

**RECEIVED**

**Jan 27 2026**

**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA**

**IN THE COURT OF APPEALS**

PlanetONE Packaging, LLC, ..... Respondent,

v.

American Pharma Machinery, LLC, and Dorothy Pierce a/k/a Dorothy Wells a/k/a  
Dorothy Aleweny a/k/a Queen Dorothy

Amolo ..... Defendants,

**OF WHOM** Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen  
Dorothy Amolo is

the .....

Appellant.

**APPEAL FROM OCONEE COUNTY Court of Common Pleas The Honorable  
R. Lawton McIntosh, Circuit Court Judge**

**Case No. 2023-CP-37-00232 Appellate Case No. 2025-000490**

**APPELLANT’S RETURN TO RESPONDENT’S RENEWED MOTION TO  
DISMISS**

**INTRODUCTION**

This appeal is properly before the Court from a final money judgment, and Respondent’s Renewed Motion to Dismiss fails at the threshold. It identifies no jurisdictional defect, no missed deadline, no defective filing, and no violation of any mandatory provision of the South Carolina Appellate Court Rules. Jurisdiction has already been exercised, the appeal has been perfected, and Respondent’s motion is an improper attempt to avoid merits review of a legally indefensible final judgment.

That final judgment imposed personal, joint-and-several liability on an individual for an LLC obligation without privity, guaranty, or veil-piercing findings; awarded damages that exceeded both the pleadings and the plaintiff’s sworn testimony; trebled damages under SCUTPA without proof or findings of willful or knowing conduct; and awarded attorney’s fees without an evidentiary record or a meaningful opportunity to be heard. These are not discretionary disputes or fact-bound quarrels. They are legal errors apparent on the face of the circuit court’s written orders and certified transcripts and are squarely within this Court’s review.

The errors challenged in this appeal are evident from the certified record and present pure questions of law requiring no fact-finding, credibility determinations, or reweighing of evidence. Specifically: (1) the absence of any veil-piercing findings, the imposition of personal, joint-and-several liability, the trebling of damages, and the award of attorney’s fees appear on the face of the circuit court’s March 24, 2025 Final

Judgment and the Form 4 Orders dated January 31, 2025 and February 26, 2025; (2) the lack of competent evidentiary support for damages—including the absence of admitted exhibits and the Plaintiff’s sworn limitation of damages to \$22,788—is established by the January 29, 2025 default-damages hearing transcript (Tr. 22–23); (3) the denial of a meaningful opportunity to be heard, including the failure to conduct a promised evidentiary hearing on damages and attorney’s fees, is reflected in the January 29, 2025 transcript and the written orders entered thereafter; and (4) the award of relief exceeding the pleadings in violation of Rule 54(c), SCRCP, is apparent from a comparison of the Complaint and Amended Complaint with the Final Judgment. *(See Transcripts for October, 30 2023 and January 29, 2025, Exhibit A and B)*

Respondent’s service objections originate entirely from its March 13, 2025 Motion to Dismiss and its April 3, 2025 Return to Appellant’s Motion to Amend. Those filings were expressly rendered moot by this Court’s May 30, 2025 Order after Appellant appealed from a final judgment. Respondent may not resurrect mooted service and interlocutory arguments that the Court has already extinguished.

By Order dated May 30, 2025, this Court expressly recognized final-order jurisdiction, consolidated the appeals, and confirmed its authority to review intermediate orders necessarily affecting the judgment pursuant to S.C. Code Ann. §§ 14-3-330(1) and 18-1-130. Under the law-of-the-case doctrine, Respondent may not relitigate interlocutory, timeliness, service, or jurisdictional theories that this Court has already resolved or rendered moot.

Unable to identify a jurisdictional defect, Respondent now cites Rules 207, 208, 209, 241, 262, 263, 266, and 269 in the abstract—without pointing to any missing filing, untimely submission, defective designation, or prejudice. The record shows the notice of Appeal and Amended Notice of Appeal plus an appeal of final order were all properly served upon respondent, transcript was timely ordered and received, Appellant’s Initial Brief and Designation were expressly accepted by court order, and all deadlines were set and governed by this Court. Disagreement with Appellant’s legal arguments is not a basis for dismissal; it is the purpose of appellate review.

Finally, Respondent’s attempt to brand this appeal as “frivolous” collapses under the record itself. Respondent’s own witness testified under oath that PlanetONE sought only the \$22,788 purchase price plus legal fees, yet the circuit court entered a judgment exceeding \$262,000. An appeal challenging a final judgment that exceeds both the pleadings and the plaintiff’s sworn damages position is not frivolous—it is precisely why appellate courts exist.

Because Respondent identifies no jurisdictional defect, no rule violation, and no lawful basis for dismissal, the Renewed Motion to Dismiss should be denied and this appeal should proceed to merits determination.

## PROCEDURAL BACKGROUND

1. On March 12, 2025, Appellant filed a Notice of Appeal from the January 31, 2025 and February 26, 2025 circuit court orders and simultaneously filed written proof of service reflecting service by electronic mail to Respondent's counsel at the email address used throughout the litigation, as well as service to Respondent's identified physical mailing address.
2. On March 13, 2025, the very next day, Respondent filed a Motion to Dismiss this appeal. Respondent's motion expressly references the Notice of Appeal, the specific orders appealed from, and Appellant's appellate filing, and seeks affirmative relief from this Court based on those filings. (*See Exhibit C – Respondent's Motion to Dismiss dated March 13, 2025*).
3. In addition to electronic and mailed service reflected in the filed proof of service, Appellant effected direct physical delivery and hand delivery of critical filings, including appellate notices and motions, to ensure receipt. Documentary evidence of direct delivery and hand delivery is attached.
4. Respondent's immediate filing on March 13, 2025, together with the attached service records establishes beyond dispute that Respondent received actual notice of the Notice of Appeal and all related filings. Respondent does not identify any filing of which it lacked notice, nor could it, given its prompt and substantive response. Under South Carolina law, actual receipt and participation cure any alleged defect in service and constitute waiver of any service objection.
5. On March 24, 2025, Appellant moved to amend the Notice of Appeal to include the circuit court's March 24, 2025 Final Order. Respondent filed a Return opposing the motion, and Appellant filed a Reply.
6. On April 15, 2025, Appellant filed a separate Notice of Appeal from the March 24, 2025 Final Order, also including the April 1, 2025 order addressing attorney's fees.
7. On May 30, 2025, this Court entered an Order denying all pending motions to dismiss as moot, consolidating the appeals, and directing that all future filings proceed under Appellate Case No. 2025-000490, expressly citing S.C. Code Ann. §§ 14-3-330(1) and 18-1-130. (*Ct. App. Order dated May 30, 2025, Exhibit D*).
8. On March 12, 2025, contemporaneously with the filing of the Notice of Appeal, Appellant formally ordered the transcript of the January 29, 2025 default-damages hearing by submitting the South Carolina Judicial Branch SCCA 800 Transcript Request Form pursuant to Rules 207, SCACR. (*copy of the SCCA-800 transcript request form, Exhibit E*).
9. On June 9, 2025, the Clerk of the South Carolina Court of Appeals issued a written notice confirming that the transcript had been properly ordered and expressly instructed Appellant to disregard any prior inquiry suggesting otherwise. The Clerk's correspondence confirmed that Appellant had satisfied Rule 207's mandatory ordering requirement and that no deficiency existed in Appellant's appellate filings. (*Clerk's Letter dated June 9, 2025 – Exhibit F*).
10. On July 7, 2025, Appellant formally notified the Clerk of the Court of Appeals in writing of the transcript's status, explaining that any delay was attributable to the assigned court reporter's temporary absence from the country. The Court acknowledged receipt of that filing the same day. (*July 7 status letter/email + clerk acknowledgment, Exhibit G*).

11. On July 15, 2025, Appellant notified the Court of Appeals that the transcript had been received, and the Court again acknowledged receipt. (*Notice transcript received dated July 15, 2025 + acknowledgment, Exhibit H*).
12. Thereafter, Appellant timely moved for an extension of time to serve and file her Initial Brief.
13. On November 12, 2025, this Court entered an Order expressly accepting Appellant's Initial Brief and Designation of Matter as filed and extending Respondent's deadline to serve and file its Respondent's Initial Brief and Designation of Matter to December 2, 2025. (*Court of Appeals Order dated Nov. 12, 2025 (accepting Initial Brief/Designation; setting Respondent's deadline).Exhibit I*).
14. Respondent did not file a brief, seek an extension, or seek a stay of the Court's briefing Order, and instead filed the present Renewed Motion to Dismiss.

## ARGUMENT

### A. APPELLANT'S CITED AUTHORITIES ARE ESTABLISHED SOUTH CAROLINA PRECEDENT AND ARE PROPERLY APPLIED TO THE RECORD

Respondent's argument that Appellant's appeal concerns only a default judgment and therefore should be governed by a single standard of review, is demonstrably false. As reflected in the Issues Presented for Review, Appellant challenges multiple, independent categories of error, each governed by its own settled standard of appellate review under South Carolina law.

Appellant's appeal is not confined to whether default was properly entered. Rather, it challenges (1) constitutional due process violations, (2) abuse of discretion in the handling of default, (3) pure errors of law, (4) the legal sufficiency of damages and fees, and (5) the authority of the circuit court to impose personal liability and enhanced statutory damages. Because these issues arise from different legal doctrines, multiple standards of review are not only appropriate, they are mandatory.

- i. **Due Process and Constitutional Claims Require De Novo Review:** Several of Appellant's issues allege violations of procedural due process, including the denial of a promised hearing and the imposition of damages, treble damages, and attorney's fees without a meaningful opportunity to be heard. Constitutional claims are reviewed de novo, not under an abuse-of-discretion standard. Appellant therefore properly invoked constitutional standards distinct from those applicable to default procedure.
- ii. **Default-Related Rulings Are Reviewed for Abuse of Discretion:** Appellant separately challenges the circuit court's decision to finalize default without conducting the equitable analysis required by Rule 55(c), SCRCF, despite sworn proof of good cause and attempted compliance. That issue is reviewed for abuse of discretion, and Appellant properly cited authority governing that standard.
- iii. **Errors of Law Are Not Discretionary:** Appellant further challenges the circuit court's treatment of legal conclusions, including willfulness, knowing conduct, entitlement to treble damages, and personal liability, as admitted by default.

Whether a court applied the correct legal rule is a question of law, reviewed independently of discretion. Accordingly, Appellant correctly relied on authorities addressing legal error rather than discretionary judgment.

iv. **Damages, Rule 54(c), and Evidentiary Sufficiency Are Reviewed as Legal Error: Appellant challenges the damages award on several independent grounds:**

- the absence of competent evidence,
- the award exceeding sworn testimony, and
- relief exceeding the pleadings in violation of Rule 54(c), SCRC.P.

These issues concern the **legal authority of the court to award the amount entered**, not the propriety of default itself. They therefore require standards governing evidentiary sufficiency and legal limits on relief—standards distinct from default jurisprudence.

- v. **SCUTPA Trebling and Attorney’s Fees Require Specific Legal Findings:** Appellant also challenges the trebling of damages under SCUTPA and the award of attorney’s fees, both of which require **specific statutory findings and evidentiary support**. Whether those findings were made—and whether the record supports them—is a question of law and statutory interpretation, not default procedure.
- vi. **Personal Liability and Veil-Piercing Are Separate Legal Inquiries:** Finally, Appellant challenges the imposition of personal, joint-and-several liability for an LLC obligation without privity, guaranty, or veil-piercing findings. Whether a court may disregard the corporate form is governed by a **distinct body of substantive law** and cannot be resolved by reference to default standards alone.
- vii. **Scope of Review Properly Includes Intermediate Orders Affecting the Final Judgment:** Because this appeal is taken from a final judgment, Appellant is entitled to review of intermediate orders necessarily affecting that judgment. Respondent’s attempt to narrow the appeal to “default only” ignores the settled rule that appellate review extends to all rulings that culminated in the final judgment.

**B. THE ISSUES PRESENTED ARISE FROM THE FINAL JUDGMENT AND ARE PROPERLY SUBJECT TO APPELLATE REVIEW**

Respondent’s assertion that “Appellant’s laundry list of issues” was the subject of a “previous, unsuccessful appeal” is **factually and legally incorrect**.

**I. The Prior Appeal Was Interlocutory and Was Never Decided on the Merits**

The prior appeal identified by Respondent (Appellate Case No. 2024-000334, and the related Supreme Court petition) was interlocutory and procedurally terminated without any merits review. The Court of Appeals did not reach, analyze, or decide:

- a) Rule 55(c) good cause
- b) Rule 54(c) limitations on relief

- c) Damages proof or trebling
- d) Attorney's fees
- e) Veil-piercing or personal liability
- f) Due process violations

No opinion, published or unpublished resolved any legal issue now before this Court. The issuance of a remittitur following an interlocutory appeal **does not constitute an adjudication on the merits**, does not establish law of the case, and does not bar review of issues arising from a later final judgment.

Respondent's argument is logically circular. The prior appeal (2024-000334) was dismissed as interlocutory because the trial court had not yet determined damages or entered a final money judgment. Respondent now argues that because that premature appeal was dismissed, Appellant is barred from ever appealing the final judgment. South Carolina law does not permit such a 'procedural trap.' Under **Rule 201, SCACR**, and **S.C. Code Ann. § 14-3-330**, the right to appeal the merits of a default only fully matures once a Final Judgment is entered. This is that appeal

Accordingly, Respondent's claim that Appellant "already lost" these issues is legally unsupportable and knowingly false.

## **II. The Current Appeal Is the First Appeal From a Final Judgment**

This appeal arises from the March 24, 2025 Final Default Judgment, which imposed for the first time:

- a) A \$262,130.33 money judgment
- b) Treble damages
- c) Attorney's fees
- d) Personal liability against an individual for an LLC obligation

These rulings did not exist at the time of the interlocutory appeal and therefore could not have been preserved or reviewed earlier. Under settled South Carolina law, upon appeal from a final judgment, the appellate court may review intermediate orders necessarily affecting the judgment, even if not previously appealed. See S.C. Code Ann. §§ 14-3-330(1), 18-1-130.

## **III. Preservation Is a Merits Question, Not a Jurisdictional Bar**

Respondent's argument that issues are "not preserved" does not support dismissal. Preservation addresses whether an issue may succeed on appeal, not whether the Court has jurisdiction to hear the appeal at all. Questions involving:

- a. Application of Rule 54(c)
- b. Due process
- c. Legal sufficiency of damages
- d. Authority to impose treble damages
- e. Authority to pierce the corporate veil

are pure questions of law reviewable on the face of the record and written orders, even following default. Dismissal on preservation grounds is therefore improper.

Furthermore, the imposition of personal liability on an individual for the obligations of an LLC, absent any findings of fact or conclusions of law regarding veil-piercing, constitutes a 'legal error apparent on the face of the record.' Respondent's owner **admitted** on the record that the contract was with APM, LLC, and that she sought \$22,788. The court's jump to a \$262,130.33 personal judgment against Pierce is a 'fundamental error' that exceeds the court's authority under **Rule 54(c), SCRPC**, and is therefore reviewable regardless of the level of 'preservation' Respondent claims is missing.

Respondent's generalized "non-preservation" accusations do not establish a jurisdictional defect and provide no basis for dismissal. Preservation arguments go to the merits and are addressed in Appellant's Initial Brief. Moreover, this appeal is from a final judgment, and this Court may review intermediate orders necessarily affecting that judgment. Respondent identifies no specific issue that is categorically unreviewable.

#### **IV. The Rule 269 Sanctions Request Is Baseless**

Rule 269 sanctions require a showing that no reasonable attorney could believe the appeal has merit. That standard cannot be met where:

- a) The appeal is taken from a final judgment
- b) The appeal was accepted and consolidated by this Court
- c) The issues raised are supported by binding South Carolina authority
- d) The arguments rely exclusively on the certified record

The mere fact that Respondent disagrees with Appellant's arguments does not render the appeal frivolous. Nor does a prior interlocutory appeal, never decided on the merits, convert this appeal into a sanctionable filing.

### **C. RESPONDENT'S MOTION TO DISMISS SHOULD BE DENIED BECAUSE THEIR JURISDICTIONAL AND INTERLOCUTORY ARGUMENTS ARE MOOT AND BARRED BY THE COURT OF APPEALS' MAY 30, 2025 ORDER.**

Respondent's renewed motion largely repackages arguments that were **already raised, considered, and rendered moot** by this Court's **May 30, 2025 Order**. Those arguments may not be relitigated.

#### **I. Interlocutory-Order and Lack-of-Jurisdiction Arguments Are Moot**

In its March 13, 2025 Motion to Dismiss, Respondent argued that this appeal should be dismissed because the January 31, 2025 and February 26, 2025 Form 4 Orders were interlocutory and not immediately appealable. The Court expressly addressed

and rejected that theory by denying Respondent’s motion as **moot** after Appellant appealed the final judgment.

In its May 30, 2025 Order, the Court held:

“In light of the fact that Appellant has now appealed what appears to be the final order, we deny the pending motions in the related appeal as moot.”

The Court further confirmed its jurisdiction by citing S.C. Code Ann. § 14-3-330(1) and § 18-1-130, expressly recognizing that, upon appeal from a final judgment, the Court may review any intermediate order necessarily affecting the judgment.

Once the Court accepted jurisdiction and consolidated the appeals under Rule 214, SCACR, Respondent’s interlocutory and jurisdictional objections were extinguished as a matter of law. Under the law-of-the-case doctrine, issues decided—explicitly or by necessary implication—may not be reasserted in later motions.

See *Judy v. Judy*, 393 S.C. 160, 168, 712 S.E.2d 408, 412 (2011); *ML-Lee Acquisition Fund v. Deloitte & Touche*, 327 S.C. 238, 245, 489 S.E.2d 470, 474 (1997).

Accordingly, Respondent’s renewed claims that the appeal is interlocutory or that this Court lacks jurisdiction are procedurally barred and must be rejected.

## **II. Timeliness Arguments Are Moot and Foreclosed**

Respondent’s first motion also asserted that Appellant’s notice of appeal was untimely based on alleged defects in receipt dates and service calculations. The Court nonetheless accepted the appeal, consolidated it, and proceeded under the final-judgment posture.

When an appellate court accepts jurisdiction and denies dismissal, **timeliness arguments tied to interlocutory appeals are moot.**

See *Ex parte Morris*, 367 S.C. 56, 62, 624 S.E.2d 649, 652 (2006) (once jurisdiction is accepted, procedural objections relating to earlier stages are rendered immaterial).

Respondent may not revive those same timing arguments after jurisdiction has been conclusively exercised.

## **III. Service-of-Notice Arguments as a Jurisdictional Bar Are Moot**

Respondent previously argued that Appellant’s use of electronic service invalidated the notice of appeal and deprived the Court of jurisdiction. The Court explicitly acknowledged Appellant’s proof of service in its May 30, 2025 Order and nonetheless denied dismissal and consolidated the appeal.

While service defects may, in limited circumstances, affect specific filings, they do not divest an appellate court of jurisdiction once jurisdiction has been exercised.

See *Rule 203(b)(1)*, SCACR; *Burriss v. Burriss*, 377 S.C. 414, 421, 660 S.E.2d 503, 507 (Ct. App. 2008).

Thus, Respondent's attempt to reuse service arguments as a basis for dismissal is foreclosed.

#### **IV. Frivolousness Arguments Premised on Jurisdictional Defects Are Moot**

Respondent's March 2025 motion characterized the appeal as frivolous because it was allegedly interlocutory and unappealable. That premise collapsed once the Court accepted the appeal and consolidated it.

An appeal cannot be deemed frivolous where the appellate court itself has confirmed jurisdiction and allowed the appeal to proceed.

See *Rule 269, SCACR; In re Estate of Kay*, 400 S.C. 44, 51, 732 S.E.2d 379, 383 (Ct. App. 2012).

To the extent Respondent continues to label the appeal frivolous based on jurisdictional theories already mooted, those arguments must be rejected.

#### **D. RESPONDENT'S UNMOOTED ARGUMENTS FAIL ON THE MERITS BECAUSE NO RULE VIOLATION IS IDENTIFIED**

After this Court rendered Respondent's jurisdictional and interlocutory objections moot, Respondent shifted to a list of South Carolina Appellate Court Rules purportedly "violated." Critically, Respondent does **not** identify a single concrete defect under any cited rule.

Respondent does not specify:

- which subsection of any rule was violated,
- what mandatory requirement was unmet,
- when or how Appellant allegedly failed to comply, or
- how Respondent suffered any prejudice.

Instead, Respondent relies on generalized accusations untethered to the record. Citation to a rule, without identification of a specific violation and resulting prejudice, does not constitute a cognizable ground for dismissal. Appellate dismissal requires more than rhetoric; it requires a demonstrated failure to comply with a mandatory rule affecting jurisdiction. Respondent offers none.

What remains is not a procedural challenge grounded in fact or law, but an attempt to repackage merits disagreements and litigation frustration as "rule violations." The South Carolina Appellate Court Rules do not authorize dismissal on that basis.

#### **I. Rule 207 (Transcript) — Fully Complied With; Respondent's Claim Is Refuted by the Record**

Respondent contends that Appellant failed to comply with Rule 207, SCACR. The appellate record establishes the opposite.

On March 12, 2025, Appellant formally ordered the transcript of the January 29, 2025 damages hearing by submitting the required SCCA-800 Transcript Request Form, thereby satisfying Rule 207's mandatory requirement that the transcript be timely ordered.

On June 9, 2025, the Clerk of the South Carolina Court of Appeals issued a written notice confirming that the transcript had been ordered and expressly instructed Appellant to disregard any prior inquiry suggesting otherwise (Clerk's Letter dated June 9, 2025 – Exhibit A).

Appellant thereafter exercised reasonable diligence by providing written status updates to the Court and to opposing counsel, and by notifying the Court on July 14, 2025 that the transcript had been received (Transcript Status Emails – Exhibit B).

Rule 207 requires timely ordering of the transcript and reasonable diligence in its pursuit. It does not require instantaneous preparation, nor does it authorize dismissal where any delay is attributable to court-reporter availability rather than appellant conduct. Respondent identifies no delay caused by Appellant and no resulting prejudice.

South Carolina law is clear that dismissal is not authorized absent prejudice. *Ellis v. Davidson*, 358 S.C. 509, 516, 595 S.E.2d 817, 821 (Ct. App. 2004).

Because the transcript was timely ordered, the Court confirmed compliance, and Appellant diligently updated the record, Respondent's Rule 207 argument is contradicted by the record and fails as a matter of law.

Under **Rule 207(h), SCACR**, the appellate court has broad discretion to relieve a party of a failure to comply with these rules for good cause. Here, there was no failure. Appellant complied with the 'ordering' requirement of Rule 207(a)(1). Any delay in 'production' was a function of the court reporter's schedule. South Carolina policy favors deciding appeals on the merits rather than on technicalities caused by administrative or third-party delays.

## **II. Rules 262 and 263 (Filing, Service, and Time) — Respondent Admits Service and Seeks to Relitigate a Moot Issue**

Respondent again alleges defects under Rules 262 and 263, SCACR, yet fails to identify a single filing that was untimely or unserved. This omission is fatal to its argument.

Most notably, Respondent's own filings expressly acknowledge service of Appellant's Amended Notice of Appeal and the appeal from the final judgment. Respondent admitted receipt of those documents and affirmatively responded to them in writing. Having done so, Respondent cannot now assert—contrary to the record—that Appellant failed to effect service.

Moreover, this Court's May 30, 2025 Order denied Respondent's prior Motion to Dismiss *as moot* after Appellant appealed from a final order. That ruling necessarily resolved any interlocutory service or timing objections relating to the earlier notice of appeal. Under the law-of-the-case doctrine, issues resolved by the Court may not be reasserted in subsequent motions.

Rules 262 and 263 do not authorize dismissal where:

- the opposing party admits receipt of the filings;
- the Court has already addressed and mooted service objections; and
- no specific untimely or unserved filing is identified.

Respondent's attempt to repackage previously mooted service arguments under different rule numbers does not revive them. Once service of the final appeal was acknowledged—and jurisdiction accepted—Rules 262 and 263 ceased to provide any basis for dismissal.

Accordingly, Respondent's renewed service and timing arguments are contradicted by its own admissions, barred by the Court's prior order, and provide no lawful ground for dismissal.

### **III. Rule 266 (Subsequent Applications for Relief) -Respondent, Not Appellant, Is the Only Party Implicating This Rule**

Rule 266, SCACR governs *subsequent applications for relief after a prior application has been denied*, and is intended to prevent repetitive or abusive motion practice absent materially changed circumstances.

Respondent cites Rule 266, but does not identify any successive application filed by Appellant that would implicate the rule. Appellant has filed a single, continuous appeal from a final judgment, which this Court accepted and consolidated. Rule 266 is therefore inapplicable to Appellant as a matter of law.

Ironically, if Rule 266 applies to any party in this appeal, it applies to Respondent.

Respondent previously filed a Motion to Dismiss on March 13, 2025. This Court expressly denied that motion as moot by Order dated May 30, 2025, after Appellant appealed from a final order. Despite that ruling, Respondent has now filed a renewed Motion to Dismiss raising substantially the same jurisdictional and procedural arguments—without identifying any materially changed facts or new legal basis.

Rule 266 does not permit a party to relitigate a motion already disposed of by the Court simply by recharacterizing the arguments or restating them in expanded form. Once the Court mooted Respondent's prior dismissal motion, the proper course was to proceed to merits briefing—not to file a second dismissal motion repackaging arguments the Court had already rejected as no longer operative.

Accordingly:

- Rule 266 does not apply to Appellant;
- Respondent identifies no prohibited subsequent application by Appellant; and
- Respondent’s own successive dismissal motion—filed after the Court’s May 30, 2025 Order—raises the only Rule 266 concern present in this case.

Respondent’s invocation of Rule 266 therefore provides no basis for dismissal and further illustrates that the Motion relies on citation to rules without factual or procedural grounding.

#### **IV. Rule 241 (Stay and Supersedeas) — Wholly Irrelevant to Appellate Jurisdiction**

Respondent’s reliance on Rule 241, SCACR, is legally baseless. Rule 241 governs post-judgment enforcement and the conditions for a stay; it does not confer jurisdiction, restrict appellate review, or authorize dismissal of an appeal.

An appeal and a supersedeas request are distinct procedural acts. Seeking a stay does not waive appellate rights, does not divest this Court of jurisdiction, and does not convert enforcement disputes into dismissal grounds.

Here, Respondent has attempted to prematurely attach Appellant’s personal property to satisfy a judgment entered against a corporate entity—while the legality of personal liability, damages, and veil-piercing is pending before this Court. Appellant has a constitutional right to seek judicial protection to prevent enforcement actions that would irreversibly moot appellate review.

This Court has already addressed supersedeas by written order. Rule 241 has therefore been fully considered and exhausted. It cannot be repurposed as a jurisdictional weapon.

Respondent identifies no improper supersedeas request, no procedural violation, and no authority supporting dismissal under Rule 241. None exists. Rule 241 exists to preserve appellate review, not to destroy it.

Respondent’s invocation of Rule 241 is not legal argument—it is enforcement rhetoric. It provides no basis for dismissal and no basis for sanctions.

#### **V. Respondent’s Preservation Argument Fails Because Every Issue Raised Is Anchored in the Record**

Respondent asserts, repeatedly and rhetorically—that Appellant raises “unpreserved” issues. Yet Respondent **fails to identify a single issue** that was not raised, developed, or necessarily implicated by the proceedings below. Blanket accusations of non-preservation are not legal argument.

Every issue raised in Appellant’s Initial Brief arises directly from:

- a) Respondent’s own Complaint and Amended Complaint;
- b) Respondent’s Motions for Entry of Default and Default Judgment;
- c) Respondent’s damages memorandum and attorney-fee affidavit;

- d) The October 31, 2023 motions hearing transcript;
- e) The January 29, 2025 damages and fees hearing transcript;
- f) The circuit court's written Form 4 orders and Final Judgment.

All of these materials are part of the certified record designated for appeal.

Appellant does not rely on extra-record facts or post-judgment theories. Each argument challenges the legal consequences imposed by the circuit court—default finalization, damages, trebling, attorney's fees, and personal liability—based on what Respondent affirmatively sought and what the court expressly ruled.

Preservation does not require a party to anticipate legal errors before they occur. Issues are preserved when they are raised by the pleadings, argued by the parties, developed at hearings, or necessarily ruled upon by the court. Here, the circuit court ruled—by written order—on default, damages, treble damages, fees, and personal liability. Those rulings are reviewable as a matter of law.

Moreover, this appeal arises from a final judgment. Upon appeal from a final judgment, this Court may review intermediate orders necessarily affecting the judgment, even if not separately appealed. Respondent's attempt to recast merits review as a jurisdictional defect is legally incorrect.

Respondent's preservation argument fails for a simple reason: there are no unpreserved issues to identify. What Respondent actually seeks is to insulate its own pleadings, motions, and requested relief from appellate review. The law does not permit that.

### **CONCLUSION AND PRAYER FOR RELIEF**

Respondent's Renewed Motion to Dismiss is not a jurisdictional challenge—it is an attempt to evade appellate review of a judgment that cannot withstand it. The motion asks this Court to disregard its own May 30, 2025 Order, to ignore the face of the record, and to treat clear legal error as unreviewable merely because it followed a default. South Carolina law does not permit that result.

The circuit court entered a \$262,130.33 judgment where the Plaintiff's sworn testimony capped damages at \$22,788; imposed personal liability on an LLC owner without privity, guaranty, or veil-piercing findings; trebled damages without the statutory findings required by SCUTPA; awarded attorney's fees without an evidentiary record or hearing; and did so after denying Appellant the promised opportunity to be heard. Each of these defects appears in the written orders and certified transcripts. None depends on disputed facts. All are reversible errors of law.

Respondent identifies no missed deadline, no defective filing, no jurisdictional bar, and no prejudice. Instead, it seeks dismissal by mislabeling legal review as "frivolous," reasserting arguments already mooted by this Court, and urging a rule-by-accusation approach that finds no support in the South Carolina Appellate Court Rules. Accepting that invitation would convert procedural rules into shields for unlawful judgments and insulate the most extreme errors from review.

This Court has already exercised jurisdiction. The appeal has been perfected. The record is complete. What Respondent truly seeks is not dismissal for noncompliance, but immunity from scrutiny. The appellate process exists for the opposite purpose.

**WHEREFORE**, Appellant respectfully requests that this Court:

1. Deny Respondent's Renewed Motion to Dismiss in its entirety;
2. Deny Respondent's request for sanctions under Rule 269, SCACR;
3. Proceed to full merits review of the final judgment and all intermediate orders necessarily affecting it; and
4. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted, this January 26, 2026



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FOR THE APPELLANT



P R O C E E D I N G S

\* \* \* \* \*

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2  
3 THE COURT: All right. *Planetone Packaging v.*  
4 *American Pharma Machinery and Dorothy Pierce.*

5 (Parties approached.)

6 THE COURT: All right. This is scheduled first  
7 as a motion to set aside default by American Pharma  
8 Machinery. And then there is a motion for default  
9 judgement filed by the plaintiff.

10 Is -- looking at your motions that you have,  
11 sir, is that motion to set aside default on behalf  
12 of Ms. Pierce and the corporation?

13 MR. MAJOR: That's my understanding, Your  
14 Honor, based on conversations with her prior  
15 counsel.

16 THE COURT: Okay. Well, Ms. Pierce, you  
17 understand that you are not allowed to represent the  
18 corporation in this courtroom, right?

19 MS. PIERCE: Yeah, I know.

20 THE COURT: Okay.

21 MS. PIERCE: That's why I wanted to ask for a  
22 continuance ---

23 THE COURT: No.

24 MS. PIERCE: --- so I can hire an attorney.

25 THE COURT: No. That -- that -- you've been

1           advised many times and you understand that, so we're  
2           going to go forward today with this hearing.

3                     Okay. Now, your motion to set aside the  
4           default as to you personally, I'll be glad to hear  
5           from you.

6                     MR. MAJOR: Your Honor, could I just briefly?  
7           One procedural issue ---

8                     THE COURT: Yeah.

9                     MR. MAJOR: --- on the motion to set aside --  
10          or excuse me -- the motion for default judgment. We  
11          had staggered those so that -- my clients are based  
12          in California and so they wouldn't have to travel  
13          until the defendant's motions have been resolved.  
14          So we had staggered them so that theirs were going  
15          to be heard last month, and then we were going to  
16          get ours set for hearing. When Judge Maddox gave  
17          them the continuance last time, we had asked will  
18          that also apply to our motion, and then they all got  
19          dumped on the same hearing. So we just would like  
20          to have our motion for default judgement set for  
21          another calendar so we can arrange travel.

22                     THE COURT: It's not going to happen. You  
23          don't need to have your client here.

24                     MR. MAJOR: Okay.

25                     THE COURT: You -- you're -- you -- how many

1 times you been here on this kind of motion without  
2 your client sitting next to you?

3 MR. MAJOR: Understood, Your Honor.

4 THE COURT: Okay. All due respect, it's time  
5 to go.

6 MR. MAJOR: Okay.

7 THE COURT: Okay. So, Ms. Pierce?

8 MS. PIERCE: Yes, Your Honor.

9 THE COURT: I'll let you proceed on your motion  
10 to set aside judgment as to yourself. Okay. There  
11 you go. Thank you.

12 MS. PIERCE: Your Honor, I lost a friend of  
13 mine in -- on May 2nd, and he was struck dead by his  
14 buddy. He was a minister in Uganda. And because he  
15 and I had a lot of activities going on, the project  
16 was hurried up together.

17 I had to fly to Uganda. By the time they  
18 stopped me, I was actually nearly on my way out to  
19 Uganda. And while I was in Uganda, I decided to  
20 mail a copy of my motion to dismiss to the Court and  
21 I so mailed another copy to the defendant of my  
22 motion to dismiss on June 1st.

23 Your Honor, I have sent every documentation  
24 that is between the defendants and American Pharma  
25 on behalf of the company. So they did business with

1 my company. So I am only here to say that they  
2 should remain with the company, and I should be  
3 dismissed from the lawsuit because I did business on  
4 behalf of the company.

5 Secondly, we provided them with all the  
6 remedies. That machine was ready to ship. I  
7 offered them another alternative for it. The second  
8 machine is -- the other one was delayed. I even  
9 offered to make sure that if -- because they said  
10 they needed the machine really fast, so I offered  
11 them a second alternative that they should keep as  
12 soon as the machine is arrived. So I didn't do  
13 business with them directly, but with the company.  
14 And I have presented the law that states that they  
15 can't sue me because I am the owner of a limited  
16 liability company. They have to deal with the  
17 company directly, so I'm actually the wrong party in  
18 this case.

19 THE COURT: Well, actually, I don't think  
20 that's what that case holds, but I think that what  
21 they said under the circumstances of that case, you  
22 had to deal with as the corporation.

23 But the corp -- the cause of actions that are  
24 being alleged by your client in the breach of  
25 contract, which would be the business, correct?

1 MR. MAJOR: That's correct, Your Honor.

2 THE COURT: You have fraud on both parties,  
3 constructive fraud on both parties, breach of  
4 contract, fraudulent acts, unjust enrichment, unfair  
5 trade practices, and piercing the corporate veil; is  
6 that correct?

7 MR. MAJOR: That's correct, Your Honor.

8 THE COURT: Okay. Are you finished with what  
9 you had to say as far as ---

10 MS. PIERCE: Yeah, so I was asking the Court to  
11 set aside default judgment, and then I will -- I  
12 request the Court to dismiss the case against me.

13 And, lastly, I would like to file a  
14 counterclaim against them because they ---

15 THE COURT: That's not before the Court today.  
16 Okay.

17 MS. PIERCE: All right.

18 THE COURT: First, let me go back to address  
19 what you're saying. I read everything before y'all  
20 got here, and the plaintiff in this case has  
21 rightfully or wrongfully raised some question as to  
22 authenticity of some documents that appear to have  
23 come from Uganda. So anything that I rule today  
24 will be without prejudice to the plaintiff to pursue  
25 that. And if established that those are genuine, it

1 can be other sanctions that would be applied at that  
2 point in time and I'm clarifying that.

3 According to what you have written, Ms. Pierce,  
4 you were served. And then a few days later, you  
5 went to Uganda because the death of your friend.  
6 While you're in Uganda, you filed your motion to  
7 dismiss. Upon your return to the United States, you  
8 realized it had not been filed because they filed  
9 their motion, so you immediately filed another  
10 motion to dismiss.

11 MS. PIERCE: Yes.

12 THE COURT: Okay. That being the case, and you  
13 agree that all of those are true? All that -- all I  
14 just said is correct and true, correct?

15 MS. PIERCE: Yeah, that is what happened.

16 THE COURT: Okay. Well, the American Pharma  
17 Machinery is in default because you cannot represent  
18 them and you cannot file a motion to dismiss on  
19 their behalf, so they are in default at this  
20 juncture. Okay. Again, I need you to prepare an  
21 order to that effect.

22 I'm not sophisticated enough to know whether or  
23 not these documents filed by Ms. Pierce are true and  
24 authentic or not authentic, but I will tell you if  
25 what she did -- what she says in filing the motion

1 on her behalf, I think she took reasonable steps to  
2 try to protect her interest if, in fact, that's been  
3 established. I think the authenticity of exhibits  
4 would be established one way or the other whether or  
5 not those facts occurred.

6 MR. MAJOR: Your Honor, may I be heard just  
7 briefly on that?

8 THE COURT: I'm going to let you be heard, but  
9 it seems to me that's the case, that she -- her  
10 motion to let her answer should be granted and let  
11 her have her own -- have her day without prejudice  
12 to you to seek to establish that these documents are  
13 fraudulent or not authentic or somehow not what they  
14 purport to be. In which event, you've been applying  
15 for sanctions which would include striking of any  
16 pleadings she may file.

17 Okay. Yes, sir. You may be heard.

18 MR. MAJOR: Thank you, Your Honor. May it  
19 please the Court? If I failed to do it before,  
20 Christopher Major from Haynsworth Sinkler Boyd for  
21 plaintiff.

22 On the bigger picture, as we argued in our  
23 brief that we filed when the motion to dismiss was  
24 originally filed, it shouldn't matter as to whether  
25 she did or did not file in Uganda because she

1 assumed the risk by using a non-sanctioned postal  
2 system. She assumed the risk of non-delivery and we  
3 cited case law to that effect.

4 There's South Carolina authority that -- that  
5 service means delivery at an approved U.S. postal  
6 system mailing. Her own motion to dismiss claimed  
7 it was served U.S. service by mail. She's now told  
8 the Court that that was a false representation in  
9 her motion. As far as ---

10 THE COURT: I did not hear her say that, quite  
11 frankly.

12 MR. MAJOR: In the -- well, in the -- her  
13 position before the Court is that she mailed those  
14 documents from Uganda. Well, if you look at the  
15 document that she e-mailed me back in July, it says  
16 on the certificate of the service, it's got a civic  
17 address and it says deposited in U.S. mail,  
18 certified mail. So her own motion represented to  
19 the world that she served me through the U.S. mail,  
20 which she's now said is not correct. So her own  
21 motion contradicts what she's saying here to the  
22 Court.

23 As to the issue of authenticity, I understand  
24 completely what you're saying about not wanting to  
25 make a -- you know, concerned about diving too

1 deeply into that, but I took the receipts that  
2 Ms. Pierce provided and they have a tracking number  
3 on them. And if I may approach?

4 THE COURT: Yes, sir. Would you give her a  
5 copy of whatever you give to me?

6 MR. MAJOR: Absolutely. And I also provided a  
7 copy of the receipts just to have them handy.

8 Your Honor, what we handed up are two copies of  
9 the -- or copies of the two receipts that I was  
10 e-mailed yesterday, and then I took the item number  
11 in the middle there that starts "RR" for both and I  
12 went to the Uganda Ministry web page. I went  
13 through the postal service. There's a tracking  
14 feature. I entered those numbers and you'll see the  
15 printouts of those sheets where they indicate those  
16 two items were mailed on October 11th of 2023 to the  
17 United States.

18 One of them still hasn't been delivered, which  
19 I'm presuming based on her e-mail is the one to me,  
20 but there's no reference in here of any mailing in  
21 June. They were mailed in October, this month, just  
22 a few weeks ago. So that's the basis, Your Honor,  
23 for -- for us saying that there are serious, serious  
24 questions about the authenticity of these documents.  
25 And we've believe that facially just from the

1 information she provided and the Uganda government  
2 website, it's pretty obvious that they're not  
3 authentic, Your Honor.

4 THE COURT: I don't need you to raise your  
5 hand. I'm going to let you speak. Okay.

6 MS. PIERCE: Okay.

7 THE COURT: Two things, Mr. Major. You said  
8 there is a case that says that if she assumed the  
9 risk of using this service that has not been  
10 recognized, that's no defense to being held in  
11 default. Does that case actually say that? Tell  
12 me about it.

13 MR. MAJOR: It's not a South Carolina case,  
14 Your Honor. It's a tax court case where someone  
15 tried to serve a tax protest via certified mail out  
16 to an international address.

17 THE COURT: Is that based on federal rules?

18 MR. MAJOR: That based on the federal postal  
19 regulations, that is not an authorized method of ---

20 THE COURT: But the federal rules of civil  
21 procedure?

22 MR. MAJOR: Yes, Your Honor.

23 THE COURT: Okay.

24 MR. MAJOR: And then we've cited South Carolina  
25 cases that say that service is affected by

1 depositing in the U.S. mail. And I think -- I think  
2 we know why the mailbox rule is -- is in place is  
3 because we have reliable mail systems that everyone  
4 uses every day to serve process. And we know that  
5 if you put it in there, it's probably going to be  
6 delivered. When you go outside of that system, I  
7 think you're at your own risk, Your Honor, and you  
8 assume the risk of ---

9 THE COURT: Well, you know what? Let me do  
10 this. I think I'm going to change gears on what I  
11 was saying earlier because I think it's, quite  
12 frankly, not necessarily fair to put the burden on  
13 your client to establish authenticity, even though  
14 I'd certainly leave you that road if that's the way  
15 you want to pursue it.

16 It seems to me, Ms. Pierce, you've been -- I've  
17 seen you appear in this courtroom many times and so  
18 I know you know your way around it a little bit  
19 because I've seen you and watched you. But if, in  
20 fact, you did mail this from over in Uganda, it  
21 seems to me that you did take the risk of -- assumed  
22 the risk of it not getting here.

23 I would -- the question I have in my mind is  
24 if, in fact, she mailed it on June 1st as it says on  
25 this report, that it just was not until October that

1           it actually made it to be sent over, or is that a  
2           whole different situation that you're talking about?  
3           And I don't -- I don't know that you know or I know.

4           MR. MAJOR: And I also, the sender, according  
5           to the receipts, is a Mr. Oscar Oshock (phonetic).  
6           If I'm pronouncing that incorrectly, I apologize.  
7           He's not here. So even the person who supposedly  
8           sent it is not here to authenticate, so I don't know  
9           how Ms. Pierce can do that either.

10          THE COURT: Well, I'm going to leave the  
11          burden -- here's what I'm going to do in this case.

12          MS. PIERCE: Can I ---

13          THE COURT: First -- I'm going to let you  
14          speak. I'm going to find that American Pharma  
15          Machinery, LLC, they're in default. It's done.  
16          It's clearly -- even if you take the facts as  
17          alleged by Ms. Pierce as being true, they would  
18          still be in default because she can't represent the  
19          corporation.

20          Now, I've stopped you from speaking. I'm going  
21          to allow you to have a few words in response.

22          MS. PIERCE: Your Honor, postal in Uganda is  
23          actually a subsidiary of the U.S. postal mail.

24          THE COURT: Ma'am?

25          MS. PIERCE: Postal in Uganda is a partner of

1 the U.S. postal mail.

2 THE COURT: I don't know that.

3 MS. PIERCE: The United States postal mail  
4 still is on the government mail subsidiary across  
5 the country -- across the world. So postal  
6 Uganda -- this package was mailed on this day by my  
7 personal assistant, and then it was returned. And  
8 then they actually called personal assistant, and I  
9 advised them just to mail it. Send it back. So the  
10 package was mailed, it was undeliverable, and then  
11 it was returned.

12 Now, if he can find the tracking, just -- just  
13 call the postal services in Uganda. This is their  
14 document. They will validate the document. If they  
15 need a verification and receipt of it from the  
16 person that sent it from the postal services, I will  
17 provide that.

18 THE COURT: No. Here's what I'm going to do.  
19 Instead of him proving it, I'm going to let you  
20 prove it.

21 MS. PIERCE: Yes.

22 THE COURT: You are in default by -- by all  
23 means, you know, from what's happened in this case.  
24 So I'm going to let you establish that, in fact,  
25 these are legitimate and what you said happened

1 happened.

2 MS. PIERCE: Yes.

3 THE COURT: All right. So here's what I'm  
4 going to do. I think it's appropriate that I'm  
5 going to find that you're in default now. And, in  
6 fact, you will have a right to establish that you're  
7 not in default by showing that you did exactly what  
8 was done in -- in your allegations that on June 1st  
9 you mailed this.

10 I'm not ready to find that that's not  
11 reasonable under the circumstances and then hold her  
12 in default. If she establishes that this is what  
13 happened as she alleges, so the burden's on her,  
14 then she will not be in default and be allowed to  
15 respond. If she is not able to do that, she's  
16 already in default. Then we'll just have a damages  
17 hearing. Okay.

18 MS. PIERCE: Okay.

19 THE COURT: Now, the damages against American  
20 Pharma will be established at some later date.  
21 They're in default. That goes without saying.

22 Okay. Anything further from the plaintiff on  
23 this matter?

24 MR. MAJOR: Only on the default judgment  
25 motion. I think I understood Your Honor that we're

1 going to deal with the damages as to American Pharma  
2 at a later date?

3 THE COURT: Yeah.

4 MR. MAJOR: So that would be nothing further  
5 then, Your Honor.

6 THE COURT: Okay. And I'm going to ask that  
7 you prepare me an order and that you find that even  
8 if what Ms. Pierce is true, and I have no doubt that  
9 it's not, that she could not file anything on behalf  
10 of American Pharma, LLC; therefore, the corporation  
11 is in default.

12 I'm going to find that she, at this juncture,  
13 has to establish this authenticity and validity of  
14 the documents that she claims them to be and then  
15 the time frames that she said that those acts were  
16 performed -- the work performed at that time. If  
17 she can, then she will not be in default. It'll  
18 require another hearing for us to make that call.  
19 If she can't, then she is in default.

20 MR. MAJOR: Understood, Your Honor.

21 THE COURT: So I would think probably -- I'm  
22 going to leave it up to you, Mr. Major. If you want  
23 to go forward with the hearing of this corporation,  
24 that's up to you. If you want to wait until I do it  
25 altogether, that's up to you.

1           MR. MAJOR: I'd rather do it altogether, Your  
2 Honor.

3           THE COURT: I figured you probably would. All  
4 right. Anything further from the plaintiff?

5           MR. MAJOR: Nothing further, Your Honor.

6           THE COURT: And you know you got to send her a  
7 copy of the order before you send it to me?

8           MR. MAJOR: Yes, Your Honor.

9           THE COURT: Ms. Pierce, is there anything  
10 further?

11          MS. PIERCE: Oh, no, sir. When I have the  
12 proof, do I send it to the Court and to him?

13          THE COURT: You guys will schedule that. And  
14 y'all deal with each other and then we'll -- when  
15 y'all are ready, we'll have a hearing on it. It  
16 doesn't have to be me. It can be any circuit court  
17 judge. I'm glad to hear it or -- or somebody else.  
18 Okay.

19          MS. PIERCE: Okay. Thank you, Your Honor.

20          MR. MAJOR: Thank you, Your Honor.

21          THE COURT: Thank you.

22          (Parties were dismissed.)

23          THE COURT: Ms. Pierce, I am sorry. You have a  
24 motion to dismiss, and I was going to send you home  
25 and not have a chance to argue it. Okay.

1 MS. PIERCE: Your Honor, what did you say  
2 again?

3 THE COURT: Your motion to dismiss that you  
4 said earlier I think, but it's basically, if I  
5 recall, it's based on the case that is about the  
6 LLCs. And your -- your position, as I understand  
7 it, is I am single member LLC. As such, my tortious  
8 conduct as a member of the LLC can't hold me  
9 personally liable. Only the corporation can be held  
10 liable; is that right?

11 MS. PIERCE: That's right.

12 THE COURT: Anything other than that?

13 MS. PIERCE: That is really just the case. I  
14 did all the business on behalf of the company. All  
15 the e-mails, all the contracts were on behalf of the  
16 company. I did everything but the remedy.

17 THE COURT: Well, let me say this: Breach of  
18 contract case is against the corporation only, so  
19 that's not subject to your motion.

20 As to the fraud, constructive fraud and breach  
21 of contract, fraudulent acts, I will deny your  
22 motion. I don't think that the act would prevent  
23 you being responsible for fraudulent conduct as an  
24 individual.

25 Unjust enrichment, I don't see.

1           Unfair trade practice is only against the  
2 business, right?

3           MR. MAJOR: Yes, Your Honor.

4           THE COURT: And pierce the corporate veil is  
5 piercing the corporate veil.

6           Unjust enrichment stays, and it'll be -- it  
7 would go against them. I think that that would not  
8 shield you either as a single member LLC.

9           So the four causes of action -- fraud,  
10 constructive fraud, breach of contract, fraudulent  
11 act, unjust enrichments -- would not, in my  
12 judgment, be nullified because it is a single member  
13 LLC.

14           I will note for the record, however, that the  
15 case law seems to still be outstanding on that. I  
16 haven't heard -- I'm not aware of a case that has  
17 found the answer. Are you aware of one, Mr. Major?

18           MR. MAJOR: No, Your Honor. My understanding  
19 is -- as I read the cases is, a member can't be  
20 vicariously liable just by virtue of being a member,  
21 but they're still liable for their own personal,  
22 especially intentional torts.

23           THE COURT: Well, it seems, yeah. I think  
24 that's probably right. Anyway, all said and done,  
25 I'm denying your motion. Okay. So I'm going to ask

1           you to include that in your order.

2                     And now I think we have concluded. Any other  
3 business at this juncture, Ms. -- Ms. Pierce?

4           MS. PIERCE: No.

5           THE COURT: Okay.

6           MS. PIERCE: And I can't say anything related  
7 to ---

8           THE COURT: I mean, certainly, I'm going to let  
9 you argue. I thought I let you argue it already,  
10 but I'll be glad to hear if you want to -- I didn't  
11 give you a whole lot of ---

12           MS. PIERCE: So, Your Honor, when they made a  
13 payment for the machine, I went ahead and actually  
14 used the money to produce the machine. And I have  
15 the machine available, but they do not want the  
16 machine anymore. The machine -- the money they  
17 paid, I didn't use it. The money they paid was used  
18 to make the machine for them. So how would unjust  
19 enrichment even be on me and yet I didn't use the  
20 machine. And the machine is still available.

21           THE COURT: Well, that's something that will be  
22 argued at a trial and not in a motion.

23           MS. PIERCE: Okay. All right.

24           THE COURT: And it may be you're right with  
25 that. At a motion, it's just not -- it's not the

1 time to have that done. Okay.

2 MS. PIERCE: Okay.

3 THE COURT: All right. Anything further,  
4 Ms. Pierce?

5 MS. PIERCE: Not now.

6 THE COURT: Anything further, Mr. Major?

7 MR. MAJOR: No, Your Honor.

8 THE COURT: All right. That will conclude this  
9 hearing. If you'll get that order and send it to  
10 her first.

11 MR. MAJOR: Absolutely. Thank you, Your Honor.

12 THE COURT: All right. Thank you so much.

13 (The proceedings concluded at 3:19 p.m.)

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## C E R T I F I C A T E O F R E P O R T E R

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned, Lisa Scott, Circuit Court Reporter for the Tenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and the evidence introduced in the hearing of the captioned cause, relative to appeal in the Circuit Court for Oconee County, South Carolina, on the 31st day of October, 2023.

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

May 13, 2024

/s/Lisa Scott

*Lisa Scott*  
*Circuit Court Reporter*

STATE OF SOUTH CAROLINA ) IN THE COURT OF  
COUNTY OF OCONEE ) COMMON PLEAS

)  
)  
PLANETONE PACKAGING LLC, )  
)  
vs. ) TRANSCRIPT OF RECORD  
) 2023-CP-37-00232  
DORTHY PIERCE, ET AL.,

Defendant

**RECEIVED**  
**Jan 27 2026**  
**SC Court of Appeals**

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JANUARY 29, 2025  
Oconee, South Carolina

B E F O R E:

HONORABLE R. LAWTON, MCINTOSH, JUDGE

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

For the PLAINTIFF  
JOHN PATRICK BRADLEY, ESQUIRE

For the Defendant  
DORTHY PIERCE, PRO SE

Crystal Banks (Transcriber)



1 THE COURT: All right. This is a default  
2 damages hearing?

3 MR. BRADLEY: Yes, Your Honor.

4 THE COURT: Who is your witness, Karen  
5 Davidson?

6 MR. BRADLEY: Yes, Karen -- hey, Karen  
7 Davidson, can you hear us? Ms. Davidson?

8 THE COURT: Would you start the video at  
9 the bottom of your screen, Ms. Davidson, and hit unmute?

10 MS. DAVIDSON: There we go.

11 MR. BRADLEY: Ms. Davidson, can you hear  
12 me okay?

13 MS. DAVIDSON: Good morning.

14 MR. BRADLEY: Good morning. Am I clear  
15 or do I need to adjust?

16 MS. DAVIDSON: Yes, I can hear you.

17 MR. BRADLEY: Thank you.

18 THE COURT: If you would, raise your  
19 right hand please, ma'am.

20 THEREUPON,

21 KAREN DAVIDSON,

22 After having been duly sworn, testified as follows:

23 THE COURT: All right. Very good, your  
24 witness.

25 DIRECT EXAMINATION

1 BY MR. BRADLEY:

2 Q. Ms. Davidson, can you state your full name for the  
3 record please?

4 A. Karen Davidson.

5 Q. Can you identify where you work and what your position  
6 is at that company?

7 A. It is the Planetone Packaging and I'm the owner.

8 Q. What does Planetone do; what are they in the business  
9 of?

10 A. We are a contracting -- we do everything from  
11 supplements to skin care to active --

12 Q. Are you the person at Planetone who has the most  
13 knowledge --

14 A. I'm sorry.

15 Q. Ms. Davidson, are you the person at Planetone who has  
16 the most knowledge about the interaction with Ms. Dorothy  
17 Pierce and her company American Pharma Machiner?

18 A. No, I didn't hear anything you said.

19 Q. All right. How about now? How about now, can you  
20 hear me now?

21 A. Yes, much better.

22 Q. Okay, I've got to hold it, noted. Are you the person  
23 at Planetone who has the most direct knowledge about this  
24 transaction at issue in this case?

25 A. Yes.

1 Q. And your involvement with Mrs. Pierce and American  
2 Pharma Machiner?

3 A. Yes.

4 Q. Ms. Davidson, briefly, can you give us a little more  
5 information on the background as to how you located Ms.  
6 Pierce and her company and why you located her?

7 THE COURT: What relevance does that have  
8 to the amount of money being owed in this case?

9 MR. BRADLEY: There are a few of the  
10 items of damages related to the representations made in  
11 the contract about shipping within ten to 15 days and  
12 there are certain delays that --

13 THE COURT: Okay, all right.

14 BY MR. BRADLEY:

15 Q. All right, Ms. Davidson.

16 A. Can I answer the question?

17 Q. Yes, yes you can.

18 A. Okay. We, my business partner consultant is aware of  
19 the company prior, and so when we were looking for -- we  
20 were really looking for an American distribution. So,  
21 they were a very logical source, because my business  
22 partner knew of them previously. So, we didn't think --  
23 that place.

24 Q. Okay, do you have Exhibit A in front of you that was  
25 the Exhibit A to the amended complaint in this matter and

1 Exhibit A to the damages memo in support that I filed this  
2 morning?

3 A. Yes, I do have it open.

4 MS. PIERCE: Objection, Your Honor.  
5 Counsel is talking about exhibit that I don't even know  
6 about.

7 THE COURT: Overruled, go ahead.

8 MR. BRADELY: Thank you, Your Honor.

9 BY MR. BRADLEY:

10 Q. Ms. Davidson

11 THE COURT: Do you have a copy of that  
12 exhibit to give her?

13 MR. BRADLEY: I do. I've got a copy for  
14 you too if you need it.

15 And it was also attached to the amended  
16 complaint, Ms. Pierce.

17 MS. PIERCE: Well, Your Honor. I sent an  
18 e-mail to counsel on January 22 and I asked counsel to  
19 give me all the documents --

20 THE COURT: No, we're not doing that.

21 Have a seat, Ms. Pierce, I'm going to let  
22 you speak in a minute. Not now; you're in default, okay.  
23 This is a default damages hearing.

24 Go ahead.

25 MR. BRADLEY: Thank you, Your Honor.

1 BY MR. BRADELY:

2 Q. Ms. Davidson, do you have Exhibit A in front of you?

3 A. I do.

4 Q. Can you identify this document for the court?

5 A. Yes.

6 Q. Okay, tell us what it is please.

7 A. It is a -- Exhibit A is a purchase agreement -- final  
8 invoice. The final invoice comes from APM in  
9 acknowledgment to our purchase order. And it states that  
10 we should have the equipment within ten to 15 days of a  
11 paid receipt.

12 Q. And what does the total price listed for the capsule  
13 counting machine state?

14 A. For \$22,788.

15 Q. Okay. And did your company pay Ms. Pierce her company  
16 the \$22,788 identified on this December 5<sup>th</sup>, 2022 invoice  
17 with additional terms included?

18 A. Yes, we did. We did through a finance company called  
19 CIT.

20 Q. Okay, I will turn the court's attention and your  
21 attention, Ms. Davidson, to Exhibit B.

22 A. Okay.

23 Q. Please let me know when you have it.

24 A. Okay.

25 Q. Can you identify Exhibit B for the record, please?

1 THE COURT: Have you given a copy to Ms.  
2 Pierce?

3 MR. BRADLEY: I have. She has all of this  
4 I just gave her the whole stack.

5 THE COURT: Okay. All right.

6 BY MR. BRADLEY:

7 Q. Ms. Davidson, can you identify Exhibit B for the  
8 record please?

9 A. Yes. -- this document between Dorthy and I. Dorthy  
10 being the owner of the APM or my contact information was  
11 with Dorthy and basically, we were going back and forth as  
12 to why I have not received the item.

13 Q. And on the bottom of the page one of Exhibit B,  
14 there's an e-mail dated Monday December 19<sup>th</sup>, 2022 at 6:27  
15 a.m. from Ms. Pierce at Planetone to you. Can you read  
16 that into the record please?

17 A. I'm not sure if I have -- I'm looking at that.

18 Q. Bottom of page one of Exhibit B.

19 A. Did you say Exhibit A?

20 Q. B.

21 A. B, I'm sorry. I'm having a hard time hearing.

22 Q. Sorry. I'll talk closer.

23 A. It's okay. It's okay. At the bottom.

24 Q. Of page one of Exhibit B.

25 A. That will be page two or page three?

1 Q. Page one of Exhibit B.

2 A. Okay, page one. It says, good morning, Karen. I have  
3 received the payment from CIT.

4 Q. Okay. And I'll stop you right there, Ms. Davidson.  
5 Is this a true and accurate copy of an e-mail you received  
6 from Ms. Pierce and American Pharma confirming receipt of  
7 the full and total payment of the capsule counting machine  
8 for \$22,788 from your financing source, CIT?

9 A. Yes, sir.

10 Q. Okay. And as of December 19, 2022 you had not  
11 received the machine, correct?

12 A. Have not.

13 Q. Okay. Moving to Exhibit C. Please let me know when  
14 you have it up.

15 A. C as in Charlie?

16 Q. Correct.

17 A. I've got it.

18 Q. Can you identify the correspondence on the first two  
19 pages for the record please and whether it is true  
20 accurate to the best of your knowledge?

21 A. It is. Would you like me to read what Dorothy wrote?

22 Q. Tell me this, on page one, January 31, 2023 at 3:34  
23 p.m. it appears you received an e-mail from Ms. Pierce at  
24 American Pharma after several follow-ups that you sent  
25 about the status of your machine. Tell me about your

1 understanding of Ms. Pierce's position that she is taking  
2 in this e-mail January 31 over a month after receiving --

3 THE COURT: Let me ask you this, there's  
4 a default. The allegations are deemed admitted. The  
5 purpose of today's hearing is to establish your damages.

6 MR. BRADLEY: Right.

7 THE COURT: What relevance does that have  
8 to do with this?

9 MR. BRADLEY: Various correspondence that  
10 we will get to as quickly as I can, Your Honor.

11 THE COURT: I understand. I don't want -  
12 - I don't need correspondence. I want to hear the  
13 damages.

14 MR. BRADLEY: It goes to mitigation that  
15 she could cross us on that's why.

16 THE COURT: All right. Go ahead.

17 BY MR. BRADLEY:

18 Q. Ms. Davidson, is this January 31, 2023 e-mail the  
19 first that you heard from Ms. Pierce after she received  
20 full payment and told you that the machine was going to  
21 take longer than contracted for?

22 A. That's correct.

23 Q. Okay. We'll move on. Moving to Exhibit D.

24 A. Okay.

25 Q. Can you identify for the record Exhibit D and the e-

1 mail correspondence that's contained therein?

2 A. Based on what we were just saying we got on offer to  
3 send out a replacement. I never received any photos or  
4 videos showing a replacement would be satisfactory. So, I  
5 didn't -- we didn't pursue it.

6 Q. And it looks like, Ms. Davidson, and I'll direct you  
7 to page two of Exhibit D, you asked -- did you ask Ms.  
8 Pierce for that information to be able to make a  
9 determination about whether it was a suitable replacement  
10 an alternative to what you had already paid for?

11 A. I did. I asked her specific information on it like  
12 photo, serial number, -- number all of that.

13 Q. And on page three of Exhibit D there are two photos,  
14 do you have those pulled up?

15 A. Yeah, and I'm looking at them.

16 Q. Are you able to identify this as an appropriate  
17 substitute or not?

18 A. I can't really tell because I don't know what the  
19 specs are.

20 Q. Okay.

21 A. And you know, it's like a BMW with no motor. I need  
22 to know that it's working and -- knowing what the specs  
23 are.

24 Q. I understand. So, as of this correspondence which the  
25 latest in the e-mail thread is dated February 10<sup>th</sup>, 2023 in

1 Exhibit D. You had not received the machine. You had not  
2 received the information that you requested about the  
3 proposed alternative machine, and you had not been  
4 refunded your money; is that correct?

5 A. Correct.

6 Q. Turning to Exhibit F please.

7 A. I am there.

8 Q. Can you identify the correspondence you sent Ms.  
9 Pierce it appears on page one February 8<sup>th</sup>, 2023, at 7:23  
10 p.m., and why you sent that e-mail?

11 A. I was responding to this e-mail that said that the  
12 machine -- is in the last stage of debugging, see below,  
13 and I basically was responding to that going well, what do  
14 you mean debugging? I don't even know what you're talking  
15 about here, and this is three months later.

16 Q. And did you request a refund in this e-mail as well?

17 A. Yes.

18 Q. And did you ever receive that? And did you ever  
19 receive that refund?

20 A. (No response.)

21 Q. Ms. Davidson, can you hear me?

22 A. Yes.

23 Q. And did you ever receive that refund?

24 A. I did not.

25 Q. Okay. Moving to Exhibit G.

1 A. Exhibit what?

2 Q. G.

3 A. G, okay. I am here. I've got it open.

4 Q. Can you identify the date at the top of page one that  
5 you sent an e-mail to Ms. Pierce again requesting the  
6 refund?

7 A. The date is Sunday -- 5<sup>th</sup>, at 8:49 p.m. and my e-mail  
8 basically that this machine is still overseas and it has  
9 not arrived in the U.S., the machine that we paid for  
10 please refund the \$22,788. The delays excessively and  
11 clearly no solution.

12 Q. So this is roughly three months after the Exhibit A  
13 that we talked about where it had the payment terms,  
14 delivery terms, and the specifications of what you order?

15 A. Correct.

16 Q. And you still did not have a machine and had been  
17 fully paid for over three months at that point?

18 A. That is correct.

19 Q. Okay. When you did not get the machine quickly or  
20 ever as contracted for, what did you and your business  
21 have to do to compensate for that unexpected circumstance  
22 while being out \$22,788?

23 A. We had to find replacement.

24 Q. In terms of the replacement machine that you tried to  
25 purchase from Ms. Pierce?

1 A. Well, we were counting by hand. So, that's not really  
2 efficient for business. So, we pivoted and found a new  
3 system, but it was going to be costly to get it up and  
4 running.

5 Q. Were there any additional costs borne by your company  
6 for the manual counting for the four months where you did  
7 not have a machine?

8 A. The additional costs being hard cost or labor costs,  
9 what are you talking about?

10 Q. Let's start with labor costs. Where there additional  
11 labor costs, you know, you're talking about counting by  
12 hand when you don't have a machine for several months  
13 while you're looking for an alternative replacement. Can  
14 you --

15 A. Labor costs were double what I normally do because we  
16 weren't automated.

17 Q. Okay.

18 A. Okay --

19 Q. Ms. Davidson, let me stop you there.

20 A. We had to pay overtime.

21 Q. Just to try and short circuit this a little bit, what  
22 do you -- at that time, so this would have been in the  
23 early months of 2023, what were your monthly labor costs  
24 on average?

25 A. An average monthly would be \$8,000. We were new at

1 the time as well so now my amount is significantly higher  
2 now, but about \$8,000 a month which is quite a bit when  
3 you only have two or three employees.

4 Q. I got you. And so, is it your testimony today that  
5 during the period when you did not have a machine and  
6 could not find a reasonable alternative that suited your  
7 business needs that would deliver on time, that your costs  
8 were \$8,000 more per month than they would have been if  
9 the machine had been delivered?

10 A. Yes.

11 Q. Okay. And briefly, tell me about the financing  
12 arrangement that you have with CIT. Are you still paying  
13 on that loan?

14 A. Yes, we are.

15 Q. Sorry to do this. If you will jump to Exhibit B one  
16 last time, and go near the very end.

17 A. B as in boy?

18 Q. Yes, B as in boy.

19 A. Okay.

20 Q. About six pages from the back, I don't have these bate  
21 stamped, but it has your signature on it and has the EFA  
22 terms and months -- and monthly payment page. Have you  
23 gotten to that yet?

24 A. I have that.

25 Q. Is this your financing agreement with CIT and does it

1 accurately reflect the payment obligations that you have  
2 incurred and are still required to incur since the full  
3 payment for this machine despite not having received it?

4 A. Yes, sir.

5 Q. So, you've been paying monthly payments of \$1,247.40  
6 and have to do so for 60 months?

7 A. That's correct.

8 Q. Okay.

9 A. With no machine.

10 Q. So, right. And so presumably that includes a  
11 significant amount of interest?

12 A. Yes.

13 Q. So, if you had to estimate the interest you've paid so  
14 far, you know, without challenging you to do math and to  
15 try and speed this up, what would you estimate that to me?

16 A. So far --

17 Q. I think it's been 16, and to help with math, it's been  
18 about --

19 A. \$10,000 in interests.

20 Q. Okay. Yeah, so it's been about 16 months since the  
21 full payment was made by CIT to the defendants if that  
22 helps your math.

23 A. Right. That's accurate.

24 Q. Okay. And you mentioned that you had to eventually  
25 purchase a different machine and line. Do you remember

1 what month that you were able to finalize that new  
2 purchase and stop hand counting these pills?

3 A. It was late April, but it took a while. It took a  
4 month to get working, and I had to obtain an -- system,  
5 and I mean, just a lot of moving parts. Not just -- but  
6 it was actually putting it all together. You have to have  
7 the right case, electrical -- you have to have all the  
8 things in order for that to --

9 Q. From a cost standpoint, did you have to spend more  
10 money on this alternative machine than you would have --  
11 than you spent to receive -- or to not receive the machine  
12 that you purchased from Ms. Pierce?

13 A. Yeah. We had to undo some of the electrical  
14 components and set it up differently because we were  
15 designed --

16 Q. And how much did that cost?

17 A. It was probably around \$10,000.

18 Q. Okay.

19 A. And -- are very expensive to have sitting on your site  
20 and not knowing what's going on.

21 Q. I understand. And if you could turn to Exhibit H  
22 please.

23 A. Exhibit?

24 Q. H, the very last exhibit.

25 A. H as in Hector?

1 Q. Correct.

2 A. All right.

3 Q. Can you identify this document for me?

4 A. It is my legal bill to -- that I had hired Haynsworth  
5 Sinkler and Boyd to figure out what was going on with  
6 Dorthy with American Pharma and trying to figure out where  
7 that machine was or, you know, just get money back from  
8 what I paid for and that I didn't receive.

9 Q. To the best of your knowledge, is this an accurate  
10 statement of the amount of attorney's fees that you owe to  
11 Haynsworth Singler and Boyd?

12 A. It's accurate unfortunately.

13 Q. And that's \$29,057 through January 1, 2025?

14 A. Correct.

15 Q. With costs of 724.75 through January 1, 2025; is that  
16 correct?

17 A. Correct.

18 MR. BRADLEY: I believe that's all I  
19 have, Your Honor.

20 THE COURT: Did you prepare an affidavit  
21 of attorney's fees?

22 MR. BRADLEY: Well, Your Honor, because  
23 it didn't include this month, we had not done that yet,  
24 but I can submit that after. This was just run earlier  
25 this month.

1 THE COURT: Say that again.

2 MR. BRADLEY: This bill was just run  
3 earlier this month and doesn't include this month's fees.  
4 But yes, I can submit that after this hearing.

5 THE COURT: All right. Please do so.

6 MR. BRADLEY: Thank you.

7 THE COURT: All right, Ms. Pierce, just  
8 so you understand. You're in default. You can question  
9 this witness about the amount, of damages they're asking,  
10 but you can't challenge liability. That's been  
11 established, but you have a right to question her about  
12 the amount of damages their claiming, okay.

13 MS. PIERCE: Yes, sir, Your Honor.

14 THE COURT: Yes, ma'am.

15 CROSS EXAMINATION

16 BY MS. PIERCE:

17 Q. Hello, Karen.

18 A. Hello.

19 Q. When you first contacted American Pharma who exactly  
20 did you contact? Was it American Pharma or were you  
21 looking for me?

22 MR. BRADLEY: Objection, Your Honor,  
23 relevance.

24 THE COURT: You need to address the  
25 questions about the amount of damages please, Ms. Pierce.

1 MS. PIERCE: I'm coming to that, Your  
2 Honor.

3 THE COURT: Well, let's move forward,  
4 please.

5 MS. PIERCE: Before I actually move  
6 forward, I want to state on the record to preserve the  
7 record, that counsel just served me all these exhibits  
8 right now during this hearing. He never served me all  
9 these documents prior to time, and on January 22 I had  
10 sent counsel an e-mail and asked him to give me all the  
11 details that he had including copies of documents, copies  
12 of e-mail correspondence regarding American Pharma and the  
13 client and the list of witnesses including at least a  
14 brief statement of the testimony --

15 THE COURT: All right. You're in  
16 default; you're not entitled to it. You can ask her about  
17 damages --

18 MS. PIERCE: I will, Your Honor.

19 THE COURT: I note your objection.

20 MS. PIERCE: I will, Your Honor.

21 THE COURT: If you would go ahead,  
22 please, ma'am.

23 MS. PIERCE: But counsel did not do that  
24 until right now when he --

25 THE COURT: I'm going to give you a

1 chance to ask about damages and then I'm going to stop  
2 you. So, if you'd go ahead and ask about damages, please.

3 BY MS. PIERCE:

4 Q. All right. Karen, isn't it true that when the machine  
5 delayed, I contacted you and offered to send to you at our  
6 own costs a free machine that you would use until you had  
7 the machine you ordered?

8 A. You offered, you offered, to give me a replacement but  
9 I didn't know anything of that replacement other than that  
10 photo.

11 Q. Give me a minute, let me pull that up, because it was  
12 not a replacement.

13 MS. PIERCE: Counsel, it's your own  
14 evidence, Exhibit F. Do you want to read it or I should  
15 read it?

16 THE COURT: Don't ask him questions. You  
17 ask the witness questions, please.

18 BY MS. PIERCE:

19 Q. It says, can we send you a temporary machine to use  
20 that we can pick up once your machine is delivered; do you  
21 remember that discussion?

22 A. And it was never any deception about the temporary --

23 Q. It is --

24 A. It was I have a replacement. And I said I need to  
25 know the serial number, I need to know --

1 Q. Exhibit F, it is here in your counsel's evidence that  
2 I ask to send you a temporary machine to use.

3 MS. PIERCE: The reason why I'm asking  
4 this question is because I offered to mitigate the  
5 damages. They're coming to one include --

6 THE COURT: I'm going to let you argue,  
7 but I want you to ask the question to this witness please.

8 MS. PIERCE: All right. Let the record  
9 state that I offered a temporary machine so the client  
10 could use until I could ship the machine that she ordered.

11

12 BY MS. PIERCE:

13 Q. As we speak right now, Karen, why exactly, how much do  
14 you want in damages?

15 A. I would just like to have the money back that I paid.

16 Q. So you just want --

17 A. Plus my legal fees.

18 Q. The legal fees? All right, so you only want the money

19 --

20 A. The legal fees because --

21 Q. You only want the money back and legal fees?

22 MR. BRADLEY: Objection, Your Honor.

23 Asked and answered.

24 THE COURT: Sustained.

25 BY MS. PIERCE:

1 Q. It is your testimony right now you're only asking for  
2 \$22,000, the money you paid for the machine?

3 A. Right.

4 MR. BRADLEY: Objection, Your Honor.

5 BY MS. PIERCE:

6 Q. All right, and then the legal fees. Did you provide  
7 any evidence to back it up because it is \$29,000, and you  
8 client didn't go to trial.

9 A. It's been two years.

10 Q. Did you provide any breakdown of the legal fees?

11 MR. BRADLEY: Objection, Your Honor,  
12 relevance.

13 THE COURT: Overruled.

14 BY MS. PIERCE:

15 A. Well, I have the bills and all the dog and pony show  
16 that we went through trying to figure all this stuff out.

17 Q. You testified here --

18 A. Like I'm sure you realize that having a lawyer in  
19 North Carolina when I'm in California is not cheap.

20 Q. We're not in North Carolina. We're in South Carolina.

21 THE COURT: Move forward please.

22 BY MS. PIERCE:

23 Q. You talked about the labor costs related to the  
24 purchase of the machine; can you elaborate on the labor  
25 costs?

1 A. When you -- a capsule counter for that purchase in  
2 December and I need to count capsules somehow, somehow we  
3 have to be able to put right capsules in so we can count  
4 them. And when it comes to the -- capsules times 5,000  
5 bottles it takes time.

6 Q. Before you bought this machine, what were you using to  
7 count because you already had clients?

8 A. Well, if I had received your machine we would have  
9 been perfectly positioned to do what we were supposed to  
10 do. But I did, so we had to figure that out.

11 Q. What were you using --

12 A. So I had to find a replacement.

13 Q. What were you using to count the machine -- the  
14 capsules?

15 A. We were hand counting them.

16 Q. Okay. So, you were hand counting them before you  
17 brought the machine?

18 A. That's right.

19 Q. And you continued to hand count them. Okay. Tell me  
20 about the loan?

21 A. Tell me about what?

22 Q. About the loan you testified about

23 MS. PIERCE: You know, Your Honor. She  
24 only said she wants the money back for the machine.

25 MR. BRADLEY: Objection, Your Honor.

1 MS. PIERCE: And attorney's fees. So, I  
2 think, maybe, let me just end there.

3 THE COURT: I'm sorry. You want to stop  
4 there?

5 MS. PIERCE: I said let me just end there  
6 because she said she only wants the money back for the  
7 machine, and then the legal fees. I have issues with the  
8 legal fees. I will need the breakdown of the legal fees.  
9 Because she is including here \$29,000.

10 THE COURT: All right. Stop for a  
11 second. Do you have anymore questions for this witness?

12 MS. PIERCE: No, I'm not going to have  
13 questions for the witness.

14 THE COURT: All right. I will be glad to  
15 hear form you and then next, Ms. Pierce, you very -- very  
16 briefly, I mean.

17 Go ahead.

18 MR. BRADLEY: Thank you, Your Honor. In  
19 the memorandum we submitted this morning that Ms. Pierce  
20 received via e-mail at the same time this court did with  
21 all of the exhibits that we've gone through.

22 THE COURT: If you turned it in this  
23 morning, I have not looked at it.

24 MR. BRADLEY: That's fine. It breaks  
25 down the numbers that Ms. Davidson testified to today. It

1 also relates back to these exhibits and talks about the  
2 statutory basis for trouble damages and attorney's fees  
3 that we are seeking as well.

4 THE COURT: Okay. Thank you, sir.

5 All right, Ms. Pierce.

6 MS. PIERCE: I'm sticking to the  
7 testimony to the client who said that she only wants a  
8 refund of the total amount that was paid for the machine  
9 and then I don't have any objection to that. But I have  
10 an objection to the attorney's fees and I would actually  
11 need the breakdown of the fees if that is --

12 THE COURT: All right. Thank you, ma'am.

13 You will have until Friday week to turn  
14 in your affidavit of attorney's fees. You will copy Ms.  
15 Pierce on them.

16 MR. BRADLEY: Yes, Your Honor.

17 THE COURT: If she wants to question you  
18 about them, she will have a right to request a hearing.  
19 You have to do so within five days of receiving the  
20 affidavit of the fees from this gentleman, okay?

21 MR. PIERCE: Yes, sir.

22 THE COURT: All right. Thank you.

23 MR. BRADLEY: Thank you, Your Honor.

24 THE COURT: All right.

25 Thank you, ma'am. Have a nice day.

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MS. DAVIDSON: Thank you.

END OF PROCEEDINGS

1 CERTIFICATE OF REPORTER

2

3 STATE OF SOUTH CAROLINA )

4 COUNTY OF OCONEE )

5

6 I, Crystal Banks, Official Court

7 Reporter/Transcriber, do hereby certify that the

8 foregoing is a true, accurate and Complete

9 Transcript of Record of the proceedings had and

10 evidence introduced in the hearing of the captioned

11 case, relative to appeal, in the Court of Common

12 Pleas Court for Oconee County, South Carolina, on

13 the day of January 29, 2025.

14 I do further certify that I am neither of kin,

15 counsel nor interest to any party hereto.

16

17

18

19

*Crystal Banks* \_\_\_\_\_

20

Crystal Banks,

21

Court Reporter/Transcriber

22

23

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**RECEIVED**

**Mar 13 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM OCONEE COUNTY  
Court of Common Pleas

The Honorable R. Lawton McIntosh, Circuit Court Judge

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Case No. 2023-CP-37-00232  
Appellate Case No. 2025-000490

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**RECEIVED**

**Jan 27 2026**

**SC Court of Appeals**

PlanetONE Packaging, LLC, .....Respondent,

v.

American Pharma Machinery, LLC, and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo ..... Defendants,

OF WHOM Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo is the .....Appellant.

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**MOTION TO DISMISS APPEAL**

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Pursuant to Rules 240 and 269, SCACR, PlanetONE Packaging, LLC (“Respondent”) hereby moves for the dismissal of Appellant Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo’s (“Pierce” or “Appellant”) appeal on the grounds that the appeal: (1) is untimely; (2) was not properly served; (3) is interlocutory; and (4) is frivolous.

PlanetONE further asks that this motion be decided on an expedited basis so that Pierce may not continue to use the appellate process to evade and delay entry of a final judgment.

**BACKGROUND**

By way of background, this is yet another unserved, interlocutory, and frivolous appeal filed by Pierce in the course of this matter. This time, Pierce’s appeal appears to be based off of

two Form 4 Orders issued by the Honorable R. Lawton McIntosh in this case: The first Order was entered on January 31, 2025, in which the circuit court ordered, in pertinent part, as follows:

**DAMAGES AWARDED EXCLUDING ATTORNEY'S FEES. PLAINTIFF IS TO FILE AN AFFIDAVIT FOR ATTORNEY'S FEES AND SERVE DEFENDANT WITHIN TEN (10) DAYS. DEFENDANT HAS THE RIGHT TO REQUEST CROSS EXAMINATION OF PLAINTIFF'S COUNSEL. SUCH REQUEST MUST BE MADE IN WRITING WITHIN FIVE (5) DAYS OF THIS ORDER BEING FILED.**

**MR. BRADLEY [Respondent's counsel] TO PREPARE A FORMAL ORDER SUBSEQUENT TO THE ISSUE OF ATTORNEY'S FEES BEING DETERMINED.**

This Order was served on Pierce via mail on January 31, 2025 (*see Exhibit A* – COS and copy of envelope), and Pierce cannot use a manufactured date of receipt of February 13, 2025 (as referenced in her Notice of Appeal) to try and save the timeliness of this appeal. *See* Rule 6(e), SCRCP (“Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper . . . and the notice of paper is served upon him by mail . . . five days shall be added to the prescribed period.”). Under any math, and irrespective of service defects regarding the notice (which Respondent addresses below), Pierce’s notice of appeal was not filed until March 12, 2025 and is untimely.

The second order was entered on February 26, 2025 following Plaintiff’s submission of its affidavit of attorneys’ fees, in which the circuit court ordered, in pertinent part, as follows:

**DEFENDANT'S MOTION IS TREATED AS A MOTION TO CROSS EXAMINE COUNSEL ON ATTORNEY FEES. DEFENDANT'S REQUEST TO CROSS EXAMINE IS UNTIMELY AND THEREFORE DENIED. ORDER ISSUED WITHOUT A FORMAL HEARING. NO FORMAL ORDER IS REQUESTED.**

Despite Pierce being copied on correspondence between Respondent’s counsel and the circuit court regarding the forthcoming proposed order requested by Judge McIntosh (*see Exhibit B*), Respondent still proceeded to file a notice of appeal the same day. Indeed, not only did Pierce fail

to serve her notice of appeal on Respondent as required by the Rules, both of these orders are interlocutory, not appealable, and are being used by Pierce to again delay the inevitable – the entry of a final judgment against her and her company, American Pharma.

### **LEGAL STANDARD**

“An appeal ordinarily may be pursued only after a party has obtained a final judgment.” *Hagood v. Sommerville*, 362 S.C. 191, 194, 607 S.E.2d 707, 708 (2005). “A final judgment is one that ends the action and leaves the court with nothing to do but enforce the judgment by execution.” *Tillman v. Tillman*, 420 S.C. 246, 249, 801 S.E.2d 757, 758 (Ct. App. 2017). “An order reserving an issue, or leaving open the possibility of further action by the trial court before the rights of the parties are resolved, is interlocutory.” *Id.* “An interlocutory order not governed by a specialized appealability statute is not immediately appealable unless it fits into one of the categories listed in section 14-3-330 of the South Carolina Code.” *Thornton v. S.C. Elec. & Gas Corp.*, 391 S.C. 297, 300, 705 S.E.2d 475, 477 (Ct. App. 2011). None of the circumstances set forth in section 14-3-330 of the South Carolina Code are applicable here. *See* S.C. Code Ann. § 14-3-330.

### **ARGUMENT**

As noted by former Chief Justice Jean H. Toal, “[b]ecause motions are used in the appellate courts to seek specific relief, there is no limit to the type of motion that could be filed in the appellate courts.” Jean H. Toal *et al.*, *Appellate Practice in South Carolina* 379 (3d ed. 2016).

This matter has already dragged on for more than two years. Pierce’s instant attempt to delay this matter via the filing of successive, baseless motions, and appeals should be rejected for any one of the three reasons set forth herein. This appeal should be dismissed on the following grounds:

**I. The Orders Are Interlocutory and Not Immediately Appealable**

The two Form 4 Orders referenced in Pierce’s Notice of Appeal are interlocutory in that they are not final judgments. *See, e.g., Hagood*, 362 S.C. at 194, 607 S.E.2d at 708 (“An appeal ordinarily may be pursued only after a party has obtained a final judgment.”); *see also Tillman*, 420 S.C. at 249, 801 S.E.2d at 758 (“A final judgment is one that ends the action and leaves the court with nothing to do but enforce the judgment by execution.”). The plain language of the Orders and the correspondence with the court and all parties alone demonstrates that these are clearly not final judgments. In fact, if anything, it is clear that this appeal is one of a long line of deliberate tactics designed by Pierce to try and avoid the entry of a final judgment against herself and her company. Given the above, this Court lacks jurisdiction to entertain this appeal. Accordingly, the appeal must be dismissed.

**II. Notwithstanding the Lack of Appealability of the Orders, Pierce Has Failed and Refused to Effectuate Proper Service of the Notice of Appeal and her Attempt to Appeal the January 31, 2025 Order Is Untimely.**

First, any attempt being made by Pierce to appeal the circuit court’s January 31, 2025 order was not timely filed served, as it was filed more than “thirty (30) days after receipt of written notice of entry of the order.” *See* Rule 203(b)(1), SCACR. Indeed, Appellant filed her Notice of Appeal on March 12, 2025, well after thirty days had passed from the service of the court’s January 31, 2025 order had occurred. Second, and similarly, any appeal of the circuit court’s February 26, 2025 has still not been served by Appellant on Respondent as required by Rule 203(b), SCACR.

As a threshold issue, Appellant still has not served Respondent with the notice of appeal as required by the Rules and has indicated a refusal to do so under the Rules and Procedures of this state. *See* Rule 203(b), SCACR (“A notice of appeal shall be served on all respondents within thirty days after receipt of written notice of entry of the order . . . .”). **Exhibit C** hereto is the

Certificate of Service Peirce provided via email to Respondent’s counsel, in which she admits that she is only attempting to serve the “Notice of Appeal to the respondent utilizing Electronic Service.” *See Exhibit C*. Reflecting a pattern of failure to appreciate the rules, refusal to abide by them, and ongoing litigation abuse, Pierce fails to accept that – as a pro se litigant – she is not at liberty to serve attorneys licensed in this state via electronic service without their express consent. In addition, she refuses to engage in appropriate mail service of any document on Respondent, and has made it her mission to create as much waste, expense, and delay as possible in this matter.

As Pierce is well aware (given multiple briefings in this matter on the issue before), the South Carolina Supreme Court’s May 6, 2022 Order concerning electronic service notes that “A self-represented litigant who is not a lawyer admitted to practice in this state may consent in writing to be served by e-mail and designate a correct e-mail address for service. A lawyer may consent in writing to accept service by e-mail from a self-represented litigant.” *See Order 2022-05-06-04*.

To date, Pierce has only emailed her Notice of Appeal to counsel for PlanetONE. (**Exhibit C**). As of March 13, 2025, service has not been effected or even attempted upon PlanetONE via any proper service method provided under the South Carolina Rules of Civil Procedure. Additionally, Pierce has neither sought nor obtained PlanetONE’s consent to be served via electronic means—and PlanetONE will not consent to such. Finally, Pierce remains a pro se litigant in this matter – her attorney having withdrawn last year. Therefore, service has not been effected and the Notice of Appeal should be dismissed. Pierce’s purported proof of service fails to satisfy the service of process requirements under the rules. *See, e.g., Rule 4(g), SCRCP* (“If service was by mail, the person serving process shall show in his proof of service the date and place of mailing, and attach a copy of the return receipt or returned envelope when received by him showing whether the mailing was accepted, refused, or otherwise returned.”).

**III. The Appeal is Frivolous and is an Attempt to Delay This Matter Further.**

Given the time and legal fees involved in responding to all of Pierce's appellate and trial court filings, PlanetONE continues to be damaged in both time spent and costs associated with Pierce's ongoing attempts to evade responsibility in the South Carolina court system. This is now her second appeal to the Court of Appeals, which failed the first time. It is clear that this is a frivolous Appeal filed only for the purposes of delay of an actual final judgment in this case as set forth above. As such, this motion should be granted and this appeal dismissed so that the circuit court may enter its long-awaited and, as shown in Exhibit B and the orders at issue, forthcoming final order of judgment against American Pharma and Pierce.

**IV. CONCLUSION AND REQUEST FOR EXPEDITED CONSIDERATION**

An appellant who fails to follow procedural requirements strips the court of appellate jurisdiction. *State v. Brown*, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004); *Great Games, Inc. v. S.C. Dep't of Revenue*, 339 S.C. 79, 83 n. 5, 529 S.E.2d 6, 8 n. 5 (2000); *see also* Rule 260(a), SCACR (requiring dismissal of an appeal when an appellant fails to comply with the Appellate Court Rules). Given any one of the reasons set forth herein, this Court lacks jurisdiction to entertain this appeal. Accordingly, the appeal must be dismissed.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ J. Patrick Bradley

Christopher B. Major (SC Bar No. 72872)

J. Patrick Bradley (SC Bar No. 103608)

ONE North Main Street, 2<sup>nd</sup> Floor

P.O. Box 2048 (29602)

Greenville, SC 29601

(864) 240-3200

[cmajor@hsblawfirm.com](mailto:cmajor@hsblawfirm.com)

[pbradley@hsblawfirm.com](mailto:pbradley@hsblawfirm.com)

*Attorneys for Respondent PlanetONE Packaging, LLC*

March 13, 2025  
Greenville, South Carolina

**Exhibit A**

**RECEIVED**

**Jan 27 2026**

**SC Court of Appeals**

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PlanetONE Packaging, LLC,

Plaintiff,

v.

American Pharma Machinery, LLC, and  
Dorothy Pierce a/k/a Dorothy Wells a/k/a  
Dorothy Aleweny a/k/a Queen Dorothy  
Amolo,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2023-CP-37-00232

**CERTIFICATE OF SERVICE**

I, the undersigned attorney for Plaintiff, PlanetONE Packaging, LLC, hereby certify that on January 31, 2025, I caused the Order filed by the Court on January 31, 2025 to be served upon Defendant Dorothy Pierce, pro se, via U.S. Mail, postage prepaid as indicated below:

Dorothy Pierce, pro se  
750 Mourning Dove Lane  
Seneca, SC 29678  
[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)

s/ Christopher B. Major \_\_\_\_\_  
Christopher B. Major (SC Bar No. 72872)  
ONE North Main Street, 2<sup>nd</sup> Floor (29601)  
P.O. Box 2048  
Greenville, South Carolina 29602  
(864)-240-3200  
[cmajor@hsblawfirm.com](mailto:cmajor@hsblawfirm.com)

*Attorney for Plaintiff PlanetONE Packaging, LLC*

**HAYNSWORTH  
SINKLER BOYD**

P.O. BOX 2048  
GREENVILLE, SOUTH CAROLINA 29602-2048



US POSTAGE PAID MARTINEY BOWES



ZIP 29601 \$ 000.97<sup>0</sup>  
02 4W  
0000391091 JAN 31 2025

Dorothy Pierce, pro se  
750 Mourning Dove Lane  
Seneca, SC 29678

**Exhibit B**

**RECEIVED**

**Jan 27 2026**

**SC Court of Appeals**

## Bradley, Patrick

---

**From:** McIntosh, Lawton Secretary (Tammy Jennings) <Imcintoshsc@sccourts.org>  
**Sent:** Wednesday, March 12, 2025 3:34 PM  
**To:** Bradley, Patrick; Dorothy Pierce; McIntosh, Lawton Law Clerk (Kjursten Collier); Amanda Watkins; Major, Chris; Pack, Angie; Bailey, Kimberly  
**Subject:** RE: Formal Order of Default Judgment 2023-CP-37-00232

Mr. Bradley,

Please e-file a proposed order on this matter for review.

Thank you,

*Tammy Jennings*  
Administrative Assistant  
Judge R. Lawton McIntosh  
P.O. Box 8002  
Anderson, SC 29622  
(864)- 260-4059  
Imcintoshsc@sccourts.org

---

**From:** Bradley, Patrick <pbradley@hsblawfirm.com>  
**Sent:** Tuesday, March 11, 2025 4:07 PM  
**To:** Dorothy Pierce <dorothypierce84@gmail.com>; McIntosh, Lawton Secretary (Tammy Jennings) <Imcintoshsc@sccourts.org>; McIntosh, Lawton Law Clerk (Kjursten Collier) <Imcintoshlc@sccourts.org>; Amanda Watkins <awatkins@oconeesc.com>; Major, Chris <cmajor@hsblawfirm.com>; Pack, Angie <apack@hsblawfirm.com>; Bailey, Kimberly <kbailey@hsblawfirm.com>  
**Subject:** RE: Formal Order of Default Judgment 2023-CP-37-00232

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

Judge McIntosh:

On behalf of the Plaintiff PlanetONE Packaging, LLC, I am writing to ask whether the Court needs anything further from my office regarding the final amount of damages and fees sought in the matter, or to request a status conference regarding the court's forthcoming judgment against the Defendants, if the Court deems it appropriate. For several reasons, we want to make sure the Court is not waiting on anything from Plaintiff at this time. One reason being – it has come to our attention that Ms. Pierce has, or is currently in the process of, attempting to hide, disburse, or transfer assets (including significant real property holdings in Oconee County) in a clear effort to try and subvert the forthcoming judgment in Plaintiff's favor in this matter.

In your January 31, 2025 Form 4 Order, the Court ordered as follows:

**DAMAGES AWARDED EXCLUDING ATTORNEY'S FEES. PLAINTIFF IS TO FILE AN AFFIDAVIT FOR ATTORNEY'S FEES AND SERVE DEFENDANT WITHIN TEN (10) DAYS. DEFENDANT HAS THE RIGHT TO REQUEST CROSS EXAMINATION OF PLAINTIFF'S COUNSEL. SUCH REQUEST MUST BE MADE IN WRITING WITHIN FIVE (5) DAYS OF THIS ORDER BEING FILED.**

**MR. BRADLEY TO PREPARE A FORMAL ORDER SUBSEQUENT TO THE ISSUE OF ATTORNEY'S FEES BEING DETERMINED.**

Following that, my office submitted our affidavit of attorneys' fees, Ms. Pierce filed a response, and the Court then issued a Form 4 Order on February 26, 2025, which ordered as follows:

**DEFENDANT'S MOTION IS TREATED AS A MOTION TO CROSS EXAMINE COUNSEL ON ATTORNEY FEES. DEFENDANT'S REQUEST TO CROSS EXAMINE IS UNTIMELY AND THEREFORE DENIED. ORDER ISSUED WITHOUT A FORMAL HEARING. NO FORMAL ORDER IS REQUESTED.**

Based on these two orders, I understand that the only remaining issue is the final figure of the damages and fees awarded to Plaintiff. Would you like my office to go ahead and prepare said proposed order with the proposed/sought damages and fees outlined therein?

We are happy to provide the Court with whatever it needs in this regard, and can proceed in submitting the Formal Order contemplated by your January 31<sup>st</sup> order this week if desired.

Thank you,  
Patrick



**J. Patrick Bradley** | Attorney  
Direct 864.240.4567 | [pbradley@hsblawfirm.com](mailto:pbradley@hsblawfirm.com)  
Haynsworth Sinkler Boyd, P.A.  
ONE North Main, 2nd Floor | Greenville, SC 29601  
Main 864.240.3200 | Fax 864.240.3300

[Web](#) | [Bio](#) | [vCard](#) | [Map](#) | [Linked In](#) | [Blog](#)

**From:** Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>  
**Sent:** Wednesday, March 5, 2025 8:57 AM  
**To:** McIntosh, Lawton Secretary (Tammy Jennings) <[lmcintoshsc@sccourts.org](mailto:lmcintoshsc@sccourts.org)>; McIntosh, Lawton Law Clerk (Grace Kerley) <[lmcintoshlc@sccourts.org](mailto:lmcintoshlc@sccourts.org)>; Amanda Watkins <[awatkins@oconeesc.com](mailto:awatkins@oconeesc.com)>; Major, Chris <[cmajor@hsblawfirm.com](mailto:cmajor@hsblawfirm.com)>; Bradley, Patrick <[pbradley@hsblawfirm.com](mailto:pbradley@hsblawfirm.com)>  
**Subject:** Formal Order of Default Judgment 2023-CP-3700232

Judge,

I'm inquiring if there will be a formal order regarding this matter or the form 4 is treated as a final order regarding the default Judge and Damages.

If a formal order will be prepared, I need a copy of it sent to me via email for review as per SC Rule 5(b)(3) before being filed with the court.

Thank you

**DOROTHY PIERCE**

**Justice is not a Privilege but a Fundamental Human Right.**

**"TRUTH is TREASON in an EMPIRE of LIES"**

**750 Mourning Dove Lane, Seneca, SC.29678**

**Tel: 864-324-3247**

---

***CONFIDENTIALITY NOTICE:** This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.*

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

**Exhibit C**

**RECEIVED**

**Jan 27 2026**

**SC Court of Appeals**

**NOTICE OF APPEAL IN A CIVIL CASE**  
**THE STATE OF SOUTH CAROLINA**

In The Court of Appeals

APPEAL FROM OCONEE COUNTY

Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

**CIRCUIT COURT CASE NO.: 2023-CP-37-00232**

Dorothy Pierce..... Appellant.

V.

Planetone Packaging..... Respondent.

**CERTIFICATE OF SERVICE**

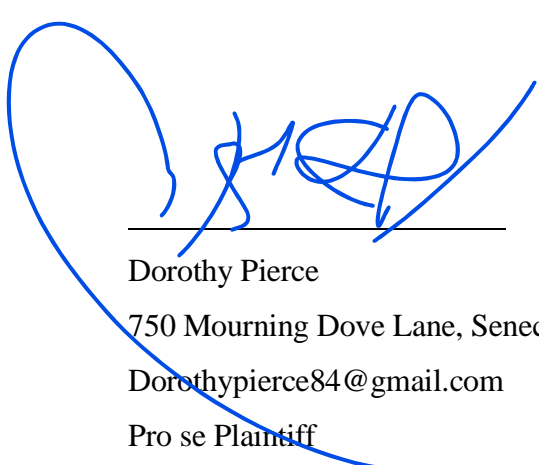
I certify that on March 12<sup>th</sup>, 2025, I served the foregoing Notice of Appeal to the respondent utilizing Electronic Service as follows:

CHRISTOPHER B. MAJOR

cmajor@hsblawfirm.com

One north main 2<sup>nd</sup> floor

Greenville South Carolina 29601



\_\_\_\_\_

Dorothy Pierce

750 Mourning Dove Lane, Seneca, SC 29678

Dorothypierce84@gmail.com

Pro se Plaintiff

**RECEIVED**  
**Mar 13 2025**  
**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM OCONEE COUNTY  
Court of Common Pleas

The Honorable R. Lawton McIntosh, Circuit Court Judge

Case No. 2023-CP-37-00232  
Appellate Case No. 2025-000490

PlanetONE Packaging, LLC, .....Respondent,

v.

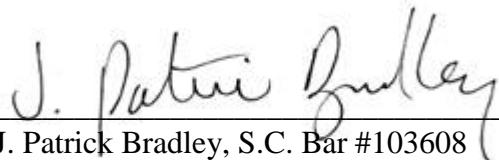
American Pharma Machinery, LLC, and Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo ..... Defendants,

OF WHOM Dorothy Pierce a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen Dorothy Amolo is the .....Appellant.

**PROOF OF SERVICE**

I, the undersigned counsel for Respondent, do hereby certify that I have on March 13, 2025, caused *Respondent's Motion to Dismiss* to be served via U.S. Mail, on the opposing party of record, who is proceeding pro se in this matter, at the address shown below:

Dorothy Pierce, pro se  
750 Mourning Dove Lane  
Seneca, SC 29678

  
\_\_\_\_\_  
J. Patrick Bradley, S.C. Bar #103608  
Haynsworth Sinkler Boyd, P.A.  
P.O. Box 2048  
Greenville, SC 29602  
864.240.3200  
[pbradley@hsblawfirm.com](mailto:pbradley@hsblawfirm.com)

**HAYNSWORTH  
SINKLER BOYD**

HAYNSWORTH SINKLER BOYD, P.A.  
ONE NORTH MAIN STREET, 2<sup>ND</sup> FLOOR  
P.O. BOX 2048 (29602)  
GREENVILLE, SOUTH CAROLINA 29601  
MAIN 864.240.3200  
FAX 864.240.3300  
www.hsblawfirm.com

**J. PATRICK BRADLEY**  
DIRECT 864.240.4567  
pbradley@hsblawfirm.com

March 13, 2025

**VIA FIRST CLASS MAIL**

Dorothy Pierce, pro se  
750 Mourning Dove Lane  
Seneca, SC 29678

**RECEIVED**  
**Mar 13 2025**  
**SC Court of Appeals**

RE: PlanetONE Packaging, LLC v. Dorothy Pierce, et. al.  
Appellate Case No. 2025-000490

Ms. Pierce:

Please find enclosed for service upon you Respondent PlanetONE Packaging, LLC's Motion to Dismiss, together with a Proof of Service for same, with regard to the above-referenced matter. This was filed with the South Carolina Court of Appeals today.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.

  
J. Patrick Bradley

Enclosures

# The South Carolina Court of Appeals

PlanetONE Packaging, LLC, Respondent,

v.

American Pharma Machinery, LLC, and Dorothy Pierce  
a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen  
Dorothy Amolo, Defendants,

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

Appellate Case No. 2025-000490

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## ORDER

---

On March 12, 2025, Appellant filed a notice of appeal from circuit court orders dated January 31, 2025, and February 26, 2025. In her notice of appeal, she stated she received the orders on February 13, 2025, and March 5, 2025, respectively. Appellant provided a proof of service, stating she served her notice of appeal on March 12, 2025, "utilizing [e]lectronic service" and providing the email address and street address for Respondent. On March 13, 2025, Respondent filed a motion to dismiss the appeal, arguing (1) the orders were interlocutory and not immediately appealable, (2) Appellant failed to serve her notice of appeal, and (3) the appeal is frivolous. Appellant filed a return, opposing dismissal.

On March 24, 2025, Appellant filed a motion to amend her notice of appeal to include an order filed March 24, 2025. Respondent filed a return, opposing Appellant's motion to amend. Appellant filed a reply.

On April 15, 2025, Appellant filed a separate notice of appeal from the March 24, 2025 order, which this court assigned appellate case number 2025-000731. With this notice of appeal, Appellant also included an April 1, 2025 order addressing attorney's fees. In light of the fact that Appellant has now appealed what appears

to be the final order, we deny the pending motions in the related appeal as moot. *See* S.C. Code Ann. § 14-3-330(1) (2017) (defining appellate jurisdiction to include "[a]ny intermediate judgment, order[,] or decree in a law case involving the merits in actions commenced in the court of common pleas or general sessions, brought there by original process or removed there from any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affected the judgment not before appealed from"); S.C. Code Ann. § 18-1-130 (2014) ("Upon an appeal from a judgment the court may review any intermediate order involving the merits and necessarily affecting the judgment."). Pursuant to Rule 214 of the South Carolina Appellate Court Rules, we consolidate appellate case number 2025-000731 and appellate case number 2025-000490. *See* Rule 214, SCACR ("Where there is more than one appeal from the same order, judgment, decision or decree, or where the same question is involved in two or more appeals in different cases, the appellate court may, in its discretion, order the appeal to be consolidated."). The parties must use appellate case number 2025-000490 for future filings.

  
\_\_\_\_\_  
FOR THE COURT

Columbia, South Carolina

**FILED**  
**May 30 2025**

cc:

Dorothy Pierce

Christopher B. Major, Esquire

John Patrick Bradley, Esquire



# South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

RECEIVED

Mar 12 2025

SC Court of Appeals

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at [transcripts@sccourts.org](mailto:transcripts@sccourts.org). If WebEx or DCRP were used to capture the record, please indicate below and send the form to [transcripts@sccourts.org](mailto:transcripts@sccourts.org).

| Requestor's Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Full Name</b><br>DOROTHY PIERCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                              | <b>Phone Number</b><br>8643243247                                                                                                                                                                                                                                                                                                                                                   |                                                                                             |
| <b>Email Address</b><br>DOROTHYPIERCE84@GMAIL.COM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                              | <b>Mailing Address</b><br>750 MOURNING DOVE LANE SENECA SC, 29678                                                                                                                                                                                                                                                                                                                   |                                                                                             |
| Is the requestor a party in the case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |
| If no, does the requestor represent a party? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of party _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |
| Transcript Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |
| <b>Docket Number</b><br>2023-CP-3700232                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Full Case Caption</b> (i.e. State v. John Doe or John Smith v. Jane<br>PLANETONE PACKAGING LLC V. DOROTHY PIERCE "ET AL") |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |
| <b>Date(s) of Proceeding</b><br>01-29-2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>County</b> OCONEE                                                                                                         | <b>Appeal pending</b><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                        | <b>Death Penalty</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>Presiding Judge</b><br>MCINTOSH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                              | <b>Special Circumstances</b><br>Is the hearing to be transcribed one of the following:<br><input type="checkbox"/> Termination of parental rights<br><input type="checkbox"/> Adoption<br><input type="checkbox"/> Any actions involving child custody/visitation.                                                                                                                  |                                                                                             |
| <b>Opposing Counsel(s)</b> (name and email address)<br>Bowman, Chad R.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                              | <b>Delivery Timeframe</b><br>(check Rule 607 for current page rates)<br><input type="checkbox"/> Quote<br><input type="checkbox"/> Rough Draft<br><input type="checkbox"/> Overnight delivery<br><input type="checkbox"/> Daily delivery<br><input type="checkbox"/> Expedited delivery (7 days) <b>Due on/before:</b> _____<br><input type="checkbox"/> Regular delivery (60 days) |                                                                                             |
| <b>Court Reporter</b> NOT SURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> WebEx<br><input type="checkbox"/> DCRP                                                              | <b>Delivery Method</b> (additional fees may apply)<br><input checked="" type="checkbox"/> PDF / Email<br><input type="checkbox"/> Hard Copy/Priority Mail (\$50 + shipping)<br><input type="checkbox"/> PDF & Hard Copy/Priority Mail (\$50 + shipping)                                                                                                                             |                                                                                             |
| <b>Portion of proceeding to be transcribed</b><br><input checked="" type="checkbox"/> Entire hearing<br><input type="checkbox"/> Void dire by juror<br><input type="checkbox"/> Jury selection<br><input type="checkbox"/> Plaintiff's opening statement<br><input type="checkbox"/> Defendant's opening statement<br><input type="checkbox"/> Plaintiff's closing arguments<br><input type="checkbox"/> Defendant's closing arguments<br><input type="checkbox"/> Entire direct examination<br><input type="checkbox"/> Entire cross examination<br><input type="checkbox"/> Entire redirect<br><input type="checkbox"/> Examination of witness (W) by attorney (A)<br>W: _____<br>A: _____<br><input type="checkbox"/> Ruling of the court |                                                                                                                              | <b>Responsible Payor</b><br><input checked="" type="checkbox"/> Private / Self<br><input type="checkbox"/> Court Appointed Counsel<br>Appeals Attorney _____<br>Email _____<br><input type="checkbox"/> Other _____                                                                                                                                                                 |                                                                                             |
| <b>Next Hearing Date</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |

Requestor's Signature: DOROTHY PIERCE Date: 03/12/2025

(Typed name will serve as signature)

**NOTE:** Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. *If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.*



# South Carolina Judicial Branch

## TRANSCRIPT REQUEST FORM

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If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter or transcriptionist.



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

June 09, 2025

Dorothy Pierce  
750 Mourning Dove Lane  
Seneca SC 29678

Re: PlanetONE Packaging LLC v. Dorothy Pierce AND PlanetONE Packaging  
v. Dorothy Pierce (2)  
Appellate Case No. 2025-000490

Dear Ms. Pierce:

We received your response to this Court's letter dated June 5, 2025 regarding the transcript order. Upon further review, our records indicate that the transcript has been ordered. Please disregard this Court's letter dated June 5, 2025. Within ten (10) days from the date of this letter, please provide an update regarding the status of the transcript delivery.

Very truly yours,

A handwritten signature in blue ink that reads "Catherine Harrison, deputy". The signature is written in a cursive style.

CLERK

cc: Christopher B. Major, Esquire  
John Patrick Bradley, Esquire

RECEIVED

Jul 14 2025

SC Court of Appeals

**From:** [Dorothy Pierce](#)  
**To:** [Court Of Appeals Filings](#)  
**Cc:** [Bradley, Patrick](#); [Major, Chris](#); [Crystal Banks](#); [Transcripts](#)  
**Subject:** Re: Transcript Status in Appellate Case No. 2025-000490  
**Date:** Monday, July 14, 2025 8:44:15 PM

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

Clerk,

Transcript received.

Thank you.

Dorothy Pierce, Appellant

On Mon, Jul 7, 2025 at 3:16 PM Court Of Appeals Filings <[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)> wrote:

The Court has received your filing. A stamped copy is attached for your records.

Thank you.

---

**From:** Dorothy Pierce <[dorothypierce84@gmail.com](mailto:dorothypierce84@gmail.com)>  
**Sent:** Monday, July 7, 2025 1:28 PM  
**To:** Court Of Appeals Filings <[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)>; Bradley, Patrick <[pbradley@hsblawfirm.com](mailto:pbradley@hsblawfirm.com)>; Major, Chris <[cmajor@hsblawfirm.com](mailto:cmajor@hsblawfirm.com)>; Crystal Banks <[Crystalb321@outlook.com](mailto:Crystalb321@outlook.com)>; Transcripts <[transcripts@sccourts.org](mailto:transcripts@sccourts.org)>  
**Subject:** Transcript Status in Appellate Case No. 2025-000490

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

Dear Clerk Kitchings,

I am writing in response to your letter dated June 24, 2025, regarding the status of the transcript in *PlanetONE Packaging LLC v. Dorothy Pierce*, Appellate Case No. 2025-000490.

Please be advised that I have not yet received the transcript. This email follows my initial email sent on June 25, 2025, to both the Court and the Office of Court Administration to request confirmation of the assigned court reporter and to inquire about the status of transcript production, as I had not received any prior communication.

Following that inquiry, I discovered that a response had actually been sent to me by the

assigned court reporter, Ms. Crystal Banks. However, her message had been deposited in my email spam folder, likely because it originated from a personal Outlook email address rather than an official [sccourts.org](http://sccourts.org) account.

As part of my continued efforts, I followed up again this morning, **July 8, 2025**, by sending Ms. Banks another email to request a status update and confirm progress. She has since responded, reaffirming that she is processing the transcript.

**In her email, Ms. Banks stated that she had been on vacation and was unaware of my earlier attempts to contact her. She confirmed that she will check her P.O. Box for the \$170 payment I mailed and that the transcript is in process. She also indicated that another party may have been designated the original requester, which will reduce my transcript copy rate to \$1 per page. She also mentioned that another party may have become the original requester, which would reduce my rate to \$1 per page.**

I am providing this update today, July 7, 2025, due to the July 4th holiday weekend and the delay caused by the misdirected email.

I will continue to follow up with Ms. Banks and will promptly notify the Court once the transcript is received or a completion date is confirmed. I have copied the South Carolina Office of Court Administration and opposing counsel, in accordance with Rule 207 of the South Carolina Appellate Court Rules.

All email correspondence are herein attached.

Thank you for your attention to this matter.

Sincerely,

--

**DOROTHY PIERCE**

**Justice is not a Privilege but a Fundamental Human Right.**

**"TRUTH is TREASON in an EMPIRE of LIES"**

**750 Mourning Dove Lane, Seneca, SC.29678**

**Tel: 864-324-3247**

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--

**DOROTHY PIERCE**

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**"TRUTH is TREASON in an EMPIRE of LIES"**

**750 Mourning Dove Lane, Seneca, SC.29678**

**Tel: 864-324-3247**

# The South Carolina Court of Appeals

PlanetONE Packaging, LLC, Respondent,

v.

American Pharma Machinery, LLC, and Dorothy Pierce  
a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen  
Dorothy Amolo, Defendants,

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

AND

PlanetONE Packaging, LLC, Respondent,

v.

American Pharma Machinery, LLC, and Dorothy Pierce  
a/k/a Dorothy Wells a/k/a Dorothy Aleweny a/k/a Queen  
Dorothy Amolo, Defendants,

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

Appellate Case No. 2025-000490

The Honorable R. Lawton McIntosh  
Oconee County  
Trial Court Case No. 2023CP3700232

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ORDER

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Appellant has filed a motion for extension of time to serve and file the appellant's initial brief and designation of matter. This motion is Granted. The appellant's initial brief and designation of matter have been received and are accepted as filed.

The time for serving and filing the respondent's initial brief and designation of matter is hereby extended until December 2, 2025.

FOR THE COURT

BY Jasmine D. Smith, Deputy  
CLERK

Columbia, South Carolina

**FILED**  
**Nov 12 2025**

cc:

Dorothy Pierce

Christopher B. Major, Esquire

John Patrick Bradley, Esquire

**RECEIVED**

**Jan 27 2026**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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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.

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**Case No. 2023-CP-37-00232**

**Appellate Case No. 2025-00049**

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**PROOF OF SERVICE**

I, Dorothy Pierce, on this January 26, 2026, I served a true and correct copy of **Appellant's Return to Respondent's Renewed Motion to Dismiss Appeal** upon counsel for Respondent, **PlanetONE Packaging, LLC**, by the following methods:

**Electronic Service (Email):**

Service was made by electronic mail to Respondent's counsel of record at the email addresses regularly used by counsel in this appeal and throughout the litigation: [cmajor@hsblawfirm.com](mailto:cmajor@hsblawfirm.com) and [pbradley@hsblawfirm.com](mailto:pbradley@hsblawfirm.com)

**United States Mail:**

A paper copy was deposited in the United States Mail, postage prepaid, addressed to:

Christopher B. Major  
J. Patrick Bradley  
Haynsworth Sinkler Boyd, P.A.  
P.O. Box 2048  
Greenville, SC 29602-2048  
Attorneys for Respondent



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DOROTHY PIERCE

750 Mourning Dove Ln. Seneca, South Carolina 29678

(864) 324-3247

dorothypierce84@gmail.com