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SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM SPARTANBURG COUNTY  
COURT OF COMMON PLEAS  
Case No. 2018-CP-42-03579

J. Mark Hayes, II, Circuit Court Judge

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APPELLATE CASE NO.: 2025-000020

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Charna Henson, as Trustee of the Lewis C. Mason Revocable Trust  
Dated September 6, 2001, as Amended and Restated June 19, 2008,  
d/b/a L.C. Mason Enterprises..... Appellant,

v.

Nabil E. Saleh, Amanda Shadon Miller and Sparkle City Motors..... Respondents.

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**MOTION TO HOLD APPEAL IN ABEYANCE  
AND  
MOTION TO REMAND TO TRIAL COURT TO  
ISSUE ORDER AWARDING ATTORNEY’S FEES  
AND COSTS TO PLAINTIFF/APPELLANT**

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Pursuant to Rules 205, 240 and 241, SCACR, Appellant Charna Henson, as Trustee of the Lewis C. Mason Revocable Trust Dated September 6, 2001, as Amended and Restated June 19, 2008, d/b/a L.C. Mason Enterprises moves for an order holding the present appeal in abeyance until such time as the trial court issues its Order Awarding Attorney’s Fees and Costs to Plaintiff. To the extent necessary, Appellant also moves for an order remanding this case to the circuit court to rule on the outstanding issue of attorney’s fees and costs owed to Appellant.

By way of procedural background, the non-jury trial in this matter was held before the Honorable J. Mark Hayes, II September 19 through 21, 2023. After the trial, the trial court issued

a Form 4 Order on November 30, 2023 wherein it made *partial* findings of fact and conclusions of law. (11/30/23 Form 4 attached as “Exhibit A”).

In this Form 4, the trial court found that Appellant met her burden of proof as to her default on a promissory note and breach of contract claims against Respondent Nabil E. Saleh. The trial court did not, however, issue a ruling on “the amounts of damages, attorney’s fees, etc.” The trial court requested that the attorneys for all parties “present financial proposals and justify the proposals based on the evidence as contained in the present record.” The parties complied with the trial court’s request and submitted their proposals.

The trial court filed the Final Order on September 5, 2024. (9/5/24 Final Order attached as “Exhibit B”). In this Final Order, the trial court noted that “Plaintiff’s counsel is asked to submit an updated petition and affidavit that relate to the attorney fees issue that does not involve the Defendant Miller.” (Exhibit B- Final Order at p. 9, n. 19).

All parties filed post-trial motions.

By Form 4 Order filed December 4, 2024, the trial court granted Respondent Amanda Shadon Miller’s post-trial motion but denied the motions filed by Appellant and Respondent Saleh. (12/4/24 Form 4 Order attached as “Exhibit C”). In this December 4, 2024 Form 4, the trial court requested counsel for Appellant to submit “a formal order awarding him the attorney’s fees he had previously requested to be paid by Defendant Saleh.”

On December 13, 2024, Appellant submitted the proposed “Order Awarding Attorney’s Fees and Costs to Plaintiff.” (“Exhibit D”). Out of an abundance of caution, Appellant filed her Notice of Appeal on January 2, 2025.

When preparing the Initial Brief of Appellant, appellate counsel for Appellant realized that the trial court never signed the proposed Order Awarding Attorney’s Fees and Costs to Plaintiff or

any other comparable order. The trial court's ultimate ruling on these attorney's fees and costs to be awarded to Appellant may impact the Appellant's position on appeal, and, arguably, the appeal is not ripe until such time as the trial court finally rules on all issues raised at trial. Accordingly, Appellant respectfully requests an Order holding her appeal in abeyance until such a time as the trial court rules on the outstanding issue of attorney's fees and costs to be awarded to Appellant.

Additionally, to the extent necessary, Appellant moves for an order from the Court of Appeals remanding this case to the circuit court to rule on the outstanding issue of attorney's fees and costs owed to Appellant.

Based on the foregoing, Appellant Charna Henson, as Trustee of the Lewis C. Mason Revocable Trust Dated September 6, 2001, as Amended and Restated June 19, 2008, d/b/a L.C. Mason Enterprises moves for an order of the Court remanding this case to the circuit court to finally rule on the issue of attorney's fees and costs awarded to Appellant. In addition, Appellant requests an order holding the present appeal in abeyance until such a time as the circuit court rules on the outstanding issue of attorney's fees and costs.

July 2, 2025

/s/ David A. Wilson  
David A. Wilson (SC Bar #65273)  
Wilson & Englehardt, LLC  
200 Whitsett Street, Suite 100-B  
Greenville, SC 29601  
(864) 232-2329  
[dwilson@greenvillesclaw.com](mailto:dwilson@greenvillesclaw.com)  
ATTORNEY FOR APPELLANT

Charna Henson, as Trustee

Nabil E. Saleh, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.  
Additional Information for the Clerk : See Below

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		



The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

\_\_\_\_\_  
**Circuit Court Judge**

\_\_\_\_\_  
**Judge Code**

\_\_\_\_\_  
**Date**

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
Gary Compton

\_\_\_\_\_  
Andrew Johnston

\_\_\_\_\_  
Scott Talley

\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**

**Court Reporter:**

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

\_\_\_\_\_  
This matter came before this Court as a non-jury civil trial.

The original complaint contained five cause of action (1) default on a promissory note, (2) conversion, (3) Equitable Mortgage, (4) Breach of Contract, and (5) Breach of Contract with Fraudulent Intent. The defendant Saleh counter claimed asserting causes of action against the plaintiff of (1) breach of contract, (2) conversion, (3) Tortious Interference with Contractual Relations, (4) Unfair Trade Practices, (5) Conspiracy, and (5) Violation of SC Code 39-3-10. Defendant Miller counterclaimed asserting (1) civil conspiracy, (2) Fraud, and Defamatory Comments. During the course of the trial, either through ruling on motions or voluntary decision by the party asserting the claim, the causes of action to be decided by were reduced to plaintiff's claims of (1) Default on a Promissory Note, Breach of Contract, and (3) Breach of Contract Accompanied By Fraudulent Acts.; Saleh's claims against the plaintiff for Breach of Contract, and (2) Unfair Trade Practices Act; and Miller's claims against the plaintiff for Fraud and Defamatory Comments.

After considering the testimony and evidence presented, the credibility of the witnesses, the respective burdens of proof, and the law applicable to the remaining claims, this Court's decision is that Plaintiff has met her burden of proof as to her default on a promissory and breach of contract claims (based on the evidence offered these claims are based on similar facts) against the defendant Saleh; and that Defendant Saleh has met his burden of proof to establish his Unfair trade practices claim against the Plaintiff.

Some items that were significant to this Court's decision included that the Promissory Note dated July 7, 2015, established the base floor plan amount of \$940,000.00. In complaint, a claim for the Breach of Contract is asserted on \$673,397.68. The amount asserted in the complaint is the base amount, or starting point, for determining the amount owe to the plaintiff. The plaintiff is entitle to an award of







**Spartanburg Common Pleas**

**Case Caption:** Charna Henson, As Trustee VS Nabil E. Saleh , defendant, et al  
**Case Number:** 2018CP4203579  
**Type:** Order/Form 4

**IT IS SO ORDERED**

s/ J. Mark Hayes, II #2132

Electronically signed on 2023-11-30 09:59:58 page 5 of 5

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

CHARNA HENSON, AS TRUSTEE OF )  
THE LEWIS C. MASON REVOCABLE )  
TRUST DATED SEPTEMBER 6, 2001, )  
AS AMENDED AND RESTATED )  
JUNE 19, 2008, D/B/A L. C. MASON )  
ENTERPRISES, )

Plaintiff, )

vs. )

NABIL E. SALEH, AMANDA SHADON )  
MILLER AND SPARKLE CITY )  
MOTORS, )

Defendants. )

FINAL ORDER

2018-CP-42-03579

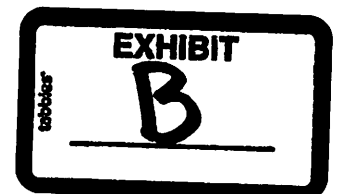
This Final Order is issued after a two-plus-day civil non-jury trial, post-trial briefings, an initial Form 4 ruling, subsequent arguments and proposed orders. It is issued with considerable reflection and deliberation.

**BACKGROUND**

The litigation arose out of a long term successful and profitable business relationship between the Plaintiff and Defendant Saleh that began in 2007. Plaintiff is an automobile auction business which also provides floor-planning credit/financing for used car wholesalers.<sup>1</sup> Plaintiff became acquainted with Defendant Saleh years earlier when he worked for a national franchised

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<sup>1</sup> Plaintiff is a trust established in 2001 as a holding entity for a floor plan lending company established in the 1970's. The plaintiff also owns and operates Upstate Auto Auction, which auctions vehicles owned by dealers to other dealers and to the general public. While the auto auction and the floor planning are two separate businesses, the floor planning operation can serve, as in the present case, as a feeder of vehicles for the auction.



car dealership in Spartanburg. In 2007, Saleh began his wholesale used car company – Sparkle City Motors. Plaintiff served as the floor planner for much of Saleh’s inventory.<sup>2</sup>

As previously stated, the business relationship shared between the Plaintiff and the Defendant Saleh was profitable and beneficial to both for many years. They also developed a personal friendship. The successfulness of their business relationship was evidenced by the growth of the line of credit extended by the Plaintiff to Defendant Saleh from \$350,000 in 2008 to \$940,000 in 2015.<sup>3</sup>

In the 2015/2016 time period the harmonious business relationship began changing when Defendant’s Saleh’s business took a dramatic downturn.<sup>4</sup> The cause for the sudden change in the Defendant’s Saleh’s business was not established at trial—and is not relevant to the present decision. What is relevant is that the Plaintiff and Defendant Saleh, nonetheless, continued their business relationship even though Saleh had already defaulted under the floor plan terms for

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<sup>2</sup> Prior to conducting the trial, this Court had only a general knowledge of the used car wholesale floor planning business. Neither side of this case called an expert witness to assist the Court’s understanding. Based upon the trial presentations, a floor plan can be described as a line of credit meant to fund a dealer’s automobile inventory. Once a particular automobile is sold, the dealer pays back the original loan amount plus any interest and fees. Typically, when the dealer obtains an automobile using the credit provided through the floor plan, the floor planner (here the plaintiff) holds the title to the automobile. Once the dealer sells the automobile, the floor planner releases the title to the dealer upon payback.

Even though neither party presented an expert witness to assist this Court’s understanding of used car wholesale floor planning, an internal document from Mason Motors, Inc., was presented. This document revealed the following:

EFFECTIVE, JAN. 1<sup>ST</sup>, 2008, ALL VEHICLES THAT ARE FLOORED BY L.C. MASON ENTERPRISE FLOORPLAN COMPANY WILL BE SUBJECT TO THE FOLLOWING CRITERIA:

ALL VEHICLES FLOORPLANNED WILL ONLY BE FUNDED THE MONETARY AMOUNT OF AVERAGE BLACK BOOK VALUE MINUS MILEAGE. THERE WILL BE NO EXCEPTIONS TO THIS RULE.

<sup>3</sup> From the explanations offered during the trial, this Court concludes, \$940,000 was the line of credit available to Defendant Saleh through the floor plan. \$940,000 was not necessarily the amount he owed to the Plaintiff.

<sup>4</sup> The cause for the sudden downturn was not proven at trial. Defendant Saleh suggested the significant event causing his business’ reversal of fortune was a bad business decision to place his inventory with a car retailer that had unlawfully disposed of much of the inventory without Defendant Saleh being paid. When this event occurred, the Plaintiff repossessed the inventory which was subject to the Plaintiff’s floor plan.

At the trial the Plaintiff suggested other reasons unrelated to a bad business decision by Defendant Saleh that caused his business’s sudden reversal.

hundreds of thousands of dollars, Plaintiff had repossessed Saleh's floor plan's collateral, and had sold Saleh's collateral at its auction business.

Defendant Saleh's dealer license came under scrutiny during this downturn period. In 2016, after his dealer license was investigated by the South Carolina Department of Motor Vehicles, Defendant Saleh brought Defendant Miller<sup>5</sup> into the business. Miller and Saleh were romantically involved and shared a child at the time she was added to the license. The Plaintiff was not a stranger to Saleh's and Miller's relationship. They all maintained an amicable friendship. Again, Miller was added to the business so Saleh could continue his business. Sparkle City Motors remained alive and the Plaintiff continued doing business with Saleh.

After Defendant Miller's name was placed on the license, the Plaintiff obtained Defendant Miller's signature on certain documents.<sup>6</sup> Even after Defendant Miller's name was added to the business, the Plaintiff continued to deal with Defendant Saleh and viewed him as Sparkle City Motors. Plaintiff memorialized its ongoing business relation with Saleh by bestowing Saleh the 2017 best-selling customer award.

In 2017, when the floor plan payments became delinquent, the complaint<sup>7</sup> alleges that Saleh was using money to make improvements to Miller's home, where he was living at that time. Plaintiff sought Miller to pledge her home as collateral for Saleh/Sparkle City's Motor's debts. Miller declined.<sup>8</sup>

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<sup>5</sup> Based on the information presented at trial, the conclusion is obvious that Defendant Miller was brought into the business solely because of the personal relationship she had with Defendant Saleh. At this time, they were romantically involved and shared a child. Nothing was presented to indicate she made a financial contribution to the business. Subsequently, the personal relationship between Miller and Saleh ended.

<sup>6</sup> At trial, Defendant Miller disputed that all of the documents bearing her signature that she actually signed. One of the disputed signatures was to Security Agreement and Personal Guarantee.

<sup>7</sup> Complaint paragraph 18.

<sup>8</sup> Prior to issuing this Order, this Court expressed its concern as to the credibility of some positions asserted by the Plaintiff and Defendant Saleh. The assertion of an equitable mortgage on Miller's personal real property and use of its automobile floor planning practice, secured by non-automobile collateral---of questionable value---to pay off real property improvements highlights this Court's concerns about Plaintiff's business practices. Moreover,

Not long thereafter, the once profitable business relationship ended. The inventory securing the floor plan was voluntarily surrendered to the Plaintiffs.<sup>9</sup>

### THE LAWSUIT

In 2018, the present litigation was filed by plaintiff reciting five (5) causes of actions (1) Default on Promissory Note, (2) Conversion, (3) Equitable Mortgage, and (4) Breach of Contract, and (5) Breach of Contract accompanied by Fraudulent Activity.<sup>10</sup>

Saleh answered denying the allegations and asserted counterclaims of (1) Breach of Contract, (2) Conversion, (3) Tortious Interference with Contractual Relations, (4) Unfair Trade Practices, (5) Conspiracy, and (6) Violation of SC Code Section 39-3-10.

Miller answered and asserted the Counterclaims of (1) Civil Conspiracy, and (2) Fraud.

A non-jury civil trial was conducted on September 19-21, 2023.<sup>11</sup>

During the course of the trial, either through ruling on motions or voluntary decision by the party asserting the claim, the causes of action to be decided were reduced to Plaintiff's claims of (1) Default on a Promissory Note, (2) Breach of Contract and (3) Breach of Contract Accompanied by Fraudulent Acts; Saleh's claims against the Plaintiff for (1) Breach of

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Miller's home was constructed by her father. Plaintiff attended a pool party at the home at a time prior to the alleged pool construction. If the representations made by Saleh referenced in the complaint were ever said by him, they proved to be untrue from the evidence presented at trial.

<sup>9</sup> Complaint paragraph 21.

<sup>10</sup> Defendant Miller was made a party to litigation based on the allegation she became a beneficial owner of Sparkle City at some point subsequent to 2007. Complaint ¶ 7.

<sup>11</sup> The Plaintiff was represented by Attorney Gary L. Compton of the Spartanburg County Bar. The Defendants Nabil E. Saleh and Sparkle City Motors ("Saleh") were represented by Attorney Andrew J. Johnston, and the Defendant Amanda Shadon Miller ("Miller") was represented by Attorney Scott F. Talley, also of the Spartanburg County Bar. During the trial, testimony was received from each of the parties and two employees of the plaintiff. Hundreds of pages of documents, a large number being cancelled checks containing handwritten notes, were admitted into evidence from both sides.

Contract and (2) Unfair Trade Practices; and Miller's claims against the Plaintiff for Fraud and Defamatory Comments.<sup>12</sup>

As indicated in this Court's previous Form 4 filing, Plaintiff met its burden of proof as to the Default and Promissory Note and Breach of Contract causes of action (these two causes of actions are one in the same) against Defendant Saleh.

Defendant Saleh has met his burden of proof of establishing his Unfair Trade Practices Act claim against the Plaintiff.

This Court cannot find that the Plaintiff has met her burden of proof as to Defendant Miller. Also, this Court cannot find that Defendant Miller has met her burden of proof as to the counterclaims she asserted against the Plaintiff.

### **DISCUSSION**

Plaintiff's entitlement to a verdict as to Saleh is clear. Saleh did not comply with the terms of the floor planning agreement. The problem with Plaintiff's claim is that while Plaintiff's entitlement to a verdict is clear, the amount of the verdict is not established with credible evidence. Plaintiff seeks a judgment in the significant amount of \$690,759.68. Due to Plaintiff's method of internal bookkeeping, this method of bookkeeping also supported a counter analysis that supported Saleh's claims against the Plaintiff. An independent witness—like an accountant—would have been beneficial to establish either party's case and provide credibility. Using Plaintiff's methodology, this Court was presented hundreds of checks and deposits---many containing numerous handwritten entries---that required parol testimony for explanation. This methodology of proof of a \$690,759.68 debt is self-evident of its need for verification, of its vulnerability to attack, and its likelihood of being misunderstood to an independent fact finder.

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<sup>12</sup> The Plaintiff seeks attorney's fees pursuant to the terms of the Promissory Note, Personal Guarantees and Security Agreements, and Saleh seeks attorney's fees pursuant to the Unfair Trade Practices Act.

Moreover, as presented at trial, the debt sought to be recovered is the debt associated with the floor plan. Even though the “note” and/or “security agreement” and “floor plan” listed the amount as \$940,000, the amount owed was always tied to the amount loaned which was tied to the vehicles---collateral---offered by Saleh. Based on the trial evidence, the debt sought to be collected was never \$940,000. Once the collateral was repossessed by the Plaintiff, Plaintiff’s business model was to sell the vehicle’s through its own auction business. Whatever amount was received from the auction was or should be applied to the total amount owed by Saleh. Due to Plaintiff’s methodology of bookkeeping, it appears that, after the auction, the amount of debt claimed did not decrease, but rather increased. Additionally, during the trial, this Court received testimony that a “fee” was charged by Plaintiff on the collateral. The documents offered by Plaintiff establishing the debt contains no reference to or definition of a “fee”. Also, while these documents discussed that “interest” will be paid by the debtor, these documents are silent as to what the percentage amount is or how it will be calculated.<sup>13</sup>

Also, while neither party presented expert testimony to enlighten this Court on the industry standard for a used car wholesale floor planning operation---Plaintiff’s and Saleh’s testimony were in conflict as to industry standards---two (2) internal documents provided clarity as to Plaintiff’s standards. First, the January 8, 2008 policy statement declares all vehicles will be only funded the monetary amount of average Black Book value minus the mileage and the March 10, 2016, declares, in part, at least three (3) events that will result in suspension of a dealer’s floor plan (refusal to pay debt exceeding floor plan, a unit being over 60 days old, and vehicles that are over one-year-old). Loss of floor plan financing is clear.

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<sup>13</sup> In debt collection cases, the quality of evidence used to support a debt approaching \$700,000.00, is customarily very detailed in its terminology.

Even though Saleh's 2015 default and significant loss to the floor plan was not disputed, Plaintiff, in clear violation of its own rules, continued to do business with Saleh.

Additionally, Plaintiff violated its own standards when it accepted undervalued and non-automobiles as collateral. Not only did the use of non-automobile and undervalued collateral violate Plaintiff's own rules, the alleged purpose for the credit---home improvements---was ultra vires to the Plaintiff's business. See Footnote #2.

There are numerous reasons as to why liability for the debt will not extend to Defendant Miller. Even if Miller signed the documents, the 2016 floor plan debt is the identical debt that Saleh signed for in 2015. Thus, no new consideration existed. Also, it appears clear that Miller brought no monetary consideration or value to the business. Moreover, after Saleh's license was investigated by regulatory authorities, Miller's name was used in order that Saleh could continue his wholesale business. Likewise, Plaintiff knew Miller brought nothing to the business, but Plaintiff was able to continue its business with Saleh. A continuation of business with Saleh that was in violation of its own policy.

As previously stated, even though Miller's name was added, Plaintiff continued to treat the business relationship as one with Saleh. While Miller presented sufficient evidence to establish a conspiracy between Plaintiff and Saleh to evade regulatory investigation/compliance so that their business relationship could continue, Miller has failed to prove that she was damaged---she is not damaged only because Plaintiff's claim against her is not granted.

As referenced at trial and in the previous issued Form 4, Plaintiff has no equitable mortgage to Miller's real estate. The analysis offered in the Form 4 is incorporated by reference. This Court also notes that Plaintiff's factual justification for asserting an equitable mortgage at

trial proved not to be credible. Plaintiff's trial position was significantly different than these offered in the Complaint ¶ 17 and ¶ 29 to 31.

As referenced in the previous issued Form 4, this Court's opinion is that Saleh has met his burden of establishing Plaintiff engaged in Unfair Trade Practices Act violations. The South Carolina Unfair Trade Practices Act ("SCUTPA) "prohibits 'unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce ...'<sup>14</sup> Trade or commerce is defined as 'the advertising, offering for sale, sale or distribution of any services and property ... and ... any other ... thing of value ....'<sup>15</sup> The SCUTPA does not define the term "unfair," but SCUTPA is modeled after the language of the Federal Trade Commission Act, which is useful for guidance.<sup>16</sup> The FTC Policy Statement on Unfairness provides the following general characteristics of an unfair practice claim "(1) whether the practice injures consumers; (2) whether it violates established public policy; (3) whether it is unethical or unscrupulous."<sup>17</sup> To maintain a private cause of action under SCUTPA, a plaintiff must establish: (1) the defendant engaged in an unlawful practice; (2) the plaintiff suffered actual, ascertainable, damages as a result of the defendant's use of the unlawful trade practice; and (3) the unlawful trade practice engaged in by the defendant had an adverse impact on the public interest."<sup>18</sup> As established during prior hearings, in the Form 4, and in this Order, Plaintiff has engaged in practices that violate its own internal regulations in its business dealing with Saleh. While the Plaintiff contends none of the moneys it collected after the 2015-16 collapse of

<sup>14</sup> S.C.Code Ann. § 39-5-20 (1985).

<sup>15</sup> *Foggie v. CSX Transportation, Inc.*, 315 S.C. 17, 431 S.E.2d 587, 591 (1993); S.C. Code Ann. § 39-5-10(b) (1985).

<sup>16</sup> See S.C. Code Ann. § 56-15-30(b) (2015) ("In construing paragraph (a) the courts may be guided by the definitions in the Federal Trade Commission Act (15 U.S.C. 45).").

<sup>17</sup> *Freeman v. J.L.H. Invs., LP*, 414 S.C. 362, 385, 778 S.E.2d 902, 914 (2015); see also *State v. Ortho-McNeil-Janssen Pharm., Inc.*, 414 S.C. 33, 70-71, 777 S.E.2d 176, 196 (2015). (recognizing that the language in SCUTPA is modeled after the Federal Trade Commission Act).

<sup>18</sup> *Bessinger v. Food Lion, Inc.*, 305 F. Supp.2d 574 (D.S.C. 2003) (citing *Havird Oil Co., Inc. v. Marathon Oil Co., Inc.*, 149 F.3d 283 (4<sup>th</sup> Cir. 1998)).

Saleh's business was related to the 2015-16 floor plan, this Court finds the evidence in this record supports a different conclusion. Thus, as previously referenced, Plaintiff violated its own standards by continuing to floor plan Saleh's business.

Concerning also was the use of undervalued collateral and collateral that is obviously not automobiles as part of its wholesale used car floor planning business. This was an admitted ultra vires use of Plaintiff's floor plan business.

Most concerning as an act that constitutes an unfair act of trade is continuing to engage in the wholesale floor planning business with Saleh when it was known that the regulatory agency charged with the responsibility of protecting the general public was investigating his license and, with such knowledge continuing to do business with Saleh under a name placed on the license with no equitable stake in the company or special expertise.

Notwithstanding, that the record before this Court established an Unfair Trade Practice violation, the same record does not support a monetary award to Saleh. Similar to the lack of confidence in the quality of Plaintiff's bookkeeping and accounting methods, the same challenges of confidence exist in Saleh's evidence. Again, no third party was present to assist with the accounting.

Based on the record before this Court, this Court will find the Plaintiff is entitled to a verdict against Defendant Saleh in the amount of Two Hundred Seventy-Nine thousand, four hundred and thirty-five (\$279,435.00). This represents the value of the unused inventory that was voluntarily surrendered by the Defendant Saleh in 2018. If the Plaintiff's had complied with its internal policy of valuation, this property did, or should, have been sold at the Plaintiff's auction for a value equal to or close to the floor planned amount.<sup>19</sup>

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<sup>19</sup> Plaintiff's counsel is asked to submit an updated petition and affidavit that relate to the attorney fees issue that does not involve the Defendant Miller.

**IT IS SO ORDERED.**

*Electronic Signature to Follow*

**J. MARK HAYES, II,  
JUDGE OF THE SEVENTH  
JUDICIAL CIRCUIT**



**Spartanburg Common Pleas**

**Case Caption:** Charna Henson, As Trustee VS Nabil E. Saleh , defendant, et al  
**Case Number:** 2018CP4203579  
**Type:** Order/Other

**IT IS SO ORDERED**

**s/ J. Mark Hayes, II #2132**

Electronically signed on 2024-09-04 16:42:11 page 11 of 11

Henson, as trustee of Lewis Mason Revocable Trust  
 d/b/a Mason Motors

Saleh, Miller and Sparkle City Motors

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : See page 2 for additional information. Formal Order to follow.

INFORMATION FOR THE JUDGMENT INDEX		
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Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:





Motion for Reconsideration under the rules of civil procedure. All thirteen (13) have been considered. This Court is not persuaded to alter its prior order. Even if not expressly listed in the Court's prior order each item listed was considered when the prior order was issued. As the fact finder in the previous trial, this court faced a significant task of understanding the recordkeeping of both parties. No outside accountant or bookkeeper was offered—even though the finder of fact was asked to review records that spanned years and involved dollar amounts and transaction amounts that were allegedly in the \$900,000.00 range. Compounding the challenges of understanding the bookkeeping was the challenges of the credibility of the opposing witnesses who were called upon to provide their interpretation of what the journaling, and canceled checks with handwritten notes meant. I did not find either sides case entirely credible—both sides had issues of credibility. Both sides presented a version of the accounting, if true, could logically support the outcome they desired in the case. Understanding the accounting became a “He Said -- She Said” confrontation; however, I, again, found credibility issues with both sides. It is within the guardrails that the law allows the factfinder to believe all, part, or none of a witness's testimony. Also presenting credibility challenges was the history of plaintiff's and Saleh's long term relationship that consistently flowed from valleys to peaks of success and failure -- even though his professional status to engage in the car business had been revoked by the regulatory authorities. In plaintiff's motion, Plaintiff continues to claim that lending money/floor planning through its business using non-automobiles as collateral to finance improvements (driveway, pool, etc.) was proper. I disagree for several reasons, including that most, if not all of the home improvements occurred prior to alleged floor planning with the non-automobile collateral—collateral which was defective in value. Moreover, the plaintiff is not in the business of making home construction loans. The plaintiff operated a used car floor planning and auction business. The finding that the UTPA applies to the transaction in this case will not be altered. But, likewise, this court does not believe that Saleh has met his burden of proof of establishing his damages (the same credibility issues that applies to the plaintiff, applies to the Saleh.

As to defendant's Saleh motion that his lawyer's fees be paid because of the finding that a violation of the UTPA was made in the prior order, this Court will not awarded Saleh's attorney fees—see above discussion. Additionally, subsection (a) of 39-5-140, reflects that the prerequisite for obtaining attorney's fees is that the party seeking them must suffer a loss that is “ascertainable”.

Again, Mr. Talley is asked to prepare a formal order granting his motion. Otherwise the provisions of the prior order will not be altered.

Not part of the motion to reconsider was the issue of attorney fees to be awarded to plaintiff's lawyer. I ask Plaintiff's lawyer to prepare a formal order awarding him the attorney's fees he had previously requested to be paid by Defendant Saleh. Once the order is reviewed and signed, the Court will entertain motion for reconsideration on the issue if any are filed.

Thank you all for your attention and cooperation  
SCRCF Form 4C (03/2013)





**Spartanburg Common Pleas**

**Case Caption:** Charna Henson, As Trustee VS Nabil E. Saleh , defendant, et al  
**Case Number:** 2018CP4203579  
**Type:** Order/Form 4

**IT IS SO ORDERED**

s/ J. Mark Hayes, II #2132

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

CHARNA HENSON, AS TRUSTEE OF )  
THE LEWIS C. MASON REVOCABLE )  
TRUST DATED SEPTEMBER 6, 2001, )  
AS AMENDED AND RESTATED )  
JUNE 19, 2008, D/B/A L. C. MASON )  
ENTERPRISES, )

Plaintiff, )

vs. )

NABIL E. SALEH, AMANDA SHADON )  
MILLER AND SPARKLE CITY )  
MOTORS, )

Defendants. )

ORDER AWARDING ATTORNEY'S FEES  
AND COSTS TO PLAINTIFF

2018-CP-42-03579

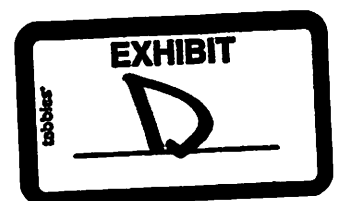
By Final Order of this Court in the above matter dated September 4, 2024, this Court found that the Plaintiff is entitled to an award of attorney's fees and costs against the Defendants Nabil E. Saleh and Sparkle City Motors. According to the Affidavit of the attorney for the Plaintiff dated December 12, 2024, which is attached hereto and incorporated herein by reference, the total attorney's fees and costs incurred by the Plaintiff are \$79,030.98. Together with the judgment amount of \$279,435.00, the total award to the Plaintiff against said Defendants is \$358,465.98.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff shall be awarded attorney's fees and costs in the amount of \$79,030.98 against the Defendants Nabil E. Saleh and Sparkle City Motors, for a total judgment of \$358,465.98.

IT IS SO ORDERED.

*Electronic Signature to Follow*

**J. MARK HAYES, II,  
JUDGE OF THE SEVENTH  
JUDICIAL CIRCUIT**



# EXHIBIT

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

CHARNA HENSON, AS TRUSTEE OF )  
THE LEWIS C. MASON REVOCABLE )  
TRUST DATED SEPTEMBER 6, 2001, )  
AS AMENDED AND RESTATED )  
JUNE 19, 2008, D/B/A L. C. MASON )  
ENTERPRISES, )

Plaintiff, )

vs. )

NABIL E. SALEH, AMANDA SHADON )  
MILLER AND SPARKLE CITY )  
MOTORS, )

Defendants. )

ATTORNEY FEE AFFIDAVIT

2018-CP-42-03579

PERSONALLY appeared before me, Gary L. Compton, who, being duly sworn, deposes and states that he is an Attorney at Law, and a member in good standing of the South Carolina Bar. He has practiced law in Spartanburg, South Carolina since 1981. He is the attorney for the Plaintiff and the following is a true and accurate account of the time devoted to the within matter related to the claims against Nabil E. Saleh and Sparkle City Motors:

	<u>HOURS</u>
10-01-18 Initial conference with client	1.50
10-08-18 Review materials from client re: case	2.50
10-09-18 Preparation of Summons & Complaint	2.50
10-11-18 Revision of Summons & Complaint, preparation of Lis Pendens	1.50
10-12-18 E-filing of Summons, Complaint, Lis Pendens and Exhibits	.50
10-18-18 Receipt and e-filing of Affidavits of Service	.50
11-09-18 Review letter from Atty. Johnston confirming extension of time to answer	.25
12-12-18 Review Answer and Counterclaim of Saleh	.75

12-12-18	Review Answer and Counterclaim of Saleh	.75
01-29-19	Preparation of Plaintiff's First Set of Interrogatories and Requests to Produce to Defendants Saleh and Sparkle City Motors, mailed to respective attorneys	3.00
02-25-19	Review letter from Atty. Johnston requesting extension to reply to discovery	.25
04-15-19	Letter to Atty. Johnston & Atty. Pye re: responses to discovery requests and discovery due re: First Set of Interrogatories and Request For Production dated 1-29-19	.75
05-24-19	Review Saleh's Answers to Interrogatories and Requests to Produce	1.50
06-03-19	Preparation of Receipt and Release re: Michael DeWitt	.50
06-10-19	Preparation of Plaintiff's Second Requests for Production to all Defendants, letter to Attys. Johnston & Pye	1.50
07-11-19	Review email from client re: Mims title	.25
07-16-19	Review email from client with information received from SCDMV re: Sparkle City Motors	1.00
07-24-19	Review letter from Atty. Johnston with Defendants' 2014-2017 tax returns, review of same	1.50
09-04-19	Preparation of Affidavit of Plaintiff, Plaintiff's Motion for Summary Judgment	2.00
09-09-19	Review Defendants' tax returns for 2014-2017	.75
09-16-19	Review email from client re: Motion for Summary Judgment	.75
09-17-19	Revised Plaintiff's Affidavit	.75
09-25-19	Preparation of Consent Scheduling Order	.75
09-27-19	Review letter from Atty. James Lyon at Merritt Webb re: Michael DeWitt	.25
10-14-19	Review letter from Atty. James Lyon at Merritt Webb re: Michael DeWitt, review report of Marvin Dawson, hand-writing expert	1.00
10-29-19	Revise Plaintiff's Motion for Summary Judgment	.75
11-04-19	E-filed Plaintiff's Motion for Summary Judgment along with exhibits	.50
12-16-19	Review response of Atty. Johnston to Plaintiff's Motion for Summary Judgment	.50
12-19-19	Hearing on Motion for Summary Judgment – Judge Knie	2.00
12-23-19	Review Form 4 of Judge Knie	.25
12-27-19	Review Saleh's Interrogatories and Request to Produce	.50
01-07-20	Letter to Atty. Johnston re: Michael DeWitt title	.50
01-23-20	Plaintiff's responses to Defendants Saleh and Sparkle City Requests to Produce, Plaintiff's Answers to Interrogatories of Defendants Saleh and Sparkle City, hand-delivered letter to Atty. Johnston	3.00
01-25-20	Review letter from Atty. Johnston and NOD of Plaintiff	.25

01-27-20	Emailed letter to Plaintiff re: confirmation of her deposition scheduled 2-7-20, review of Atty. Johnston's letter to Atty. Lyon re: Michael DeWitt and Plaintiff's letter to Atty. Lyon	1.00
01-30-20	Review email re: non-jury trial roster, hearing sch. 2-27-20	.25
02-07-20	Preparation for and attendance at deposition of Plaintiff, office conference with client	3.50
02-10-20	Hand-delivered letter to Atty. Johnston – original Georgia Certificate of Title to 2009 Lexus GX470 – Michael DeWitt	.75
02-19-20	Review subpoena served on Spartanburg County by Saleh	.25
02-20-20	Review Affidavit of Defendant Saleh	.25
02-21-20	Emailed letter to Judge Knie re: Plaintiff's Motion for Partial Summary Judgment against Saleh, review Affidavit of Defendant Saleh	1.00
02-27-20	Hearing on Plaintiff's Motion for Summary Judgment – Judge Cole	2.50
03-02-20	Review Saleh's Supplemental Interrogatories and Requests to Produce, forward to client	1.00
04-07-20	Review letter from Atty. Johnston re: his Interrogatories and Request for Production	.25
04-16-20	Letter to Atty. Johnston re: discovery	.75
04-23-20	Review email from client re: Supplemental Interrogatories and Requests to Produce	.50
04-29-20	Answer to Interrogatory #23 received from client via email, Plaintiff's Responses to Supplemental Requests to Produce of Defendants Saleh and Sparkle City Motors, Plaintiff's Answers to Supplemental Interrogatories of Defendants Saleh and Sparkle City Motors, Plaintiff's Supplemental Requests for Production to Defendants	3.50
04-30-20	Letter to Attys. Johnston and Talley re: Plaintiff's Supplemental Requests for Production to Defendants, hand-delivered letter to Atty. Johnston re: Answers to Supplemental Interrogatories and responses to Requests to Produce	3.00
05-11-20	Preparation of Plaintiff's Memorandum in Support of Motion for Summary Judgment	2.50
05-14-20	Revisions to Plaintiff's Memorandum	1.50
05-27-20	Exchange of emails with client re: responding to discovery requests	.50
06-01-20	Hand-delivered letter to Atty. Johnston re: responses to his letter of 5-14-20	1.00
06-29-20	Review letter from Atty. Johnston re: discovery, forward to client	.50
07-15-20	Review Motion to Compel from Atty. Johnston	.50

07-20-20	Hand-delivered letter to Atty. Johnston re: Plaintiff's responses to his letter of 6-29-20	1.00
07-28-20	Review request of Atty. Johnston for block tickets, telephone conference with client re: same	.75
07-29-20	Hand-delivered letter to Atty. Johnston re: Plaintiff's response to his letter of 7-28-20	.50
07-30-20	Hearing on Plaintiff's Motion for Summary Judgment -- Judge Hayes, office conference with client	2.00
08-11-20	Review Form 4 Order from Judge Hayes denying Motion for Summary Judgment, telephone conference with client	.75
09-10-20	Emailed letter to Attys. Talley and Johnston re: mediation deadline, suggesting Atty. Ken Anthony as mediator	.50
09-15-20	Review Form 4 from Judge Hayes re: Motion for Summary Judgment	.25
09-21-20	Review email from Clerk re: October 15 status conference	.25
10-01-20	Review letter from Atty. Johnston with Motion to Compel discovery, email to client with response	.50
10-02-20	Exchange of emails with client and Atty. Johnston re: discovery	.50
10-07-20	Preparation of Supplemental Scheduling Order	1.00
10-08-20	Exchange of emails with opposing counsel re: mediators and Scheduling Order	.75
10-15-20	Preparation of Plaintiff's Third Request for Production to Defendants, preparation of Plaintiff's Second Set of Interrogatories to Defendants	2.50
10-16-20	E-filing Supplemental Consent Scheduling Order	.50
10-19-20	Exchange of emails with opposing counsel and Reggie Foster's office re: mediation	.50
10-22-20	Revision of Plaintiff's Second Set of Interrogatories to Defendants, letter to Attys. Talley and Johnston re: Plaintiff's Second Set of Interrogatories, etc., exchange of emails re: scheduling mediation	2.50
12-22-20	Letter to Attys. Talley and Johnston re: second request for discovery, email from Reggie Foster's office confirming mediation	1.00
01-18-21	Email from Reggie Foster re: mediation	.25
01-19-21	Receipt and review of Agreement to Mediate	.50
01-20-21	Exchange of emails with Reggie re: mediation, telephone conversation with him re: the case	1.00
01-22-21	Mediation, office conference with client	3.00
01-26-21	Review letter from Reggie Foster with Proof of ADR	.25
01-27-21	Preparation of Plaintiff's Motion to Compel discovery	1.00

01-28-21	E-filed Plaintiff's Motion to Compel discovery, email Reggie's bill to client	.50
02-01-21	Email Motion to Compel to client	.25
03-08-21	Review email from Clerk re: scheduling our Motion to Compel scheduled 4-1-21	.25
03-23-21	Email to client re: 4-1-21 hearing	.25
03-31-21	Exchange of emails with Maribel re: hearing, review correspondence from Atty. Johnston	.75
04-01-21	Hearing on Motion to Compel, office conference with client	2.50
04-27-21	Exchange of emails with client re: damages	.50
05-05-21	Email to client re: meeting	.25
05-20-21	Email from Judge Kelly re: Order on Motion to Compel	.25
05-27-21	Preparation of Order of Judge Kelly re: Plaintiff's Motion to Compel discovery, email from Maribel re: jury trials for June 21-25	2.50
06-04-21	Email to client re: June 7 meeting	.25
06-07-21	Office conference with client and employees/witnesses Re: trial preparation, assembly of documents re: cars Sold out of trust and repossessions, preparation of letter and subpoena to Peake Construction Company	6.00
06-10-21	Hand-delivered letter to Attys. Talley and Johnston re: copies of documents to be used at trial scheduled 6-14-21 and preparation of Order for Continuance	1.50
06-14-21	Review email from Maribel re: jury trial roster	.25
06-16-21	Exchange of emails with Judge Cole's Clerk re: continuance	.50
06-21-21	Exchange of emails with Judge Kelly's Clerk re: proposed Order to Compel discovery	.50
06-28-21	Review email from Clerk re: Order of Continuance, review of Saleh responses to discovery	1.00
07-08-21	Certified letter to Chad Peake re: ignoring subpoena	.50
07-30-21	Review of email from Clerk re: Order to Compel discovery	.25
08-20-21	Review email from Clerk re: jury trials week of 9-13-21	.25
08-26-21	Exchange of emails with client re: meeting	.50
08-30-21	Review email from Atty. Johnston re: continuance, forward to client	.50
08-31-21	Emailed letter to Attys. Talley and Johnston re: response to Atty. Johnston's email of 8-30-21	1.00
09-02-21	Review email from Atty. Johnston with Consent Order for Continuance	.25
09-03-21	Exchange of emails with client re: continuance	.50
09-09-21	Exchange of emails with Maribel re: time needed for trial	.25

09-13-21	Review letter from Atty. Johnston with subpoena to First Horizon Bank	.50
09-30-21	Review letter containing disc of banking records from First Horizon Bank, forward to client	.50
10-20-21	Review email from Maribel re: jury trials the week of 11-15-21	.50
10-28-21	Emailed letter to Attys. Talley and Johnston re: request for additional discovery, exchange of emails with client	1.50
11-01-21	Exchange of emails with client re: meeting, review of correspondence from Atty. Johnston	.50
11-02-21	Exchange of emails with client re: bank records	.50
11-08-21	Preparation of Order for Continuance for Judge Cole's signature, email to opposing counsel, preparation of Fourth Request for Production and letter to opposing counsel	1.50
11-10-21	E-filed Order for Continuance, exchange of emails with client re: damages evidence	.75
01-03-22	Emailed letter to Attys. Talley and Johnston re: Fourth Request for Production of Documents due 12-8-21	.50
01-19-22	Preparation of Plaintiff's Motion to Compel discovery	1.00
01-20-22	E-filed Plaintiff's Motion to Compel Discovery	.50
01-25-22	Exchange of emails with Maribel re: jury trials week of 1-31-22, email to client with Motion to Compel, email from Judge Kelly re: possible conflict	1.00
03-14-22	Exchange of emails with Maribel re: Motion to Compel	.50
06-01-22	Review email from Maribel re: scheduling of Motion to Compel scheduled for 7-1-22	.25
06-07-22	Emailed letter to client re: Motion to Compel	.25
06-23-22	Email from Maribel re: jury trials the week of 7-18	.25
06-29-22	Review letter from Atty. Johnston re: bank records	.25
06-30-22	Preparation of Plaintiff's Memorandum in Support of Motion to Compel Discovery, e-filing of same, forwarding of Memo and Exhibits to client	2.50
07-01-22	Motion to Compel hearing, office conference with client	2.50
07-05-22	Preparation of Consent Order for Continuance and Order Granting Plaintiff's Motion to Compel	2.50
07-07-22	Emailed above docs. to Attys. Talley and Johnston and client	.50
07-08-22	Exchange of emails with Atty. Johnston's office re: Saleh deposition	.50
07-11-22	E-filed Consent Order for Continuance, exchange of emails with Atty. Johnston's office re: Saleh deposition. email to client	.75

07-14-22	Preparation of Notice of Deposition re: Saleh scheduled 8-24-22, telephone conversation and email to court reporter	.75
07-18-22	Review Saleh Third Request to Produce	.50
08-10-22	Preparation of Subpoena Duces Tecum re: Saleh deposition, preparation of list of documents to be produced at deposition, hand-delivered letter to Atty. Johnston, email to client and Atty. Talley, email from client re: Saleh subpoena	2.00
08-16-22	Email to client with court reporter bill	.25
08-22-22	Review letter from Atty. Johnston re: discovery due	.25
08-24-22	Preparation for and attendance at deposition of Saleh	3.50
09-07-22	Hand-delivered letter to Atty. Johnston re: copies of Plaintiff's tax returns, copy to client	1.00
09-14-22	Email to client re: discovery	.25
10-04-22	Email to client re: court reporter's bill for Saleh deposition	.25
10-15-22	Email from Clerk re: jury trials for week of 11-14	.25
10-19-22	Exchange of emails with opposing counsel re: continuance	.50
12-19-22	Email from Clerk re: non-jury roster for 1-18	.25
01-06-23	Exchange of emails with Maribel re: hearing on 1-18	.25
01-12-23	Revised Plaintiff's Affidavit, email to client, e-filed	1.00
01-16-23	Hand-delivered letter to Judge Hayes requesting a day certain trial	1.00
02-06-23	Exchange of emails with Judge Hayes' clerk re: day certain	.50
02-13-23	Email to Judge Hayes' clerk re: day certain trial	.25
04-19-23	Exchange of emails among Maribel, opposing counsel and client re: day certain dates	.50
06-08-23	Exchange of emails with Maribel re: length of trial	.25
07-11-23	Review jury list for upcoming trial scheduled 7-17	1.50
07-13-23	Preparation of Plaintiff's Pretrial Brief, and hand-delivered to Judge Cole, research re and preparation of Requests to Charge	3.00
07-14-23	Meeting with clients, trial preparation	4.00
07-15-23	Trial preparation	4.00
07-16-23	Trial preparation	3.00
08-01-23	Exchange of emails with client, opposing counsel and Maribel re: day certain	.50
09-12-23	Preparation of Plaintiff's Pretrial Brief for trial scheduled 9-19 and Plaintiff's Voir Dire Requests, emailed and hand-delivered to Judge Hayes, exchange of emails with Judge Hayes and opposing counsel re: pretrial conference	1.50
09-13-23	Web-Ex conference with Judge Hayes	.75


09-14-23	Exchange of emails with Judge Hayes, opposing counsel and client re: non-jury trial, telephone conversation with client	.75
09-16-23	Trial preparation	2.00
09-17-23	Trial preparation	2.00
09-19-23	Trial	5.00
09-20-23	Trial	6.00
09-21-23	Trial	6.00
09-25-23	Exchange of emails with opposing counsel re: Interlocutory Order on causes of action dismissed	.75
10-03-23	Exchange of emails with Judge Hayes and opposing counsel re: conference with the judge	.50
10-10-23	Web-Ex conference with Judge Hayes	1.00
10-22-23	Exchange of emails with opposing counsel and court re: settlement	.50
11-29-23	Review email from Judge Hayes to all attorneys of record	.75
11-30-23	Telephone conferences with client and Atty. David Wilson	1.50
12-04-23	Preparation and hand-delivery of letter to Judge Hayes, copy emailed to opposing counsel	1.50
05-04-24	Preparation of Plaintiff's Brief	1.50
05-05-24	Preparation of Plaintiff's Brief	2.50
05-06-24	Drafting of Plaintiff's Brief	3.50
05-07-24	Revisions to Plaintiff's Brief	.50
05-08-24	Revisions to Plaintiff's Brief	.50
05-09-24	Revisions to Plaintiff's Brief	.50
05-16-24	Revisions to Plaintiff's Brief, e-filing of Brief, hand-delivery to Judge Hayes	1.50
05-20-24	Preparation for and attendance at hearing	<u>2.00</u>
	<b>TOTAL HOURS:</b>	<b>*196.25</b>

**\*196.25 HOURS @ \$400.00 PER HOUR = \$ 78,500.00**

**COSTS**

10-12-18	Spartanburg County - e-filing fee – Summons & Complaint	\$ 180.32
10-12-18	Absolute Results, LLC – service fees – Summons, Complaint and Lis Pendens	100.00
10-15-18	Absolute Results, LLC – service fee – subpoena on Peake Construction Co., Inc.	
06-10-19	Absolute Results, LLC – service fee – subpoena On Peake Construction Co., Inc.	85.00

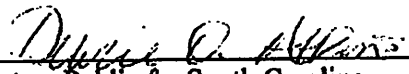
09-25-19	Spartanburg County – e-filing fee – Consent Scheduling Order	31.74
10-31-19	Spartanburg County – e-filing fee - Motion for Summary Judgment	31.74
11-08-19	Spartanburg County – e-filing fee – Order for Continuance	31.74
07-08-21	Certified letter to Peake Construction Co., Inc. – subpoena	6.96
01-20-22	Spartanburg County – e-filing fee – Motion to Compel	31.74
07-06-22	Spartanburg County – e-filing fee – Consent Order For Continuance	<u>31.74</u>
<b>TOTAL:</b>		<b>\$ 530.98</b>
<b>TOTAL FEES &amp; COSTS:</b>		<b>\$ 79,030.98</b>


---

**GARY L. COMPTON**  
 Attorney for Plaintiff

SWORN to before me this  
 12<sup>th</sup> day of December, 2024.


---

 Notary Public for South Carolina  
 My Commission Expires: 1-21-2031

**RECEIVED**

**Jul 02 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM SPARTANBURG COUNTY  
COURT OF COMMON PLEAS  
Case No. 2018-CP-42-03579

J. Mark Hayes, II, Circuit Court Judge

---

APPELLATE CASE NO.: 2025-000020

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Charna Henson, as Trustee of the Lewis C. Mason Revocable Trust  
Dated September 6, 2001, as Amended and Restated June 19, 2008,  
d/b/a L.C. Mason Enterprises..... Appellant,

v.

Nabil E. Saleh, Amanda Shadon Miller and Sparkle City Motors..... Respondents.

---

**CERTIFICATE OF SERVICE**

---

I, David A. Wilson, hereby certify that on July 2, 2025, I served a copy of the  
Motion to Hold Appeal in Abeyance and Motion to Remand to Trial Court to Issue Order  
Awarding Attorney's Fees and Costs to Plaintiff/Appellant by email only, addressed as follows:

Gary L. Compton  
296 S. Daniel Morgan Ave.  
Spartanburg, SC 29306  
[garv@garylcompton.com](mailto:garv@garylcompton.com)  
Attorney for Appellant

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Attorney for Respondents Amanda Shadon Miller and Sparkle City Motors

Andrew J. Johnston  
P. O. Box 3252  
Spartanburg, SC 29304  
[ajohnston@spartanburglegal.com](mailto:ajohnston@spartanburglegal.com)  
Attorney for Respondent Nabil E. Saleh

July 2, 2025

/s/ David A. Wilson  
David A. Wilson (SC Bar #65273)  
Wilson & Englehardt, LLC  
200 Whitsett Street, Suite 100-B  
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ATTORNEY FOR APPELLANT