RECEIVED
Aug 11 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM OCONEE COUNTY
PlanetONE Packaging, LLC, Respondent,
V.
American Pharma Machinery, LLC, and Dorothy Piercea/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a QueenDorothy Amolo, Defendants,

Of whom Dorothy Pierce a/k/a Dorothy Wells a/k/aDorothy Aleweny a/k/a Queen Dorothy Amolo is the Appellant.

Case No. 2023-CP-37-00232
Appellate Case No. 2025-00049

AFFIDAVIT OF QUEEN DOROTHY AMOLO PIERCE IN SUPPORT OF PETITION FOR WRIT OF SUPERSEDEAS AND REQUEST FOR EXPEDITED CONSIDERATION

PERSONALLY APPEARED BEFORE ME, the undersigned, Queen Dorothy Amolo Pierce, who, being duly sworn, deposes and states as follows:

1. I am the Appellant in this matter, and I am submitting this affidavit in support of my request for a stay of execution without bond pending appeal. I am a mother of five children, ages eight months, thirty-four months, fourteen years, seventeen years, and eighteen years. All of them depend on me for their daily care and financial support. My husband is currently unemployed and relies on me entirely for our family's income.
2. This case arose from a single commercial transaction between my company, American Pharma Machinery, LLC ("APM"), and the Respondent, PlanetONE Packaging, LLC ("PlanetONE"). On or about December 2022, PlanetONE contracted with APM to purchase an automatic capsule counting machine for $22,788. The transaction was exclusively between the two companies. The invoice was issued by APM, and payment was made directly into APM's corporate bank account.
3. At no time did I, in my personal capacity, agree to be personally liable for this transaction. All of my actions in connection with the sale were performed solely in my role as a representative of APM. Despite this, the trial court entered a default judgment against me personally in the amount of $262,130.33.
4. After PlanetONE paid APM, there was an unexpected delay in the final delivery of the machine. The delay occurred because Bank of America withheld the payment for nearly a

month, preventing the Chinese manufacturer from being paid promptly. This delay was outside of my control.

5. Acting in good faith, I made repeated efforts to resolve the situation. On January 31, 2023, I offered to provide a temporary replacement machine at no cost. On February 10, 2023, I escalated my offer and proposed sending a permanent replacement machine at APM's expense, explicitly stating in writing, "We shall send this at no cost to you. Everything is on us." PlanetONE rejected these offers and instead demanded a refund.
6. Respondent eventually filed suit. While I was in Uganda attending the funeral of a close friend, I mailed my Motion to Dismiss to the court. However, as a *pro se* litigant in South Carolina, I was denied access to the electronic filing system that was available to Plaintiff's counsel. This forced me to rely on international mail from Uganda, which caused my filing to arrive late. The Plaintiff, meanwhile, was able to file motions electronically with ease. This unequal treatment directly caused the default against me.
7. A damages hearing was set for January 29, 2025. On January 22, 2025, I emailed Plaintiff's counsel requesting copies of any documents they intended to use at the hearing. My request was ignored.
8. At the subsequent damages hearing, I was served with an 11-page memorandum and eight new exhibits for the first time while I was seated before the judge. When I objected to this ambush, the trial court overruled my objection, stating incorrectly, **"You're in default; you're not entitled to it."** (Tr. p. 20).
9. At the hearing, the Respondent's own witness, Karen Davidson, testified under oath that she was only seeking the return of the $22,788 purchase price plus legal fees. When I asked her to confirm this, she stated "Right." This was the only sworn evidence of damages presented in court.
10. Despite this testimony, the trial court entered a judgment on March 24, 2025, awarding $262,130.33. The amount included $224,364 in trebled damages based on counsel's unsworn and unproven claims, claims that were introduced for the first time at the hearing and were not part of the pleadings.
11. Judge McIntosh's bias in this matter has materially destroyed any semblance of fairness in the proceedings. The presiding judge, the Honorable R. Lawton McIntosh, openly acknowledged during trial a personal relationship with the father of the Respondent's lead counsel, Christopher Major, going so far as to ask counsel in an open court whether he was "the son of Mr. Major," to which counsel replied, "Yes." From the very outset, Judge McIntosh's actions have signaled clear and consistent favoritism toward the Respondent. In multiple hearings, he has shouted at me, ordered me to "shut up" while I was speaking, and repeatedly cut me off, depriving me of the opportunity to fully present my case. He has issued orders without affording me any chance to review or respond to

their contents, and on at least one occasion, he was forced to rescind his own order, admitting that it had been "signed improvidently."

12. **12.** Immediately before the damages hearing in this case, during an unrelated matter in which I was representing myself in a legal malpractice action against attorney Gruber Sire (the *Sires* case), Judge McIntosh subjected me to approximately fifteen minutes of shouting in open court, berating and humiliating me in front of everyone present. That matter involved a motion to compel discovery responses from the defendants, who had indisputably failed to serve documents as required and who admitted in court that the documents they purported to have mailed to me were never delivered, but instead had been returned to the defendant in that case. Rather than address this clear discovery misconduct, Judge McIntosh directed his anger at me personally. The experience caused such extreme mental anguish that, in that moment, I even had thoughts of ending my life. Despite being visibly shaken and humiliated, I was forced to remain in the courtroom, awaiting the start of my trial in the present matter. This incident not only inflicted severe psychological harm, but also cemented my belief that I could not receive a fair or impartial hearing before Judge McIntosh.

13. At the damages hearing, Judge McIntosh verbally stated on the record that I had "five days" to request a cross-examination of the Respondent's attorney regarding claimed legal fees. Compliance with this deadline was impossible. At the time he imposed it, I had not received any fee affidavits. The Respondents had not even prepared them, yet my five-day period was deemed to have started. The Respondents later prepared their affidavit, but I did not receive it until February 13th, by slow mail—well after the verbal deadline had passed.

14. The written Form 4 order, mailed to me and received several days later, also contained a five-day deadline to request cross-examination. As a pro se litigant without access to electronic service, I could not have met this deadline by the time the order reached me. This sequence of events was effectively a procedural trap, designed to deprive me of the ability to challenge the Respondent's claimed $37,000 in attorney's fees—fees that were unsupported, excessive, and grossly disproportionate to the nature of the case, which was a default matter involving only three court appearances.

15. The court's award violated Rule 54(c), SCRCP, which prohibits granting relief that differs in kind or exceeds in amount from what was demanded in the pleadings. The original complaint's "WHEREFORE" clause demanded $22,788 in actual damages, plus potential treble damages and attorney's fees. It did not include the inflated categories of damages later introduced.

16. The Respondent has now engaged in further abusive litigation tactics to enforce this unjust judgment. On August 6, 2025, Respondent filed a separate lawsuit in Oconee County (Case No. 2025-LP-37-00107) alleging "fraudulent transfer" and recorded a lis

pendens against real property that I had legitimately executed and transferred before the judgment was issued.

17. I no longer own the property. The new lawsuit is not about real estate, it is an attempt to undo a legitimate sale for the sole purpose of seizing the property to satisfy the judgment.
18. Under South Carolina law, S.C. Code Ann. § 15-11-10, a lis pendens is only appropriate when the underlying lawsuit affects the title to or possession of real property. The original case against me is a commercial dispute over a machine. It has nothing to do with ownership of land. Filing the lis pendens in these circumstances is improper and constitutes a bad-faith attempt to harass me and create improper leverage.
19. These actions are causing me enormous additional financial strain at a time when I am already struggling to support my family of five children, all of whom rely on me as their sole source of income.
20. If a stay pending appeal is not granted immediately, Respondent will continue to pursue execution, initiate further litigation, and attempt to seize and sell property, making it impossible for me to recover if I succeed on appeal.
21. Posting a supersedeas bond in excess of $285,000 is financially impossible for me. Requiring such a bond would effectively deny my right to appellate review. The judgment is already secured by an enrolled lien, which fully protects Respondent's interests during appeal.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

DATED this 11th day of August, 2025.

Queen Dorothy Pierce

Queen Dorothy Amolo Pierce

NOTARY ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Broward

Subscribed and sworn to before me this 11th day of August 2025, by **Queen Dorothy Amolo Pierce.**

Notary Public for Florida

David Merkatz

David Merkatz

NOTARY PUBLIC

STATE OF FLORIDA

Appt. No. HH 367674

Expires February 28, 2027

Online Notary Center

My Commission Expires: 02/28/2027

Notarial Act performed by Audio-Video Communication.