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SC Court of Appeals

ELECTRONICALLY FILED - 2025 Jul 14 10:08 AM - GREENVILLE - COMMON PLEAS - CASE#2024CP2306027

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
)
 Josh Hawkins,)
)
 Plaintiff,)
)
 vs.)
)
 American Airlines Inc., and Expedia,)
)
 Defendants.)
 _____)

IN THE MAGISTRATE'S COURT

Case No. 2023-CP-23-06027

**ORDER AFFIRMING
MAGISTRATE DECISION
AS TO EXPEDIA**

This is an appeal from a Magistrate’s Court decision. I heard arguments in this case May 28, 2025. I affirm the Magistrate’s dismissal of claims against Expedia.

BACKGROUND

Hawkins took a trip to New Zealand in 2019. He used Expedia’s website to purchase his airline tickets. Expedia played no other role in the events giving rise to the subsequent lawsuits.

Hawkins sued American Airlines, Expedia, Qantas Airlines and Travel Guard Insurance in 2020 in Greenville County Common Pleas Court after returning from New Zealand. He sued for negligence and recklessness, Unfair Trade Practices, and breach of contract accompanied by a fraudulent act. Qantas and Travel Guard settled. American and Expedia filed motions to dismiss. Expedia moved to dismiss because of its arbitration agreement as well as on the merits. Judge Gravely heard the motions.

Judge Gravely dismissed the case against American under Rule 12(b)(6), SCRCPP, on the merits. This was later affirmed by the South Carolina Court of Appeals.

He dismissed the case against Expedia without reaching the merits because there was a binding arbitration agreement. Because the arbitration agreement exempted “small claims court”

suits from arbitration, Judge Gravely ruled that in South Carolina, this meant Magistrate Court claims.

Hawkins appealed Gravely's decision. Shortly after filing the notice of appeal, he filed this suit in Magistrate's Court before Magistrate Jonathan Anders. At that point, Hawkins had two lawsuits against identical defendants both arising out the same fact pattern.

The Magistrate delayed acting on the case until the Court of Appeals decided the appeal.

On April 17, 2024, the Court of Appeals affirmed Judge Gravely's decision. On September 16, 2024, Magistrate Anders dismissed this case against both American and Expedia. He noted, "The Plaintiff's complaint before this court contains duplicative causes of action (other than Abuse of Process), all of which are based on the same underlying events as the case dismissed by Judge Gravely." (Order of Magistrate Anders, September 16, 2024, @ p.2.)

He ruled the Abuse of Process claim was invalid. (Hawkins claimed the defendants "forced' him to sue them.)

As to the other claims Hawkins filed, Magistrate Anders noted they had been dismissed by Judge Gravely and this decision was affirmed on appeal.

ORDER AFFIRMING MAGISTRATE

Judge Gravely's order did not find Expedia was not liable to Hawkins, however, in his companion decision in favor of co-defendant American Airlines, he dismissed all of Hawkins' claims under Rule 12(b)(6), SCRPC.

Any duty Expedia owed Hawkins was derivative. That is, Expedia's only interaction with Hawkins was to sell him airline tickets. All of Hawkins' misfortunes on his travels were beyond Expedia's control. Expedia cannot be liable to Hawkins if American Airlines is not. All of the

claims Hawkins asserted against American were without merit. He cannot proceed with those meritless claims against Expedia.

I also find that this lawsuit, which Hawkins filed while the first suit was pending, is barred by *res judicata* as Magistrate Anders ruled. *See, Plum Creek Development Co., Inc. v. City of Conway*, 328 S.C. 347, 491 S.E.2d 692, 694 (Ct. App. 1997) affirmed as modified 334 S.C. 30, 512 SE.2d 106 (1999).

SO ORDERED.

R. Kirk Griffin
Presiding Judge, Thirteenth Judicial Circuit

Sumter, SC

Date: _____



Greenville Common Pleas

Case Caption: Josh Hawkins vs. American Airlines Inc , defendant, et al

Case Number: 2024CP2306027

Type: Order/Other

So Ordered

s/ R. Kirk Griffin 2768