) 524-4233 Facsimile
ATTORNEYS FOR THE PLAINTIFF



Beaufort, South Carolina
July 1, 2011

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 11-CP-07-02743

KEVIN HOLMES,

Plaintiff,

COMPLAINT
(Jury Trial Requested)

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SUSIE M. DOUGLAS,

Defendants.

TO: THE ABOVE NAMED DEFENDANTS, STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS,

COME NOW, the Plaintiff, KEVIN HOLMES, complaining of the acts and/or
omissions of the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON
R. DOUGLAS, and/or SUSIE M. DOUGLAS, and allege as follows:

CAUSE OF ACTION FOR NEGLIGENCE AND RECKLESSNESS

1. That the Parties hereto, subject matter hereof, and all things and matters hereinafter alleged are within the jurisdiction of this Honorable Court.
2. That the Plaintiff, KEVIN HOLMES, was at all times hereinafter mentioned a resident of Beaufort County, South Carolina.
3. That, upon information and belief, the Defendant, STUDIO SEVEN CLUB, INC., is now and was at all times material hereto a corporation and/or business entity formed under the laws of the State of South Carolina.
4. That, upon information and belief, the Defendant, STUDIO SEVEN CLUB, INC., was at all times material hereto a club doing business as STUDIO SEVEN CLUB, INC., at 44 Donaldson Camp Road in Beaufort County, South Carolina.

5. That, upon information and belief, the Defendant, ERIC DOUGLAS, was at all times hereto an owner, operator, manager, and/or in charge or in control of the Defendant, STUDIO SEVEN CLUB, INC.

6. That, upon information and belief, the Defendant, ERIC DOUGLAS, is now and was at all times hereto a citizen and resident of Beaufort County, South Carolina.

7. That, upon information and belief, the Defendants, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, were at all times hereto the owners of the property located at 44 Donaldson Camp Road in Beaufort County, South Carolina.

8. That, upon information and belief, the Defendants, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, were at all times herein owners, operators, managers, and/or in charge or control of the Defendant, STUDIO SEVEN CLUB, INC.

9. That, upon information and belief, during the early morning hours of July 5, 2008, the Plaintiff, KEVIN HOLMES, was on the premises and was a patron and/or customer of the Defendant, STUDIO SEVEN CLUB, INC., located at 44 Donaldson Camp Road.

10. That upon information and belief, the Plaintiff, KEVIN HOLMES, was pushed while on the premises of the Defendant, STUDIO SEVEN CLUB, INC., and turned around, and then was shot with a gun while inside the premises of the Defendant, STUDIO SEVEN CLUB, INC.

11. That upon information and belief, an unknown assailant shot KEVIN HOLMES with a gun. That the Plaintiff, KEVIN HOLMES, immediately fell to the ground whereby the Plaintiff's sister and others helped him into her vehicle, and she transported the Plaintiff to Beaufort Memorial Hospital.

12. That the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS,

CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, owed duties to the Plaintiff, KEVIN HOLMES, as herein listed; that the Defendants breached those duties; and that, as a proximate cause and result thereof, Plaintiff, KEVIN HOLMES, suffered injuries as herein described.

13. That the personal injuries and damages suffered by the Plaintiff, KEVIN HOLMES, were due to, caused solely by, and were the direct and proximate result of the negligence, carelessness, recklessness, willfulness, wantonness, and/or 'heedlessness of the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS and SUSIE M. DOUGLAS in one or more or all of the following particulars, to wit:

AS TO THE DEFENDANTS, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS and/or SUSIE M. DOUGLAS:

- a. In failing to provide adequate or any personal protection and/or security for the Plaintiff herein while he was a patron and/or customer of the Defendant, STUDIO SEVEN CLUB, INC. business establishment from attackers, assailants, criminals, thugs, and/or hoodlums;
- b. In failing to properly manage said business establishment known and/or customers thereof such as the Plaintiff, KEVIN HOLMES, was protected, safe, and secure from assailants, attackers, thugs, criminals, and/or hoodlums;
- c. In failing to adopt, establish, maintain, and enforce business, operating, safety, and security policies, procedures, rules, regulations, and/or standards of personal safety and security in order to protect his business patrons, customers, guests, visitors, invitees, and other persons, including the Plaintiff, KEVIN HOLMES, who was (were) lawfully or rightfully on said premises;
- d. In failing to timely and properly foresee and guard against and/or failing to warn against the hazards, risks, and dangers which existed on said business premises when an authorized person, patron, customer, guest, invitee, or any other person is (was) allowed to enter said premises of the Defendants carrying a weapon such as a loaded hand gun;
- e. In failing to do whatever was reasonably necessary to prevent the aforesaid assailant from shooting the Plaintiff, KEVIN HOLMES, with a gun on Defendants' business premises as aforesaid;
- f. In failing to do what was reasonably necessary in order to prevent the hazard, risk and danger of some person shooting the Plaintiff with a hand gun as occurred in this case;

- g. In failing to exercise ordinary or even slight care in the management of the safety and personal security of his, her, their, its business patrons and/or customers, invitees, guests, and visitors, including the Plaintiff herein;
- h. In failing to properly manage the aforesaid business of the Defendants known as STUDIO SEVEN CLUB, INC. so as to protect his, her, their, its patrons, customers, invitees, guests, and/or visitors including the Plaintiff, KEVIN HOLMES, from injury and harm while lawfully on said business premises;
- i. In failing to hire trained persons who were knowledgeable in this field of safety and personal security who could design appropriate and adequate policies, procedures, rules, regulations, warnings, and/or standards to protect its patrons, customers, invitees, guests, and visitors from injury and harm, including the Plaintiff, KEVIN HOLMES, caused by assailants, attackers, thugs, criminals, and/or hoodlums;
- j. In failing to properly and adequately train its employees, personnel, staff members, and other persons in order to protect its patrons, customers, invitees, guests and visitors, including the Plaintiff, KEVIN HOLMES, from injury and harm caused by assailants, attackers, thugs, criminals and/or hoodlums;
- k. In negligently failing to provide any or adequate security inside the premises of STUDIO SEVEN CLUB, INC., and to immediately intercede in any physical confrontation that may arise between patrons and/or assailants, attackers, thugs, criminals and/or hoodlums;
- l. In negligently failing to provide any or adequate training of the security staff and staff of STUDIO SEVEN CLUB, INC., to screen persons entering the premises, to ensure that there were no weapons, concealed or not, brought on the premises;
- m. In failing to have an adequate number of security staff and/or staff on the premises to intercede in altercations immediately and/or to protect the Plaintiff, KEVIN HOLMES, from injury and harm;
- n. In negligently hiring security and/or other staff for STUDIO SEVEN CLUB, INC.;
- o. In failing to intercede and/or prevent the shooting of the Plaintiff, KEVIN HOLMES;
- p. In creating a foreseeable risk of third party criminal conduct, namely, the criminal conduct of the shooter involved in shooting the Plaintiff herein, by reason of the reputation of the business place and character of the business;
- q. In failing to protect against the reasonable foreseeable risk of third party criminal conduct;

ELECTRONICALLY FILED - 2020 Jul 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

- e. In failing to follow its security policies and procedures so as to provide a safe premises for the protection of patrons, customers, invitees, guests, and visitors, including the Plaintiff, KEVIN HOLMES, herein;
- f. In failing to monitor the entrance and crowd for potential persons who were patrons and customers who could become problematic or violent or cause injury and harm to patrons, customers, invitees, guests, and visitors, including the Plaintiff, KEVIN HOLMES, herein;
- g. In failing to secure and maintain the premises in a reasonably safe condition and/or to ensure the reasonable safety of invitees, namely the Plaintiff, KEVIN HOLMES, on the premises;
- h. In failing to employ a sufficient number of security guards, employees, agents, and/or workers on the night of the incident to ensure the reasonable safety of invitees, namely the Plaintiff, KEVIN HOLMES;
- i. In failing to employ a sufficient number of security guards, employees, agents, and/or workers on the night of the incident to protect against the reasonable foreseeable criminal, negligent, and/or wrongful acts of third parties;
- j. In failing to alert security and patrons that a person with a gun had entered the premises of STUDIO SEVEN CLUB, INC.;
- k. In failing to use the degree of care and caution that a reasonably prudent business entity would have used under the circumstances then and there prevailing;
- l. In any other negligent or reckless act(s) or omission(s) which may be revealed in conducting discovery in this case and/or at trial;
- m. In all other ways being negligent, reckless, and/or intentional;
- aa. That the negligence and recklessness of the Defendant, STUDIO SEVEN CLUB, INC., is imputed to the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS and that the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS are vicariously liable for all of the negligent, reckless, willful, wanton, and/or heedless acts and omissions of the Defendant, STUDIO SEVEN CLUB, INC., as set forth in this Paragraph Thirteen (13) subparts (a) through (z), of this Complaint, committed in the course of and within the scope of their respective bailor/bailee, lessor/lessee, owner, license holder, employee/employer, master/servant and/or principal/agent relationship(s), including any ostensible or apparent agency relationships, contractual relationships, corporate relationships, family and/or other relationships; and
- bb. That the negligent and/or other wrongful acts or omissions of the Defendant, STUDIO SEVEN CLUB, INC., as set forth above in Paragraph Thirteen (13)

subparagraphs (a) through (z) are imputed to the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, because at the time and place of the incident, Defendant, STUDIO SEVEN CLUB, INC., was upon information and belief, the owner, operator, manager, employee, apparent employee, agent, apparent agent, servant, apparent servant, partner of, and/or otherwise engaged in a joint venture or other business and/or personal operation with the Defendants, ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS;

14. That, by reason of the negligence, carelessness, recklessness, willfulness, wantonness, and/or heedlessness of the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS, and SUSIE M. DOUGLAS, as set forth herein, and as a direct and proximate result thereof, the Plaintiff, KEVIN HOLMES, suffered severe and permanent physical, mental, and emotional injuries and other damages in the following particulars, to wit:

As to Plaintiff, KEVIN HOLMES:

- (a) The Plaintiff, KEVIN HOLMES, sustained injuries to his whole body, including, but not limited to his head, neck, back, legs and/or arms;
- (b) Further, the Plaintiff, KEVIN HOLMES, suffered emotional distress as a result of the shooting;
- (c) Because of his injuries and as a result of the shooting, the Plaintiff, KEVIN HOLMES, has incurred substantial economic losses and damages, including but not limited to expensive medical treatment programs, including, hospitalizations, painful physical therapy, and medical care;
- (d) Because of his injuries and as a result of the shooting, the Plaintiff, KEVIN HOLMES, has suffered physical impairments, disabilities, and other injuries related to the compromised condition of his body due to the shooting, such injuries which he would not have suffered but for the shooting;
- (e) As a result of the shooting, the Plaintiff, KEVIN HOLMES, suffers, has suffered, and likely will continue to suffer severe and chronic pain, physical injury, and severe discomfort;
- (f) Because of his injuries and as a result of the shooting, the Plaintiff, KEVIN HOLMES, has suffered and continues to suffer from emotional distress;
- (g) The ability of the Plaintiff, KEVIN HOLMES, to participate in work and

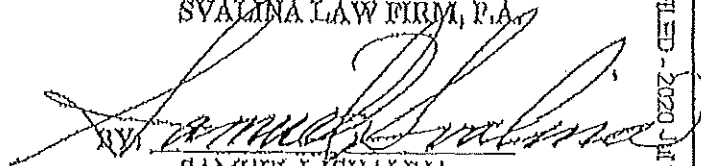
recreational activities has been limited and severely impaired and will most probably be substantially limited and impaired in the future;

- (h) As a result of his physical injuries, the Plaintiff, KEVIN HOLMES, has suffered and experienced, and will most probably continue to suffer and experience non-economic losses and damages for the rest of his life, including, but not limited to:
- (1) Physical injury or dysfunction;
 - (2) Permanent physical impairment;
 - (3) Permanent pain and suffering;
 - (4) Permanent emotional distress;
 - (5) Permanent physical disfigurement or scarring; and
 - (6) Permanent impairment of his enjoyment of living.
- (i) Because of the physical and mental impairments and disabilities he has suffered, the Plaintiff, KEVIN HOLMES, has suffered and experienced, and will most probably continue to suffer and experience, an impairment of his enjoyment of living for the rest of his life;
- (j) The Plaintiff, KEVIN HOLMES, has incurred medical expenses, and he will most probably continue to incur expenses for medical care and treatment in the future;
- (k) The Plaintiff, KEVIN HOLMES, has suffered and experienced, and will most probably continue to suffer and experience, economic losses, including, but not limited to, medical expenses and lost wages, as a result of these injuries;
- (l) The Plaintiff, KEVIN HOLMES, has been injured in other ways, all to his substantial detriment; and
- (m) The, as the Plaintiff, KEVIN HOLMES, is informed and believes, he has sustained Actual Damages in an amount in excess of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), and an appropriate amount of Punitive Damages to be determined by a Jury, together with costs and disbursements of this action and other damages this Court deems just and proper.

WHEREFORE, the Plaintiff, KEVIN HOLMES, demands judgment against the Defendants, STUDIO SEVEN CLUB, INC., ERIC DOUGLAS, CLINTON R. DOUGLAS and SUSIE M. DOUGLAS, for Actual Damages, in an amount in excess of THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS, and an appropriate amount of

Punitive Damages to be determined by the Jury, together with costs and disbursements of this action and any other damages this Court deems just and proper.

SYVALINA LAW FIRM, P.A.



SAMUEL L. SYVALINA

SAMUEL S. SYVALINA

601 Bladen Street

Post Office Drawer 1207

Beaufort, South Carolina 29901-1207

(843) 524-0333 Phone

(843) 524-4233 Fax

ATTORNEYS FOR THE PLAINTIFF

Beaufort, South Carolina
July 1, 2011

Beaufort County Sheriff's Office
P.J. Tanner, Sheriff
PO Box 1738
Beaufort, S.C. 29901

State of South Carolina
County Of Beaufort

Attorney: SAMUEL L SVALINA

Case Number: 11CP07

Plaintiff: KEVIN HOLMES

"VS"

Defendant: STUDIO SEVEN CLUB, INC

Service Of: STUDIO SEVEN CLUB, INC.

Address: 44 DONALDSON CAMP RD
BURTON

AFFIDAVIT OF SERVICE

PERSONALLY comes the undersigned, who sways on oath that on the 18th day of July, 2011, at 10:22, he/she served the SUMMONS AND COMPLAINT on STUDIO SEVEN CLUB, INC by delivering unto BRUCE BROWN, DAUGHTER OF BRUCE DOUGLAS A PERSON OF AGE AND DISCRETION RESIDING WITH STUDIO SEVEN CLUB, INC, at 28 DONALDSON CAMP RD BURTON 29906 personally copy(ies) thereof. Service of process was made in accordance with applicable statutes and the Rules of Civil Procedure in effect at the time of service.

Notary Statement

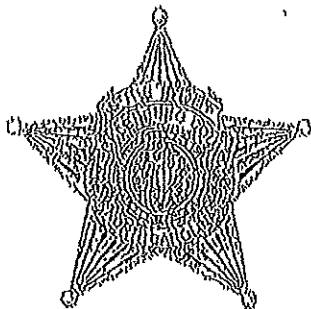
WORE to before me on the 19th day of July, 2011.

[Signature]
Notary Public for The State of South Carolina

My Commission Expires 3/25/18

[Signature]
MALPHUR





Macklenburg County
Sheriff's Office

Paul H. Hutto
Sheriff
Vallie H. Hutto
Chief Deputy Sheriff
700 West Fourth Street
Charlotte, NC 28202
T 704-336-2099
F 704-336-4131
www.macklenburgsheriff.com

State of North Carolina
County of Mecklenburg

AFFIDAVIT OF PERSONAL SERVICE

PERSONALLY APPEARED before me, the undersigned authority, K Knight X8139
Deputy Sheriff of Mecklenburg County, so being duly sworn, deposes and says that in the
County of Mecklenburg, State of North Carolina, serving the defendants by the laws governing
service of Civil Process within the State of North Carolina, he/she delivered to the within named
defendant(s) at the following time(s) and place(s) to wit:

Defendant(s)/ Respondent(s): Clifton Douglas, Shelia M. Douglas
Case Number: 11 CP 07 01995

On: (Date) 20 day of July 2021 at (Time) 0934 PM

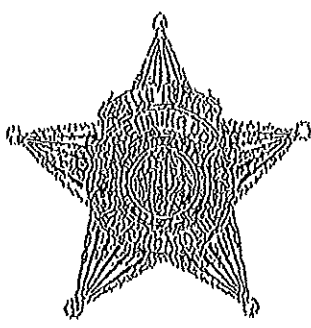
- Was served by delivering to the defendant/ respondent named above a copy of the
Complaint on the listed date and time listed above.
- By leaving a copy with Donna Harding Colquhoun for the defendant/ respondent
listed above at the address of 8701 Barlow Road on the date and
time listed above.
- The defendant was not served for the following reason:

Paul H. Hutto, Jr.
Sheriff Mecklenburg County NC

By: K Knight X8139
Deputy Sheriff
Mecklenburg County Sheriff's Office

Sworn to and subscribed before me,
SYNTHIA H. Hutto, on 20 day of July 2021
Notary Public
My commission expires 11/11/2022
MECKLENBURG COUNTY





Mecklenburg County
Sheriff's Office

Daniel S. Kelley
Sheriff
Vickie H. Kautou
Chief Deputy Sheriff
700 West Fourth Street
Charlotte, NC 28202
704-381-2100
1704-381-1314
www.mecklenburgnc.com

State of North Carolina
County of Mecklenburg

AFFIDAVIT OF PERSONAL SERVICE

PERSONALLY APPEARED before me, the undersigned authority, K. Kelley, Jr. KB129
Deputy Sheriff of Mecklenburg County, so being duly sworn, deposes and says that in the
County of Mecklenburg, State of North Carolina, serving the defendants by the laws governing
service of Civil Process within the State of North Carolina, he/she delivered to the within named
defendant(s) at the following time(s) and place(s) to wit:

Defendant(s)/ Respondent(s): Susie M. Douglas
Case Number: U & P 078788

On: (Date) 25 day of July 2021 at: (Time) 0830 am/pm

- Was served by delivering to the Defendant/ Respondent named above a copy of the
Complaint on the listed date and time listed above.
- By leaving a copy with Dawn Harding (daughter) for the defendant/ respondent
listed above at the address of 3701 Beaufort Road Rd on the date and
time listed above.
- The defendant was not served for the following reason:

Daniel S. Kelley, Jr.,
Sheriff Mecklenburg County NC

By: K. Kelley, Jr. KB129
Deputy Sheriff
Mecklenburg County Sheriff's Office

Sworn to and subscribed before me,
_____, day of July, 2021

Notary Public
My commission expires: My Commission Expires June 7, 2018

MECKLENBURG COUNTY, NC



STATE OF NORTH CAROLINA
OFFICE OF THE CLERK OF SUPERIOR COURT

MECKLENBURG COUNTY
REGISTER OF DEEDS - HEALTH DEPARTMENT
CHARLOTTE, NORTH CAROLINA

CERTIFICATE OF DEATH

THIS CERTIFICATE IS TO BE FILLED OUT BY THE REGISTRAR OF DEATHS
ON THE BASIS OF THE REPORT OF THE PHYSICIAN



SUMMARY

DATE OF DEATH

PLACE OF DEATH

CAUSE OF DEATH

EXAMINER

LOCATION

I hereby certify that this is a true and correct reproduction of the original
record filed in Mecklenburg County.

Witness my hand and official seal this 27th day of May 2002.

DAVID HANBERRY, MD
HEALTH DEPARTMENT

DAVID HANBERRY
REGISTER OF DEEDS

JOHN W. DEWITT, JR., CLERK OF SUPERIOR COURT

COLONY SPECIALTY

MEMPHIS, TENN



August 6, 2011

Svalina Law Firm
 Attn: Sam Svalina
 Fax to 648 624 4228

Re: Our Insured	Studio 7 Club, Inc.
Our Claim #	TBD
Date of Appointment	07/04/2011
Claimant	Kayla Holmes

Dear Mr. Svalina:

Colony was first made aware today of the lawsuit filed against Studio 7 Club, Inc. by Kayla Holmes regarding a shopping incident that occurred on 07/04/2011. My understanding is the Answer to the lawsuit is due tomorrow, 08/10/2011. I've requested a copy of the Complaint and Summons from Ms. Boesinger with your firm. Additionally, I would like a copy of any correspondence sent to Colony's Insured, Studio 7 Club, Inc. by your firm.

In order for Colony to investigate coverage for the matter, I am requesting a 30 day extension until 08/09/2011 for a response from Colony's Insured to the Complaint. If this is agreeable to you, please confirm this granted extension in writing to me at my email address below. Your professional courtesy is appreciated.

I can be reached at phone 800 677 8614 x8048 and email mcralz@colony-specialty.com. My mailing address is P.O. Box 66122, Richmond VA 23265.

Sincerely,

Michelle R. Gratz, AIC
 Senior Claims Examiner
 Colony National Insurance Company

I HEREBY GRANT DEMANDANT, STUDIO SEVEN CLUB, INC., d/b/a STUDIO 7 CLUB, INC., A THIRTY (30) DAY EXTENSION TO ANSWER THE SUMMONS AND COMPLAINT WHICH WAS SERVED ON THE JULY 18, 2011, THEREBY MAKING THE RESPONSIVE PLEADING DUE BY SEPTEMBER 18, 2011.

OO: File

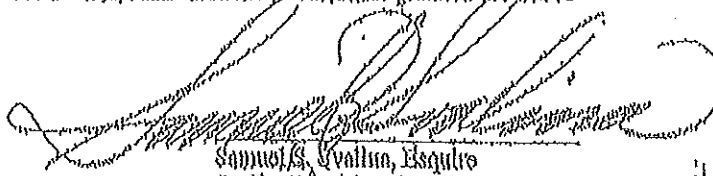
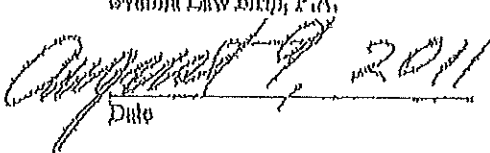
Samuel L. Svalina, Attorney for Plaintiff, Kayla Holmes
 Date:

P.O. Box 116122
 Richmond, VA 23285-6122
www.colony-specialty.com

T 800.677.6614
 T 804.500.4031

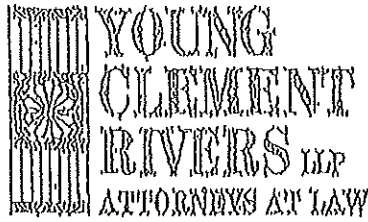
Re: Kayla Robinson v. Studio Seven Club, Inc., Allen Douglas, Clinton R. Douglas, and
Stella M. Douglas
Case No.: 2011-CP-07-02748
Cabin No.: 184920
Date of Filing: 7/8/2008

I hereby grant a standard thirty (30) day extension of time through and including September 16, 2011 to Studio Seven Club, Inc. to answer, make motions or otherwise plead in the above-referenced matter.


Samuel S. Gualina, Esquire
Gualina Law Group, P.A.

Date: August 7, 2011

Chancellor
28 North Street
Box 993
Beaufort, SC 29901-0993
Telephone (843) 577-4900
www.ycrllp.com

Other Office:
Columbia, SC



Dale R. Highfield

Direct Mail (43) 728-4486
Direct Mail (43) 672-4371
D-mail: dhighfield@ycrllp.com

August 9, 2011



VIA MAIL
Samuel S. Swann, Register
Swann Law Firm, P.A.
P. O. Drawer 1207
Beaufort, SC 29901-1207

Re: Kevin Holmes v. Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and
Single M. Douglas
Case No. 2011-CV-07-02743
Chad No. 184920
Date of Loss 7/3/2011

Dear Sammy:

Please let this letter confirm my understanding that you have provided Studio Seven Club, Inc. with a 30-day extension of time in which to answer or otherwise plead. It is my understanding that Studio Seven Club was served on July 18, 2011; therefore, a responsive pleading would now be due on or before September 18, 2011. In that regard, I would appreciate your signing the enclosed and returning it to me via e-mail or snailmail.

Should you have any questions or concerns, please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP

Dale R. Highfield

cc: Michelle Kratz, Colony Insurance Company

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KEVIN HOLMES,

Plaintiff

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SUSAN M. DOUGLAS,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 11-CP-070743

MOTION OF DEFAULT AS TO
DEFENDANT SUSAN M. DOUGLAS

It appearing to this Court in and by that certain Affidavit of Default of
Samuel L. Synline, Esquire, counsel for the Plaintiff herein, that Susan M. Douglas was
shown by the Affidavits and attachment which are made a part hereof; and

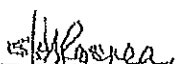
It further appearing that an Affidavit of Non-Military Service for Susan M. Douglas has
been filed with this Court; and

It further appearing that more than thirty (30) days have elapsed since the service of the
Summons and Complaint in this matter without an Answer being filed on behalf of Susan M.
Douglas in in default herein,

NOW, THEREFORE, on the Motion of Samuel L. Synline, counsel for the Plaintiff, it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared
to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes
of obtaining the relief requested in the previously filed pleadings herein, with appropriate
notification to Susan M. Douglas, at her last known address.

IT IS SO ORDERED,


Presiding Judge
Fourteenth Judicial Circuit

Beaufort, South Carolina

11-14, 2012



STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

KEVIN HOLMES,

Plaintiff,

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SYBIE M. DOUGLAS,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 11-CP-07-2743

NOTICE OF DEFAULT AS TO
DEFENDANT STUDIO SEVEN CLUB, INC.

RECEIVED
JUN 15 PM 2:53
CLERK OF COURT
BEAUFORT, NC

It appearing to this Court and by that certain Affidavit of Default of
Samuel L. Sealing, Esquire, counsel for the Plaintiff herein, that Studio Seven Club, Inc. was
served as shown by the Affidavits and attachments which go to make a part hereof and

It further appearing that an Affidavit of Non-Military Service for Studio Seven Club, Inc.
has been filed with this Court and

It further appearing that more than thirty (30) days have elapsed since the service of the
Summons and Complaint in this matter without an Answer being filed on behalf of Studio Seven
Club, Inc. is in default herein.

NOW, THEREFORE, on the Motion of Samuel L. Sealing, counsel for the Plaintiff it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared
to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes
of obtaining the relief requested in the previously filed pleadings herein, with appropriate
notification to Studio Seven Club, Inc., at the last known address.

IT IS SO ORDERED.

S. L. Sealing
Residing Judge
Beaufort Judicial Circuit

Beaufort, North Carolina.

11-14 2012

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
KEVIN HOLMES,

Plaintiff

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SUSAN M. DOUGLAS,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 11-CP-07-2743

ENTRY OF DEFAULT AS TO
DEFENDANT ERIC DOUGLAS

It appearing to this Court in and by that certain Affidavit of Plaintiff of
Samuel L. Swallin, Esquire, counsel for the Plaintiff herein, that Eric Douglas was served as
shown by the Affidavits and attachment which are made a part hereof; and

It further appearing that an Affidavit of Non-Military Service for Eric Douglas has been
filed with this Court; and

It further appearing that more than thirty (30) days have elapsed since the service of the
Summons and Complaint in this matter without an Answer being filed on behalf of Eric Douglas
is in default herein,

NOW, THEREFORE, on the Motion of Samuel L. Swallin, counsel for the Plaintiff it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared
to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes
of obtaining the relief requested in the previously filed pleadings herein, with appropriate
notification to Eric Douglas, at his last known address.

IT IS SO ORDERED.



Presiding Judge
Fourteenth Judicial Circuit

Beaufort, South Carolina

11/1/2012

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KEVIN HOLMES,

Plaintiff,

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SUSIE M. DOUGLAS,

Defendants.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 11-CP-07-2743

ENTRY OF DEFAULT AS TO
DEFENDANT CLINTON R. DOUGLAS

12:00 PM
JUL 21 2020

It appearing to this Court in and by that certain Affidavit of Default of Samuel L. Svallhaug, Esquire, counsel for the Plaintiff herein, that Clinton R. Douglas was served as shown by the Affidavits and attachment which are made a part hereof; and

It further appearing that an Affidavit of Non-Military Service for Clinton R. Douglas has been filed with this Court; and

It further appearing that more than thirty (30) days have elapsed since the service of the Summons and Complaint in this matter without an Answer being filed on behalf of Clinton R. Douglas is in default herein.

NOW, THEREFORE, on the Motion of Samuel L. Svallhaug, counsel for the Plaintiff, it is

HEREBY ORDERED, that the above entitled matter be and the same hereby is declared to be in default, and that the same be scheduled by the Clerk of Court for a hearing for purposes of obtaining the relief requested in the previously filed pleadings herein, with appropriate notification to Clinton R. Douglas, at his last known address,

IT IS SO ORDERED.

S. J. P. [Signature]
Presiding Judge
Fourteenth Judicial Circuit

Beaufort, South Carolina

11-14, 2012

ELECTRONICALLY FILED - 2020 Jul 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 11-CP-07-2743

KRYVIN HOLMES,

Plaintiff

CHRYSTIANE OT TILING AND
SERVICE

vs.

STUDIO SIXTEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SUSIE M. DOUGLAS,

Defendants

The undersigned, an employee of Beall Law Firm, P.A., hereby avers that on the 16th day of November, 2012, she caused with the Beaufort County Clerk of Court's Office the original Affidavit of Default, Affidavit of Non-Military Service and Entry of Default as to all Defendants in Civil Action No. 2011-CP-07-2743; and that on the 20th of November, 2012, she served copies of the same upon the following individuals by certified United States Mail, return receipt requested, with sufficient postage prepaid, at the addresses listed below:

Duke R. Highfield, Esquire
Yonah Clement Ryland, LLC
Post Office Box 991
Charleston, South Carolina 29402-0991

Mr. Eric Douglas
22 Donaldson Camp Road
Beaufort, South Carolina 29906

Mr. Clinton R. Douglas
3704 Bentles Ford Road
Charlotte, North Carolina 28216

Ms. Susie M. Douglas
3704 Bentles Ford Road
Charlotte, North Carolina 28216

By

[Signature]
Kelli M. Mink
Paralegal



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 11-CP-07-2743

KEVIN HOLMES,

Plaintiff,

vs.

STUDIO SEVEN CLUB, INC., ERIC
DOUGLAS, CLINTON R. DOUGLAS,
and SUSIE M. DOUGLAS,

Defendants.

CERTIFICATE OF SERVICE

2015 NOV 13 PM 4:10
CLERK OF COURT

This is to certify that the undersigned, on this date mailed via the United States Postal Service a true and correct copy of the foregoing Plaintiff's *Notice of Motion and Motion for Default Judgment, Request for Damages Hearing, and Notice of Hearing* with First Class Prepaid Postage to:

Mr. Clinton R. Douglas
5704 Beattles Ford Road
Charlotte, NC 28216
Defendant

The Estate of Susie M. Douglas
o/o Mr. Clinton R. Douglas as PR
5704 Beattles Ford Road
Charlotte, NC 28216
Defendant

Studio Seven Club, Inc.
44 Donaldson Camp Rd
Beaufort, SC 29906
Defendant

Studio Seven Club, Inc.
23 Donaldson Camp Rd
Beaufort, SC 29906
Defendant

Mr. Eric Douglas
23 Donaldson Camp Rd
Beaufort, SC 29906
Defendant

SVALINA LAW FIRM, P.A.

By: *C. F. Redfern*
Clinton F. Redfern

November 13, 2015
Beaufort, South Carolina



RECEIVED BY CLERK OF COURT FOR BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT
CASE NO.: 2011-CP-07-02743

Kevin Holmes,

Plaintiff,

v.

EXECUTION OF JUDGMENT
Judgment filed November 23, 2011
in the amount of \$483,000.00

Studio Seven Club Inc., Erlo Douglas,
Clinton R. Douglas, and Susie M. Douglas,

Defendants,

TO THE SHERIFF OF BEAUFORT COUNTY:

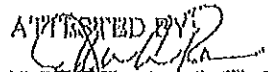
Judgment was rendered in the above-captioned action against Defendants Studio Seven Club Inc., Erlo Douglas, Clinton R. Douglas, and Susie M. Douglas (the "Judgment Debtors") in favor of Kevin Holmes in the amount set forth above, together with any other amounts accruing pursuant to the Order Granting Judgment Against Defendants in Default, which has been entered in the Judgement Roll filed in the Office of the Clerk of Court for Beaufort County. A true and correct copy of the Order Granting Judgment Against Defendants in Default is attached hereto as Exhibit A. The judgment remains unpaid in its entirety.

Therefore, we request that you satisfy the Judgment out of the personal property of Judgment Debtors within Beaufort County, or if sufficient personal property cannot be found, then out of the real property in Beaufort County belonging to Judgment Debtors on the day the judgment was docketed in Beaufort County or at any time thereafter in whose ever possession it may be, and return this Execution according to law to the Clerk of Court of Beaufort County.

OREGG LAW FIRM, LLC


Laura A. Oregg, Esquire
P.O. Box 601
Port Royal, SC 29935
(843) 505-6566
lorogg@oregglawsc.com
Attorney for Plaintiff

Beaufort, SC
December 29, 2017

ATTESTED BY:

Clerk of Court for the County of Beaufort
This 10 day of January 2017



RECEIVED 2022 AUG 27 2:06 PM - BEAUFORT - COMMON PLEAS : CASE#2019CP0701995

"NULLA BONA" 2/25/18 I have searched
after diligent search, I have been unable to locate any prop-
erty in the name of the defendant on which to levy and the
writ of execution is being returned to the Clerk of Court for
Beaufort County, marked "nulla bona" as return date.

Shirley

ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

ELECTRONICALLY FILED - 2020 Jul 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

2011-2-27-13



JERRI ANN ROSENEAU
CLERK OF COURT
P.O. Drawer 1128
Beaufort, South Carolina 29901

2025 AUG -8 PM 2:22

STUDIO SEVEN CLUB, INC.
23 DONALDSON CAMP ROAD
BEAUFORT, SOUTH CAROLINA 29906

Wrong Address

Studio Seven Club, Inc
23 Donaldson Camp Road
Beaufort, SC 29906

WILE 235 SE 1882 08/27/25

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
PARCEL TO BE RETURNED

SC 25501112873 -0554-25501-25-02
indemnity and consequential damages shall be limited to the

~~2025 AUG 25~~



ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

ELECTRONICALLY FILED - 2020 Jul 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995



JERRI ANN ROSENEAU
CLERK OF COURT
P.O. Drawer 1123
Beaufort, South Carolina 29901

2025 DEC -8 PM 2:22

CLERK OF COURT
BEAUFORT, SOUTH CAROLINA

Miss M. Donaldson
44 Donaldson Camp Road
Beaufort, SC 29901

RE: MIE

2025 FEB 18 10:05 AM 2025/02/18

NOT DELIVERABLE AS ADDRESS
UNKNOWN TO POSTAL SERVICE

2025 FEB 18 10:05 AM 2025/02/18
MAILING SERVICE - 2025-02-18

2011-27413

ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

ELECTRONICALLY FILED - 2020 Jul 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995



JERRI ANN ROSENEAU
CLERK OF COURT
P.O. Drawer 1128
Beaufort, South Carolina 29901

EXTRACTION SC
23000 2015 PM

2011-27-22

CLERK OF COURT
BEAUFORT, SOUTH CAROLINA

Sister M. Douglas
23 Donaldson Camp Road
Beaufort, SC
NINE

WJWZ
N

255 FE 1 8812/24/25

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO RECOVER

SC 29901-2528 2011-27-22
http://www.beaufortsc.gov/

2011-27-23

ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

ELECTRONICALLY FILED - 2020 JUL 21 4:03 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995



JERRI ANN ROSENEAR
CLERK OF COURT
P.O. Drawer 1128
Beaufort South Carolina 29516

2222

22

1000

Clinton R. Douglas
23 Donaldson Camp Road
Beaufort, SC 29916
853-2323

[illegible]

THE UNIVERSITY OF CHICAGO
CHICAGO, ILL. 60637
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250

2743 - 1108



P. J. Tanner
Sheriff

OFFICE OF SHERIFF
BEAUFORT COUNTY
POST OFFICE BOX 1758
BEAUFORT, SOUTH CAROLINA 29901

AREA CODE (843)
SHERIFF 265-3721
CHIEF DEPUTY 265-3722
CRIMINAL RECORDS 265-3723
CRIMINAL WARRANTS 265-3724
CIVIL RECORDS 265-3725
JUDGMENTS 265-3726
FAX 265-3727
WEB SITE www.beaflaw.com

FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

February 23, 2018

Laura A. Gregg, Esquire
Post Office Box 601
Port Royal, South Carolina 29935

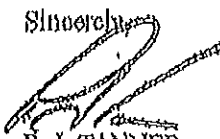
Re: Kevin Holmes vs Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and
Susie M. Douglas
Judgment Roll No: 2011CP0702743

Dear Sir or Madam:

This is to inform you that the Execution Against Property in the above referenced matter
is being forwarded to the Clerk of Court for Beaufort County and stamped as follows:

"NULLA BONA" February 23, 2018. I hereby certify that, after diligent search, I
have been unable to locate any property in the name of the defendant on which to
levy and the within Execution is being returned to the Clerk of Court for Beaufort
County, "NULLA BONA", as of this date by request of the Plaintiff's Attorney.

Sincerely,


P. J. TANNER
SHERIFF

PJTJ/ol

cc: Clerk of Court



SCANNED
8/23/22



Beaufort County Sheriff's Office... "Collected, Professional Service"

GEORGIA DEATH CERTIFICATE

Date of Death: 2018080000000000

1. DECEASED'S LEGAL FULL NAME (Last, First, Middle, Last)		2. SEX		3. DATE OF BIRTH (MM/DD/YYYY)	
SOUTH CAROLINA		MALE		08/08/1931	
4. SOCIAL SECURITY NUMBER		5. AGENCY (County)		6. DATE OF DEATH (MM/DD/YYYY)	
250-44-0020		00		08/08/2018	
7. BIRTHPLACE		8. COUNTY OF BIRTH		9. CITY/TOWN	
SOUTH CAROLINA		SOUTH CAROLINA		CHARLOTTE	
10. STREET AND NUMBER		11. ZIP CODE		12. HUSBAND'S CITY/TOWN	
5704 BATTLES FORGE ROAD		28216		YVIE	
13. USUAL OCCUPATION		14. TYPE OF DEATH (Natural, Accidental, Suicide, Homicide)		15. PLACE OF DEATH	
SINCE 1990		NATURAL		HOSPITAL	
16. MARITAL STATUS		17. DECEASED'S NAME		18. DECEASED'S FULL NAME (Last, First, Middle, Last)	
WIDOWED		SOUTH CAROLINA		JOHN DAVID	
19. HUSBAND'S NAME (Last, First, Middle, Last)		20. HUSBAND'S CITY/TOWN		21. HUSBAND'S ZIP CODE	
JOHN DAVID		SOUTH CAROLINA		28216	
22. DECEASED'S ADDRESS		23. DECEASED'S CITY/TOWN		24. DECEASED'S ZIP CODE	
3715 PENNAQUA PI. DR. DRIVE HERRINGMAN CHARLOTTE 28216		CHARLOTTE		28216	
25. DECEASED'S OCCUPATION (Last, First, Middle, Last)		26. DECEASED'S CITY/TOWN		27. DECEASED'S ZIP CODE	
NO. NOT EMPLOYED/UNEMPLOYED/RETIRED		CHARLOTTE		28216	
28. DECEASED'S OCCUPATION (Last, First, Middle, Last)		29. DECEASED'S CITY/TOWN		30. DECEASED'S ZIP CODE	
PATIENT		CHARLOTTE		28216	
31. HOSPITAL OR OTHER INSTITUTION NAME (Last, First, Middle, Last)		32. CITY/TOWN OF LOCATION OF DEATH		33. COUNTY OF DEATH	
WYOMING DAYTON HOSPITAL DAYTON OHIO 45424		PORT GORDON		SOUTH CAROLINA	
34. DECEASED'S OCCUPATION (Last, First, Middle, Last)		35. DECEASED'S CITY/TOWN		36. DECEASED'S ZIP CODE	
BURNAL		PORT GORDON		29927	
37. DECEASED'S NAME		38. DECEASED'S CITY/TOWN		39. DECEASED'S ZIP CODE	
DAVID L. CLAYTON		PORT GORDON		29927	
40. FUNERAL HOME NAME		41. FUNERAL HOME ADDRESS		42. FUNERAL HOME PHONE	
2312 BATTLES FORGE ROAD DURHAM NORTH CAROLINA 27710		2312 BATTLES FORGE ROAD		2312 BATTLES FORGE ROAD	
43. SIGNATURE OF FUNERAL HOME DIRECTOR		44. FULL DEATH CERTIFICATE NO.		45. AMOUNT OF FEE	
DAVID L. CLAYTON		3477			
46. DATE OF DEATH (MM/DD/YYYY)		47. HOUR OF DEATH (MM/DD/YYYY)		48. HOUR OF DEATH (MM/DD/YYYY)	
08/08/2018		2310 MILITARY		2310 MILITARY	
49. DECEASED'S NAME		50. DECEASED'S CITY/TOWN		51. DECEASED'S ZIP CODE	
SAMUEL BURKETT		PORT GORDON		29927	
52. TIME OF DEATH		53. WAS CAUSE DETERMINED BY MEDICAL EXAMINATION		54. DATE OF DEATH	
2310 MILITARY		NO		08/08/2018	
55. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		56. DECEASED'S CITY/TOWN		57. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
58. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		59. DECEASED'S CITY/TOWN		60. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
61. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		62. DECEASED'S CITY/TOWN		63. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
64. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		65. DECEASED'S CITY/TOWN		66. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
67. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		68. DECEASED'S CITY/TOWN		69. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
70. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		71. DECEASED'S CITY/TOWN		72. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
73. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		74. DECEASED'S CITY/TOWN		75. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
76. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		77. DECEASED'S CITY/TOWN		78. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
79. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		80. DECEASED'S CITY/TOWN		81. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
82. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		83. DECEASED'S CITY/TOWN		84. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
85. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		86. DECEASED'S CITY/TOWN		87. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
88. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		89. DECEASED'S CITY/TOWN		90. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
91. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		92. DECEASED'S CITY/TOWN		93. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
94. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		95. DECEASED'S CITY/TOWN		96. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
97. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		98. DECEASED'S CITY/TOWN		99. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	
100. DECEASED'S CAUSE OF DEATH (Last, First, Middle, Last)		101. DECEASED'S CITY/TOWN		102. DECEASED'S ZIP CODE	
HEART DISEASE		PORT GORDON		29927	

Form 5563 (Rev. 01/2012), GEORGIA DEPARTMENT OF HUMAN RESOURCES

PLAINTIFF'S EXHIBIT



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS FOR
THE FOURTH JUDICIAL
CIRCUIT

Kayla Holman,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas; John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

ORDER DENYING DEFENDANTS' MOTION
TO DISMISS DEFAULT JUDGMENT

CASE NO.: 2018-CP-07-00881

THIS CAUSE having come before the Court on a Motion to Dismiss Default Judgment filed on behalf of Defendants Estates of Clinton R. Douglas, Estate of Susie M. Douglas, Eric J. Douglas, Ronnie L. Douglas, Jacqueline Walker, Donna Harding, Brenda Spears, and Darrell Douglas,¹ the Court makes the following findings:

Laura A. Gregg, Samuel Syallna, and Clinton R. Redfern appeared on behalf of Plaintiff, and James H. Moss appeared on behalf of Defendants named above at the hearing scheduled May 20, 2018 before the Honorable Marvin H. Dikou, III.

¹ Attorney for Defendants, James H. Moss, clarified at the hearing that he represented not only the Estates of Clinton R. and Susie M. Douglas but also the entire "Douglas family," which would presumably include all the Defendants listed in the caption, with the exception of John Doe and Richard Roe.

On April 20, 2018, Plaintiff filed a Summons and Complaint of Foreclosure. None of the Defendants filed an answer and an entry of default was entered. On October 18, 2018, a default Final Hearing of Foreclosure was scheduled to foreclose the judgment lien attached to the Subject Properties at issue. Mr. Moss, representing Defendants, appeared at that hearing and requested a continuance to investigate the underlying judgment subject to foreclosure, which was granted by the Court.

On April 4, 2019, a second default Final Hearing of Foreclosure was held. Prior to the hearing, Mr. Moss moved the Court to dismiss a default judgment entered by the Beaufort County Court of Common Pleas on November 28, 2018 (Case Number 2011-CP-07-02748), in the underlying case that gave rise to the judgment Plaintiff seeks to foreclose. Defendants did not and have not filed a separate motion in the Court of Common Pleas to overturn the default judgment in the 2011 case; therefore, that order is still in effect.

In response to Defendants' motion, Plaintiffs filed a Motion to Strike Defendants' Motion to Dismiss based on the fact that Defendants are currently in default and there had been no motion filed, or court order, to set aside the entry of default.

The Court heard both parties' motions, allowed testimony from Ronnie L. Douglas and Wile J. Douglas, and accepted exhibits in evidence. Based on the evidence presented at the hearing, I make the following findings.

The Court has concerns about whether the Court of Common Pleas had jurisdiction over Susie M. Douglas in the underlying case from 2011 based on service of process. The death certificate of Susie M. Douglas showed she died intestate in North Carolina on April 8, 2009. However, no probate estate was ever opened for Susie M. Douglas in North Carolina or South Carolina. Therefore, there was no personal representative to serve. According to the Affidavit of Personal Service, Susie M. Douglas was served on July 26, 2011 by leaving a copy of the summons and complaint at her usual place of abode with Donna Harding, her adult daughter who also resided there. Whether service of Susie Douglas was proper, however, does not affect the judgment against her husband, Clinton R. Douglas, and issue, Wile J. Douglas, in the same lawsuit. Because property

owned by Silvio M. Douglas passed by operation of law to Clinton R. Douglas and Myle J. Douglas, the judgment lien still attached to their interest in the real estate subject to foreclosure.

As to jurisdiction over Studio Seven Club, Inc., service was accomplished by serving Myle J. Douglas, who qualifies as a "managing or general agent" of Studio Seven Club, Inc. See Rule 4(d)(3), SORCP. Rule 4(d)(3), SORCP allows a corporation to be served by delivering a copy of the summons and complaint to a registered agent or a managing/general agent. It is undisputed that Studio Seven Club, Inc. did not have an accurate registered agent listed with the Secretary of State, and the corporation failed to update or keep accurate this information as provided by South Carolina Code section 33-6-102. Specifically, the registered agent named was "Headquarters" and neither Myle J. Douglas nor Ronnie L. Douglas knew who owned or had control of the address listed for service of the registered agent.

However, service on a corporation's registered agent is not the only means by which service can be properly effected on the corporation, as Rule 4(d)(3), SORCP allows for service of a managing or general agent. Myle J. Douglas's status as a managing or general agent was shown through evidence submitted by both parties at the hearing. First, it was demonstrated by his signature on the Articles of Dissolution of Studio Seven Club, Inc., in which he identified himself as "Vice President" of the corporation. See *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 210 (1986) (finding individual "as vice president of [Defendant Corporation] was an officer of the corporation upon whom service could be made under Rule 4(d)(3), SORCP"). I do not find credible Myle J. Douglas's testimony that he was not actually the vice president of the corporation and that his signing the Articles of Dissolution in that capacity was of no consequence. Second, the mere fact that Myle J. Douglas had the authority to execute the paperwork to dissolve the corporation is evidence that he qualifies as a managing agent for service of process. Third, Myle J. Douglas testified that he managed the business affairs of Studio Seven Club, Inc., and the Last Will and Testament of Clinton R. Douglas directed that Myle J. Douglas should "continue managing and operating the day to day functions of the business" of Studio Seven Club, Inc. Therefore, his duties with the corporation are

sufficient to qualify him as the managing agent. Based on this evidence, I find Wila J. Douglas was a proper party for service of Studio Seven Club, Inc.

Moreover, because Defendants failed to follow South Carolina law requiring them to have an accounts registered agent listed with the Secretary of State, service of Clinton R. Douglas, who owned Studio Seven Club, Inc. and the property on which the club was located, provided additional notice to Studio Seven Club, Inc., as he would also qualify as a managing or general agent.

It is important to note, however, that whether service of Studio Seven Club, Inc. was proper in the 2011 action does not affect the foreclosure action. There is no evidence the corporation owned the real estate that is subject to foreclosure.

As to whether the Court of Common Pleas had personal jurisdiction of the other defendants—Wila J. Douglas and Clinton R. Douglas—in the 2011 action, I find service of process was proper and the judgment entered by the Court of Common Pleas stands against those defendants.

Turning to service of process in the related foreclosure proceeding, Wila J. Douglas argued the entry of default should be set aside as to him because he was not properly served. He testified that although his name is signed on the certified mail return receipt submitted by Plaintiff's counsel in the Affidavit of Service, he did not actually sign for the mailing that contained the foreclosure summons and complaint. Because it appears that delivery was not restricted to the addressee of the certified mailing, Wila J. Douglas will not be held in default and may answer the complaint in the foreclosure action when it is served upon him. However, the entry of default stands as to all other defendants.

Now therefore, IT IS ORDERED that Defendants' Motion to Dismiss Default Judgment is hereby DENIED, Plaintiff's Motion to Strike is DENIED, and Wila J. Douglas is allowed to answer the complaint filed in the current foreclosure action.

The Honorable Marvin H. Dukes,
Beaufort County Master-In-Equity

_____, 2019



Beaufort Common Pleas

Case Caption: Kevin Holmes VS Clinton R Douglas , defendant, et al
Case Number: 2018CP0700831
Type: Master/Order/Other

So Ordered;

s/Marylin H. Dukes III #3069

Electronically signed on 2019-07-02 11:49:38 page 6 of 6

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Kevin Holmes,

Plaintiff,

v.

The Estates of Clinton R. Douglas and Susie M. Douglas, John Doe and Richard Roe, as Representatives of all Heirs and Devisees of Clinton R. Douglas and Susie M. Douglas, and all persons entitled to claim under or through them; also, all other persons or corporations unknown claiming any right, title, interest in or lien upon the real estate described herein, any unknown adults, whose true names are unknown, being as a class designated as John Doe, and any unknown infants, persons under disability, or persons in the Military Service of the United States of America, whose true names are unknown, being as a class designated as Richard Roe; Eric J. Douglas; Ronnie L. Douglas; Jacqueline Walker; Donna Harding; Brenda Spears; Darrell Douglas;

Defendant(s).

AMENDED LIS PENDENS
(Non-Jury)

Foreclosure of Judgment Lien

CASE NO.: 2018-CP-07-00831

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a certain judgment lien against Defendants, filed November 23, 2015 and entered in the Judgment Roll filed in the Office of the Clerk of Court for Beaufort County (hereinafter, "Judgment Lien").



ELECTRONICALLY FILED - 2022 AUG 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

The premises covered and affected by the Judgment Lien and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, more particularly described as:

All of that piece, parcel, or lot of land, located, lying, and being on Port Royal Island, Beaufort County, South Carolina, and containing one (1) acre. The said (1) acre is described as follows: Beginning at the point which is located on the Eastern shore of Haborsham Creek and on the boundary line between Lots 25 and 40, Section 9, 132W, Beaufort County; thence East along this boundary line for a distance of Two Hundred Twenty-Four (224.0) feet to a point; thence North for a distance of Two Hundred Ninety-Five (295.0) feet to a point on the high water mark to the point of origin. This is thence Southwesterly along the said high water mark to the point of origin. This is the same parcel described on a plat prepared for Clinton Douglas by R.D. Trogdon, Jr. on January 11, 1977, said plat being attached herewith.

This parcel was the subject of a quiet title action undertaken by the Grantor against Heirs of Stephen Ramsey. Decree in favor of Grantor filed on January 21, 1976, in the office of the Clerk of Court for Beaufort County, Judgment Roll No. 23948.

Parcel No: R100 028 000 090A 0000

Property Address: 23 Donaldson Camp Rd., Beaufort, SC 29906

All that piece, parcel, or lot of land located, lying, and being on Port Royal Island, Beaufort County, South Carolina, and being part of Lot 39, Section 9, 132W, and containing 5.93 acres. This parcel is further described as follows: Beginning at a cement marker which is located at the intersection of Lots 40, 39, 26, and 25, thence East for a distance of 279.91 feet to another cement marker; thence S 89 30 40 E for a distance of 380.09 feet to an iron pipe or pin; thence 8 0 24 20 W for a distance of 392.0 feet to a cement marker; thence N 89 43 W for a distance of 656.55 feet to another cement marker; thence N 0 05 50 W for a distance of 392 feet to the point of origin.

Parcel No: R100 028 000 089A 0000

Property Address: 44 Donaldson Camp Rd., Beaufort, SC 29906

All that certain piece, parcel, or lot of land, situate, lying, and being on Port Royal Island, Beaufort County, South Carolina, containing 2.54 acres as shown on plat prepared for the Heirs of Stephen Ramsey by Rod C. Spann dated January 17, 1983 and recorded in

FILED FOR NONLOCALLY FILED - 2023 JUL 19 4:02 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

the Office of the Clerk of Court for Beaufort County in Book 31 of Plats, at Page 80. Said property is bounded on the North by the marshes of Habersham Creek, Northwest by property now belonging to the Heirs of Stephen Ramsey, East by property to be conveyed to Eugene Pringle, South by property now belonging to Clinton R. Douglas, and West by Property now belonging to Clinton R. Douglas.

Being a part of the property conveyed to the Grantors by W. Henry Jackson, Clerk of Court for Beaufort County, by Deed dated January 17, 1980 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Book 295 of Deeds, at Page 465.

Parcel No: R100 028 000 089E 0000

Property Address: 44 Donaldson Camp Rd., Beaufort, SC 29906

/s/ Laura A. Gregg

Laura A. Gregg, Esq., SC Bar No.: 100531

GREGG LAW FIRM, LLC

P.O. Box 601

Port Royal, SC 29935

P: (843) 305-6566

E: lgregg@gregglawsc.com

Attorney for Plaintiff

Beaufort, SC
July 19, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NUMBER: 2019-CP-07-01995
Ronnie L. Douglas, Eric J. Douglas,	)	
Jacqueline Walker, Donna Harding,	)	SUPPLEMENT TO MEMORANDUM
Diane Brenda Spears,	)	IN OPPOSITION TO DEFENDANT'S
	)	MOTIONS TO DISMISS TO INCLUDE
Plaintiffs,	)	EXHIBIT 18
v.	)	
	)	
Kevln Holmes,	)	
	)	
Defendant.	)	

The Plaintiff's Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding, and Diane Brenda Spears would submit the following Supplement to Memorandum in Opposition to Defendant's Motion to Dismiss to include Exhibit 18.

Respectfully submitted,

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
 James H. Moss, Esquire
 SC Bar #4220
 1501 North Street
 Post Office Drawer 507
 Beaufort, South Carolina 29901-0507
 Telephone: (843) 542-3373
 Facsimile: (843) 524-1307
 ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
 July 23, 2020



STATE OF SOUTH CAROLINA
COUNTY OF HANCOCK
JAN 22 1892
JAMES H. HANCOCK
JAN 22 1892

ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ

FILED IN REAL. EST. BOOK 366, PAGE 1966
FILED, NY 17, 00, 00-011 04/11/83

KNOW ALL MEN BY THESE PRESENTS, THAT

ИЗЪЯТИЕ ОТЪ ПРАВОСЛАВНАГО СЪВѢЩАНІЯ, СЪСТАВЛЕНАГО ПОСЛАВІЕМЪ
 ПОДЪ НАЗВАНІЕМЪ "СВЯТАГО СЪВѢЩАНІЯ" ПОСЛАВІЕМЪ

IN THE STATE OF CALIFORNIA, County of Los Angeles, ss. I, the undersigned, Clerk of the Superior Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said Court.

WITNESS my hand and the seal of said Court, at Los Angeles, California, this 10th day of May, 1966.

Clerk of the Superior Court

Notary Public

to _____ No. _____ in hand and in presence of the reading of these presents by: CLYNTON R. DOUGLAS, AND
WILLIAM M. DOUGLAS, 313 Duke Street, Brighton, NC 27902

in the State of Kentucky, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and release unto the said DEXTER, R. POLKMAN AND SUSAN M. POLKMAN, their heirs and assigns forever, the following described real estate, to-wit:

14th, that certain place, parcel or lot of land, situate,
 lying and being on North Royal, Zealand, Madison County,
 South Carolina, containing 2.50 acres or more or less
 prepared for the heirs of Stephen Ramsey by Book 'C' Special
 dated January 17, 1883 and recorded in the Office of the
 Clerk of Court for Madison County in Book 3 of Deeds,
 at Page 112. Said property is bounded on the North by
 the margin of Mathanham Creek, North-east by property
 now belonging to the heirs of Stephen Ramsey, East by
 property to be conveyed to Eugene King, South by pro-
 perty now belonging to Dr. William R. Douglas and West by
 property now belonging to Dr. William R. Douglas.

being a part of the property conveyed to the grantors by
W. Henry Jackson, Clerk of Court for Henrico County,
by deed dated January 17, 1989 and recorded in the Office
of the Clerk of Court for Henrico County, South Carolina,
Volume in Book 206 of Deeds, at page 466.

This bond was prepared by the law firm of Davis, Sams,
Davis & Gimbley, P.A., 5110 Drayton Street, Charleston,
South Carolina 29002.

DEWENTON COUNTY TAX MAP INTERPRETER				
Map	Year	Address	Amount	Notes
100	200		895	

FILED IN REAR EST BOOK 366 PAGE 1067
FILED AT 12:00:00 PM 04/11/23

TOGETHER with all and singular, the Heirs, Members, Heirs, and Assigns of the said
Premises hereinafter, or in any other incident or appurtenance.

TO HAVE AND TO HOLD, all and singular, the said Premises hereinafter mentioned unto the said
OLIVIER H. DOUGLAS and SUSAN M. DOUGLAS, THEIR Heirs and Assigns forever.

and ourselves and our Heirs, and
and forever defend all and singular the said Pre
SEN M. DOUGLAS, GRANTOR
and Assigns forever. Heirs, and
lawfully assigns in to have the same
and shall this day 11

AND we do hereby bind ourselves and our heirs, assigns, executors and administrators, to warrant and forever defend, all and singular, the said Premises unto the said OLIVION A. DOUGLAS AND BURTON M. HOLMES, WIDERS

Heirs and assigns, against all and our heirs, and all persons whomsoever, lawfully claiming, or to claim the same or any part thereof.

WITNESS our hand and seal, this 28th day of February, in the year of our Lord one thousand nine hundred and ninety-three, and in the two hundred and

seventh year of the Republic of the United States of America.

IN WITNESS WHEREOF, we have hereunto set our hand and seal, and the seal of the State of South Carolina, at Columbia, South Carolina, this 28th day of February, 1933.

Witness my hand and seal, this 28th day of February, 1933.

PERSONALLY appeared before me, Donald Rogers, Notary Public for the State of South Carolina, the said OLIVION A. DOUGLAS AND BURTON M. HOLMES, WIDERS, and their heirs and assigns, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

and that the said OLIVION A. DOUGLAS AND BURTON M. HOLMES, WIDERS, were at that time of full age and sound mind, and were not under any legal disability, and that they executed the foregoing instrument voluntarily, and without any compulsion, duress or fear of any person or persons, and without any fraud, and without any undue influence.

SWORN to before me, this 28th day of February, 1933.

Notary Public for the State of South Carolina, at Columbia, South Carolina, this 28th day of February, 1933.

Witness my hand and seal, this 28th day of February, 1933.

Notary Public for the State of South Carolina, at Columbia, South Carolina, this 28th day of February, 1933.

and the wife of the within named

Did this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarily, and without any compulsion, duress or fear of any person or persons, and without any fraud, and without any undue influence, release and forever relinquish unto the within named

Heirs and assigns, all her interest and right, and also all her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 28th day of February, 1933.

Notary Public for the State of South Carolina, at Columbia, South Carolina, this 28th day of February, 1933.

FILED IN REAL ESTATE BOOK 385 PAGE 17, 50, 51 ON 04/11/33

STATE OF NEW YORK
COUNTY OF

PROBATION

UNRECORDED appearance before Justice McLaughlin and made oath that
he was the person named in the above affidavit, and that he was the person who
had delivered the petition to the court and that he was the person who
had signed the execution thereof.

siŋŋŋ hŋ hŋŋŋŋ mŋ tŋŋŋ

23. Aug. 98. February, 1903...

William R. C. Criminal
Hoboken Public Co. New York

William A. Taccopolo
 40141 101st Ave. S. N.Y. 10119
 40141 101st Ave. S. N.Y. 10119
 40141 101st Ave. S. N.Y. 10119

[illegible]

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PROB'LY

BRONKHIM appeared before me Paulina H. Shepherd and made oath that s/he saw the victim named LONNARD BRONKHIM upon seal and as his out and dead deliver the victim written dead and that s/he with Kimberly T. Kistek, murdered the execution thereof.

sworn to before me this

20th Jan 1903

Handwritten: 2 miles
Johnny Rabin for South Carolina
by Commissioner Expires 5/25/91

FILED IN REAL ESTATE BOOK 348 PAGE 1869
FILED AT 12:00:00 ON 04/11/03
FILING FEE 1.00
STATE STAMPS 20.00
COUNTY STAMPS 11.00
TOTAL FEES \$31.00
HENRY JACKSON
CLERK OF COUNTY OF OHIO, SO

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NUMBER: 2019-CP-07-

Ronnie L. Douglas, Eric J. Douglas,
Jacqueline Walker, Donna Harding,
Diane Brenda Spears,

Plaintiffs,

v.

Kevin Holmes,

Defendant.

SUMMONS
(Jury Trial Requested)

TO: KEVIN HOLMES, THE DEFENDANT HEREIN:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber at his office, MOSS, KUHN & FLEMING, P.A., Post Office Drawer 507/1501 North Street, Beaufort, South Carolina 29901-0507, within thirty (30) days from the date of service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the aforesaid time, the Plaintiff in this action will apply to the Court for a judgment by default and the relief demanded in the attached Complaint.

MOSS, KUHN & FLEMING, P.A.

By: s/James H. Moss
James H. Moss, Esquire
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
August 29, 2019

Page 1 of 4



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Ronnie L. Douglas, Eric J. Douglas,
Jacqueline Walker, Donna Harding,
Diane Brenda Spears,

Plaintiffs,

v.

Kevin Holmes,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NUMBER: 2019-CP-07

COMPLAINT
(Jury Trial Requested)

The Plaintiffs, complaining of the Defendant, alleges:

FOR A FIRST CAUSE OF ACTION
[Action to Set Aside Judgment]

1. That the Plaintiffs, Ronnie L. Douglas, Eric J. Douglas, Jacqueline Walker, Donna Harding and Diane Brenda Spears the heirs at law and next of kin of Clinton R. Douglas and Susie M. Douglas both deceased.

2. That the Defendant, Kevin Holmes is a resident of Beaufort County, State of South Carolina and represented by the Svalina Law Firm, P.A.

3. That the Defendant herein instituted a law suit in Beaufort County, State of South Carolina against Clinton R. Douglas, Susie M. Douglas, Eric Douglas and Studio Seven Club Inc., for injuries and damages from alleged shooting at Studio Seven Club, Inc.

4. That at the time of the institute of that cause of action, Susie M. Douglas was deceased. No personal representative had been appointed to her estate nor was the estate served by any Summons and Complaint.

5. That Clinton R. Douglas was living out of the state of the State of South Carolina and was not personally served with any Summons and Complaint concerning the events for

which a judgement was eventually obtained. That Clinton R. Douglas was not present at the Studio Seven Club, Inc., when the events in the complaint occurred.

6. That Studio Seven Club, Inc., at the time of said service was closed and the registered agent if any was never properly served with any said Summons and Complaint.

7. That a Summons and Complaint was filed in the Courthouse of Beaufort County the State of South Carolina on July 1, 2011 by the Defendant, Kevin Holmes.

8. That the Complaint further alleged that Eric J. Douglas was the owner, operator, manager and/or in charge of control of the Defendant, Studio Seven Club, Inc., was not correct.

9. That the law firm representing the Defendant was filed by the Svalina Law Firm. Said Complaint further states, upon information and belief during the early morning hours of July 5, 2008 the Defendant, Kevin Holmes was on the premises and was a patron and/or customer of the Defendant, Studio Seven Club, Inc., located at 44 Donaldson Camp Road. Apparently, the Summons and Complaint was forwarded by the office of Samuel S. Svalina to a defense attorney by the name of Duke R. Highfield at the firm of Young Clement Rivers, LLP, a copy of which is attached hereto and made a part hereof as Plaintiffs Exhibit 1. An extension of time after appearance was also given to Duke R. Highfield.

10. Thereafter Colony Specialty referred to an event that occurred on July 4, 2008 on behalf of Colony National Insurance Company received an extension of time to September 16, 2011. See Exhibit 2.

11. Thereafter on November 20, 2012 approximately one year later the present Defendant sent to Duke Highfield an Affidavit of Entry of Default, an Entry of Default as to Studio Seven Club, Inc., Eric J. Douglas, Clinton R. Douglas and Susie M. Douglas [deceased].

12. Thereafter, an Affidavit of Default was filed and thereafter a damages hearing was set without proper service and notice to the Defendants and those who made an

appearance. Under the Law of the State of South Carolina, when a damages hearing is set not only all Defendants be notified but also anyone who has made an appearance should be notified.

13. That service was never performed or served by the Defendant herein or his Attorneys and the Judgment entered thereafter should be stricken and declared null and void as improper service on the initial Defendant's, improper service of Default Hearing to all Defendant's and others who had made an appearance.

14. That the corporate Defendants could only act through its agents and the Plaintiffs are entitled to be protected by the corporate veil.

15. That the Plaintiffs had no knowledge of the action taken by Kevin Holmes in obtaining a hearing of default judgement until knowledge of a lawsuit filed by the Plaintiff against multiple Defendants' on April 20, 2018 in Beaufort County Court of Common Pleas.

16. That Order of Judgement was never served on the Defendants as sent to the wrong address thereby not allowing appeal of the decision to the court at the default hearing.

17. This action is brought to set aside judgement for fraud, misrepresentation or other misconduct of the adverse party and further the judgement should be declared void pursuant to Rule 60 S.C.R.C.P.

WHEREFORE, the Plaintiffs pray for judgment against the Defendant in such amounts as may be awarded by a Jury.

MOSS, KUHN & FLEMING, P.A.

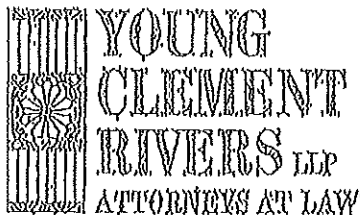
By: s/James H. Moss
James H. Moss, Esquire
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
Telephone: (843) 542-3373
Facsimile: (843) 524-1307
ATTORNEYS FOR THE PLAINTIFFS

Beaufort, South Carolina
August 29, 2019

ELECTRONICALLY FILED - 2022 Aug 25 11:57 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

CHANDLER
28 Henry Street
PO Box 993
Columbus, GA 31902-0993
Telephone (603) 577-4900
www.youngclm.com

Office Office
Columbus, GA



Duke R. Highfield

Direct Line (603) 728-5456
Direct Fax (603) 699-1391
E-mail: dhighfield@ycrlaw.com

August 9, 2011



VIA E-MAIL
Samuel S. Swaffin, Esquire
Swaffin Law Firm, P.A.
P. O. Drawer 1207
Norfolk, SC 29901-1207

Re: Kevin Holmes v. Studio Seven Club, Inc., Eric Douglas, Clinton R. Douglas, and
Suzie M. Douglas
Case No. 2011-CP-07-02749
Claim No. 184920
Date of Loss 7/5/2008

Dear Sammy:

Please let this letter confirm my understanding that you have provided Studio Seven Club, Inc. with a 30-day extension of time in which to answer or otherwise plead. My understanding is that Studio Seven Club was served on July 18, 2011; therefore, a responsive pleading would now be due on or before September 16, 2011. In that regard, I would appreciate your signing the enclosed and returning it to me via e-mail or facsimile.

Should you have any questions or conditions, please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP

Duke R. Highfield

DRH/gh
Enclosure

cc: Michelle Gratz, Colony Insurance Company

ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995
 ELECTRONICALLY FILED - 2019 Aug 23 11:37 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

U.S. POSTAL SERVICE
 CERTIFIED MAIL RECEIPT
 OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee
 Restricted Delivery Fee
 Total Postage & Fees \$

Postmark Here

Sent to Duke Highfield
 Street, Apt. No.
 or PO Box No.
 City, State, Zip

SENDER COMPLETES THIS SECTION

☒ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
☒ Print your name and address on the reverse so that we can return this card to you.
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Duke Highfield, Esq.
Po Box 993
Charleston, SC 29402

2. Article Number (transfer from service label) 7011 2470 0002 6465 2254

PS Form 3811, February 2004

RECEIVER COMPLETES SECTION ON DELIVERY

A. Signature
☒ B. Hutchinson ☐ Agent ☐ Addressee

B. Received by (Printed Name) B. Hutchinson C. Date of Delivery 11-26-12

D. Is delivery address different from Item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

E. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ O.D.D.

F. Restricted Delivery? (Extra Fee) ☐ Yes

102000-02-11-12-10



COLONY SPECIALTY

Member Auto Group

August 9, 2011

Svalina Law Firm
Attn: Sam Svalina
Fax #: 843 524 4233



Re: Our Insured:	Studio 7 Club, Inc.
Our Claim #::	TBD
Date of Accident:	07/04/2008
Claimant:	Kevlin Holmes

Dear Mr. Svalina:

Colony was first made aware today of the lawsuit filed against Studio 7 Club, Inc. by Kevlin Holmes regarding a shopping incident that occurred on 07/04/2008. My understanding is the Answer to the lawsuit is due tomorrow, 08/10/2011. I've requested a copy of the Complaint and Summons from Mr. Bessinger with your firm. Additionally, I would like a copy of any correspondence sent to Colony's Insured, Studio 7 Club, Inc. by your firm.

In order for Colony to investigate coverage for the matter, I am requesting a 30 day extension until 09/09/2011 for a response from Colony's Insured to the Complaint. If this is agreeable to you, please confirm the granted extension in writing to me at my email address below. Your professional courtesy is appreciated.

I can be reached at phone 800 877 8614 x3045 and email mcratz@colonyespecialty.com. My mailing address is P.O. Box 85122, Richmond VA 23236.

Sincerely,

Michelle R. Gratz, AIC
Senior Claims Examiner
Colony National Insurance Company

I HEREBY GRANT DEFENDANT, STUDIO SEVEN CLUB, INC., d/b/a STUDIO 7 CLUB, INC., A THIRTY (30) DAY EXTENSION TO ANSWER THE SUMMONS AND COMPLAINT WHICH WAS SERVED ON THE JULY 18, 2011, THEREBY MAKING THE RESPONSIVE PLEADINGS DUE BY SEPTEMBER 16, 2011.

Cc: File

Samuel L. Svalina, Attorneys for Plaintiff, Kevlin Holmes
Date:

P.O. Box 85122
Richmond, VA 23285-5122
www.colonyspecialty.com

T 800.577.6014
T 804.560.4834

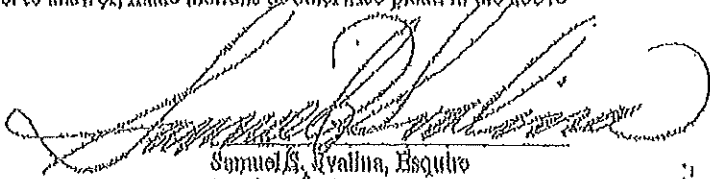
ELECTRONICALLY FILED - 2011 AUG 29 11:37 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

ELECTRONICALLY FILED - 2011 AUG 29 11:37 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

~~ELECTRONICALLY FILED - 2019 Aug 28 11:37 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995~~

Re: Kayla Holmes v. Studio Seyer Club, Inc., Rocio Douglas, Clinton R. Douglas, and
Susie M. Douglas
Case No.: 2011-CP-07-02748
Claim No.: 184920
Date of Loss: 7/5/2008

I hereby grant a standard thirty (30) day extension of time through and including September 16, 2011 to Studio Seyer Club, Inc. to answer, make motions or otherwise plead in the above-referenced matter.


Samuel A. Svalina, Esquire
Svalina Law Firm, P.A.

August 9, 2011
Date

SVALINA LAW FIRM, P.A.

ATTORNEYS AT LAW

601 BLADEN STREET, P.O. DRAWER 1207
BEAUFORT, SOUTH CAROLINA 29901

TELEPHONE: (843) 524-0333 • FAX: (843) 524-4233
EMAIL: Sammy@svalinalawfirm.com

SAMUEL S. SVALINA
SAMUEL L. SVALINA
(1935 - 2013)

CLINTON R. REDDICK
ASSOCIATE

February 12, 2013

VIA UNITED STATES MAIL AND ELECTRONIC MAIL

The Honorable Jeff Ann Roseneau
Beaufort County Clerk of Court
P.O. Drawer 1128
Beaufort, South Carolina 29901-1128
Email: alchard@bogov.net

Re: Kevin Holmes vs. Studio Seven Club, Inc. et al.
Civil Action No.: 2011-CP-07-2743

Dear Ms. Roseneau:

I am in receipt of your correspondence dated February 4, 2013, with regard to the above referenced matter. Please be advised that our firm is in the process of attempting to reach some sort of resolution with the insurance carrier for the Defendant Studio Seven Club, Inc., as to litigation or alternatively will move forward and request a damages hearing. To provide the court with some background as to this action, after the complaint was initially filed and served on the Defendant(s), our firm was contacted by an insurance carrier for Studio Seven Club and an attorney in Charleston requesting an extension to file responsive pleadings to the Complaint. A thirty (30) day extension was granted, however after the expiration of the thirty (30) days, the Defendant(s) failed to file an answer or otherwise plead and a writ of default was entered by the court on November 16, 2012 for each of the Defendant(s). If we are unable to get a response from the insurance carrier within one (1) week of this letter as to how they would like to proceed, we will move forward with the default proceedings and request a damages hearing. As a result, we would ask that the case not be dismissed but remain on the active roster. If you need any additional information to accommodate this request, please do not hesitate to contact me.

With kind regards, I am

Sincerely,

SVALINA LAW FIRM, P.A.

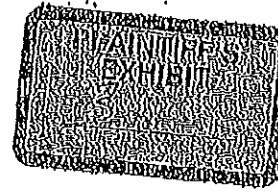
Samuel S. Svalina

BLUFFTON OFFICE

2 WESTBURY PARK WAY, SUITE 201, BLUFFTON, SC 29910
TELEPHONE: (843) 837-1800 • FAX: (843) 815-6931

ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701395
ELECTRONICALLY FILED - 2019 Aug 28 11:37 AM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701395

RECEIVED
FEB 16 PM 3:12
CLERK OF COURT
BEAUFORT COUNTY, SC



SVALINA LAW FIRM, P.A.

ATTORNEYS AT LAW

186 SEA ISLAND PARKWAY

POST OFFICE DRAWER 1207

BEAUFORT, SOUTH CAROLINA 29901

TELEPHONE: (843) 524-0333 * FAX: (843) 524-4233

EMAIL: Jacob@svalinalawfirm.com

SAMUEL S. SVALINA

SAMUEL L. SVALINA

(1935 - 2013)

JACOB M. HUGHES

ASSOCIATE

June 27, 2022

VIA ELECTRONIC MAIL

The Honorable R. Ferrell Cothran, Jr.
Circuit Court Judge
Post Office Box 32
3 West Keitt Street
Manning, South Carolina 29102
RCothranSC@sccourts.org

Re: *Ronnie L. Douglas et al. v. Kevin Holmes*
Civil Action No.: 2019-CP-07-01995

Dear Judge Cothran:

On July 22, 2022, the Court heard oral argument regarding Defendant's Motion for Summary Judgment in this matter. At the conclusion of the summary judgment hearing, the Court allowed Plaintiffs' counsel ten (10) days to supplement any information relevant to the issues raised at the hearing, after which point the Court would rule.

I am writing in response to Plaintiffs' counsel's correspondence, dated today, supplementing the Form 4 Order denying Defendant's Motion to Dismiss, entered July 28, 2020.

First, at the summary judgment hearing on July 22, 2022, the Court well understood the procedural posture of this action and was not "of the opinion that th[e] case had been dismissed."

Furthermore, at the summary judgment hearing, the Court specifically considered the order that Plaintiffs' counsel supplements. As the Court observed during the hearing, Defendant's Motion to Dismiss was made pursuant to Rule 12(b)(6), SCRCP, and a decision denying the motion rendered accordingly. *See United Educ. Distribs., LLC v. Educ. Testing Serv.*, 350 S.C. 7, 13, 564 S.E.2d 324, 328 (Ct. App. 2002) ("A ruling on a motion to dismiss a claim pursuant to Rule 12(b)(6), SCRCP, must be based solely on the allegations set forth on the face of the complaint.").

Finally, the Order denying Defendant's Motion to Dismiss is not relevant to the issues raised at the summary judgment hearing, nor responsive to the Court's instructions. Therefore, there is no basis to reschedule Defendant's Motion for Summary Judgment, as this matter was duly and properly heard.



Letter to Judge Cothran
July 27, 2022
Page 2

Following the expiration of time allowed by the Court, we would respectfully request that the Court issue its ruling.

Thank you.

With kindest regards, I am

Sincerely,

SVALINA LAW FIRM, P.A.


Jacob M. Hughes

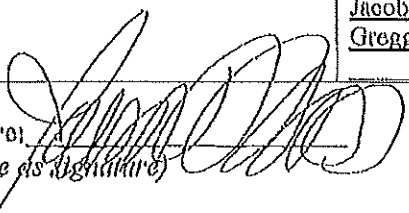
cc: James H. Moss, Esquire
Laura Alliman Gregg, Esquire

ELECTRONICALLY FILED - 2022 Aug 25 2:40 PM - BEAUFORT - COMMON PLEAS - CASE#2019CP0701995

Transcript Request Form

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter and to South Carolina Court Administration at transcripts@sccourts.org. Click [here](#) for instructions on how to find the court reporter's email and mailing addresses. Once the court reporter receives your request, it will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party. Please send by mail a money order or certified bank check to the court reporter in order to obtain the transcript. Some court reporters may accept personal checks. Please check with the court reporter to see if this option is available. Once your request is received, you will receive a copy of this form with the bottom portion completed. Please promptly submit your payment in order for the transcript to be provided. If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.

Requestor's Information			
Full Name <u>James H. Moss</u>		Phone Number <u>843-524-3373</u>	Email Address <u>jhm@mossandkuhn.com</u>
Mailing Address <u>P.O. Drawer 507</u>		City <u>Beaufort</u>	State <u>SC</u> Zip Code <u>29901</u>
Transcript Information			
Docket Number <u>2019-CP-07-01995</u>		Case Caption (i.e. State v. John Doe or Smith v. Smith) <u>Ronnie Douglas et al v. Kevin Holmes</u>	
Date(s) of Proceeding <u>07/22/2022</u>	Circuit ☒ Family ☐	County <u>Beaufort</u>	
Presiding Judge <u>Honorable R. Ferrell Cothran, Jr.</u>		Expedited Yes ☒ No ☐	
Court Reporter(s) <u>Loralne Harris, DCRP</u>		Opposing Counsel <u>Jacob Hughes, Samuel S. Svalina, and Laura Gregg</u>	

Requestor's Signature: 

(Typed name will serve as signature)

Date: 08/02/2022

Note: If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter.

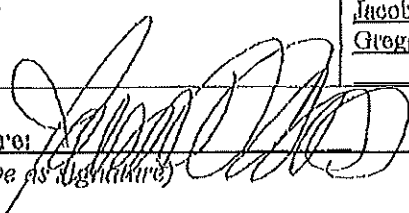
For Court Reporter Use Only			
Full Name _____		Date Received _____	Email Address _____
Notice of Estimate to Requestor Party Date: _____ Number of Pages: _____ Estimated Amount: _____			
Mailing Address for Payment _____		City _____	State _____ Zip Code _____



Transcript Request Form

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter and to South Carolina Court Administration at transcripts@sccourts.org. Click [here](#) for instructions on how to find the court reporter's email and mailing addresses. Once the court reporter receives your request, it will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party. Please send by mail a money order or certified bank check to the court reporter in order to obtain the transcript. Some court reporters may accept personal checks. Please check with the court reporter to see if this option is available. Once your request is received, you will receive a copy of this form with the bottom portion completed. Please promptly submit your payment in order for the transcript to be provided. If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.

Requestor's Information			
Full Name <u>James H. Moss</u>		Phone Number <u>843-524-3373</u>	Email Address <u>jhm@jmossandkuhn.com</u>
Mailing Address <u>P.O. Drawer 507</u>		City <u>Beaufort</u>	State <u>SC</u> Zip Code <u>29901</u>
Transcript Information			
Docket Number <u>2019-CP-07-01995</u>		Case Caption (i.e. State v. John Doe or Smith v. Smith) <u>Ronnie Douglas et al v. Kevin Holmes</u>	
Date(s) of Proceeding <u>07/22/2022</u>	Circuit ☒ Family ☐	County <u>Beaufort</u>	
Presiding Judge <u>Honorable R. Ferrell Colbran, Jr.</u>		Expedited Yes ☒ No ☐	
Court Reporter(s) <u>Loralne Harris, DCRP</u>		Opposing Counsel <u>Jacob Hughes, Samuel S. Svalina, and Laura Gregg</u>	

Requestor's Signature: 
(Typed name will serve as signature)

Date: 08/02/2022

Note: If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter.

For Court Reporter Use Only			
Full Name _____		Date Received _____	Email Address _____
Notice of Estimate to Requestor Party Date: _____ Number of Pages: _____ Estimated Amount: _____			
Mailing Address for Payment _____		City _____	State _____ Zip Code _____

State of South Carolina) Court of Common Pleas
) 14th Judicial Circuit
) No. 2018-CP-07-00831
County of Beaufort) No. 2011-CP-07-02743

Kevin Holmes,
Plaintiff,

vs.

Studio Seven Club, Inc,
Eric Douglas, Clinton R.
Douglas and Susie M.
Douglas,

Defendants.

HEARING

May 20, 2019

COPY

Hearing reported by Deborah S. Thomas,
Certified Verbatim Reporter and Notary Public in and
for the State of South Carolina; said hearing held
before Honorable Marvin H. Dukes, III, Beaufort
County Master in Equity and Special Circuit Court
Judge in accordance with the South Carolina Rules of
Civil Procedure, at the Beaufort County Courthouse,
102 Ribaut Road, Room 212, Beaufort, South Carolina
on May 20, 2019, at the hour of 10:09 a.m.

Deborah S. Thomas, CVRM
80 Plymouth Lane
Bluffton, South Carolina 29909
(803) 206-7390



Appearances

Representing the Plaintiff:

Laura Alliman Gregg, Esquire
Gregg Law Firm, LLC
Post Office Box 601
Port Royal, South Carolina, 29935
lgregg@gregglawso.com

Samuel S. Svalina, Esquire
Svalina Law Firm, PA
186 Sea Island Parkway (29907)
Post Office Drawer 1207
Beaufort, South Carolina 29901-1207
sammy@svalinalawfirm.com

Clinton F. Redfern, Esquire
MoDougall Law Firm, LLC
Post Office Box 1336
115 Lady's Island Commons
Beaufort, South Carolina 29901
clint@mlf.law

Representing the Defendants:

James H. Moss, Esquire
Moss Kuhn & Fleming, PA
Post Off Drawer 507
Beaufort, South Carolina 29901-0507
jim@mossandkuhn.com

	CONTENTS	
2		Page
3	Exhibit Index	4
4	Ronnie Lee Douglas	
5	Examination by Mr. Moss	19
6	Examination by Ms. Gregg	49
7	Further Examination by Mr. Moss	81
8	Further Examination by Ms. Gregg	110
9	Further Examination by Mr. Moss	116
10	Further Examination by Ms. Gregg	117
11	Eric J. Douglas	
12	Examination by Mr. Moss	118
13	Examination by Ms. Gregg	128
14	Further Examination by Mr. Moss	138
15	Further Examination by Mr. Gregg	139
16	Certificate of Reporter	163
17	Word Index	

* * * * *

EXHIBIT INDEX

Exhibits: Marked at Page

(Exhibits retained by Clerk of Court.)

Plaintiff's Exhibit 1 (Secretary of State Form)	53
Plaintiff's Exhibit 2 (Affidavit)	58
Plaintiff's Exhibit 3 (Will)	67
Plaintiff's Exhibit 4 (Affidavit)	75
Defendants' Exhibit 1 (Dissolution)	31
Defendants' Exhibit 2 (Death Certificate)	31
Defendants' Exhibit 3 (Summons)	38
Defendants' Exhibit 4 (Form 4)	41
Defendants' Exhibit 5 (Death Certificate)	41
Defendants' Exhibit 6 (Order)	45
Defendants' Exhibit 7 (Complaint)	49
Defendants' Exhibit 8 (Letter dated 2/5/18)	84
Defendants' Exhibit 9 (Affidavit)	86
Defendants' Exhibit 10 (Letter dated 7/19/18)	96
Defendants' Exhibit 11 (Dispute of ADR)	98
Defendants' Exhibit 12 (Letter dated 8/9/11)	103
Defendants' Exhibit 13 (Map)	117

* * * * *

1 my question -- first of all, I mean, the 2011 case,
2 as I look at it appears proper with a couple of
3 exceptions. First of all, as to Susie, let me ask
4 the Plaintiff. Obviously, if you never have
5 jurisdiction, you never get jurisdiction and all
6 that. How would the Plaintiff in the 2011 case
7 obtained jurisdiction over Susie's portion, whatever
8 that might be? And Susie, as a party, if, in fact,
9 it appears that she had passed away years before. I
10 think this case was even filed --

11 MR. MOSS: Oh, yeah. She passed away
12 in 2009. It was filed in 2011.

13 JUDGE DUKES: Right.

14 MR. REDFERN: And, I guess, one of
15 the things we had pointed out, I don't know if it
16 was during cross or direct, is that what we can
17 tell, when Ms. Douglas died, she died without a
18 will. There was no estate ever opened up for her.
19 And it's our understanding that the property of,
20 say, she held jointly with Clinton Douglas would
21 have passed to Clinton Douglas at the time of her
22 death.

23 Clinton Douglas was alive when the --

24 MR. MOSS: No right of survivorship.
25 It would only go to him if there was a right of

1 survivorship in the will.

2 JUDGE DUKES: Well, hold on one
3 second. And you all didn't -- I don't know that to
4 be the case. I mean, is that --

5 MR. MOSS: Yeah.

6 JUDGE DUKES: -- the case in North
7 Carolina because in South Carolina it's not the
8 case.

9 MR. REDFERN: Well, and again, I
10 mean, they haven't given us any sort, I mean,
11 indication as to what happened or if anything ever
12 was done with, you know, her ownership interest in
13 these properties. I mean --

14 JUDGE DUKES: Right.

15 MR. REDFERN: -- you could look up
16 the Beaufort County property records. It -- for
17 those three lots. It indicates that the owners are
18 Clinton and Susie Douglas. And --

19 JUDGE DUKES: I understand. But it's
20 incontrovertible, I think, that Susie passed away
21 before the case was filed. And, I believe, no
22 estate was opened. No administrator was named. No
23 -- and so I'm not sure if in the 2011 case there was
24 jurisdiction against Susie which is not to say that
25 if by operation of fall, part of her estate passed

1 Eric, then you may very well still have a lien on
2 whatever Eric's portion is that he got from Susie.
3 But I'm not -- you're saying it passes a hundred
4 percent to the husband. And not in South Carolina
5 doesn't, so --

6 MR. MOSS: Well, right.

7 JUDGE DUKES: I don't know what it
8 does in --

9 MR. REDFERN: Well, but -- Your Honor
10 -- I mean, again, I think the point is that --
11 again, if they want to attack jurisdiction in that
12 case, then we're in the wrong court.

13 JUDGE DUKES: Well, here's the
14 problem I've got. If you don't have jurisdiction
15 initially, you never have jurisdiction. And they're
16 attacking it in the '18 case across the board with
17 regard to everybody including the estate of Susie.
18 And so --

19 MR. REDFERN: Well, then -- I mean,
20 we would argue that nobody's actually, properly
21 appeared on her behalf. If they haven't opened it
22 up in the State, I'm not sure how Jim Moss can
23 technically represent Susie Douglas.

24 JUDGE DUKES: I don't know. It looks
25 like a big giant mess. I'll be honest with you.

