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**Oct 16 2025**

**SC Court of Appeals**

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October 16, 2025

-via electronic mail to: [ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)  
South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

Re: Hawkins v. Delta Air Lines, Inc. / 2025-001494

To whom it may concern:

Please see the attached transcript received by our office today.

Should you have any questions, concerns, or need anything further, please do not hesitate to contact our office.

Sincerely,

Candie Edwards  
Senior Paralegal

Enclosures

STATE OF SOUTH CAROLINA

DOCKET NUMBER  
2024-CP-23-07485

COMMON PLEAS

COUNTY OF GREENVILLE

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JOSHUA HAWKINS,	)
	)
Plaintiff,	)
	)
vs.	)
	)
	)
DELTA AIR LINES, INC.,	)
	)
Defendant.	)
	)

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April 24, 2025

MOTION HEARING

B E F O R E:

The Honorable Jessica Ann Salvini, Presiding Judge.

C O U R T:

South Carolina Circuit Court 13

T R A N S C R I B E D B Y:

Barbie Teboe, Transcriber

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P R O C E E D I N G S

(Whereupon, the following proceedings started at 1:10:10.)

THE COURT: Joshua Hawkins versus Delta Airlines, Inc.,  
2024-CP-23-07485. This is an appeal. (Bad audio.)

(Pause.)

THE COURT: It looks like, based on my notes, there was a  
dismissal entered by the magistrate court on December 3rd,  
last year.

(Pause.)

THE COURT: Tell me what the status is, then we'll  
(indiscernible). Have you-all worked this out?

MR. HAWKINS: We have not, Your Honor. And I was  
assuming, because he had filed a Motion to Dismiss, that --  
but I'm happy to I'm happy to go. I don't mind at all.

MR. PETERS: Well --

THE COURT: (Bad audio) want to be heard on Motion to  
Dismiss?

MR. PETERS: Yes, Your Honor. And to --

MR. HAWKINS: I guess, technically, if it's like motions,  
then the appeal would be heard first, because it was first  
filed, I guess. So I guess that does make sense. But I  
don't -- I'll do it however the Court wants.

THE COURT: I mean, I don't -- however you-all want to do  
it. But if he's -- he'd already (indiscernible), he can hear  
it.

1 MR. HAWKINS: Sure.

2 MR. PETERS: Sure. Your Honor, may it please the Court.  
3 Brian Peters for Delta Airlines.

4 This case is very simple, Your Honor. And to clarify,  
5 we're not -- the Court does have subject matter jurisdiction  
6 to hear appeals from the magistrate court.

7 To more accurately state the Motion, it's a Motion to  
8 Dismiss, because this Court does not have appellate  
9 jurisdiction in this case, because Mr. Hawkins did not file  
10 his appeal with the magistrate court within the 30 days of the  
11 written judgment. And he admits that in his pleadings, that  
12 he -- that the Notice of Appeal did not arrive at the  
13 magistrate court within the 30 days.

14 So if the appeal is untimely, then this Court doesn't  
15 have jurisdiction. If there's no jurisdiction, then this  
16 Court's actions have no effect, and this Court must dismiss  
17 the appeal.

18 So under Rule 74 of the Rules of Civil Procedure, the  
19 procedure on appeal adopts the time limits of the magistrate  
20 court or of just whatever appellate procedure there is.

21 Rule 18 of the South Carolina Magistrate Court Rules says  
22 that "Within 30 days after delivery of written notice of  
23 judgment to the parties or their attorneys, a party wishing to  
24 appeal shall serve on the respondent and file a Notice of  
25 Appeal containing a Statement of the Grounds for the appeal

1 with the magistrate rendering the judgment and with the  
2 circuit court of the county where the judgment was rendered."

3 So Mr. Hawkins admits that he did file within this  
4 circuit court timely. He served our office timely. However,  
5 he says in his Memorandum in Opposition that he mailed his  
6 Notice of Appeal to the magistrate court within the 30 days.  
7 However, it did not -- it was not delivered until three days  
8 after. And under South Carolina, in order to file something  
9 with the Court, it must be given to the appropriate officer --  
10 it must be delivered.

11 So we've cited the *Gary* case in our brief that stands for  
12 the proposition that filing -- it's not the date of mailing,  
13 but it's the date of delivery to the proper officer.

14 And I have a copy of that case, if Your Honor would like  
15 a copy.

16 THE COURT: Sure.

17 MR. PETERS: And I have a copy for opposing counsel as  
18 well.

19 (Pause.)

20 THE COURT: You-all, did the magistrate do a return?

21 MR. PETERS: No, Your Honor.

22 MR. HAWKINS: No, Your Honor. (Indiscernible). That's  
23 requirement. (Bad audio.)

24 MR. PETERS: I disagree with that. I -- this -- the  
25 effect of this untimely appeal is that this Court must dismiss

1 it. It must -- it cannot remand it to the magistrate court.  
2 The magistrate court's order is final.

3 THE COURT: How is it that if I look at -- if I look  
4 online, it says the magistrate did do a Return dated February  
5 6th, of 2025.

6 Does anybody have a copy of that for me?

7 MR. HAWKINS: I have never seen a Return.

8 MR. PETERS: I have not seen that either, Your Honor.

9 (The Court and clerk confer.)

10 MR. HAWKINS: Well, Your Honor, I can add some clarity --

11 THE COURT: I'm not going to have you do that now, but I  
12 may take it on our advisement. So I need to look at it,  
13 because the way it works --

14 I mean, you know, Mr. Hawkins, the magistrate gets to  
15 weigh in on this. I get to see what the magistrate has to  
16 say.

17 MR. HAWKINS: All right. So that never happened.

18 And just to add clarity to it, they also never sent any  
19 Notice of the Judgment. They never mailed anything out. They  
20 never physically delivered anything. So the clock still  
21 hadn't started running for the appeal. That's the other  
22 thing.

23 MR. PETERS: Well, Your Honor, in his -- in Mr. Hawkins'  
24 briefings to the Court, he admits that he received Notice of  
25 the Judgment on December 4th, which made his deadline to file

1 his Notice of Appeal, January 3rd. Yet the filing of the  
2 Notice of Appeal with the magistrate did not -- it was not  
3 delivered until January 6th. So that is past the 30 days, and  
4 therefore this Court -- even if a return was filed by the  
5 magistrate, this Court is without appellate jurisdiction to  
6 hear the appeal because it's untimely.

7       And a similar case where that has happened is in *In Re*  
8 *Estate of Kretzmeier V. Block*. In this case, it was an appeal  
9 from the probate court, and it was mailed on the day after the  
10 judgment was rendered. However, it was not -- there was no  
11 notification that it was ever delivered to the circuit court.  
12 And therefore, the circuit court found that it did not have  
13 appellate jurisdiction and dismissed the matter because it was  
14 untimely, despite -- the date that the appellant put it in the  
15 mailbox was within the 30 days, because it arrived after it --  
16 well it -- there was no notice that it ever arrived. Because  
17 it was outside of that 30-day window, the Court did not have  
18 appellate jurisdiction.

19       And I have a copy of that case, if Your Honor would like  
20 it, as well.

21       THE COURT: Okay.

22       (Pause.)

23       THE COURT: Mr. Hawkins, tell me why you think that the  
24 clock's not running. Because he's not wrong about this. I  
25 mean, it's a pretty hard and fast rule.

1 MR. HAWKINS: Sure, Your Honor.

2 I'm -- it's actually mathematically impossible for the  
3 appeal not to be timely by any calculation. And I'll tell you  
4 why.

5 He's relying on some cases that have to do with  
6 situations where the Court hearing the appeal did not have the  
7 appeal timely filed within it. There's no dispute by anybody  
8 that this Court -- which is the appellate court for what we're  
9 talking about -- received timely notice in the filing of the  
10 appeal. That's not disputed. His argument is that Rule 18  
11 says you have to also get a copy to the magistrate court, that  
12 that wasn't received in time. And his whole argument is that  
13 it doesn't matter -- it can't be filed when mailed. That's  
14 his argument. It has to be physically in their hands.

15 All right. But if we look at the Magistrate Court Rule  
16 Number 8, it tells you how to do a filing, "Delivery following  
17 of pleadings and other papers." Here's how you make a filing:  
18 Delivery of mail; it's complete upon a mailing.

19 I can hand up the copies, if the Court would like, of the  
20 Rule.

21 THE COURT: Yeah. Let me see it. I'm sorry. I'm trying  
22 to take a look --

23 MR. HAWKINS: I -- if we're going to play by his rules --  
24 which are not the rules that govern, and we're going to say  
25 you have to have something physically in the other person's

1 hand, then that means when it says, the clock starts running  
2 on me, when the magistrate court has delivered me a copy, that  
3 never started running -- if we're playing by his rules and  
4 we're throwing out the Appellate Procedure Rules and all this  
5 other stuff.

6       The earliest possible date it could have been delivered  
7 to my office -- because he emailed them. He wanted a proposed  
8 order or something. So after they dismissed the case on the  
9 3rd, he emails them a proposed order on the 4th. And the  
10 judge signed it. If they put it in the mail that day, it  
11 couldn't have gotten to my office before the 5th. And if it  
12 got to my office -- which it -- again, I want to remind the  
13 Court, it never got there. The clock still ain't running. If  
14 it had gotten to my office on the 5th, then the clock would  
15 start running on the 6th, which would made the 30th day,  
16 January 4th, which is a Saturday, which means the last day to  
17 file it is the 6th. And we all agree, we got it on 6th.  
18 We've got a proof of that. I can get in that up to the Court.

19       (Pause.)

20       But even if you take -- by the way, Your Honor, this is  
21 if you don't apply Rule 6(a) and have five days in the mail.

22       THE COURT: I understand.

23       MR. HAWKINS: By any possible calculation, no matter how  
24 much sweat you took to prepare it, and trying to figure out a  
25 way to not be timely, it's as timely as it gets.

1           Now, if we don't go by this Rule that he's trying to get  
2 the Court to go by -- which, it's timely under that, too -- if  
3 we go by the Rules of Appellate Procedure, which apply to  
4 whether we're talking about the Supreme Court, Court of  
5 Appeals, or in this case, this Court, Rule 262 -- and we know  
6 this because we do a lot of work in the Court of Appeals and  
7 the Supreme Court -- this postmarked on the last day is  
8 timely. They tell you -- we've got emails to that. We do it  
9 all the time in the Court of Appeals.

10           But scrap that anecdotal information, the Rules of  
11 appellate Procedure 262(a)(2) tells you exactly how to  
12 effectuate a filing. Put it in the U.S. Mail. And the date  
13 of mailing is a date of filing. It says that verbatim, black  
14 and white.

15           So it's a creative argument to say that because they went  
16 in -- or the Court went in and administratively did something  
17 on the computer. Yes, I did it within 30 days of that date in  
18 an abundance of caution. But if we're going to apply the  
19 Rules the way he wants to, then one, the clock still hasn't  
20 run. And if we're going to apply the Rules the way they're  
21 written in the statutes and Civil Procedural Rules and  
22 National Court Rules, then it was filed with, I don't know, a  
23 week to spare, by any calculation of the Rules. There's no  
24 way to get to a result that the appeal is untimely. It's  
25 simply impossible.

1 THE COURT: All right. Kim, I'm going to need to see the  
2 magistrate's return. I'm sorry.

3 MR. PETERS: May I briefly respond, Your Honor?  
4 The Yes.

5 MR. PETERS: So Rule 8 of the Magistrate's Court Rule  
6 does not talk about delivery to the Court. It doesn't talk  
7 about putting -- it talks about service of process or service  
8 of a document to another person. It doesn't talk about how  
9 something is filed with the magistrate court itself. And  
10 that's in the -- or, I mean, it doesn't state here in Rule 8b  
11 of the Magistrates Court Rules that delivery upon mailing  
12 equals filing. It only talks about delivery as in terms of  
13 service.

14 In -- so what applies, what the Magistrates Court's Rules  
15 do when there is no direct rule, is that it incorporates --  
16 under Rule 2 of the Magistrates Court's Rule -- it  
17 incorporates what is proper in circuit court, which is the  
18 Rules of Civil Procedure. Rule 5(e) of the Rules of Civil  
19 Procedure state, "That the filing of pleadings and other  
20 papers with the Court, as required by these Rules, shall be  
21 made by filing them with the clerk of court, except that the  
22 judge may permit the papers to be filed with him." So it must  
23 be filed with the Court or the judge.

24 And as far as the Rule for the Circuit Court of Appeals,  
25 that does not apply here. Even in the *Gary v. State* case that

1 talks about whether a mailing constitutes filing, they do when  
2 they cite that general rule: "It is clear under South  
3 Carolina law that mailing does not constitute filing when a  
4 statute requires the filing of a paper or document. It is  
5 filed when delivered to and received by the proper officer."

6 Footnote 1, right after that citation, it does  
7 specifically -- it refers to the old Appellate Court Rule,  
8 which is now -- it has here in Footnote 1, Rule 233(a)(2).  
9 However, now that Rule is 262(a)(2), which is first-class mail  
10 and not certified mail, as Mr. Hawkins did in this case.

11 But regardless, we are in the circuit court, and we  
12 follow the circuit court's rules. And because he had notice  
13 of the judgment, where there was an oral judgment at the  
14 December 3rd hearing, and then the Court signed the -- he  
15 got -- the Court advised both of us by email that it signed  
16 the proposed order on December 4th. And he -- and Mr. Hawkins  
17 replied to the email saying he objected to the Proposed Formal  
18 Order, which we were notified was signed. And he has set  
19 forth in his pleadings that he was -- he had notice of the  
20 judgment on December 4th. And so I think that controls here.  
21 And it's very simple, the magistrate court did not receive a  
22 notice of appeal within the 30 days by delivery to the clerk  
23 of court or the magistrate himself.

24 So because of that late filing and under the Supreme --  
25 the South Carolina Supreme Court's case *DeWitt*, which

1 specifically talked about magistrate court decisions and  
2 appeals, this Court doesn't have appellate jurisdiction to  
3 hear the appeal.

4 THE COURT: All right.

5 MR. PETERS: Thank you.

6 THE COURT: I might take it under advisement, gentlemen.  
7 And I'm going to hear the appeal, and I'm let you-all know.  
8 If I grant his Motion to Dismiss for lack of jurisdiction,  
9 then I will -- it'll render your appeal moot.

10 But I need to go pull the file. I want to see what the  
11 magistrate has to say when they got it, because they will say  
12 it in the Return.

13 MR. HAWKINS: Just -- let me just add one thing, Your  
14 Honor, (indiscernible).

15 THE COURT: Sure.

16 MR. HAWKINS: He's hanging his hat on the word  
17 "delivery." He -- that it -- that means physical in  
18 somebody's hands -- then he cannot get away from the fact that  
19 that was not delivered in my office to start the clock  
20 running. And even if it was, it could not have gotten to my  
21 office before the 5th. That means that by the 3rd, the last  
22 day to file it, which is the Monday after the weekend, is the  
23 6th. There's just -- he can't get away from that. It's  
24 mathematically impossible. I don't know why he's still making  
25 this argument.

1 THE COURT: Okay. That's all right. I'm going to take  
2 that part under advisement, because I gotta pull the physical  
3 file.

4 But let me hear you on your appeal.

5 MR. HAWKINS: Sure.

6 Substantively. So we've got -- and I don't think there  
7 was any contention about this -- he never sought a full  
8 dismissal of the lawsuit. I mean, he said that in magistrate  
9 court. And the magistrate court, sort of, implicitly  
10 acknowledged that in that order that he submitted for  
11 signature. What he wanted was a narrowing of the claims. He  
12 wanted to get rid of the fraud claim, he wanted to get rid of  
13 the DJ action.

14 There is, under the Montreal Convention, if you have  
15 damage to baggage occasion by delay, you have a claim for  
16 that. You can litigate that in small claims court. There's  
17 no dispute about that.

18 I set forth in a Complaint that was about 71 or so  
19 paragraphs long; I think, Paragraph 7 through, like, 41  
20 includes very specific factual details. There's more facts  
21 and specific details in the Causes of Action. If all that's  
22 assumed to be true, then I can recover, under the Montreal  
23 Convention, for the damage to my baggage by occasioned by  
24 delay. It's not disputed that it was delayed. I have alleged  
25 specific kinds of damage in the lawsuit.

1           And the magistrate seemed to -- I don't really know what  
2 his rationale was, because he seemed to acknowledge, yes, you  
3 have some claims, but I can't keep these claims and dismiss  
4 other claims. I can't sever them, and that would be unfair.  
5 And so this is proper for some court somewhere to hear, but I  
6 don't think it's proper for my court. And he says that. It  
7 is at the -- toward the end of this order, he says something  
8 like the surviving claim. You know, it -- I can't sever  
9 from without a prejudice or something like that. So I don't  
10 think there's any dispute that the Montreal Convention claims  
11 are there.

12           In addition to that -- this has to do with two  
13 international flights and a domestic flight. The domestic  
14 flight, you don't proceed under the Montreal Convention, but  
15 you do proceed under common law where there's a breach of  
16 Delta's terms in its contract. So I would allege that you  
17 very specifically breached your own terms in these ways. You  
18 said a delay was -- because it's undisputed, if they delay a  
19 flight by more than four hours, and it's not due to weather,  
20 they have to compensate you for lodging, food, hotel, all this  
21 stuff.

22           So it also says, in their terms, they have to take  
23 reasonable care. Obviously, what's reasonable is a jury  
24 question. Reasonable care of transporting you and your bags.  
25 Okay. I set forth evidence -- including observations of me

1 and everybody that was in the Delta Sky Lounge -- that other  
2 airlines -- airplanes are coming and going zipping. And it's  
3 a bluebird day outside. We can all see that it's not some  
4 sort of torrential downpour or any kind of weather issues.  
5 We -- I set forth very specific observational facts that, if  
6 assumed true, meaning this was not due to weather. They said  
7 it was due to weather. But that's not the contract term. The  
8 contract term is, "if it is due to weather." Now, they  
9 generally do say this because they don't -- you know, they  
10 want to get out of having to compensate people if they can.  
11 But if our Complaints taken as true, on a common law, we  
12 simply get by the Motion to Dismiss, plain and simple.

13 THE COURT: So what's the error by the magistrate?

14 MR. HAWKINS: I'm sorry?

15 THE COURT: What is the error that the magistrate made?

16 MR. HAWKINS: Well --

17 THE COURT: I'm letting you argue, but I'm gonna cut you  
18 off, you-all.

19 MR. HAWKINS: No, and I'm fine (indiscernible) --

20 THE COURT: And I'm gonna take it under advisement.

21 So what's the error that the magistrate made? Because  
22 that's what the appeal is about. What is the error of law?

23 MR. HAWKINS: It's actually -- I didn't want to -- I was  
24 going to tell you from the ones I remember, because there's so  
25 many -- there's, like, 200 and -- there's a volume of cases

1 that the magistrate ruled a contradiction of. Let me see the  
2 ones I can remember offhand, *Bayer versus Charleston County*,  
3 *Doe versus Greenville County*. There's -- in the very first  
4 part of my appeal, there's about four or five cases listed.  
5 And one of those -- *Hausen versus Ham* (phonetic), the *Oranado*  
6 *(phonetic)* case. They're coming to me as I'm talking.

7       If you can recover -- under any theory of liability -- if  
8 you set forth facts that allow you to recover under any theory  
9 of liability, the Motion to Dismiss has to be denied. That  
10 was, I mean, if this was a law school question, it would  
11 probably be multiple choice, and that first answer will be  
12 correct. A motion must be -- a motion to dismiss must be  
13 denied if what?

14       If you set forth facts that if a lack -- that assumed to  
15 be true, (indiscernible), you have to dismiss -- you have to  
16 deny the motion. That's not that's not even controversial.

17       Now, I will say this, if the magistrate or any court is  
18 going to consider some facts or some evidence outside of the  
19 pleadings, they're supposed to convert that to a summary  
20 judgment motion under Rule 56. He did consider other stuff --  
21 other evidence, and he didn't convert that to a summary  
22 judgment. So it was procedurally improper if he did that.  
23 Too, there's still a fact question, because if what I said is  
24 true and I put that in assigned pleading, then I recover. You  
25 know, we assume what I said is true. If what I said is true,

1 then they violated the Montreal Convention, they violated  
2 common law and caused -- and violated their own terms. And  
3 I'm entitled to recover for that.

4 THE COURT: All right. I'm not dealing with the merits  
5 of the case. So I'm dealing with -- from what I'm hearing  
6 from him is this: That the magistrate committed reversible  
7 error because the magistrate, Number 1, on a Motion to  
8 Dismiss, considered facts outside of the pleadings, therefore  
9 requiring the magistrate -- whoever it was, since I don't have  
10 a return -- to convert this to a Motion for Summary Judgment  
11 and misapplied the standard. That's the error of law that I  
12 think Mr. Hawkins is arguing.

13 So I'm happy to hear from you.

14 MR. PETERS: Sure. Thank you, Your Honor.

15 Magistrate Judge Hubbard made several rulings. First,  
16 the majority of the rulings have to do with whether the  
17 magistrate court had subject matter jurisdiction to hear Mr.  
18 Hawkins' claims.

19 THE COURT: Okay.

20 MR. PETERS: When a court considers its own subject  
21 matter jurisdiction, it may go outside of the pleadings. It  
22 did not need to do so here, because these are clear, black and  
23 white legal issues.

24 THE COURT: Okay.

25 MR. PETERS: And as much as the Court made Rule 12(b)(6)

1 rulings, which is the only rule under Rule -- or is the only  
2 motion to dismiss under Rule 12. So rule 12 --

3 THE COURT: This is -- you-all -- I don't mean to  
4 interrupt.

5 MR. PETERS: Yes.

6 THE COURT: This is why I need the return -- that -- I  
7 need to have the magistrate's return to tell me what the  
8 magistrate considered and what the -- I need the return.  
9 So --

10 MR. HAWKINS: We do, too, Judge.

11 MR. PETERS: Well, Your Honor -- and that's this is sort  
12 of what sparked the Motion to Dismiss the Appeal, because  
13 there was no return. And why was there no return?

14 THE COURT: There is a return.

15 MR. PETERS: Well, I mean --

16 THE COURT: There's a line. There's a return. I just  
17 can't see -- it won't let me open it.

18 MR. PETERS: Okay, so that's a -- news to, I'd say, both  
19 of us.

20 MR. HAWKINS: Yeah. He's (indiscernible). And that is  
21 correct. THE COURT: Thank you.

22 MR. PETERS: And likewise, what Mr. Hawkins put in his  
23 briefs -- I think he should be bound to -- but nevertheless,  
24 the Court is allowed to consider, under Rule 10(c) of --

25 THE COURT: Okay.

1 MR. PETERS: -- several procedure rules, anything that is  
2 part of the pleadings.

3 And so Mr. Hawkins quoted and referred and incorporated  
4 by reference the alleged contracts at issue -- which the Court  
5 did not make a Rule 12(b)(6), ruling as to those Breach of  
6 Contract Causes of Action, because they were dismissed under  
7 the Airline Deregulation Act and the Montreal Convention,  
8 because those two preempt the kind of Cause of Action that Mr.  
9 Hawkins stated in his Complaint.

10 So the only 12(b)(6) ruling that the magistrate made was  
11 finding that Mr. Hawkins could not bring the inconvenience  
12 damages under the Montreal Convention that he sought to bring  
13 for his mental pain and suffering caused by the alleged delay.  
14 And again, I'd want to clarify that we do not-- we do dispute  
15 that there might have been a delay. We're not admitting any  
16 facts at this point.

17 THE COURT: I'm not -- I'm just looking at --

18 MR. PETERS: Of course, the Court's --

19 THE COURT: -- whether or not the magistrate committed  
20 reversible error on the law.

21 MR. PETERS: No, Your Honor. No, Your Honor. And we've  
22 detailed what Mr. Hawkins might be referring to as external  
23 matters. I know, I, Your Honor, handed up to the magistrate  
24 court several cases, and a copy of the Montreal Convention,  
25 and those obviously may be considered by a magistrate court in

1 making legal rulings, because that's not evidence.

2 Mr. Hawkins refers to weather reports in his Pleadings  
3 and in his Complaint. And I don't believe that that was  
4 referenced, but if it was referenced, it wasn't because of the  
5 truth or the fact issue of whether there were weather reports,  
6 but whether those weather reports triggered the provisions of  
7 the contract that Mr. Hawkins is speaking about.

8 And it doesn't matter -- the central issue there was, it  
9 does not matter whether bad weather materialized. The issue  
10 is, was there threats of bad weather? Because that triggered  
11 the force majeure provisions under the contracts at issue. So  
12 if bad weather was --

13 THE COURT: But I'm not getting into that.

14 MR. PETERS: Yes. Of course, of course, Your Honor.

15 THE COURT: You-all, I'm not getting into that. I am not  
16 going to address the merits. I'm only going to address  
17 whether or not the magistrate committed an error. And you  
18 said "no." They'd properly ruled that the Court did not have  
19 subject matter jurisdiction, based on the law that Mr. Hawkins  
20 was trying to rely on. Is -- am I correct about that?

21 MR. PETERS: Yes, Your Honor.

22 And we did -- we did attach the contracts to our Motion  
23 to Dismiss, and that is allowed under South Carolina law  
24 because a plaintiff cannot get out of Rule 10(c) by quoting  
25 and referring to portions of a document but not attach it to

1 the complaint. And so the defendant is allowed to attach  
2 that.

3 But even so, the Court's rule 12(b)(6) rulings didn't  
4 even consider those outside materials. So it did not even --  
5 in those rulings, those materials did not matter. And so  
6 under Rule 12(b), that talks about converting a Rule 12(b)(6)  
7 Motion to a Motion for Summary Judgment, if the -- even if I  
8 had presented a big weather report or a video, if the  
9 magistrate court decides not to look at it, it does not  
10 need -- if it's not accepted by the Court, then it does not  
11 need to be converted to a Motion for Summary Judgment. So --

12 THE COURT: All right. This is what we're going to do,  
13 gentlemen. You need to see the Return. You need to see the  
14 Return. And I definitely need to see the Return. I can't  
15 make any ruling without it. The magistrate may agree in the  
16 Return that it was timely filed and that the magistrate  
17 received it and here was the reason that magistrate ruled the  
18 way the magistrate ruled.

19 The magistrate could say, nope, Mr. Hawkins failed to  
20 serve me timely, and I take the position that the Court  
21 doesn't have jurisdiction, but nevertheless, this is my  
22 response.

23 So this is what we're going to do. I'm going to leave  
24 the record open. I'm going to get the Return, which is  
25 waiting to be scanned. I'm sending it to you both. I'll have

1 my law clerk do it. I'll leave the record open for 10 days  
2 after you get it to give me anything else you want, and then  
3 I'll rule.

4 Sound good?

5 MR. PETERS: Thank you, Your Honor.

6 THE COURT: All right. Thank you-all.

7

8 (At 1:36 p.m., the hearing concluded.)

9

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11 **END OF TRANSCRIPT.**

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## CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Greenville

I, BARBIE TEBOE, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings and evidence introduced in the trial of the captioned case, in the Court of Common Pleas for Greenville County, South Carolina, on the 24th day of April, 2025.

I further certify that I am neither of kin, counsel, nor interest to any party hereto.

October 15, 2025



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Barbie Teboe,  
Transcriber

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

The Honorable Jessica A. Salvini, Circuit Court Judge

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Joshua Hawkins.....Appellant,

v.

Delta Airlines.....Respondent.

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Appeal No. 2025-001494

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**PROOF OF SERVICE**

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I certify that I have served a copy of the transcript, electronically to the Court of Appeals, at [ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org), and to the following attorneys of record for the Respondent to the following electronic addresses, on this date October 16, 2025:

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