

Date: 11/10/2023

RECEIVED

Aug 28 2024

S.C. SUPREME COURT

Christopher Major:

1 North Main St, 2nd Floor, Greenville, SC,29601, USA.

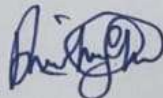
Oconee Court of Common Pleas,

205 W. Main St, Walhalla, SC. 29691, United States

AFFIDAVIT OF MAILING

I, OSCAR OJOK, of Namugongo, Kampala, Uganda, do solemnly make oath and state that:

1. I am an adult male Ugandan of sound mind and a law-abiding citizen.
2. I'm the Personal Assistant of Queen Dorothy Amolo.
3. When Queen Dorothy is in Uganda, I'm run all her personal errands.
4. On June 01, 2023, I was tasked with the responsibility of mailing court papers to:
Oconee Court of Common Pleas, 205 W. Main St, Walhalla, SC. 29691, United States
and Christopher Major: 1 North Main St, 2nd Floor, Greenville, SC,29601, USA.
5. I mailed the documents via Posta Uganda which a government owned courier agency and retained the copies of receipts on my file.
6. When Queen Dorothy returned to the USA in July 2023, she asked me to provide a copy of the receipts for mailing the documents because apparently the documents had not yet been delivered to the addresses. I sent her the copies of mailing receipts.
7. On October 04, 2023, Posta Uganda notified me the packages that I mailed were being returned to Uganda because they were Undeliverable.
8. We notified Queen Dorothy who then instructed me to ask Posta Uganda to remail the Packages.
9. Posta Uganda asked me to confirm that the addresses were correct. Queen Dorothy confirmed that the addresses were correct but "1" had to be separated from "North" as it seemed to be joined together on the mail to Christopher Major.
10. Posta Uganda remailed the packages on or about October 10, 2023, to the addresses at no additional fee.



11. Whatever I have stated herein is true and correct to the best of my knowledge, information, and belief.

SWORN AT KAMPALA THIS 10th DAY OF NOVEMBER, 2023

OJOK OSCAR



(DEPONENT)

BEFORE ME:

COMMISSIONER FOR OATHS



DRAWN & FILED BY: THE DEPONENT



Dorothy Pierce <dorothypierce84@gmail.com>

PLANETone Packaging v. Pierce et al.

14 messages

Major, Chris <cmajor@hsblawfirm.com>

Mon, Nov 6, 2023 at 3:45 PM

To: Dorothy Pierce <dorothypierce84@gmail.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Ms. Pierce,

Attached is a draft order setting out the rulings of the Court at the hearing and in his Form 4 Order. I would like to send this to chambers by the close of business on Friday, so please send me any comments on the order before then.

**Christopher B. Major** | AttorneyDirect 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

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Proposed Order on Motions to Dismiss, to Set Aside Default, and Default Judgment 8940271.1.docx
24K

Dorothy Pierce <dorothypierce84@gmail.com>

Mon, Nov 6, 2023 at 4:39 PM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Hello Chris,

I will send you my comments by Wednesday end of the day.

Thanks,

Dorothy

[Quoted text hidden]

2 attachments



Major, Chris <cmajor@hsblawfirm.com>

Fri, Nov 10, 2023 at 10:59 AM

To: Dorothy Pierce <dorothypierce84@gmail.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Ms. Pierce,

As I have not received any comments to the proposed order, I will plan on sending it to the Court today.



Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Nov 10, 2023 at 11:02 AM
 To: "Major, Chris" <cmajor@hsblawfirm.com>
 Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Major,

I'm of the opinion that we finalize the proof of mailing verification so that the order is conclusive of my non default.

I think this is the right thing to do.

Best regards,

Dorothy Pierce

[Quoted text hidden]

2 attachments



Major, Chris <cmajor@hsblawfirm.com> Fri, Nov 10, 2023 at 11:05 AM
 To: Dorothy Pierce <dorothypierce84@gmail.com>
 Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Ms. Pierce,

The Judge ruled that there would be a later hearing and finding on the proof. There will no doubt be a separate order from the Court setting forth its findings on that issue. The order that the Court requested last week is of his rulings at

that hearing. I can forward these emails when I transmit the proposed order so that they have your opinion that the order should wait until after the mailing issue has been addressed.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Nov 10, 2023 at 11:49 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Yes, please do. Let the court decide.

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 9:27 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>, "McIntosh, Lawton Law Clerk (Grace Kerley)" <Imcintoshlc@sccourts.org>, "McIntosh, Lawton Secretary (Tammy Jennings)" <Imcintoshsc@sccourts.org>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Chris,

Has the court already signed the order you drafted in this matter?

I have not received any signed order.

I do not wish to miss any statutory protected deadlines in this matter.

Please advise,

Dorothy Pierce

[Quoted text hidden]

Fri, Dec 8, 2023 at 9:34 AM

Major, Chris <cmajor@hsblawfirm.com>

To: Dorothy Pierce <dorothypierce84@gmail.com>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Ms. Pierce,

Judge McIntosh's order is attached. It was just filed this week and we are in the process of getting it served on you. As mentioned in the order, I will need login credentials for the E-Posta account from which the alleged June shipment was made. I also need all communications with Mr. Ojok about any mailing to me or the Court in this matter and any electronic communications or files relating to the mailing or any proof the mailing occurred as you have represented to the Court.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com


Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

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 **Order filed 12.5.23 8986677.1.pdf**
3110K

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 9:49 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>, "McIntosh, Lawton Law Clerk (Grace Kerley)" <lmcintoshlc@sccourts.org>, "McIntosh, Lawton Secretary (Tammy Jennings)" <lmcintoshsc@sccourts.org>

Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Posta Uganda does not have any client Portal.

The sender has to go physically to the address with a parcel and the employees create a receipt and receive a package once it's paid.

Secondly, we already sent you a copy of the June receipt and an Affidavit.

The first address that you have on your pleadings according to your own words does not receive mail. You provided a second Mailing Address. It is not contested that I was in Uganda. It is not contested that my friend had died. The fact that I was not within the country alone would have been sufficient to vacate the default.

And now, you are not even forthcoming about receiving the third Mail to the address you provided. At this point, I don't trust you. The last time in court, you and the judge were discussing your heritage.

[Quoted text hidden]

Major, Chris <cmajor@hsblawfirm.com>

Fri, Dec 8, 2023 at 10:08 AM

To: Dorothy Pierce <dorothypierce84@gmail.com>, "McIntosh, Lawton Law Clerk (Grace Kerley)" <Imcintoshlc@sccourts.org>, "McIntosh, Lawton Secretary (Tammy Jennings)" <Imcintoshsc@sccourts.org>
Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Ms. Pierce,

I am not going to enable your continued harassment of the Court officials. If you want to communicate with me, please do it in the proper manner.

[Quoted text hidden]

Major, Chris <cmajor@hsblawfirm.com>

Fri, Dec 8, 2023 at 10:14 AM

To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Ms. Pierce,

E-Posta certainly has a login portal. It is linked below. There is also a tracking function on the other website linked below. The Judge's Order requires that you have any such material in your possession. Either provide it as the Court has Ordered, or verify that you do not have any further evidence of the mailing so we may get the remaining part of your motion ruled on by the Court.

<https://www.eposta.ug/web/login>

<https://ugapost.co.ug/>

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 10:17 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>
Cc: "McIntosh, Lawton Law Clerk (Grace Kerley)" <Imcintoshlc@sccourts.org>, "McIntosh, Lawton Secretary (Tammy Jennings)" <Imcintoshsc@sccourts.org>, "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Chris,

I'm not harassing the court in any way. I made a follow-up on a decision which involved the court. You included the court in your email thread prior to my email this morning. I just sent you an email to the email thread.

You want to paint me as a dishonest person to the court after I provided everything to you and yet you definitely don't want to come clean about mails being sent to you.

My email questioning your honesty suddenly becomes harassment.

I have zero trust in lawyers in this State. It's unfortunate that the court will believe a lawyer's words even when they are misrepresenting facts over and over even when a pro se like me is telling the truth.

[Quoted text hidden]

4 attachments



Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>
Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Fri, Dec 8, 2023 at 10:19 AM

I will ask Oscar to go and find out

[Quoted text hidden]

4 attachments





Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>
Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>

Thu, Jan 11, 2024 at 12:22 PM

Mr. Major,

During the court hearing, the judge stated that I provide proof of mailing and you stated that the evidence submitted was not accompanied by an affidavit. Oscar sent you an affidavit shortly and later you changed the final draft order to a different requirement.

We don't have an online with Posta Uganda. Ojok Oscar doesn't have an online account with Posta Uganda.

Mr. Ojok has inquired if opening an online account will show past mailings. The post office stated it will show only the orders from the time of account creation.

Lastly, if we had any online account with post Uganda, providing you with access to an online account would be a breach of privacy and not acceptable.

You have every proof that the document was mailed to you, not once but twice.

We need to schedule a hearing to determine the evidence provide.

Thanks,

Dorothy
[Quoted text hidden]



Dorothy Pierce <dorothyperce84@gmail.com>

Affidavit of Mailing-2023CP3700232

7 messages

oscarsmile4 <oscarsmile4@gmail.com>

Fri, Nov 10, 2023 at 10:56 AM

To: cmajor@hsblawfirm.com

Cc: lmcintoshlc@sccourts.org, lmcintoshsc@sccourts.org, awatkins@oconeesc.com, dorothyperce84@gmail.com

Hello Mr. Major,

My name is Oscar Ojok.

I'm the personal assistant to Queen Dorothy. I was the one that mailed the legal documents to you and and the South Carolina court of common pleas. Queen Dorothy tells me that up to now your copy has never been delivered. I would like to mail to you my affidavit of Mailing. Please provide a valid mailing address that you use so that I can mail a hard copy of the affidavit.

Yours,

Oscar Ojok.

Sent from my Galaxy

3 attachments**IMG-20231110-WA0004.jpg**
38K**IMG-20231110-WA0003.jpg**
28K**Affidavit Oscar Ojok.pdf**
200K

Major, Chris <cmajor@hsblawfirm.com>

Fri, Nov 10, 2023 at 10:58 AM

To: oscarsmile4 <oscarsmile4@gmail.com>

Cc: "lmcintoshlc@sccourts.org" <lmcintoshlc@sccourts.org>, "lmcintoshsc@sccourts.org" <lmcintoshsc@sccourts.org>, "awatkins@oconeesc.com" <awatkins@oconeesc.com>, "dorothyperce84@gmail.com" <dorothyperce84@gmail.com>

Mr. Ojok,

My mailing address is P.O. Box 2048, Greenville, SC 29602.

HAYNSWORTH SINKLER BOYD

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

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Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 9:21 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Cc: oscarsmile4@gmail.com, "Imcintoshlc@sccourts.org" <Imcintoshlc@sccourts.org>, "Imcintoshsc@sccourts.org" <Imcintoshsc@sccourts.org>, "awatkings@oconeesc.com" <awatkings@oconeesc.com>

Mr. Major,

I expect you to be forthcoming about all the shipments from Uganda. Oscar Ojok mailed out an Affidavit again to the PO box address that you provided. Did you receive this mail or not? We have mailed documents three times and you claim you did not receive them and yet all parcels ever mailed from Uganda get delivered. In case of a bad address, it gets redelivered. You gotta be honest. You will NOT force a default judgment upon me by misrepresenting facts to the court

You are responsible for having a mailing address that receives mail.

If you procure a default judgment fraudulently, I will appeal this to the Court of Appeals.

Best regards,

Dorothy Pierce

[Quoted text hidden]

Major, Chris <cmajor@hsblawfirm.com>

Fri, Dec 8, 2023 at 9:29 AM

To: Dorothy Pierce <dorothypierce84@gmail.com>

Cc: oscarsmile4 <oscarsmile4@gmail.com>, "lmcintoshlc@sccourts.org" <lmcintoshlc@sccourts.org>, "lmcintoshsc@sccourts.org" <lmcintoshsc@sccourts.org>, "awatkins@oconeesc.com" <awatkins@oconeesc.com>, "Bradley, Patrick" <pbradley@hsblawfirm.com>

Ms. Pierce,

It is inappropriate to constantly drag court officials into every communication you send me, especially these absurd diatribes. You are the one under a Court order to provide proof of the supposed June mailings that were not received by me or the Court. The one whose credibility is at issue here is you, not me or my client.

I will respond to you regarding what we need pursuant to Judge McIntosh's Order in a separate communication that does not take up any more time of the court officers.

**HAYNSWORTH
SINKLER BOYD**

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Fri, Dec 8, 2023 at 9:36 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>
Cc: oscarsmile4 <oscarsmile4@gmail.com>, "Imcintoshlc@sccourts.org" <Imcintoshlc@sccourts.org>, "Imcintoshsc@sccourts.org" <Imcintoshsc@sccourts.org>, "awatkins@oconeesc.com" <awatkins@oconeesc.com>, "Bradley, Patrick" <pbradley@hsblawfirm.com>

Chris,

An affidavit of Mailing was sent to you by Oscar Ojok. Did you receive this Affidavit or NOT?

If you had any specific requirements, you needed to communicate to Ojok Oscar who asked you for a valid mailing address several weeks ago after sending you a copy of his Affidavit.

Secondly, I have not received any court order yet since you drafted it.

I will take this matter to the Court of Appeals at this time as soon as I receive the order.

Best Regards,

Dorothy Pierce
[Quoted text hidden]

Major, Chris <cmajor@hsblawfirm.com> Fri, Dec 8, 2023 at 9:44 AM
To: Dorothy Pierce <dorothypierce84@gmail.com>
Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>

Ms. Pierce,

As I indicated before, it is inappropriate to continually drag the Court officers into every communication. If you need to communicate with me, please do it directly without inappropriately dragging them into the discussion. I did receive the recent mailing from Mr. Ojok. I have also emailed you a copy of the Order that was just entered this week. A formal mailing will be forthcoming. Please provide the information requested in my separate email (and which the Court directed you to provide) as soon as possible so we can keep this matter moving along.

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com> Fri, Dec 8, 2023 at 10:10 AM
To: "Major, Chris" <cmajor@hsblawfirm.com>
Cc: "Bradley, Patrick" <pbradley@hsblawfirm.com>, "Lollis, Paula" <Plollis@hsblawfirm.com>, "Pack, Angie" <apack@hsblawfirm.com>

Chris,

I have met very dubious lawyers in this State. My trust in lawyer's words is zero.

You have to understand this.

I lost my friend, flew to Uganda, partially participated in an in-party primaries as demanded by the constituents. I had the busiest schedules, still, made sure a motion to dismiss was sent to you and the court.

I'm a sole owner of my company, which means to hire a lawyer, I needed to be physically here in the United States. This alone, would have been enough to vacate the default on both American Pharma and myself. And by the way, I tried to talk to a few lawyers while in Uganda for American Pharma but didn't get a reply.

So, I look at "keeping in default until I prove the mailing" which I have already done, as a trick. I won't play along with it. All you have to do is reject everything I provide, like you have been doing and keep making unreasonable demands then

I will be out of time to appeal the order.

I don't trust lawyers in this state and i don't know if i trust judges in this county. Everyone is friends with everyone.

If we can't reach a resolution in the next 10 days as to "Proof of Mailing" which I believe I have already done. I will have to appeal the order and also have a lawyer file a motion to vacate the default on behalf of American Pharma.

Best regards,

Dorothy Pierce

[Quoted text hidden]

4 attachments



RECEIPT



Kampala GPO
RECEIPT No.: B-GPO-76-29340

TIN: 1000027427

P.o Box 7106 Kampala, Phone: 0414255511

Date: 2023-06-01 10:52:26

Pay Method: Cash

Destination (Country) United States Of
America

Destination (Station)

Item. No. RR224086369UG

Item Weight(Gms). 47

Sender Name. OSCAR OJOK

Sender Address KAMPALA
UGANDA

Sender Contact. 0786627801

Reciever: OCONEE COURT OF
COMMON PLEAS

Reciever Address. 205 W MAINST.
WALHALLA SC
29691 USA

Reciever Contact. +8649167303

Vat UGX 0

Postage Fee. UGX 15,957

Total: UGX 15,957

You Were Served By Finugaita
Thank You!!! Please Come Again

RECEIPT



Kampala GPO

RECEIPT No.: B-GPO-76-29339

TIN: 1000027427

P.o Box 7106 Kampala, Phone: 0414255511

Date: 2023-06-01 10:47:01
Pay Method: Cash

Destination (Country) United States Of America

Destination (Station)

Item. No. RR224086390UG

Item Weight(Gms). 47

Sender Name. OSCAR OJOK

Sender Address KAMPALA
UGANDA

Sender Contact. 0786627801

Reciever: CHRISTOPHER
MAJORReciever Address. IN MAIN ST 2ND
FLOOR
GREENVILLE SC
29601 USA

Reciever Contact. +8642403211

Vat UGX 0

Postage Fee. UGX 15,957

Total: UGX 15,957

You Were Served By Finugaita
Thank You!!! Please Come Again

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS
C.A. No.: 2023-CP-37-00232

PlanetONE Packaging, LLC,
Plaintiff,

v.

American Pharma Machinery, LLC, and
Dorothy Pierce a/k/a Dorothy Wells a/k/a
Dorothy Aleweny a/k/a Queen Dorothy
Amolo,
Defendants.

ORDER

This matter came before the Court on November 1, 2023, on three motions: (1) the Motion to Dismiss filed by Defendant Dorothy Pierce, (2) the Motion to Set Aside Entry of Default filed by Defendants Dorothy Pierce and American Pharma Machinery, LLC (“American Pharma”), and (3) Plaintiff PlanetONE Packaging, LLC’s Motion for Default Judgment. Present at the hearing were Defendant Dorothy Pierce, *pro se*, and attorney Christopher B. Major on behalf of Plaintiff. Having reviewed the filings in this matter and heard the arguments of Plaintiff and the moving Defendants, the Court ORDERS as follows:

Procedural Background

Defendants were served with the Amended Complaint in this matter on May 9, 2023. The deadline to answer or otherwise respond to the Complaint was June 8, 2023. No responsive pleading was submitted to the Court or Plaintiff at that time. On June 9, 2023, Plaintiff moved for an entry of default against Defendants due to the fact that no responsive pleading had been received. This Court entered default against all Defendants via Order of Judge R. Scott Sprouse, dated June 20, 2023.

On July 21, 2023, Defendant Pierce emailed the Clerk of Court, several Court employees, and Plaintiff's counsel representing that she had attempted to mail a Motion to Dismiss to the Clerk of Court and Plaintiff's counsel on June 1, 2023 from Uganda. Attached to that email was a .pdf of a document captioned "Motion to Dismiss." Later that same day, Pierce hand delivered an *updated* version of her Motion to Dismiss that noted, among other things, that her purported June 1 mailing "may have not yet been delivered to the Court until the time of this filing." (See Paragraph 5 of Defendant Pierce's Motion to Dismiss, filed July 21, 2023).

Subsequently, Attorney Nekedia Heath (S.C. Bar No. 104977) appeared in this action and filed a Motion to Set Aside Entry of Default as to all Defendants on July 31, 2023.

Plaintiff filed a Motion for Default Judgment as to all Defendants on August 17, 2023.

Then, a hearing was initially held on Defendant Pierce's Motion to Dismiss and Defendants' Motion to Set Aside Entry of Default on August 21, 2023 before Judge J. Cordell Maddox, Jr.¹ At the hearing, Defendants verbally relied upon the purported June mailing as the basis for setting aside the entry of default but filed no memorandum of law or documentation supporting that position. Likewise, no evidence of mailing was provided at that hearing. Still, the Court continued the hearing on both motions to allow Defendants an opportunity to submit proof of mailing for the Court's review.

Plaintiff's counsel did not receive any proof of mailing from Defendants nor their counsel after the hearing. But on October 23, 2023, Attorney Heath moved to be relieved as counsel because Defendants consented to the motion and because "The Rules of Professional Conduct require so." On that same day, the Court granted Attorney Heath's request. On the same day,

¹ No hearing occurred on August 21, 2023 as to Plaintiff's then-pending Motion for Default Judgment as it had not yet been assigned a hearing date on the court roster.

Pierce emailed the Clerk of Court, the Law Clerk for the undersigned, several other Court personnel, and Plaintiff's counsel to indicate that while she would be representing herself going forward, that she understood American Pharma would need an attorney to represent it. No attorney has made an appearance on behalf of American Pharma since Attorney Heath's withdrawal.

Motion to Set Aside Entry of Default

A. Legal Standard

Pursuant to Rule 55(c) of the South Carolina Rules of Civil Procedure, “[f]or 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).” “Whether good cause is established is within the sound discretion of the court.” *Williams v. Vanvolkenburg*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994). “This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice.” *Sundown Operating Co., Inc. v. Intedge Indus., Inc.*, 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009).

B. Analysis

As the moving party seeking to set aside or avoid default, Pierce and American Pharma have the obligation and burden to “provide an explanation for the default.” *Regions Bank v. Owens*, 402 S.C. 642, 648, 741 S.E.2d 51, 54 (Ct. App. 2013). As to American Pharma, no such explanation has been proffered. The only argument offered in the motion to justify setting aside the entry of default centers on Pierce's claim that she timely mailed a Motion to Dismiss while she was in Uganda. However, any such mailing would afford no relief to American Pharma. The Motion to Dismiss, both the version dated June 1, 2023 that was emailed to the Clerk of Court by Pierce on July 21, 2023, and the updated version that Pierce hand-delivered and filed on July 21,

2023, does not offer any argument or defense to liability for American Pharma. Instead, the Motion to Dismiss was submitted on behalf of Pierce only and argues only that Pierce is not responsible for the liabilities of American Pharma. As such, had the Motion to Dismiss been timely received by the Court before June 8, 2023, American Pharma would still be in default for failing to answer or otherwise respond.

Moreover, Pierce is not an attorney and cannot file a responsive pleading on behalf of American Pharma. As a limited liability company, American Pharma cannot be represented by someone who is not an attorney in this action.² *Renaissance Enters., Inc. v. Summit Teleservice, Inc.*, 334 S.C. 649, 651, 515 S.E.2d 257, 258 (1999) (noting that under South Carolina law a corporation must be represented by a lawyer in any court other than magistrates court). For these reasons, the Motion to Set Aside Entry of Default is **DENIED** as to American Pharma.

As to Defendant Pierce, the Motion to Set Aside Entry of Default argues that good cause exists to set aside the default because Pierce timely responded to the Amended Complaint by mailing a Motion to Dismiss from Uganda on June 1, 2023. To support this contention, on October 30, 2023, Pierce emailed numerous Court personnel and Plaintiff's counsel images of two documents that she claimed were receipts for the mailing of the Motion to Dismiss on June 1, 2023.

² The Motion to Set Aside Entry of Default was filed on July 31, 2023 by Attorney Heath on behalf of American Pharma and Pierce. The Motion to Dismiss was docketed on July 21, 2023, at which time no attorney had appeared for American Pharma. Heath was allowed to withdraw from this action on October 23, 2023. There has not been an appearance by an attorney on behalf of American Pharma since October 23, 2023. As such, American Pharma had no counsel of record at the time of the November 1, 2023 hearing on these motions.

In response, Plaintiff makes two arguments. First, Plaintiff asserts that by utilizing a postal system outside the United States, Pierce assumed the risk of non-delivery of the alleged mailing from Uganda.

Second, Plaintiff challenges the authenticity of the receipts submitted by Pierce. Plaintiff has submitted tracking information from a website linked from the Ugandan Postal Service indicating that the two receipts submitted by Pierce relate to shipments that were sent from Uganda on October 11, 2023, not on the June 1, 2023 date represented by Pierce. Plaintiff further notes that the receipts have not been authenticated via Affidavit or other sworn testimony.³

Based upon the current record, the Court is unable to make a determination as to the authenticity of the receipts. Pierce has the burden of “provid[ing] an explanation for the default” that would meet the good cause standard. *Regions Bank*, 402 S.C. at 648, 741 S.E.2d at 54. As such, the Court instructs Pierce to provide evidence sufficient to establish that the Motion to Dismiss was in fact mailed on June 1, 2023 to Plaintiff’s counsel and the Court by December 21, 2023. This submission should include any tracking information that is available from the ePosta site maintained by the Posta Uganda or any other independent physical evidence of mailing. If requested by Plaintiff’s counsel, Pierce will also provide login information for any relevant ePosta account so that Plaintiff can investigate the accuracy and completeness of any information provided pursuant to this Order.

³ The receipts further indicate that they relate to packages mailed by an “Oscar Ojok” rather than by Defendant Pierce.

Motion to Dismiss

A. Legal Standard

In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint. *Spence v. Spence*, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper. *Baird v. Charleston Cty.*, 333 S.C. 519, 511 S.E.2d 69 (1999); *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (1995). “The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved on his behalf, the complaint states any valid claim for relief.” *Gentry v. Yonce*, 337 S.C. 1, 5, 522 S.E.2d 137, 139 (1999). The complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action. *Toussaint v. Ham*, 292 S.C. 415, 357 S.E.2d 8 (1987).

B. Analysis

Pierce’s Motion to Dismiss that has been docketed with the Court is the one that was filed on July 21, 2023; it is dated that same day. Pierce was in default at the time the Motion to Dismiss was docketed, so the proper procedural remedy at that time is a Motion to Set Aside Entry of Default. As such, the Motion to Dismiss is DENIED.

Even if the Motion to Dismiss had been timely mailed and received by the Court, the outcome would still be the same. The Motion to Dismiss argues that Pierce is shielded from liability in this action pursuant to S.C. Code Ann. § 33-44-303. That statute provides, in relevant part, that “the debts, obligations, and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the company. A

member or manager is not personally liable for a debt, obligation, or liability of the company solely by reason of being or acting as a member or manager.” Pierce argues that she dealt with Plaintiff on behalf of American Pharma, and is shielded from liability due to her status as a member or manager of American Pharma.⁴

Pierce reads § 33-44-303 too broadly. The statute would provide immunity to Pierce from any theory of vicarious liability for any obligations of American Pharma. However, as the official comments to the statute make clear, “A member or manager [of an LLC] **is responsible** for acts or omissions to the extent those acts or omissions would be actionable in contract or tort against the member or manager if that person were acting in an individual capacity.” (Emphasis added).

In the Amended Complaint, Plaintiff alleges that all of its dealings with Defendants were directly with Pierce. To the extent that Plaintiff is able to prove that Pierce engaged in conduct that met the elements of the causes of action directed at her individually in the Amended Complaint, including the claims for fraud, unjust enrichment, and breach of contract accompanied by fraud, then she is subject to liability for those actions. Her status as a member or manager of American Pharma does not insulate her from liability or her own conduct. *See Johnson v. Little*, 426 S.C. 423, 432-433, 827 S.E.2d 207, 212-213 (Ct. App. 2019) (rejecting argument by a manager of an LLC that “all liabilities rest solely with the company” and finding that manager can be liable for his own tortious conduct). For those reasons, the Motion to Dismiss is DENIED.

Motion for Default Judgment

American Pharma is in default and is subject to a default damages hearing. However, since the Court has afforded Pierce another opportunity to submit evidence that would justify setting

⁴ The Motion to Dismiss does not specify what role Pierce has with American Pharma, so it is not entirely clear whether she is a member of the LLC, a manager or the LLC, or both. However, this ambiguity is not essential to the basis for the Court’s ruling.

aside the entry of default, it would not promote judicial economy to move forward with a damages hearing at this time when there is a possibility of having to hold another hearing at a later date. Accordingly, the Court will defer the default judgment issue until a later date.

Conclusion

Therefore, it is hereby ordered, for the reasons set forth above, that:

(1) The Motion to Dismiss is DENIED;

(2) The Motion to Set Aside Entry of Default is DENIED as to American Pharma. As to Pierce, she will remain in default unless she submits proof of the June 1 mailing by December 21, 2023; and

(3) The Motion for Default Judgment will be resolved after a final ruling on Pierce's Motion to Set Aside Entry of Default.

IT IS SO ORDERED.



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al

Case Number: 2023CP3700232

Type: Order/Other

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Planetone Packaging Llc
PLAINTIFF(S)

American Pharma Machinery Llc et al
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:

Defendant Pierces motion to reconsider the Courts January 16th, 2024 order is denied without the necessity of a hearing. No formal order is required.

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 02/06/2024 .

Dorothy Pierce for Dorothy Pierce
Queen Dorothy Amolo
Dorothy Aleweny
Dorothy Wells
Dorothy Pierce for Dorothy Pierce
American Pharma Machinery Llc

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.



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al

Case Number: 2023CP3700232

Type: Order/Electronic Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. CP 2023CP3700232

Planetone Packaging LLC
PLAINTIFF(S)

American Pharma Machinery LLC, et al.
DEFENDANT(S)

Submitted by: R. Lawton McIntosh	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or
	<input type="checkbox"/> 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
- 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:

ORDER INFORMATION

THE 45 DAY DEADLINE FROM THE PREVIOUS FORM 4 ORDER HAS PASSED. THIS FORM 4 ORDER CONFIRMS THAT DEFENDANT DOROTHY PIERCE IS IN DEFAULT IN HER INDIVIDUAL CAPACITY. NO FORMAL ORDER IS REQUIRED UNLESS REQUESTED BY THE PARTIES. IF A FORMAL ORDER IS REQUESTED, MR. MAJOR IS TO FILE THE FORMAL ORDER.

This order ends does not end the case.

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)
		\$
		\$
		\$
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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.



Oconee Common Pleas

Case Caption: Planetone Packaging Llc VS American Pharma Machinery Llc ,
defendant, et al
Case Number: 2023CP3700232
Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH



Dorothy Pierce <dorothypierce84@gmail.com>

Possibility of Settlement

19 messages

Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>

Wed, Jan 24, 2024 at 7:22 PM

Mr. Major,

Would you wish to settle this matter out of court?

Best regards,

Dorothy Pierce

Major, Chris <cmajor@hsblawfirm.com>
To: Dorothy Pierce <dorothypierce84@gmail.com>

Wed, Jan 24, 2024 at 7:48 PM

Ms. Pierce,

I am sure my client would consider a reasonable settlement offer.



Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

[Quoted text hidden]

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or

entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Dorothy Pierce <dorothypierce84@gmail.com>

Thu, Jan 25, 2024 at 8:42 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Major,

I would suggest full refund and legal fees.

On top of that, you will have to call posta Uganda and validate that the Documents were mailed on June 1, 2023 or agree that I have provided sufficient information to satisfy the order.

Best regards,

Dorothy Pierce

Best regards,

Dorothy Pierce

[Quoted text hidden]

2 attachments



Major, Chris <cmajor@hsblawfirm.com>

Thu, Jan 25, 2024 at 11:19 AM

To: Dorothy Pierce <dorothypierce84@gmail.com>

What time frame would you propose for paying back Planetone and paying the fees?

I am not sure I follow what you are asking me to do as far as the Ugandan post office. I have used the tracking features of its website but I have not spoken to anyone at the Ugandan Post office. While the Defendants are in default, the Court has yet to enter judgment in favor of Plaintiff. If we settle the case then the lawsuit would be dismissed and the judgment would never get entered.

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>

Sat, Jan 27, 2024 at 10:08 AM

To: "Major, Chris" <cmajor@hsblawfirm.com>

Chris,

Sorry for the late reply. The last few days have been hectic.

Can we schedule a phone call so we can iron out the details?

Let me know what time works for you.

Thanks,

Dorothy

[Quoted text hidden]

2 attachments



Major, Chris <cmajor@hsblawfirm.com>
To: Dorothy Pierce <dorothypierce84@gmail.com>

Mon, Jan 29, 2024 at 7:42 AM

Sure. I am in the office all week and should generally be available or be able to return a call within a reasonable amount of time.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

From: Dorothy Pierce <dorothypierce84@gmail.com>
Sent: Wednesday, January 24, 2024 7:22 PM
To: Major, Chris <cmajor@hsblawfirm.com>
Subject: Possibility of Settlement

Mr. Major,

Would you wish to settle this matter out of court?

Best regards,

Dorothy Pierce
[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>

Wed, Jan 31, 2024 at 7:36 PM

Perfect. I will try to call you tomorrow.

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>

Mon, Mar 4, 2024 at 11:50 AM

Hello Chris,

I tried to call your office about three weeks ago but I didn't hear back from you.

Can you send me a draft settlement?

If we aren't settling this case, I would rather file an appeal to the court of Appeals on my behalf and also hire an attorney for American Pharma to proceed with necessary paperwork or course of action.

The deadline is looming.

Thanks,

Dorothy Pierce

[Quoted text hidden]

Major, Chris <cmajor@hsblawfirm.com>
To: Dorothy Pierce <dorothypierce84@gmail.com>

Mon, Mar 4, 2024 at 11:51 AM

Ms. Pierce,

I do not recall receiving a voice mail message from you. I can draft a settlement agreement. For my earlier question about the time frame, how quickly were you proposing to pay Planetone back?

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

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[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>

Mon, Mar 4, 2024 at 12:13 PM

I'm proposing within 6 months but may be paid sooner than 6 months.

I want to get this issue resolved as soon as possible.

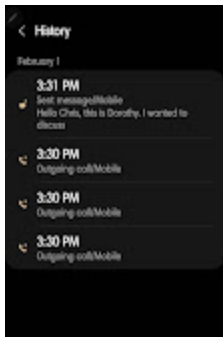
See the attached screenshots.

Thanks,

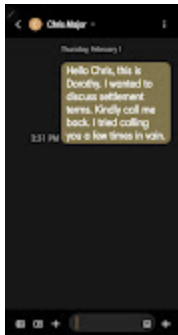
Dorothy

[Quoted text hidden]

2 attachments



Screenshot_20240304_121235.jpg
158K



Screenshot_20240304_121212.jpg
214K

Major, Chris <cmajor@hsblawfirm.com>
 To: Dorothy Pierce <dorothypierce84@gmail.com>

Mon, Mar 4, 2024 at 3:08 PM

If you sent the message as a text to the number in my signature, that would explain the issue. The number is a landline.

I will check with my client on those terms, but I suspect they are going to want some amount upfront. Also, it is typical in payment over time situations to include a confession of judgment in an amount exceeding the figure being paid that can only be recorded if there is a default. Otherwise, there is little incentive to actually keep to the schedule. And upon the final payment being made the confession in the larger amount is destroyed without ever being recorded.

[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>
 To: "Major, Chris" <cmajor@hsblawfirm.com>

Tue, Mar 5, 2024 at 9:23 AM

Send me a draft first. We must both act in good faith. I will agree to terms that can benefit both parties. Knowingly entering into a settlement agreement with no intent to keep its terms is wrong.

I would want an acknowledgment that I mailed the motion to dismiss from Uganda and satisfied the order. My personal assistant's affidavit was sufficient. You can still contact Posta Uganda and verify the records. If I proceeded to Appeal, it would mostly be to prove that I was not I Default.

Thanks,
 Dorothy Pierce

[Quoted text hidden]

2 attachments



Major, Chris <cmajor@hsblawfirm.com>
 To: Dorothy Pierce <dorothypierce84@gmail.com>

Tue, Mar 5, 2024 at 10:04 AM

Ms. Pierce,

A settlement agreement is a resolution of disputed claims. It can include a statement that you believe that a proper response was made, but it is not customary or appropriate to ask my client to stipulate to a factual matter from the underlying suit, particularly factual matters already decided by the court like occurred here—regarding both the mailing and the lack of compliance with the order. If you are going to require a settlement agreement to contain a provision that my client “acknowledge[es] that [you] mailed the motion to dismiss from Uganda and satisfied the [court’s] order,” I do not believe my client will agree to that and would prefer to proceed with a hearing on its damages this spring.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

From: Dorothy Pierce <dorothypierce84@gmail.com>
Sent: Monday, March 4, 2024 11:51 AM
To: Major, Chris <cmajor@hsblawfirm.com>
Subject: Re: Possibility of Settlement

Hello Chris,

I tried to call your office about three weeks ago but I didn't hear back from you.

Can you send me a draft settlement?

If we aren't settling this case, I would rather file an appeal to the court of Appeals on my behalf and also hire an attorney for American Pharma to proceed with necessary paperwork or course of action.

The deadline is looming.

Thanks,

Dorothy Pierce

On Wed, Jan 31, 2024, 7:36 PM Dorothy Pierce <dorothypierce84@gmail.com> wrote:

Perfect. I will try to call you tomorrow.

On Mon, Jan 29, 2024 at 7:42 AM Major, Chris <cmajor@hsblawfirm.com> wrote:

Sure. I am in the office all week and should generally be available or be able to return a call within a reasonable amount of time.

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

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[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>

Tue, Mar 5, 2024 at 1:28 PM

Chris,

You have to state the facts accurately on both sides. I have asked that you draft an order with an acknowledgement that mailed the documents. You have received documents from Uganda and you also received affidavit from my PA. These must be included in the agreement. I don't think you will simply draft a settlement agreement without mentioning or acknowledging what you received. This would be dishonest.

[Quoted text hidden]

2 attachments



Dorothy Pierce <dorothypierce84@gmail.com>
Draft To: "Major, Chris" <cmajor@hsblawfirm.com>

Tue, Mar 5, 2024 at 1:49 PM

Kindly,

Let me know your position before my deadline to file an appeal on the February 06, 2024 order passes.

[Quoted text hidden]

Major, Chris <cmajor@hsblawfirm.com>
To: Dorothy Pierce <dorothypierce84@gmail.com>

Tue, Mar 5, 2024 at 2:03 PM

Ms. Pierce,

We were talking about a settlement agreement, so I do not understand your references to “draft[ing] an order.” I am not drafting any order. The Court has already ruled multiple times on your arguments about the underlying facts. Your arguments regarding the default have been resolved by the Court and I agree with the rulings issued by the Court. The only pending matter left before the Court is a determination of my client’s damages. I am not interested in running up additional costs for my client arguing about issues that have already been decided by the Court. The demand you are making is inappropriate, as the whole point of a settlement agreement is that it is a resolution of disputed claims. As such, settlement agreements typically include boilerplate language that by entering into the settlement, neither party is admitting the allegations made by the other side. If you are interested in moving forward with a traditional settlement agreement, then I will prepare a draft agreement and confession for your consideration. But I am not going to revisit issues that have already been decided by the Court.



Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

From: Dorothy Pierce <dorothypierce84@gmail.com>

Sent: Tuesday, March 5, 2024 1:29 PM

To: Major, Chris <cmajor@hsblawfirm.com>

Subject: Re: Possibility of Settlement

Chris,

You have to state the facts accurately on both sides. I have asked that you draft an order with an acknowledgement that mailed the documents. You have received documents from Uganda and you also received affidavit from my PA. These must be included in the agreement. I don't think you will simply draft a settlement agreement without mentioning or acknowledging what you received. This would be dishonest.

On Tue, Mar 5, 2024, 10:04 AM Major, Chris <cmajor@hsblawfirm.com> wrote:

Ms. Pierce,

A settlement agreement is a resolution of disputed claims. It can include a statement that you believe that a proper response was made, but it is not customary or appropriate to ask my client to stipulate to a factual matter from the underlying suit, particularly factual matters already decided by the court like occurred here—regarding both the mailing and the lack of compliance with the order. If you are going to require a settlement agreement to contain a provision that my client “acknowledge[es] that [you] mailed the motion to dismiss from Uganda and satisfied the [court’s] order,” I do not believe my client will agree to that and would prefer to proceed with a hearing on its damages this spring.

 Haynsworth Sinkler Boyd P.A.

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.

ONE North Main, 2nd Floor | Greenville, SC 29601

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From: Dorothy Pierce <dorothypierce84@gmail.com>

Sent: Tuesday, March 5, 2024 9:23 AM

To: Major, Chris <cmajor@hsblawfirm.com>

Subject: Re: Possibility of Settlement

Send me a draft first. We must both act in good faith. I will agree to terms that can benefit both parties. Knowingly entering into a settlement agreement with no intent to keep its terms is wrong.

I would want an acknowledgment that I mailed the motion to dismiss from Uganda and satisfied the order. My personal assistant's affidavit was [sufficient](#). You can still contact Posta Uganda and verify the records. If I proceeded to Appeal, It would mostly be to prove that I was not I Default.

Thanks,

Dorothy Pierce

On Mon, Mar 4, 2024, 3:08 PM Major, Chris <cmajor@hsblawfirm.com> wrote:

If you sent the message as a text to the number in my signature, that would explain the issue. The number is a landline.

I will check with my client on those terms, but I suspect they are going to want some amount upfront. Also, it is typical in payment over time situations to include a confession of judgment in an amount exceeding the figure being paid that can only be recorded if there is a default. Otherwise, there is little incentive to actually keep to the schedule. And upon the final payment being made the confession in the larger amount is destroyed without ever being recorded.

Christopher B. Major | Attorney

Direct 864.240.3211 | cmajor@hsblawfirm.com

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Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>

Tue, Mar 5, 2024 at 2:19 PM

Chris,

I will send you a draft. You can then decide on what you want to do. I think it's just a misunderstanding. I don't see anything confusing.

Thank you.

[Quoted text hidden]

2 attachments



Major, Chris <cmajor@hsblawfirm.com>
To: Dorothy Pierce <dorothypierce84@gmail.com>

Tue, Mar 5, 2024 at 2:20 PM

The confusion was your reference to an order. There is nothing pending in the case that requires an order. I would rather agree to general terms of a settlement first and then I can prepare a proposal since it will have to contain a confession of judgment for my client to consider any settlement that involves payments over time.

[Quoted text hidden]

[Quoted text hidden]

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[Quoted text hidden]

Christopher B. Major | Attorney

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[Quoted text hidden]

Dorothy Pierce <dorothypierce84@gmail.com>
To: "Major, Chris" <cmajor@hsblawfirm.com>

Tue, Mar 5, 2024 at 2:25 PM

That sounds fair.

I just want all facts included. Leave out any part of order out. I don't care as long as all facts are stated "as is"
[Quoted text hidden]

2 attachments

