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Jan 24 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Bentley Price, Circuit Court Judge

Appellate Case No. 2024-000071

RONALD SOLES,Respondent,

v.

IOAN GHERMAN d/b/a USA AUTO TRANSPORT LLC, and
JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC,Defendants,

Of whom JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC is theAppellant.

RECORD ON APPEAL

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Attorney for the Appellate Jason Brockman

Ronald Soles
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Respondent Pro Se

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STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)
THIRTEENTH JUDICIAL CIRCUIT)

COUNTY OF GREENVILLE)

C. A. No. 2022-CP-23-05403)

Ronald Soles,)

Plaintiff,)

ORDER

vs.)

Ioan Gherman d/b/a USA Auto Transport,)
LLC and Jason Brockman d/b/a JNJ)
Transport, LLC,)

Defendants.)

This matter came before the Court for a hearing regarding the motion of Defendant Ioan Gherman d/b/a USA Auto Transport, LLC for an order granting relief from the judgment entered against him and USA Auto Transport, LLC on March 1, 2023, and dismissing the claims against him pursuant to Rules 12 and 60 of the South Carolina Rules of Civil Procedure.

Plaintiff Ronald Soles made motions for damages and attorney's fees as to defendant Jason Brockman d/b/a JNJ Transport, LLC.

Defendant Jason Brockman d/b/a JNJ Transport made a motion to stay the proceedings.

After careful consideration of the evidence and arguments presented, this Court grants the motion of Defendant Ioan Gherman d/b/a USA Auto Transport, LLC to set aside default judgment and Plaintiff Ronald Soles motions for attorney's fees and damages. Defendant Jason Brockman d/b/a JNJ Transport's motion to stay is moot.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

- (1) That the default judgment entered against Defendant Ioan Gherman and USA Auto Transport, LLC is set aside and the Clerk shall remove entry of same;

- (2) Defendants Ioan Gherman and USA Auto Transport, LLC shall answer or otherwise respond to the complaint within fifteen (15) days of the date of this order;
- (3) That Plaintiff Ronald Soles is granted damages in the amount of seven thousand two hundred and fifty dollars (\$7250.00) against defendant Jason Brockman d/b/a JNJ Transport, LLC;
- (4) That Plaintiff Ronald Soles is granted attorney's fees in the amount of three thousand seven hundred and twelve dollars and fifty cents (\$3712.50) against defendant Jason Brockman d/b/a JNJ Transport, LLC: and
- (5) That Defendant Jason Brockman d/b/a JNJ Transport's motion to stay the proceedings is moot.

AND IT IS SO ORDERED.

Official Court block on following page



Greenville Common Pleas

Case Caption: Ronald Soles vs. Ioan Gherman , defendant, et al
Case Number: 2022CP2305403
Type: Order/Set Aside Judgment

IT IS SO ORDERED!

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

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2022-CP-23-05403

Ronald Soles,

Plaintiff,

vs.

Ioan Gherman d/b/a
USA Auto Transport LLC and
Jason Brockman d/b/a
JNJ Transport, LLC,

Defendants.

**ORDER DENYING DEFENDANTS'
MOTION FOR RECONSIDERATION**

The Defendants' filed a Motion for Reconsideration pursuant to Rule 59(e), SCRPC, on November 27, 2023, asking this Court to reconsider the Court's Order dated and filed on November 17, 2023.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).¹ Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-1036-

¹ Rule 59 is substantially the same as the Federal Rule. See Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, “[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling . . . warrant a Rule 59(e) motion.” In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat’l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Defendants’ Motion, the Court hereby DENIES Defendants’ Motion for Reconsideration

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Greenville Common Pleas

Case Caption: Ronald Soles vs. Ioan Gherman , defendant, et al

Case Number: 2022CP2305403

Type: Order/Other

IT IS SO ORDERED!

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

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
RONALD SOLES,)
)
Plaintiff,)
)
)
)
-vs-)
)
IOAN GHERMAN d/b/a)
USA AUTO TRANSPORT LLC and)
JASON BROCKMAN d/b/a)
JNJ TRANSPORT, LLC)
)
Defendant)
)
_____)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL DISTRICT

CASE NO.: 2022-CP-23-05403

**MOTION TO ENFORCE THE
COURT’S ORDER OF MARCH 23, 2023
AND TO IMPOSE FURTHER SANCTIONS**

This matter comes on the motion of James Stone Craven, Attorney for the Plaintiff, and would show unto the court as follows:

1. On March 23, 2023, Judge Bentley Price heard Defendant Jason Brockman’s motion for a new trial pursuant to SCRCR Rules 59(a)(2) and 59(e) as well as a Motion to Set Surety and Stay Enforcement of the Order by and through Defendant’s counsel, Brian T. Smith. These motions were heard before the court and were denied. Judge Price found that the motions brought by Defendant Jason Brockman were “frivolous” and “sole for the purpose of delay.” (Copy Attached as Exhibit A). Judge Price then ordered that Defendant Jason Brockman, individually, would pay Plaintiff’s counsel a sum of \$2,500.00 by April 3, 2023. Judge Price also found that Defendant Jason Brockman was in direct violation of the Court’s previous Order dated March 1, 2023, to return the subject vehicle to the owner, the Plaintiff, and was ordered to return the vehicle by April 3, 2023. Judge Price ordered that if the vehicle was not returned by April 3, 2023, the

“Court will entertain any and all motions by the Plaintiff to enforce the Court’s Order and impose further sanctions.”

2. As of April 4, 2023, Defendant Jason Brockman has failed to comply with the Court’s Order dated March 23, 2023. Defendant Jason Brockman has not tendered to Plaintiff’s counsel an amount of \$2,500.00, nor has Defendant Jaason Brockman returned the subject vehicle (1969 Chevrolet Camaro) to its rightful owner, Plaintiff, as ordered by the Court. On March 31, 2023, the South Carolina Court of Appeals denied Defendant Jason Brockman’s Motion to Stay (Copy Attached as Exhibit B). In addition, Defendant Jason Brockman has engaged in inappropriate outrageous behavior of an ex parte attempt to communicate with the SC Supreme Court Justice, Donald Beatty, and has made multiple allegations of impropriety against opposing counsel to circumvent abiding by Judge Price’s Order (Copy Attached as Exhibit C). Every day that the vehicle remains out of Plaintiff’s possession, Plaintiff incurs an unreasonable amount of costs due to Defendant Jason Brockman’s willful and wanton violation of the Court Order. Defendant Jason Brockman, through the advice of his counsel, has engaged in a waste of judicial economy and continues to undercut the authority of this Court.

3. Thus, Plaintiff moves to enforce the Order of the Court dated March 23, 2023, and would ask the Court to impose any and all further sanctions as the Court deems necessary and appropriate. Plaintiff also moves for reasonable attorneys fees for having to further litigate this frivolous action.

Wherefore the Plaintiff would pray as follows:

1. That this Court issues an Order enforcing the Court Order dated March 23, 2023
2. That this Court will impose any and all further sanctions that they deem necessary and appropriate against Defendant Jason Brockman.
3. That this Court will grant Plaintiff reasonable attorneys fees and costs for having to litigate this frivolous action further.
4. And for such other relief as this court would deem just and proper.

/s/James Stone Craven _____
James Stone Craven
Attorney at Law
Bar #: 69847
600 E Washington Street, Suite 612
Greenville, SC 29601
(864) 729-8722

April 4, 2023

Exhibit A

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2022-CP-23-05403

Ronald Soles,

Plaintiff,

vs.

Ioan Gherman d/b/a USA Auto Transport, LLC
and Jason Brockman d/b/a JNJ Transport,
LLC,

Defendants.

**ORDER DENYING THE DEFENDANT,
JASON BROCKMAN'S, MOTION FOR
NEW TRIAL; IN THE ALTERNATIVE,
MOTION TO AMEND/ALTER
JUDGMENT UNDER SCRPC 59(a)(2)
and 59(e); & MOTION TO SET SURETY
AND STAY ENFORCEMENT OF THE
ORDER**

The Defendant, Jason Brockman, filed a Motion for New Trial Pursuant to SCRPC Rules 59(a)(2) and 59(e) dated March 1, 2023, asking this Court to reconsider its February 24, 2023 ruling reflected in its Order signed February 28, 2023 denying Defendant's Motion for Summary Judgment due to newly discovered evidence. In the alternative, Defendant asked this Court to amend its previous judgment. Additionally, the Defendant filed a Motion to Set Surety Under SC Code Section 8-9-150 and Stay Enforcement of the Order on March 1, 2023 asking this Court to allow the Defendant to post a reasonable surety bond for the vehicle at issue in this matter.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).¹ Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not

¹ Rule 59 is substantially the same as the Federal Rule. See Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

available at trial; or (3) to correct a clear error of law or prevent manifest injustice.” Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or “to raise argument or present evidence that could have been presented prior to the entry of judgment.” Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, “[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling . . . warrant a Rule 59(e) motion.” In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat’l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Defendant’s Motions, arguments made during the initial hearing, and consideration of arguments made at a virtual hearing before this Court held on March 23, 2023, the Court hereby DENIES both Defendant’s Motion for New Trial or, in the alternative, Motion to Amend/Alter Judgment and Defendant’s Motion to Set Surety and Stay Enforcement of the Order. Furthermore, the Court finds that the motions brought by the Defendant were frivolous and sole for the purpose of delay and therefore it is ORDERED that the Defendant, Jason Brockman, individually, pay Plaintiff’s counsel \$2,500.00 by Monday, April 3, 2023. The Court finds that the Defendant is in direct violation of this Court’s previous Order to return the car to the owner and if not returned by Monday, April 3, 2023, the Court will entertain any and all motions by the Plaintiff to enforce the Court’s Order and impose further sanctions.

AND IT IS SO ORDERED.



Greenville Common Pleas

Case Caption: Ronald Soles vs. Ioan Gherman , defendant, et al
Case Number: 2022CP2305403
Type: Order/Other

IT IS SO ORDERED!

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

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Exhibit B

The South Carolina Court of Appeals

Ronald Soles, Respondent,

v.

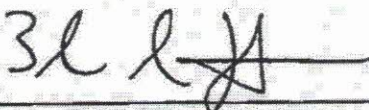
Iona Gherman d/b/a USA Auto Transport LLC and Jason Brockman d/b/a JNJ Transport, LLC, Defendants,

Of whom Jason Brockman d/b/a JNJ Transport, LLC is the Appellant.

Appellate Case No. 2023-000294

ORDER

After careful consideration, Appellant's motion to stay is denied. *See* Rule 241(b)(2), SCACR (providing a notice of appeal does not automatically stay the execution of a judgment "directing the assignment or delivery of documents or personal property as provided in S.C. Code Ann. § 18-9-150"); S.C. Code Ann. § 18-9-150 ("If the judgment appealed from directs the assignment or delivery of documents or personal property, the execution of the judgment shall not be stayed by appeal unless the things required to be assigned or delivered be brought into court or placed in the custody of such officer or receiver . . . or unless an undertaking be entered into on the part of the appellant, with at least two sureties and in such amount as the court or a judge thereof shall direct, to the effect that the appellant will obey the order of the appellate court upon the appeal."); Rule 241(c)(2), SCACR ("In determining whether an order [of supersedeas] should issue . . . the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.").



FOR THE COURT C.J.

Columbia, South Carolina

**cc:
Brian T. Smith, Esquire
James Stone Craven, Esquire**

Exhibit C



The Supreme Court of South Carolina

PATRICIA A. HOWARD
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE: (803) 734-1080
FAX: (803) 734-1499

TO: Mr. Jason Brockman

FROM: Patricia A. Howard, Clerk *PAH*

DATE: April 3, 2023

This responds to your recent correspondence to Chief Justice Beatty. This correspondence is apparently related to the appeal in Appellate Case Number 2023-000294, which is pending before the South Carolina Court of Appeals.

Please be advised that Chief Justice Beatty cannot consider this *ex parte* communication about this appeal. Any concerns you have about this case should be raised to your counsel.

cc: Brian T. Smith, Esquire (with copy of correspondence)
James Stone Craven, Esquire (with copy of correspondence)
The Honorable Jenny Abbott Kitchings (with copy of correspondence)

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Apr 03 2023

S.C. SUPREME COURT

Dear Chief Justice Beatty,

I would like to begin, by stating that I am not writing this to you, in an effort to receive any kind of "special treatment" or anything of the sort. I am writing to you today, because my rights to a fair and impartial hearing, as well as and perhaps most importantly, my rights to an appeal, are being actively circumvented by a circuit court judge. I am simply seeking to be afforded my rights to an appeal, without being persecuted by a judge upset that his rulings were appealed.

I am writing to you today, truly, because I feel it is my only recourse I have left. I find myself in an incredibly peculiar position, as it appears I am being wrongly persecuted by a circuit court judge, who's behavior towards me and my attorney I have confirmed with other legal parties (judges and attorneys) to be outside the bounds of normal judicial behavior. I do not type that statement lightly. I would like to state, strenuously, that I am not simply someone who disagrees with a judge's ruling and is seeking to make trouble or complain. Instead, I must insist that I am having my rights not only ignored, but openly referred to as "frivolous" by this judge, on the record! Furthermore, this judge has outright ignored both state and federal statute in my case, and referred to those as "frivolous" as well. I should state, that prior to our case going to court, there were several comments made by the gentleman suing me, to the effect of "knowing a judge can accomplish anything". I obviously ignored those as just talk. However, my attorney was also pulled aside by opposing counsel, and casually threatened with regards to "being the end of his career going against this judge".

It is my understanding that this attorney too, has a questionable past. This attorney being Stoney Craven.

I did lawfully and timely file an appeal in my case, however I was immediately subjected to retribution and admonishment by this judge, for doing so, on more than one occasion. Beginning with my attorneys "motion to reconsider" when several clear and serious issues of the case, were entirely ignored in the judge's ruling. This resulted in a financial penalty from the judge, and threats of more to come if we continued to appeal. The ongoing of which, is seeking to circumvent / block my rights to said appeal, with contempt rulings, despite them not being applicable. The Judge I am referring to, is Judge Bentley Price.

I don't know how much I am supposed to type in this initial complaint letter, but I'll try to be brief and summarize:

- 1) I am NOT the correct party, or person, that should or could have been sued in my case. I mean that, literally. They LITERALLY sued the wrong party. Yet this was ignored entirely when brought up by my attorney. How can I be ordered to comply with a contract I was never a party to?

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- 2) My attorney, also discovered, that the party who sued me, did not even have legal standing to bring the case, as he is not the owner, of the property he is suing the wrong person for. This was also entirely ignored when my attorney brought this up.
- 3) The judge, completely ignored without consideration, federal and state laws that explicitly prevent this very type of suit being brought, regardless of this being the wrong party suing the wrong party, instead ignoring those statutes as well, without providing any explanation except to say every defense my attorney raised was "frivolous"

There are obviously, many many more details that I feel also make the judges rulings in this case clearly inappropriate, but I only wanted to present those three facts, as they are not in dispute by either side in this case, are clearly very serious issues that would invalidate this suit entirely, and yet they were entirely ignored as "frivolous"

Despite this, my attorney and I attempted to lawfully appeal the matter, and as the law allows, supply surety bond for the property in question, pending the results of the appeal. This was also denied, which the law DOES NOT allow for, and I was subsequently penalized by the judge a second time for appealing his ruling, with a threat that the penalties would continue until I complied with his ruling, despite our valid and correctly filed appeal, and our filing to provide for surety as the law allows specifically in these matters. I believe this is referred to as Rule 241. Section 18-9-150.

I feel, and I must repeat I am not alone in this feeling, that this is clear evidence of a judge seeking to block my right to have the matter heard by a higher court. I don't know if it is out of fear of his rulings being overturned, or if there is some deeper impropriety as alleged by the plaintiff themselves, with regards to this attorney and judge, but I feel confident that if my case were to be viewed, by any other legal party, it would quickly become quite clear that what has transpired is entirely wrong. If it were not for Judge Bentley's aggressive and abusive behavior towards my attorney, where he was visibly upset and raised his voice at my attorney for appealing his ruling, combined with his threats to hold me in contempt and institute fines that would increase "every ten days", I would simply wait for this matter to go before the appellate court where I am confident it would be rightly sorted from there. However, it seems Judge Bentley is actively trying to prevent this case from reaching that court. Which is why after calling seemingly every legal entity I could imagine, and seeking advice from current judges and attorneys, the SC BAR, and even SLED, in an effort to ensure I was acting correctly, I truly feel I have no option left but to send you this letter, in the hopes it would land on receptive ears. I am not seeking special treatment, I am not seeking an overturning of anyones ruling or anything of the sort unless you find that appropriate. I am SIMPLY SEEKING to be afforded my rights to an appeal, without being persecuted by a judge upset that his rulings were appealed. It is my hope that sending you this letter, in some way accomplishes that. Regardless of the results, or if I receive even more persecution by this judge as a result of this letter, as I am sure I will, I truly wanted to thank you for your time in reading this.

Jason Brockman

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Apr 03 2023


S.C. SUPREME COURT

From: Jason
To: Supreme Court Filings
Subject: urgent letter to Judge Beatty
Date: Monday, April 3, 2023 2:06:32 PM
Attachments: Judge Beatty .docx

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. *******

—
Jason Brockman
Director of Operations
JnJ Motorsports
JnJ Transport LLC
a JnJ International company
www.JnJShips.com
"JnJ On The Way!"

Office-251-SHIPCAR
Cell- 864-567-1484
Dispatch 704-999-5837
Fax- 888-666-9079

 Virus-free www.avast.com

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
RONALD SOLES,)
)
)
Plaintiff,)
)
vs.)
)
IOAN GHERMAN d/b/a)
USA AUTO TRANSPORT LLC and)
JASON BROCKMAN d/b/a)
JNJ TRANSPORT, LLC,)
)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE No.: 2022-CP-23-05403

**DEFENDANT JASON BROCKMAN'S
REPLY AND MEMORANDUM
IN OPPOSITION OF MOTION TO
ENFORCE THE COURT'S ORDER OF
MARCH 23, 2023 AND TO IMPOSE
FURTHER SANCTIONS**

TO: PLAINTIFF RONALD SOLES AND HIS ATTORNEY JAMES STONE

CRAVEN:

Defendant JASON BROCKMAN respectfully submits this Reply and Memorandum in Opposition of Plaintiff's Motions to Enforce the Court's Order of March 23, 2023 and to Impose Sanctions.

1. Plaintiff's Motions to Enforce and to Impose Sanctions does not comply with the requirements of Rule 11, SCRCP, stating that:

All motions filed shall contain an affirmation that the movant's counsel **prior to filing the motion** has communicated, orally or in writing, with opposing counsel and has attempted in good faith to resolve the matter contained in the motion, unless the movant's counsel certifies that consultation would serve no useful purpose, or could not be timely held. (*Emphasis added*).

Prior to the filing of this motion, good faith efforts were not made by the Plaintiff to resolve this matter. Rule 11, SCRCP, further states:

If a pleading, motion or other paper is not signed or **does not comply with this Rule, it shall be stricken** unless it is signed promptly after the omission is called to the attention of the pleader or movant. If a pleading, motion, or other paper is signed in violation of this Rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney's fee. (*Emphasis added*).

Defendant Brockman asserts that Plaintiff's motion should be stricken in accordance with Rule 11, SCRCP.

2. At the time of filing of this Reply, Defendant Jason Brockman has made a reasonable settlement offer in this case to resolve this matter fully, that allows the Plaintiff to take possession of the vehicle and has conveyed to counsel for the Plaintiff, Defendant's inability to personally transport the vehicle. There are several circumstances that Defendant asserts prevent him from personally transporting the vehicle.

- a. Defendant Brockman asserts that as he was not the originating broker, he cannot under Federal law move the vehicle as it is interlining.
 - b. Defendant Brockman asserts JNJ Transport does not have active operating authority status with the Department of Transportation, as their status is currently inactive and in the process of reinstatement. The process of reinstatement could not be accomplished timely, thus making it legally impossible for JNJ and Defendant Brockman to personally transport the vehicle. Defendant Brockman expects to have his operating authority reinstated by May 2, 2023, at which point he may deliver the vehicle, or the Plaintiff can arrange for pick-up of the vehicle prior to that time.
 - c. It is not reasonably or legally possible for Defendant Brockman to contract with another carrier for the transportation of the vehicle on his behalf, as he is not the legal owner of the vehicle requiring transport. Alternate transportation arrangements need to be made by and with the consent of the legal owner of the vehicle.
3. Defendant Jason Brockman has made a good faith settlement offer in this case to resolve this matter fully, allow the Plaintiff to take immediate possession of the vehicle and in the interest of judicial economy, resolve this matter and dismiss the pending appeal. The Defendant's settlement offer allows the Plaintiff to immediately retrieve the vehicle from Defendant's storage facility in Greer, SC.

Additionally, Plaintiff would pay the Six Hundred and Fifty dollars (\$650.00) pursuant to Judge Price's order, the parties would consent to the dismissal the action and of the pending appeals, and both parties would stipulate that the contempt order against Mr. Brockman should be dismissed, with prejudice, with the court making no further findings against the Defendant Brockman. As a consequence of the dismissal, Mr. Brockman would owe no attorney fees or sanctions to Plaintiff Soles. Each party would be responsible for their attorneys' fees and costs, and Judge Bentley would be notified prior to the contempt hearing. Defendant's offer was rejected by Plaintiff Soles by and through his counsel. The counteroffer made by the Plaintiff was that the Plaintiff would be willing to pick up the vehicle but would proceed with the sanctions hearing, and all relief sought. At the time of this filing, Plaintiff's counsel had not accepted offers to further negotiate this matter.

4. Defendant Brockman did in fact send an *ex parte* communication to the South Carolina Supreme Court addressed to Chief Justice Beatty. *See Plaintiff's Exhibit C*. The Supreme Court advised Defendant Brockman that they cannot consider his *ex parte* communication about his appeal.
5. Plaintiff asserts that "Defendant Jason Brockman, through the advice of his counsel, has engaged in a waste of judicial economy and continues to undercut the authority of this Court." Under Rule 1.2, RPC, Rule 407, SCACR, counsel for the Defendant has a duty to his client to take meaningful action. The Court has applied Rule 1.2 to require an attorney to "take meaningful action" in a case and "to provide meaningful

representation" to his client. Matter of Mitchum, 331 SC 43, 501 S.E.2d 733 (1998). Also, under Rule 1.2 (b), RPC, Rule 407, SCACR, "A lawyer's representation of a client, ..., does not constitute an endorsement of the client's political, economic, social or moral views or activities." Under Rule 1.2 (d), RPC, Rule 407, SCACR, counsel for the Defendant has discussed "the legal consequences of any proposed course of conduct with a client" and has counseled and assisted the Defendant "to make a good faith effort to determine the validity, scope, meaning or application of the law."

6. Defendant Brockman resides in Greenville County, SC and works in the transportation industry with his place of business being in Greenville County. Offices of counsel for both the parties are located in Greenville County, and the Plaintiff is believed to reside in upstate South Carolina. This case was initiated in Greenville County and all previous proceedings in this case were held in Greenville County. Defendant respectfully asks that the venue be moved to Greenville County or the Defendant and Defendant's lawyer be allowed to appear via Webex.

CONCLUSION

Defendants Jason Brockman and/or JNJ Transport, LLC, by and through their undersigned attorney, move this Court for:

1. An Order dismissing Plaintiff's Motions to Enforce the Court's Order of March 23, 2023 and to Impose Sanctions in accordance with Rule 11, SCRCP;
2. An incorporation of Defendant Brockman's settlement offer into an Order of this court;

3. The venue to be moved to Greenville County or the Defendant and Defendant 's lawyer be allowed to appear via Webex;
4. and any further relief deemed proper by this Court.

Respectfully submitted,

s/Brian T. Smith

Brian T. Smith

Attorney for the Plaintiff

714 Pettigru Street

Greenville, SC 29601

bsmith@btsmithlaw.com

Telephone: (864) 239-2007

Facsimile: (864) 239-2039

Greenville, South Carolina

Dated: April 18, 2023

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
Ronald Soles,)
)
Plaintiff,)
)
vs.)
)
Ioan Gherman d/b/a)
USA Auto Transport LLC and)
Jason Brockman d/b/a)
JNJ Transport, LLC,)
)
Defendant)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
Civil Case Number: 2022-CP-23-05403

RETURN AND MOTION TO STAY
(FORMERLY NOTICE OF SPECIAL
APPEARANCE)

TO: THE PLAINTIFF, BY AND THROUGH HIS ATTORNEY AND COUNSEL OF RECORD, JAMES STONE CRAVEN, ESQUIRE, AND THE CO-DEFENDANT BY AND THROUGH ITS ATTORNEY AND COUNSEL OF RECORD, ADAM C. BACH, ESQUIRE:

Specifically preserving and reserving all jurisdictional arguments hereby requests that this Honorable Court stay any and all further proceedings as to this Defendant in this case, pending its appeal. This Return And Motion To Stay is based upon the following grounds and reasons:

- (1.) This matter is on appeal, and, therefore, jurisdiction has been lifted to the South Carolina Court Of Appeals, and the action and all further proceedings in this Honorable Court are stayed for lack of subject matter and personal jurisdiction. South Carolina Code § 18-9-130(B)(1), In the Estate of Connor, Opinion No. 2009-UP-502 (S.C. App. 10/29/2009), Opinion No. 2009-UP-502. (S.C. App. Oct 29; 2009), Rule 241 of the South Carolina Rules Of Appellate Procedure. True and correct copies of the Notices Of Appeal are attached hereto and made a part hereof;
- (2.) That, since the Plaintiff is not the titled owner of the automobile, which is the subject matter of this action, there is no jurisdiction in this Honorable Court. The Plaintiff lacks standing to bring this action. The true titled owner of this automobile is a necessary and indispensable Party, who is not a named Party in this action. The true titled owner is a necessary and indispensable Party in this action S.C.R.C.P. 19;

The undersigned hereby certifies that he has either conferred with the attorneys for the other Parties, or that such would serve no useful purpose, and that this document is submitted in the furtherance of justice and is not interposed for the purposes of delay.

Respectfully submitted,

s/W. Benjamin McClain, Jr.

W. Benjamin McClain, Jr., Esquire

W. Benjamin McClain, Jr., L.L.C.

Attorney at Law

S.C. Bar No.: 3740

2728 Poinsett Highway

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Bentley Price, Circuit Court Judge

Case No. 2022-CP-23-05403

RONALD SOLES,Respondent.

v.

IOAN GHERMAN d/b/a USA AUTO TRANSPORT LLC, and
JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC,Defendants,

Of whom JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC is the.....Appellant.

NOTICE OF APPEAL

Jason Brockman d/b/a JNJ Transport, LLC appeals the orders of the Honorable Bentley Price dated February 28, 2023 granting Summary Judgement in favor of the Plaintiff and denying Appellant Jason Brockman's Rule 59(e) Motion to Reconsider. The Orders from which appeal are taken are attached hereto and made a part hereof and attach the written orders,

Appellant received written notice of the orders on March 1, 2023.

Respectfully submitted,

s/Brian T. Smith
Brian T. Smith, S.C. Bar #
714 Pettigru Street
Greenville, SC 29601
bsmith@btsmithlaw.com
Telephone: (864) 239-2007
Facsimile: (864) 239-2039
Attorney for the Appellate Jason Brockman

Greenville, South Carolina
Dated: March 1, 2023

Other Counsel of Record:
James Stone Craven, S.C. Bar #69847
Attorney at Law
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stoney@stoneycraven.com
Attorney for Respondent

Ioan Gherman
d/b/a USA Auto Transport, LLC
9228 W. Black Hill Rd.
Peoria, AZ 85383
Pro se Defendant

ELECTRONICALLY FILED - 2023 Mar 01 11:02 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2305403
ELECTRONICALLY FILED - 2023 Oct 18 4:24 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2305403

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Bentley Price, Circuit Court Judge

Appellate Case No. 2023-000294

RONALD SOLES,Respondent.

v.

IOAN GHERMAN d/b/a USA AUTO TRANSPORT LLC, and
JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC,Defendants,

Of whom JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC is the.....Appellant.

AMENDED NOTICE OF APPEAL

Jason Brockman d/b/a JNJ Transport, LLC appeals the orders of the Honorable Bentley Price dated February 28,2023 granting Summary Judgement in favor of the Plaintiff and denying Appellant Jason Brockman’s Rule 59(e) Motion to Reconsider, and dated March 23, 2023 denying Defendant’s Motion for New Trial; In the Alternative, Motion to Alter/Amend Judgment under Rule 59(a)(2) and 59(e); and Motion to set Surety and Stay Enforcement of the Order.

Appellant received written notice of the orders on February 28,2023 and March 23, 2023.

Respectfully submitted,

s/Brian T. Smith
Brian T. Smith, S.C. Bar # 70232
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bsmith@btsmithlaw.com
Telephone: (864) 239-2007
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Attorney for the Appellate Jason Brockman

Greenville, South Carolina
Dated: March 27, 2023

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Other Counsel of Record:
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Attorney for Respondent

Ioan Gherman
d/b/a USA Auto Transport, LLC
9228 W. Black Hill Rd.
Peoria, AZ 85383
Pro se Defendant

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Bentley Price, Circuit Court Judge

Appellate Case No. 2023-000294

RONALD SOLES,Respondent.

v.

IOAN GHERMAN d/b/a USA AUTO TRANSPORT LLC, and
JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC,Defendants,

Of whom JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC is the.....Appellant.

SECOND AMENDED NOTICE OF APPEAL

Jason Brockman d/b/a JNJ Transport, LLC appeals the following orders of the
Honorable Bentley Price:

1. Order granting Summary Judgement in favor of the Plaintiff – filed March 1, 2023.
2. Order denying Defendant Jason Brockman’s Rule 59(e) Motion to Reconsider –
filed February 28, 2023.
3. Order denying Defendant Jason Brockman’s Motion for New Trail; In the
Alternative, Motion to Alter/Amend Judgment under Rule 59(a)(2) and 59(e); and
Motion to set Surety and Stay Enforcement of the Order – filed March 23, 2023.

4. Form 4 Order granting Plaintiff's Motion to Enforce and finding Defendant Jason Brockman in contempt of court – filed April 20, 2023

Appellant received written notice of the orders on February 28, 2023, March 1, 2023, March 23, 2023, and April 20, 2023.

Respectfully submitted,

s/Brian T. Smith
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Attorney for the Appellate Jason Brockman

Greenville, South Carolina
Dated: May 2, 2023

Jason Brockman
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Appellant

Other Counsel of Record:
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stoneycraven.com
Attorney for Respondent

Ioan Gherman
d/b/a USA Auto Transport, LLC
9228 W. Black Hill Rd.
Peoria, AZ 85383
Pro se Defendant

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
Ronald Soles,)
)
Plaintiff,)
)
vs.)
)
Ioan Gherman d/b/a)
USA Auto Transport LLC and)
Jason Brockman d/b/a)
JNJ Transport, LLC,)
)
Defendant)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
Civil Case Number: 2022-CP-23-05403

NOTICE OF MOTION AND MOTION
FOR RECONSIDERATION

TO: THE PLAINTIFF, BY AND THROUGH HIS ATTORNEY AND COUNSEL OF RECORD,
JAMES STONE CRAVEN, ESQUIRE, AND THE CO-DEFENDANT BY AND THROUGH
ITS ATTORNEY AND COUNSEL OF RECORD, ADAM C. BACH, ESQUIRE:

You will please take notice that the Defendant, by and through the undersigned attorney
and counsel of record, hereby moves before the Honorable Bentley Price for this Honorable
Court’s Order, reconsidering, altering, amending, and changing his Order dated and filed for
record on November 17, 2023, upon the following grounds and reasons:

- (1.) That the Court erred in not allowing this Defendant to appear and present any evidence at
the hearing;
- (2.) That the Court erred in not allowing this Defendant to present any legal argument at the
hearing;
- (3.) That the Court erred in not making specific findings of facts, as well as conclusions of
law;
- (4.) That the Court erred in not granting the Motion To Stay;
- (5.) That the Court erred in awarding an excessive amount of damages to the Plaintiff.

This Motion is made in the furtherance of justice and is not interposed for the purposes of
delay. The undersigned attorney and counsel of record hereby certifies that he has either
conferred with the attorneys for the Plaintiff and Co-Defendant, by either oral or written
communication, and has attempted in good faith to resolve the matter contained in the Motion, or
that such would serve no useful purpose, or that such could not be timely held.

Respectfully submitted,

s/W. Benjamin McClain, Jr.
W. Benjamin McClain, Jr., Esquire
W. Benjamin McClain, Jr., L.L.C.

Attorney at Law
S.C. Bar No.: 3740
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(864) 271-9098
Facsimile: (864) 271-9099
Email: mcclainwb@gmail.com

Dated: November 27th, 2023
Greenville, S.C.

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STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS
COUNTY OF BERKELEY * TRANSCRIPT OF RECORD

-----X
RONALD SOLES, *
Plaintiff, *
vs. * Case No. 2022-CP-23-05403
IOAN GHERMAN d/b/a USA AUTO *
TRANSPORT, LLC, et al., *
Defendants. *
-----X

October 19, 2023

B E F O R E:

The Honorable Bentley Price, Presiding Judge

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

Simone Holloway, Esq.
Stone Craven, Esq.
Attorneys for the Plaintiff

Adam Bach, Esq.
Attorney for Defendant

Recorded by: Judge's In-Court Laptop

Transcribed by: Bobbi Fisher, RPR
SC Official Court Reporter III

I N D E X

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2	DESCRIPTION	PAGE
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E X H I B I T S

(None.)

COURT REPORTER LEGEND

19		
20	Dash (--)	Indicates an interruption in speech
21	Ellipses (...)	Indicates trailing off in speech
22	(ph)	Indicates phonetic word
23	[Verbatim]	Indicates the word is said as written
24	(Indiscernible)	[Transcription] Indicates word(s) is not known due to audio recording quality
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P R O C E E D I N G S

1
2 THE COURT: All right. I'll be happy to hear from
3 you.

4 MR. BACH: Your Honor, there are several motions
5 pending. You want to hear the relief from judgment first?
6 Is that the way to do it?

7 MR. CRAVEN: We have no objection, Your Honor. My
8 understanding of a relief from judgment (indiscernible)
9 damages hearing for us.

10 THE COURT: All right. Let's go ahead and start and
11 begin because, obviously, we don't have a court reporter.
12 Let's go and introduce everybody in which they represent
13 and the caption, please.

14 MR. BACH: Your Honor, my name is Adam Bach. I
15 represent Ioan Gherman d/b/a USA Auto Transport, LLC.

16 The plaintiff in this case is Ronald Soles, Civil
17 Action No. 22-CP-23-5403.

18 MS. HOLLOWAY: Your Honor, my name is Simone
19 Holloway. This is Stone Craven. We represent Ronald
20 Soles.

21 THE COURT: All right. That's fine. Be happy to
22 hear your motion for relief from judgment.

23 MR. BACH: Thank you, Your Honor. This is a strange
24 case so far as it is procedurally. My client -- this
25 lawsuit was filed on October -- on September of 2022. It

1 involves the transport of a Camaro from Tennessee to South
2 Carolina. My client, Ioan Gherman, has an auto transport
3 business in Arizona. Before this case, I didn't know
4 anything about this business, but apparently, if you want
5 an auto transported, there is a central dispatch system
6 through a third party -- an entity called Linus -- that
7 has people who are willing to take cars, people who need
8 cars transported. My client has an account with Linus.

9 In the summer of 2022, the co-defendant, Jason
10 Brockman, who I believe is represented by Ward McClain --
11 and they are not here today; they have sent an email to
12 the Court stating that they weren't planning on coming,
13 but Mr. Brockman --

14 THE COURT: Hold on.

15 UNIDENTIFIED SPEAKER: He's here.

16 MR. BACH: Oh, I'm sorry.

17 MR. BROCKMAN: I'm here.

18 MR. BACH: Oh. (Indiscernible)

19 THE COURT: No, he sent an email that said he wasn't
20 coming.

21 MR. BACH: Your Honor, in 2022, Mr. Brockman sent an
22 email -- I reviewed it with my client -- using his account
23 and said he was having some trouble with his account with
24 Central Dispatch. And I apologize; you may have actually
25 heard a motion on this before, so I'm probably going into

1 more than you need to know.

2 THE COURT: Well, I have ruled on it. So this is
3 essentially a motion to reconsider, which is why I'm
4 having to do it.

5 MR. BACH: Right.

6 THE COURT: Right.

7 MR. BACH: Yes, sir, Your Honor. But I just was
8 saying that -- do you want background on this?

9 THE COURT: As scant as possible, just to keep
10 everything, you know, correct for the record.

11 MR. BACH: Absolutely. So our clients -- the new
12 facts introduced in this case since the last hearing are
13 my client has filed an affidavit in support of his motion
14 for relief from judgment. Mr. Brockman used his Simple
15 Dispatch account to contract with the plaintiff to deliver
16 a car from Tennessee to South Carolina.

17 My client only authorized him to post cars, not to
18 transport cars. Didn't authorize him to enter into any
19 kind of contract to transport any sort of car, had no idea
20 about this transaction until he received papers following
21 the judgment being entered in March of 2022.

22 Now, in my client's affidavit, we acknowledge that
23 it appeared from the affidavit of service in this case
24 that my client's son was served in Peoria, Arizona, on
25 October 6, 2022, which we -- Mr. Craven has filed a

1 response to our motion for relief from default, talking
2 about substitute service as to the individual and the son.
3 Your Honor, I'm going to talk about that in just a minute.

4 But where the case gets strained procedurally is, is
5 that, on November 11, 2022, Brian Smith, an attorney in
6 Greenville, filed an answer. According to the docket, he
7 appeared on behalf of all the defendants. The answer --
8 and I have a copy of it here -- it's defendants' answer
9 and counterclaims, defendants' this, defendants' that.
10 Nowhere does he indicate that he only represented
11 Mr. Brockman. And that's an important factor because my
12 client's affidavit indicates that he received a letter
13 from plaintiff's attorney in August of 2022 before suit
14 was filed, essentially a demand letter. And Mr. Brockman
15 told him, "Hey, I'm taking care of this. This lawyer is
16 out to lunch. He doesn't know what he's talking about.
17 I'm taking care of this issue."

18 If my client had gotten on the docket any time while
19 this case was pending before judgment was entered, he
20 would have seen what appeared to be substantiation for
21 what Mr. Brockman was saying. I mean, an attorney had
22 been hired by Mr. Brockman, Brian Smith. He had filed an
23 answer on behalf of the defendants. On the Court's
24 docket, the online docket indicates that (indiscernible)
25 appear on his behalf.

1 So I'm not exactly sure what happened, and my client
2 can't shed any light on it because, obviously, he was in
3 the dark as well. But at some point thereafter, Mr. Smith
4 said, "I don't represent Mr. Gherman." And he -- the
5 answer that I filed, even though it said defendants
6 (indiscernible) for him as well, I guess, and somehow
7 withdrew, although that's not noted on the system
8 anywhere. I mean, on the system, it still showed
9 Mr. Gherman is represented by (indiscernible).

10 So, Your Honor, my client continued to communicate
11 with Mr. Brockman about this. Mr. Brockman kept telling
12 him it would be handled. And we have included with his
13 affidavit text messages between my client and
14 Mr. Brockman. Mr. Brockman says, "My attorney is handling
15 it. You don't need to worry about this."

16 My client got increasingly concerned when he got a
17 phone call from a collection firm in Illinois saying that
18 there was a judgment. My client reached out to
19 Mr. Brockman, and said, "What is this?" Mr. Brockman
20 said, "That's fraudulent. If that was a real debt
21 collector, it would be a South Carolina debt collector.
22 You can ignore it. My lawyers have filed paperwork for us
23 to get you out -- to get this removed."

24 And he also -- Mr. Brockman represented the
25 (indiscernible) and his attorney was working on it.

1 So, Your Honor, my client continued to believe that
2 his interests were being represented.

3 In August, he got a second call from this firm in
4 Illinois. At that point, he contacted different South
5 Carolina counsel. He contacted my law firm, and we filed
6 a motion to have a default judgment set aside.

7 I give you that background, Your Honor, because we
8 have made a motion under Rule 64, mistaken inadvertence
9 and excusable neglect, but the primary thrust of our
10 motion, Your Honor, is that this Court does not have
11 personal jurisdiction over Mr. Gherman.

12 As we outlined in our brief and in his affidavit,
13 Mr. Gherman has no contact with the State of South
14 Carolina. He doesn't own any property here. He's never
15 transacted any business here. He doesn't -- he doesn't
16 regularly visit the state.

17 And, so, Your Honor, Mr. Gherman individually has no
18 contact whatsoever with South Carolina. The pleading
19 has -- it's set up as the entity, Mr. Gherman d/b/a USA
20 Auto Transport rather than as a separate entity. Our
21 affidavit addresses the entity's conduct in South Carolina
22 as well. The entity's only contact with South Carolina is
23 that they will occasionally deliver a car here but very
24 minimally. In 2022, I believe there was no cars. In
25 2021, only one.

1 Your Honor, for this Court to have jurisdiction over
2 either defendant, it must have to be general jurisdiction,
3 which means it must have systemic and continuous contacts
4 with the State of South Carolina, systematic and
5 continuous contact with the State of South Carolina in
6 order to be subject to general jurisdiction. I don't
7 think that anyone in this courtroom today will contend
8 that either Mr. Gherman or USA Auto Transport is subject
9 to general jurisdiction in this state.

10 The other basis would be specific jurisdiction.
11 Your Honor, in order to establish specific jurisdiction,
12 first, the burden is on the party attempting to assert
13 specific jurisdiction. So, in this instance, it would
14 be -- the burden is on Mr. Soles to establish that this
15 Court has specific jurisdiction over Mr. Gherman or USA
16 Auto Transport.

17 And the question is whether or not jurisdiction
18 would violate due process, and due process required
19 minimum contacts with the State. Minimum contacts -- in
20 order to establish minimum contacts, a defendant must
21 purposely direct activities to the State, and the cause of
22 action must arise out of those activities.

23 Your Honor, here, Mr. Gherman has not directed any
24 activities to this state. Instead, any activities that
25 have come into this state that have anything to do with

1 this specific transaction or any of the plaintiff's causes
2 of action were done by Mr. Brockman.

3 There's no dispute here that Mr. Brockman is the one
4 who went on Central Dispatch, got a car, got the
5 information, drove the car to South Carolina, and expected
6 to be paid for it. My client received no remuneration for
7 it. And so, Your Honor, he's not directed any activities
8 towards this state.

9 We cited two bases in our brief: Southern Plastics
10 Co. v. Southern Commerce Bank, 310 S.C. 256, and Cockrell
11 v. Hillerich, 363 S.C. 485. Particularly with Southern
12 Commerce Bank, that is a case where a party sought to
13 obtain personal jurisdiction based on sufficient minimum
14 contact based on the actions of an unauthorized agent, and
15 our Supreme Court in that case said that that was not
16 sufficient. It has to be the party itself or the party's
17 authorized agent if he directs the minimum contacts to the
18 State of South Carolina in order to establish specific
19 jurisdiction. Cockrell, Your Honor, was a similar case
20 and a similar finding.

21 Your Honor, finally -- and I would just note, in
22 full disclosure, we did not raise this or address this
23 question in our brief, but in light of the plaintiff's
24 reply brief, I would just point out that, while
25 Mr. Gherman could be served via substitute service as an

1 individual through his son, his corporation could not.

2 So to the extent that we're talking about the
3 corporation entity, USA Auto Transport, LLC, you have to
4 serve that on an authorized registered agent or on an
5 officer or an agent with sufficient authority to accept
6 service. You cannot serve it on the CEO's son, unlike
7 with an individual.

8 So, to the extent we're talking about a separate
9 entity, there has not actually been service on USA Auto
10 Transport.

11 And, Your Honor -- and, I'm sorry, let me just
12 quickly. The mistaken (indiscernible) or excusable
13 neglect, Your Honor, I outlined in my opening and in my
14 background of the procedural history of the case, but,
15 Your Honor, if ever there was a case where somebody --
16 even if they had tried to look to protect their rights or
17 they had been fooled into thinking that they hadn't acted,
18 that they hadn't done what they were supposed to do.

19 And so, Your Honor, with that, I'm happy to answer
20 any questions. I have copies of my brief and the
21 affidavits.

22 THE COURT: I have got it.

23 MR. BACH: Thank you.

24 THE COURT: Thank you.

25 All right.

1 MS. HOLLOWAY: Thank you. May it please the Court,
2 Your Honor?

3 The defendant (indiscernible) counsel brings this
4 motion to (indiscernible) and Rule 60(b) mistaken
5 advertence, (indiscernible) of service and of personal
6 jurisdiction. Your Honor, I believe that the default
7 judgment is valid based upon one thing: Was service
8 proper?

9 And on February the 24th, Your Honor, we found that
10 to be the case. According to South Carolina Rules of
11 Civil Procedure Rule 4 (indiscernible) (1), service is
12 proper as made upon an individual at a dwelling place,
13 legal place of abode, or upon a person of suitable age
14 with discretion.

15 On October the 6th of 2022, Mr. Gherman's son was
16 served at his house, which is also the business address of
17 9228 West Blackville Road, Peoria, Arizona. That's also
18 the principal place of address for USA Auto Transport as
19 well. His home address is his business address.

20 In fact, Mr. Gherman had knowledge that there was a
21 case or controversy with regard to USA Auto Transport and
22 the delivery of a vehicle based upon his acknowledgment in
23 this affidavit, page 3 of 5, line 17, where he admits that
24 he received a demand letter from a law firm. So he
25 (indiscernible) controversy. That case and

1 (indiscernible) demand letter said deliver this car or
2 there's going to be ramifications, which was the filing of
3 the suit, which we did on September the 29th.

4 So service is proper from the rules, and Mr. Gherman
5 did not answer that complaint. He denies contact with
6 Plaintiff's counsel. He didn't make a phone call. He
7 didn't hire counsel on his own. In fact, as counsel
8 states, speaks about how Mr. Smith was presumed to be
9 counsel for him at the time.

10 However, when Mr. Smith came in and gave arguments
11 before Your Honor, he only acknowledged his representation
12 of Jason Brockman, doing business as JNJ Transport. And
13 when he filed to be withdrawn as counsel, he only filed to
14 be withdrawn as counsel for Jason Brockman and JNJ
15 Transport. Now, he did not present arguments or
16 affiliation with Iacon Gherman or with USA Auto Transport.

17 So Mr. Gherman convinces us USA Auto Transport had
18 responsibility to hire his own counsel and to seek his own
19 relief whereas with regards to this suit. And, in fact,
20 he was given or sent -- in our affidavits, that he
21 presents to the Court, he was sent the notice of the
22 motion for default judgment.

23 And if you look on the certified mail receipt, it
24 says unclaimed, which means that he had notice of these
25 receipts but he chose not to take this mail. That's what

1 that means. So he had knowledge that our law firm were
2 getting in contact with him to send some type of
3 information about the ongoing lawsuit at hand.

4 So counsel -- his counsel (indiscernible) with us
5 today the issue of personal jurisdiction, which I would
6 like to present to Your Honor. Whereas we believe that
7 Ioan Gherman had opened himself to have personal
8 jurisdiction here in South Carolina (indiscernible) the
9 state by willingly and voluntarily giving access to his
10 platform on Central Dispatch to Jason Brockman,
11 (indiscernible), and JNJ Transport. He gave expressed
12 permission for Mr. Brockman to use that platform.

13 Now, in regards to the extent of that permission
14 between him and his codefendant or how far that permission
15 goes, we will never know because he's not here to testify;
16 however, he gave access according to his affidavit.

17 And, Your Honor, not only did he give access, but he
18 had knowledge that Jason Brockman, which is a South
19 Carolina-based company -- JNJ Transport that's
20 headquartered here in Charleston -- was going to have the
21 ability to post vehicles on that site.

22 We believe that that is establishing jurisdiction
23 because of the entering of contracts with other drivers.

24 Your Honor, in fact, when the transaction happened,
25 his (indiscernible) to give him an update that delivery

1 will not be happening on (indiscernible) Auto Transport
2 but through JNJ Transport, also known as Mr. Jason
3 Brockman.

4 South Carolina Code Section 36-2-803(a)(1) and (2)
5 states, "A Court may exercise personal jurisdiction over a
6 person who acts directly or by an agent as to a cause of
7 action arising from the person's: (1) transacting any
8 business in this state."

9 Subsection 2 states, "Contracting to supply services
10 or things in the state."

11 I would even throw in there Provision No. 7, which
12 reads, "Entry into a contract to be performed in whole or
13 in part by either party in this state."

14 Your Honor, through the connection of Lioness (Ph)
15 Auto Transport, which is that dispatching company, and by
16 Mr. Gherman giving access to Mr. Brockman -- full, free
17 permission to use his platform as USA Auto Transport to
18 post this vehicle -- he has allowed and entered into a
19 contract for the delivery of a good, which was a car, and,
20 therefore, allowed himself into a performative contract
21 satisfactory [verbatim] that -- satisfactory [verbatim]
22 that whole section, Your Honor.

23 So it is our belief that he had not just minimal
24 contacts in South Carolina but he gave access and
25 expressed permission, allowed a South Carolina-based

1 company to post as himself, USA Auto Transport, and he
2 knew and had full knowledge that contracts would happen
3 based upon that posting.

4 And, therefore, we ask Your Honor that
5 (indiscernible).

6 Thank you, Your Honor.

7 The last thing I will mention is that, because he
8 did not answer the complaint properly, in a timely manner,
9 all defenses that needed to be raised, including the
10 defense of personal jurisdiction, was not done so, and he
11 had ample opportunity to do so before he waived that
12 (indiscernible) according to the rule.

13 THE COURT: How much -- how much was the judgment?

14 MS. HOLLOWAY: It was for \$262,600.

15 THE COURT: And who all was the judgment entered
16 against?

17 MS. HOLLOWAY: It was against solely him and the
18 company, Ioan Gherman doing business as USA Auto
19 Transport.

20 THE COURT: And there wasn't any judgment entered
21 against Mr. Brockman?

22 MS. HOLLOWAY: He did enter a judgment; however, you
23 allowed us to have a damages hearing because you wanted
24 there to be delivery of the vehicle.

25 And then you also entered sanctions at one point,

1 Your Honor, attorney's fees, and (indiscernible). And
2 none of those things that you have ordered have been paid.

3 THE COURT: Well, where is the car?

4 MS. HOLLOWAY: It's been delivered.

5 THE COURT: Oh.

6 MS. HOLLOWAY: So, Your Honor, brief
7 (indiscernible), we're asking that the motion to
8 (indiscernible) dismissed because, based upon the failure
9 to cancel the complaint, which Mr. Gherman had knowledge
10 of because he was served properly, he also did not claim
11 the notice of a motion for default judgment, and he had
12 access to all the information that was servable, but
13 because he relied on the word of his friend against his
14 better judgment, he has now been placed in this
15 opportunity.

16 THE COURT: So why did Mr. McClain indicate that he
17 didn't need to be here? Because he's appealed it?

18 MS. HOLLOWAY: Your Honor, we're not sure as to why
19 he's not present.

20 MR. CRAVEN: I can answer that. Ben called me late
21 yesterday afternoon and told me he wasn't going to be here
22 but his -- I can't really argue for him, but his belief is
23 that you (indiscernible) a letter. If you don't have
24 personal jurisdiction -- you have no jurisdiction at this
25 time.

1 THE COURT: Right. Because he's appealed it.

2 MR. CRAVEN: And so we -- this was a very
3 contentious case. I think you fully remember all --

4 THE COURT: I remember everything, yeah.

5 MR. CRAVEN: It was frivolous. (Indiscernible)
6 delay. This is yet just another delay tactic by
7 Mr. Brockman and his new counsel, just following in suit
8 with his previous counsel.

9 THE COURT: Who was his previous counsel?

10 MR. BACH: Brian Smith was he previous counsel. He
11 represented him before. He got released on this case on
12 July 25th.

13 THE COURT: Oh, yeah. I made them come down here
14 once.

15 MR. BACH: But when you did, he didn't show up. We
16 asked for this actually to be -- be a Webex or Zoom, but
17 Mr. Brockman asked that we be here in person, causing us
18 to have to come down here today.

19 THE COURT: Why didn't Mr. McClain come down?

20 MR. BACH: You'll have to ask Mr. McClain that
21 question.

22 THE COURT: All right. So what is your motion for
23 damages? We have already had that; correct?

24 MS. HOLLOWAY: No, Your Honor. Your order of March
25 1st, because the vehicle had not been delivered, you

1 allowed us that, upon delivery of the vehicle,
2 (indiscernible) discovers there had been damage to that
3 vehicle because of its improper storage, and Mr. Brockman
4 basically converting the property, you allowed a damages
5 hearing to talk about how much it is allowed to cost to
6 restore the vehicle back to its original state.

7 THE COURT: Well, of course I remember all of this
8 but just give me the number. Was there any damage?

9 MS. HOLLOWAY: Yes. There was extensive damage.

10 Before the delivery of the car, our client had spent
11 \$6,500 doing a lot of work to the vehicle, including
12 repairing all the scrap metal. Post-delivery of the car,
13 he has an invoice from his supplier that it's going to
14 cost an additional \$7,200 to re-fix the vehicle, plus we
15 have pictures as well.

16 THE COURT: All right. Do you want to make that
17 part of the record?

18 MS. HOLLOWAY: Yes.

19 THE COURT: All right. Here's what we're going to
20 have to do, because we're -- hold on. Here's what we're
21 going to have do. Because we're doing this here,
22 everything is Webex, so there's no court reporter to take
23 it, so when you get back to Greenville, you're going to
24 have to go and just say that Judge Price ordered that that
25 be made a part of the record in the original case file in

1 the clerk's office.

2 MS. HOLLOWAY: Will do.

3 THE COURT: Because if they're going to appeal this,
4 then the Court of Appeals is going to need to see that, so
5 that's how we have been doing it. And so, at that point
6 in time, the Court of Appeals would then request it from
7 the Clerk of Court and they would have access to it.

8 MR. BACH: We're also asking for attorneys' fees
9 also, that we have had to additionally incur up to this
10 point because of the delay and (indiscernible) of the
11 whole case.

12 THE COURT: All right.

13 MR. BACH: And I believe we mentioned the attorney's
14 fees affidavit already.

15 THE COURT: All right. If you'll just submit
16 everything to me. All right.

17 MS. HOLLOWAY: Your Honor, I have the originals
18 here --

19 THE COURT: Yeah, you'll need to file those too.
20 And send me the affidavit for attorney's fees.

21 MR. BACH: I believe we have already (indiscernible)
22 e-filed.

23 THE COURT: It's in there? All right. I'll take a
24 look at it.

25 All right. I'll take it under advisement, but

1 you'll have my answer post haste. I appreciate --

2 Yes? Nu-uh, you have an attorney.

3 MR. BROCKMAN: (Indiscernible).

4 THE COURT: You can't say anything. You have an
5 attorney.

6 MR. BROCKMAN: (Indiscernible).

7 UNIDENTIFIED SPEAKER: He put in a notice of
8 appearance.

9 THE COURT: Yeah, he's your attorney.

10 MR. BROCKMAN: So how do I -- I mean, there's
11 (indiscernible) verdict evidence I have in my
12 (indiscernible).

13 THE COURT: No, you have an attorney. And he should
14 have been here to do it.

15 MR. BROCKMAN: He was initially (indiscernible).

16 THE COURT: That ain't on me.

17 All right. Well, either y'all go have a nice lunch
18 somewhere or have a safe trip back.

19 MR. BACH: Thank you.

20 THE COURT: Yes, sir.

21 (The above hearing concluded.)
22
23
24
25

CERTIFICATE OF TRANSCRIBER

CASE NAME/NUMBER: Soles vs. Gherman, et al.,

2022-CP-23-005403

DATE OF HEARING: 10/19/23

COURT REPORTER/MONITOR: Judge's In-Court Laptop

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information, and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.

Bobbi Fisher

/s/ Bobbi Fisher_____

Bobbi Fisher, RPR and Certified Transcriber

Date Submitted: 4/18/24

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Bentley Price, Circuit Court Judge

Appellate Case No. 2024-000071

RONALD SOLES,Respondent,

v.

IOAN GHERMAN d/b/a USA AUTO TRANSPORT LLC, and
JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC,Defendants,

Of whom JASON BROCKMAN d/b/a JNJ TRANSPORT, LLC is theAppellant.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Appellant’s Record On Appeal complies with Rule 210, SCACR.

Respectfully submitted,

Dated: January 24th, 2025
Greenville, South Carolina

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