

THE SOUTH CAROLINA COURT OF APPEALS **RECEIVED**

APPELLATE CASE NO. 2023-001705

AUG 29 2024

SC Court of Appeals

SUZANNE SILVERMAN, RESPONDENT

V.

RIDEAWAY MOTORS LLC, CHRIS WOODBURY, AND TREY COOPER
INDIVIDUALLY AND/OR D/B/A/ RIDEAWAY MOTORS LLC, DEFENDANTS

OF WHOM CHRIS WOODBURY IS THE APPELLANT

THE HONORABLE GEORGE M. McFADDIN, JR.

THE HONORABLE MICHAEL G. NETTLES

FLORENCE COUNTY COURT OF COMMON PLEAS

TRIAL CASE NO. 2023CP2100754

APPELLANT'S RECORD ON APPEAL

Appellant

Chris Woodbury
407 West Smith Street
Timmonsville, SC 29161
(843)307-9567

Respondent counsel of record

J. Charles Ormond, Jr., Esq.
301 Stoneridge Drive
Columbia, SC 29210
(803)933-9000

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STATE OF SOUTH CAROLINA)
)
)
COUNTY OF FLORENCE,)
)
SUZANNE SILVERMAN,)
)
Plaintiff,)
)
v.)
)
RIDE AWAY MOTORS LLC, CHRIS)
WOODBURY, and TREY COOPER,)
Individually and/or dba RIDE AWAY)
MOTORS, LLC,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
TWELFTH CIRCUIT

CIVIL CASE #: 2023CP2100754

ORDER FOR DEFAULT JUDGMENT

WHEREAS, the Plaintiff has moved the Court for Default Judgment as to the liability of Defendants Ride Away Motors, LLC, Chris Woodbury, and Trey Cooper, Individually and/or dba Ride Away Motors, LLC, and

WHEREAS, it appears that more than forty-five (45) days have elapsed since service of Summons and Complaint and no answer or responsive pleading had been filed by said Defendants within the statutorily prescribed period of time for filing an answer to a summons and complaint; and

WHEREAS, good and sufficient reasons exist for granting said motion;

NOW, IT IS ORDERED, ADJUDGED AND DECREED, that Plaintiff's Motion for Default Judgment is hereby **GRANTED** as to the liability of Defendants Ride Away Motors, LLC, Chris Woodbury, and Trey Cooper, Individually and/or dba Ride Away Motors, LLC. The issue of damages alone remains and is reserved until time of a hearing on the issue of unliquidated damages.

IT IS SO ORDERED

The Honorable Michael G. Nettles
Administrative Judge of the Twelfth Judicial
Circuit

Columbia, South Carolina

_____, 2023.



Florence Common Pleas

Case Caption: Suzanne Silverman VS Ride Away Motors Llc , defendant, et al
Case Number: 2023CP2100754
Type: Order/Entry of Default

So Ordered

s/ The Honorable Michael G. Nettles #2140

Electronically signed on 2023-10-02 13:24:45 page 3 of 3

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2100754

Suzanne Silverman
PLAINTIFF(S)

Ride Away Motors 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's Motion to Change Venue to Williamsburg County was before the Court on 9/18/2023. Neither party was present at the call of the case. Therefore, the Motion to Change Venue ONLY is dismissed for lack of prosecution.

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 09/22/2023 .

Trey Cooper
Chris Woodbury for Chris Woodbury
Ride Away Motors Llc
Noah Rosner
Chris Woodbury for Chris Woodbury

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

5

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), SCRPC.

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Florence Common Pleas

Case Caption: Suzanne Silverman VS Ride Away Motors Llc , defendant, et al
Case Number: 2023CP2100754
Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2023-09-22 09:08:56 page 3 of 3

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STATE OF SOUTH CAROLINA)
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COUNTY OF FLORENCE)
)
SUZANNE SILVERMAN,)
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Plaintiff,)
)
v.)
)
RIDE AWAY MOTORS LLC, CHRIS)
)
WOODBURY, and TREY COOPER,)
)
Individually and/or dba RIDE AWAY)
)
MOTORS, LLC,)
)
Defendants.)
)
_____)

IN THE COURT OF COMMON PLEAS
TWELFTH CIRCUIT

SUMMONS COMPLAINT
(JURY TRIAL DEMANDED)

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscriber at his office at 301 Stoneridge Drive, Columbia, South Carolina 29210 within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer within the prescribed time, a judgment by default will be rendered against you for the amount or other remedy requested in the attached Complaint plus interest and costs.

Attorneys for Plaintiff
ORMOND – DUNN

s/ J. Charles Ormond, Jr.
J. Charles Ormond, Jr.

301 Stoneridge Drive
Columbia, South Carolina 29210
(803) 933-9000 / (803) 828-7404
chuck@ormonddunn.com

Noah S. Rosner
NC Bar No. 38823
Attorney for Plaintiff
ROSNER LAW GROUP, P.C.
Northridge 400, Bldg. 2
8325 Dunwoody Place
Atlanta, Georgia 30350
770/408-1223
noahrosner@yahoo.com

Dated: April 4, 2023

{00037500 1 }



STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
SUZANNE SILVERMAN,)
Plaintiff,)
v.)
RIDE AWAY MOTORS LLC, CHRIS)
WOODBURY, and TREY COOPER,)
Individually and/or dba RIDE AWAY)
MOTORS, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS
TWELFTH CIRCUIT

COMPLAINT
(JURY TRIAL DEMANDED)

COMPLAINT FOR DAMAGES

COMES NOW, SUZANNE SILVERMAN, (hereinafter "Plaintiff"), Plaintiff in the above-captioned action, and files this her Complaint showing the Court as follows:

1.

Defendant RIDE AWAY MOTORS LLC (hereinafter referred to as "Defendant Motors") is, upon information and belief, a limited liability company organized and existing under the laws of the State of South Carolina. Service may be perfected by serving the agent for service of process, Trey Cooper, at the address of 3205 Savannah Grove Road, Effingham SC 29541. This Defendant is subject to the jurisdiction and venue of this Honorable Court.

2.

Defendant Chris Woodbury, (hereinafter referred to as "Defendant Woodbury") is, upon information and belief, a resident of the State of South Carolina and subject to the venue and jurisdiction of this Court. Said defendant may be served at the address of 407 W. Smith Street, Timmons ville SC. This Defendant is subject to the jurisdiction and venue of this Honorable Court.

3.

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Defendant Trey Cooper, Individually and/or dba Ride Away Motors, LLC, (hereinafter referred to as "Defendant Trey") is, upon information and belief, a resident of the State of South Carolina and subject to the venue and jurisdiction of this Court. Said defendant may be served at the address of 3205 Savannah Grove Road, Effingham, South Carolina 29541.

4.

The acts and omissions giving rise to the Complaint occurred in North Carolina and South Carolina. As such, this Honorable Court has subject matter jurisdiction over the issues and the parties.

6.

That Defendants placed an advertisement on Facebook Marketplace for the sale of a 2019 Ford Fusion Titanium AWD vehicle. Based upon said advertisement, on or about January 25, 2022, Plaintiff purchased the 2019 Ford Fusion Titanium AWD vehicle from Defendant Woodbury, for the sum of \$14,500.00. At all times relevant hereto, Defendants were aware that the vehicle was being purchased as a first vehicle for Plaintiff's son.

7.

That at all times relevant hereto, Defendant Woodbury was employed by and/or with Defendants Motors and Cooper, acting within the scope of his employment as a used car salesman for said co-defendants.

8.

That prior to the sale of the vehicle, Defendants failed to disclose to Plaintiff that the vehicle had a salvage title, that the vehicle had been used as a rental car prior to being sold, that the vehicle had been involved in a previous wreck, and that the subject vehicle had been submerged underwater for an extended period of time, resulting in rusting throughout the vehicle.

9.

That prior to the sale of the vehicle, Defendants had informed Plaintiff that the vehicle had "no problems", was in a "great condition"; that any water damage was due to water coming

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in when it rained through the sunroof; that the issues had been repaired and/or replaced; and that the vehicle had “brand new tires”. All of the above statements were false when uttered.

10.

That prior to the sale of the vehicle, Defendant Woodbury, individually and on behalf of Defendants, had agreed, in writing, that “if the airbag is a big problem, Christopher will help repair it or back out of deal.” Defendant Woodbury further wrote that ‘he says shouldn’t have to do anything to the car. It is great.” (Exhibit A)

11.

That after providing the sums to Defendant(s), Plaintiff discovered that the “air bag” was a big deal”, that the vehicle was “not great”, and requested the air bag be repaired and/or for Defendant(s) to back out of the deal.

12.

Despite repeated requests by Plaintiff, Defendants have failed and refused to rescind the deal and return the money to Plaintiff, and/or failed and refused to repair the airbag as agreed. What Defendants “have” offered is to resell the vehicle, as is, to an unsuspecting third-party purchaser, and provide Plaintiff with sums from the new sale, thereby defrauding an innocent, unsuspecting third-party purchaser.

COUNT I

BREACH OF CONTRACT

13.

Plaintiff reaffirms and realleges each and every allegation contained in paragraphs 1-12 above as if repeated herein verbatim.

14.

Defendants breached and repudiated the Contract for the sale and purchase of the 2019 Ford Fusion in numerous material respects, including, but not limited to, the following, to wit:

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- a. by failing and refusing to honor the written and oral provisions agreed to by the parties;
- b. by making false and deceptive statements and advertisement(s) regarding the vehicle, prior to and after the sale of the vehicle to Plaintiff;
- c. by making material misrepresentations to Plaintiff regarding the vehicle in question.

15.

Implicit in every contract is a covenant of good faith and fair dealing obligating the parties to act towards each other in good faith, to deal fairly with one another, to make full and complete disclosures, and not to do anything which might deprive the other of the expectations and benefits of the contract, obligating each party to do everything that the contract presupposes to accomplish its purposes. For the reasons stated herein, Defendants additionally breached the covenant of good faith and fair dealing.

16.

As a direct and proximate result of the Defendants' breach of the contract, Plaintiff has been damaged in an amount to conform to proof at trial, but not less than \$15,345.00, plus interest as allowed by law, and reasonable attorneys' fees and costs as provided by law. Plaintiff is entitled to any and all damages allowable under law, for the breach of contract by Defendant, jointly and/or severally.

COUNT II
FRAUDULENT MISREPRESENTATION

17.

Plaintiff reaffirms and realleges each and every allegation contained in paragraphs 1-16 above as if repeated herein verbatim.

18.

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That at all times relevant hereto, Defendants, through their agents and/or employees Defendants Cooper and Woodbury, made representations to Plaintiff, which were false and material; they knew of the falsity of the statements at the time they were uttered, and/or showed a reckless disregard of the truth or falsity of their statements; that they intended that the representations be acted upon by the Plaintiff; that the Plaintiff did not know of the falsity of the statements, and relied on the truth; that Plaintiff had the right to rely thereon; and the Plaintiff was proximately damaged and injured as a direct result of the actions and statements of Defendants.

19.

More specifically, Defendant falsely informed Plaintiff and her family, that the vehicle had “no problems”, was in “Great shape”, had minimal water damage due to rain coming in from the sunroof, had not disclosed there had been a prior wreck, had not disclosed the vehicle had been utilized as a rental car. Further, the Defendants advertised that the vehicle had “new tires”. Two (2) of the tires had to be replaced immediately, and there were no “new tires” on the vehicle.

20.

The above establishes that the false misrepresentations and/or omissions related to a present pre-existing fact(s), and that the Defendants intended to deceive Plaintiff and her family, and that the Plaintiff had a right to rely on the representations made, said reliance resulting in damages to Plaintiff.

21.

Plaintiff is entitled to recover any and all damages allowable under South Carolina law for the fraudulent misrepresentations of Defendants, including but not limited to treble damages, reasonable attorney fees, and expenses of litigation.

22.

That the actions of Defendants were willful or wanton, or exhibited a careless disregard for the welfare and well-being of others, or exhibited a conscience indifference to consequences, such that Plaintiff is entitled to an award of punitive damages.

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COUNT III

SC UNFAIR TRADE PRACTICES ACT

23.

Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 22 of her Complaint as if said paragraphs had been repeated and set forth verbatim herein.

24.

SC Code Section 39-5-20 et seq. provides that it is illegal for any person or company to engage in (a) unfair methods of competition; (b) unfair trade acts or practices, and (c) deceptive trade acts or practices. Further, the actions must be "in the conduct of any trade or commerce".

25.

SC Code Section 39-5-10 includes as "trade" and "commerce" the advertising, offering for sale, sale or distribution of any services and property, tangible or intangible, real, personal or mixed.... Based upon the above definition, the advertising for the sale of a used vehicle, as happened in this matter, falls under the definition of the SC Unfair Trade Practices Act.

26.

The actions and omissions of Defendants, in the sale of the vehicle and in the advertising of the sale of the vehicle in question, are by definition the employment of unfair or deceptive methods, acts or practices, and are a willing or knowing violation of the SC Unfair Trade Practices Act, such that Plaintiff is entitled to damages, treble damages, expenses and reasonable attorney fees from Defendant, jointly and/or severally.

VICARIOUS LIABILITY AND/OR RESPONDEAT SUPERIOR

27.

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Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 26 of her Complaint as if said paragraphs had been repeated and set forth verbatim herein.

28.

That at all times relevant hereto, Defendant Woodbury was acting within the scope of his employment by and/or with Defendants Motors and Cooper, such that Defendants Motors and/or Cooper are vicariously liable for the actions and/or omissions of Defendant Woodbury. Additionally, Defendants Motors and Cooper are liable under the theory of respondeat superior.

29.

Plaintiff is entitled to recover any and all damages allowable under South Carolina law, including but not limited to general and specials damages, punitive damages, treble damages, reasonable attorney fees, and expenses o this action.

WHEREFORE, Plaintiff prays as follows:

- (a) This Court assume jurisdiction of this case;
- (b) That process issue against the Defendants and that they be served in accordance with the laws of the State of South Carolina.
- (c) That Plaintiff's claims be tried by a jury on all issues triable by a jury as a matter of right;
- (d) That Plaintiff recover as judgment against the Defendants in an amount deemed just and reasonable by a jury of its peers as compensatory damages, general damages, specials damages, punitive damages, treble damages, reasonable attorney fees, and costs of litigation, under Plaintiffs' Complaint; and
- (e) That Plaintiff be awarded such further and relief as this Court may deem just and reasonable.

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This 4th day of April, 2023.

Attorneys for Plaintiff

Respectfully submitted,
ORMOND - DUNN

s/ J. Charles Ormond, Jr.
J. Charles Ormond, Jr.

301 Stoneridge Drive
Columbia, South Carolina 29210
(803) 933-9000 / (803) 828-7404
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Noah S. Rosner
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8325 Dunwoody Place
Atlanta, Georgia 30350
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noahrosner@yahoo.com

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE)	TWELTH CIRCUIT
SUZANNE SILVERMAN,)	
Plaintiff,)	<u>CIVIL CASE#</u> : 2023CP2100754
v.)	
RIDEAWAY MOTORS LLC, CHRIS)	MOTION TO TRANSFER VENUE TO
WOODBURY, AND TREY COOPER,)	KINGSTREE SOUTH CAROLINA
Individually and/or dba RIDEAWAY)	WILLIAMSBURG COUNTY
MOTORS LLC,)	
Defendants.)	

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 FORIS PAUL OS D'NARA
 COOP & GS
 FLORENCE COUNTY, SC
FILED

Now comes Defendant Woodbury and respectfully moves this Honorable Court, pursuant to Rule 12(b)(3) of the South Carolina Rules of Civil Procedure, for an Order transferring the Complaint to Willamsburg County (Kingstree, SC) or, in the alternative, for an Order dismissing without prejudice the Complaint due to improper venue.

FACTS OF THIS PROCEEDING

- 1) Rideaway Motors LLC is a used car business owned by Trey Cooper which operates and is located at 1000 East Main Street; Kingstree, SC 29556. See Exhibit 1- Retail License and Exhibit 2 – Dealer License.
- 2) At the time of the sale of the vehicle in question in this Complaint, Defendant Woodbury was acting Sales Manager at Rideaway Motors LLC and did sell plaintiff this vehicle. See – Complaint @ paragraph 7.

3) On or about January 25, 2022, Plaintiff Silverman purchased a 2019 Ford Fusion Titanium from Defendant Woodbury. See - Complaint @ paragraph 6.

4) On or about April 4, 2023, Plaintiff Silverman filed a Civil Complaint in this Honorable Court, the Court of Common Pleas in Florence County, in regard to this vehicle sale.

I. THIS HONORABLE COURT SHOULD ISSUE AN ORDER TO TRANSFER VENUE BECAUSE RIDEAWAY MOTORS LLC OPERATES AND IS LOCATED IN KINGSTREE, SOUTH CAROLINA (WILLIAMSBURG COUNTY), NOT IN FLORENCE SC.

Under the South Carolina Code of Laws Unannotated, Section 15-7-10 defines venue holding "Actions which must be tried where subject matter situated." S.C. Code subsection 15-7-10. S.C. Code Section 15-7-30 (E)(1):

(E) A civil action tried pursuant to this section against a domestic corporation, domestic limited partnership, domestic limited liability company, or domestic limited liability partnership, must be brought and tried in the county in which the

(1) corporation, limited partnership, limited liability company, or limited liability partnership has its principal place of business at the time the cause of action arose.

At the time of the vehicle sale in this Complaint, Rideaway Motors LLC was located and operated from 1000 East Main Street, Kingstree South Carolina 29556. Therefore, the correct venue for this civil complaint would be Kingstree, South Carolina (Williamsburg County), pursuant to S.C. Code Subsection 15-7-30(E)(1).

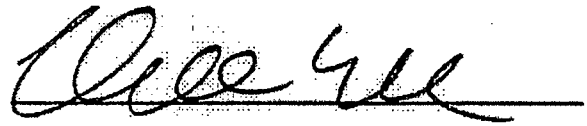
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Therefore, Defendant respectfully requests this Court, pursuant to Subsection 15-7-30(E)(1), to transfer venue to the Court of Common Pleas in Kingstree South Carolina (Williamsburg County). In the Alternative, pursuant to 12(b)(3) SCRPC, this Court should dismiss this action without prejudice based on improper venue.

6-23-23
Date

Respectfully Submitted,



Christopher Woodbury
843-307-9567
3024 Sally Circle
Florence, SC 29501

CERTIFICATE OF SERVICE

A copy of Defendant's "Motion To Transfer Venue To Kingstree South Carolina – Williamsburg County" was sent to Plaintiffs counsels of record J. Charles Ormond, Jr. at 301 Stoneridge Drive; Columbia, South Carolina 29210 and to Noah S. Rosner, Northridge 400, Bldg. 2; 8325 Dunwoody Place; Atlanta, Georgia 30350, by placing the same in the US Mail, postage prepaid, all on this 23 day of June, 2023.



Christopher Woodbury
3024 Sally Circle
Florence, SC 29501
843-307-9567

RETAIL LICENSE

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
RETAIL LICENSE



THIS LICENSE MUST
BE PUBLICLY
DISPLAYED AS
PROVIDED BY LAW

THIS LICENSE IS RETURN
TRANSFERABLE FOR
ASSIGNMENT
BEFORE POSTING RE AD
INSTRUCTIONS BELOW

ST-1
(REV. 10/15/12)
5000

OWNER NAME BUSINESS LOCATION

RIDE AWAY MOTORS LLC
1000 E MAIN ST
KINGSTREE, SC 29556

LICENSE MUST BE RETURNED
FOR ALL CHANGES AND/OR
CLOSE OF BUSINESS

TRREG 3954840008



RIDE AWAY MOTORS
3921 SAVANNAH GROVE RD
EFFINGHAM SC 29541-8373

INDUSTRY
TYPE EFFECT
DATE

LICENSE NUMBER	
045082505	
MULTIPLE NUMBER	
441120	
10/01/2011	

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 04508250-5

SID # 2378786-000

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to which it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved, or sold, the licensee must complete the questions listed below and return this license to the S.C. Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT: (803) 896-1350

OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE _____

NEW FIRM NAME _____

NEW OWNER'S NAME OR NAMES _____

CHANGE OF ADDRESS AND/OR TRADE NAME

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC8822

IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME _____ DATE BUSINESS MOVED _____

NEW LOCATION ADDRESS _____ BUSINESS MUNICIPAL LIMITS _____

MAILING ADDRESS _____ NEW TELEPHONE NUMBER _____



INSTRUCTIONS

This is your new license. Please fold on the above perf marks and display in a conspicuous place.

If you have any questions concerning this license, please call the SC Department of Revenue (803) 896-1350.

If the business is closed, moved, or sold, please complete the form above and return it with the original license to:

SC Department of Revenue, Registration Unit
300A Outlet Pointe Blvd., PO Box 125, Columbia, SC 29214

50001015

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South Carolina Department of Motor Vehicles

LICENSE TO SELL VEHICLES

IN ACCORDANCE WITH SOUTH CAROLINA CODE OF LAWS

LICENSE NUMBER 35997

TYPE LICENSE DEALER

DATE December 03, 2021

NON-FRANCHISED VEHICLE MAKE(S) USED

NAME RIDEAWAY MOTORS LLC

STREET 1000 E MAIN ST

CITY KINGSTREE

COUNTY WILLIAMSBURG

KEVIN A. SHVEDO
EXECUTIVE DIRECTOR

THIS LICENSE EXPIRES
LAST DAY OF October 2022

Under the South Carolina Legal Immigration Reform Act, the SCDMV must certify the lawful presence in the U.S. of all individuals listed on applications for professional licenses submitted to the Department on or after July 1, 2008. If the Department cannot verify the applicant's lawful presence, then the Department may revoke the license.

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P-R-O-C-E-E-D-I-N-G-S

THE COURT: Suzanne Silverman versus Rideaway
Motors. It looks like a pro se action.

THE CLERK: No, sir.

THE COURT: Ma'am?

THE CLERK: The defendant is pro se but the
Attorney Ormand Jr. represents the plaintiff. I haven't
heard anything from them.

THE COURT: Ma'am, is anybody outside for this
case?

THE BAILIFF: What was that name?

THE COURT: Silverman versus Rideaway Motors.

THE CLERK: The attorney should be Ormond, Jr.,
John, Charles Ormond.

THE COURT: Chris Woodbury and Trey Cooper.

THE BAILIFF: There's no one nowhere.

THE COURT: Dismissed, lack of prosecution,
without prejudice.

Dawn, can you do that or do you want us to do it?

THE CLERK: I can do it.

END OF REQUESTED PROCEEDINGS

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE,)
)
SUZANNE SILVERMAN,)
)
Plaintiff,)
)
v.)
)
RIDE AWAY MOTORS LLC, CHRIS)
WOODBURY, and TREY COOPER,)
Individually and/or dba RIDE AWAY)
MOTORS, LLC,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
TWELFTH CIRCUIT

CIVIL CASE #: 2023CP2100754

MOTION FOR DEFAULT JUDGMENT

**PLAINTIFF'S MOTION AND CERTIFICATE FOR DEFAULT JUDGMENT
AGAINST DEFENDANTs RIDE AWAY MOTORS, LLC, CHRIS WOODBURY,
and TREY COOPER, Individually and/or dba RIDE AWAY MOTORS, LLC**

COMES NOW, Plaintiff Suzanne Silverman, by and through undersigned counsel,
and hereby submits PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT against
Defendants, showing this Honorable Court as follows:

1.

This matter was originally filed in the Court of Common Pleas, Twelfth Circuit,
Florence, South Carolina. Defendant Chris Woodbury was served with the Summons and
Complaint on May 15, 2023. Defendant Ride Away Motors, LLC was served via service
upon its registered agent, Trey Cooper, with the Summons and Complaint on June 8, 2023.
Further, Defendant Trey Cooper was individually served with the Summons and Complaint
on June 8, 2023, as well. See Attorney Affidavit.

2.

Pursuant to S.C. R. Civ. P (12)(a) a defendant must serve an Answer within thirty

(30) days of being served with a Complaint. In the case sub judice, more than forty-five (45) days have elapsed since service of Plaintiff's aforementioned Complaint and this Court's Summons in the above-captioned matter personally, upon the three (3) defendants, and none of the Defendants have filed an answer or other defensive pleading(s) in the above-captioned matter.

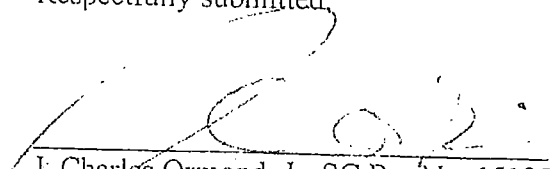
3.

Plaintiff is entitled to default judgment against Defendants Ride Away Motors, LLC, Chris Woodbury, and Trey Cooper, Individually and/or dba Ride Away Motors, LLC, on all issues of liability, instanter. The Court should convene a hearing to determine the amount of Plaintiff's damages at a later date, since Plaintiff's claims are unliquidated.

WHEREFORE, Plaintiff prays as follows:

- (a) For default judgment as to liability against Defendants Ride Away Motors, LLC, Chris Woodbury, and Trey Cooper, Individually and/or dba Ride Away Motors, LLC; and
- (b) For a hearing at a later date to fix the amount of Plaintiff's damages; and
- (c) For such other and further relief as this Court deems fit and proper.

Respectfully submitted,


J. Charles Ormond, Jr. SC Bar No. 15185
Attorney for Plaintiff

ORMOND DUNN
301 Stoneridge Drive
Columbia, South Carolina 29210
803-933-9000
chuck@ormonddunn.com

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STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)
)
Suzanne Silverman)
)
Plaintiff,)
)
vs.)
)
Rideaway Motors, LLC, Chris Woodbury,)
and Trey Cooper, individually and d/b/a)
Rideaway Motors, LLC,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
TWELFTH CIRCUIT

Civil Action No.: 2023 CP 21 00754

AFFIDAVIT OF DEFAULT BY PLAINTIFF'S ATTORNEY

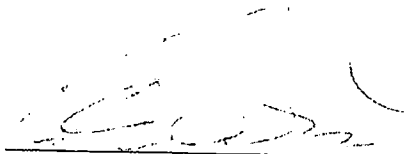
- 1) Personally appeared before me, J. Charles Ormond, Jr., who being sworn, states that he is a licensed attorney in the State of South Carolina (SC Bar #015185) and is the local Attorney for the Plaintiff, and that more than 30 days have elapsed since the service of the Summons and Complaint (filed on April 4, 2023) which was served upon Defendant/s, set forth above on: 1) Rideaway Motors, LLC (06/08/2023) though its service agent, Trey Cooper, by and through the Sheriff of Florence County (See: entry Sheriff's Entry of Service); 2) Trey Cooper on (06/08/2023), by and through the Sheriff of Florence County. (See: entry Sheriff's Entry of Service); and Chris Woodbury (05/15/2023), by and through the Sheriff of Florence County (See: Sheriff's Entry of Service).

- 2) No Answer, Motion to Dismiss, Notice of Appearance, Request for Extension, or other relevant contact has been made by Defendants Rideaway Motors, LLC or Trey Cooper. Chris Woodbury, filed a pro se motion to change venue or in the alternative dismiss based on alleged improper venue on June 23, 2023. Such Motion, is without merit as all

Defendants reside in Florence County, and was filed more than a week after the thirty (30) day deadline for filing an answer or motion to dismiss. No effort or pleading of any kind has been made at the time the Response/Answer was due pursuant to the South Carolina Rules of Civil Procedure, by Defendant, an agent or attorney.

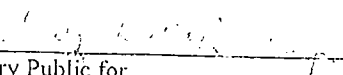
- 3) Defendant Rideaway Motors, LLC is a LLC and is not an infant, an incompetent person or in the Military service of the United States. Defendants Chris Woodbury and Trey Cooper are individual adult defendants and are not infants or incompetent persons or in the Military service of the United States.

Submitted,



J. Charles Ormond, Jr.

Sworn to and subscribed
before me this 1st day of
September, 2023


 Notary Public for
 South Carolina
 My commission expires: 11/23/2024

September 1, 2023

IN THE STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Suzanne Silverman,

Plaintiff,

vs.

Ride Away Motors, LLC, Chris Woodbury, and
Trey Cooper, Individually and/or dba Ride
Away Motors, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE TWELFTH JUDICIAL CIRCUIT

Civil Action No. 2023-CP-21-00754

**CERTIFICATE OF SERVICE
MOTION FOR DEFAULT JUDGMENT**

RECEIVED

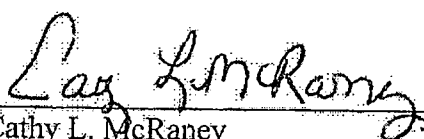
AUG 29 2024

SC Court of Appeals

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that on Tuesday, September 12, 2023, a copy of Motion for Default Judgment was/were served upon the Defendant Chris Woodbury by depositing the same in the United States mail, first class, postage prepaid, and addressed to:

Chris Woodbury
407 W. Smith Street
Timmonsville, South Carolina 29161

By: 
Cathy L. McRaney
301 Stoneridge Drive
Columbia, SC 29210
803-933-9000

Columbia, South Carolina

12th day of September 2023

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FILED

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE 2023 OCT 31 PM 4: 51 TWELTH CIRCUIT

SUZANNE SILVERMAN, BORIS POYLOS O'HARA
CCCP & GS
PLAINTIFF, FLORENCE COUNTY, SC CIVIL NO. 2023-CP-21-00754

V.)

RIDEAWAY MOTORS LLC, CHRIS)

NOTICE OF APPEAL

WOODBURY, AND TREY COOPER)

INDIVIDUALLY AND/OR DBA RIDEAWAY)

MOTORS, LLC,)

DEFENDANTS.)

RECEIVED

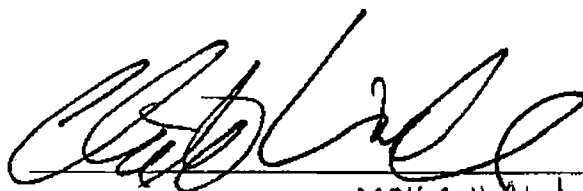
OCT 31 2023

SC Court of Appeals

Defendants do hereby appeal from the October 3, 2023 Order of the Honorable Michael G. Nettles granting Plaintiff Summary Judgment; and from the September 22, 2023 Order of the Honorable George M. McFaddin, Jr. dismissing Defendant's Motion For Change Of Venue for lack of prosecution.

October 30, 2023

Respectfully Submitted,



3024 Sally Circle
Christopher Woodbury - Florence, SC 29501
(843) 307-4567

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