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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

T.W. McGee, III, Circuit Court Judge

Appellate Case No. 2025-000104

Great Deal Investing LLC, of Wyoming, Appellant,

v.

Jared Burnett, Brett Buras, Damian Bergamaschi, Steve Decker, J&B Holdings Group, LLC, and Hatchery Hill MHC, LLC, Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	IN THE COURT OF COMMON PLEAS Civil Action No. 2024-CP-38-00733 **ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

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PROCEDURAL BACKGROUND

This matter came before the Court on September 5, 2024, 2:00 p.m. for a hearing on several motions: (1) Defendants' Motion to Dismiss Plaintiff's Amended Complaint pursuant to Rule 12(b)(6), SCRCP; (2) Defendants' Motion to Quash several Subpoenas to Third Parties;[1] (3) Plaintiff's Motion for Summary Judgment and (4) Defendants' Motion for Summary Judgment. Counsel for the Defendants, Joey R. Floyd, and Counsel for the Plaintiff, Greg Studemeyer, both appeared and argued all of the pending motions in this civil action. This Court also provided the Plaintiff with an opportunity to provide a Supplemental Memorandum and Counsel for the Defendants provided its Reply Memorandum. Thereafter, Counsel for Plaintiff filed a Reply Memorandum.

[1] By virtue of this Order granting the Defendants' Motion for Summary Judgment, a ruling on the Defendants' Motion to Quash the Subpoenas is not necessary since this Order renders the Motion to Quash moot. To the extent that a ruling is necessary, the Defendants' Motion to Quash the Subpoenas is hereby granted and the Third Parties do not have to respond to the Subpoenas, to the extent that any of the third parties have not already responded. This Order also renders Defendants' Motion to Dismiss moot.

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The Plaintiff has filed this civil action asserting four causes of action against the Defendants: (1) Breach of Contract, (2) Breach of Contract accompanied by a Fraudulent Act, (3) Civil Conspiracy and (4) Unfair Trade Practices Act. In terms of the Motions for Summary Judgment, the Plaintiff has moved for Summary Judgment on all causes of Action and the Defendants have moved for Summary Judgment on the basis that the Plaintiff and/or the Plaintiff's Member's activities require a Real Estate License issued by the South Carolina Real Estate Commission. The Defendants maintain that some individual must be licensed by the Real Estate Commission based on the allegations of the Amended Complaint, along with the admitted actions and activities of Plaintiff and/or Plaintiff's Member. The Plaintiff contends that since it is a limited liability company, it is "not required" to have a license.

FACTUAL BACKGROUND

This civil action is based entirely on an alleged "Finder's Fee Contract" entered into between Plaintiff and Defendant J&B Holdings Group, LLC on October 30, 2023. See Plaintiff's Amended Complaint, ¶ 22, 27, 28 and 29. A copy of the Finder's Fee Contract is attached to the Amended Complaint as Exhibit C.[2] The Plaintiff is a Wyoming limited liability company. See Plaintiff's Amended Complaint, ¶ 3. The member of the Wyoming limited liability company, Nathan Johns, resides in and allegedly conducts business out of his home in Indiana. See Affidavit of Nathan Johns, ¶ 2.

Plaintiff alleges that it is owed a "Finder's Fee" of seven percent (7%) of the final purchase price of a real estate transaction, the sale of certain real property in Cordova, South Carolina (the real property is located in Orangeburg County, South Carolina). See Amended Complaint ¶¶ 28, 32 and 36. Notably, the Plaintiff has filed this lawsuit in Orangeburg County, South Carolina

[2] Documents attached to pleadings as exhibits are pleadings. Rule 10(c), SCRCP.

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seeking a remedy based on South Carolina law, in connection with a real estate transaction that involves South Carolina real property. And, at the same time, Plaintiff maintains that it is not subject to the Real Estate licensing laws of South Carolina.

It is undisputed that Plaintiff and its Member, Nathan Johns, are not licensed by the South Carolina Real Estate Commission (the South Carolina Department of Labor, Licensing and Regulation). See Finder's Fee Contract, Affidavit of Nathan Johns and Affidavit from the South Carolina LLR. For the reasons set forth herein, the Finder's Fee Contract is an illegal contract, which cannot be enforced by the Plaintiff in this civil action. All of Plaintiff's causes of action fail, as a matter of law; the Defendants' Motion for Summary Judgment is hereby GRANTED and the Plaintiff's Motion for Summary Judgment is DENIED.

STANDARD

Our Courts have recently reaffirmed the "genuine issue of material fact" standard for Summary Judgment. In particular, the South Carolina Supreme Court has set forth the following standard for Summary Judgment:

> We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule. As we stated in *Town of Hollywood v. Floyd*, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." 403 S.C. at 477, 744 S.E.2d at 166. To the extent what we said in *Hancock* is inconsistent with our decision today, *Hancock* is overruled. *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463–64, 892 S.E.2d 297, 301 (2023).

In the case at hand, there is no "genuine issue of material fact" because Plaintiff does not have the necessary licensure / qualifications to serve as a Real Estate Brokerage Firm nor does its Member hold a license. This failure to hold the necessary licensure bars Plaintiff from maintaining

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this civil action. The unlawful acts of Plaintiff, and its Member, operate as a complete bar to recovery for Plaintiff.

FINDINGS / HOLDING

I. The Plaintiff's causes of action fail because: (a) the alleged "Finder's Fee Contract" is an illegal contract and (b) Plaintiff and/or its member/agent were practicing real estate without a license from the South Carolina Real Estate Commission (the South Carolina Department of Labor, Licensing & Regulation.)

The Plaintiff's basis for this lawsuit is the "Finder's Fee Contract" dated/signed on October 30, 2023, attached to the Plaintiff's Complaint as Exhibit C.[3] The Plaintiff in this case is seeking compensation, a 7% fee, in connection with property purchased by Hatchery Hill MHC, LLC in Orangeburg County, South Carolina. The "Finder's Fee Contract" expressly states that Plaintiff "is not a real estate agent / broker / Realtor and [Plaintiff] holds no professional licenses." See Exhibit C attached to Plaintiff's Amended Complaint at p. 2 (emphasis added). Nathan Johns signed the "Finder's Fee Contract" as "Member" of Plaintiff. An Affidavit from the South Carolina Department of Labor, Licensing and Regulation ("the LLR"), was filed with this Court August 19, 2024, attesting that neither the Plaintiff, nor its Member, Nathan Johns, are licensed by the South Carolina Real Estate Commission / the LLR.

Plaintiff makes the following allegations in the Amended Complaint:

- "Under the terms of the contract, Plaintiff agreed to identify property and sellers to J & B in exchange for a fee of seven percent (7%) of the final purchase price." Plaintiff's Amended Complaint ¶ 28.
- "Thereafter, the Plaintiff introduced [Defendants] to several properties..." Plaintiff's Amended Complaint ¶ 31.
- "On or about February 20, 2024, the Plaintiff identified Buras to Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential

[3] The "Finder's Fee Contract" includes the signatures of Plaintiff (Nathan Johns, identified as "Member") and J&B Holdings Group, LLC (Brett Buras, identified as a "Managing Member").

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> seller of a mobile home park located in Cordova, South Carolina and notified Buras by email on February 21, 2024."[4] Plaintiff's Amended Complaint ¶ 32 (emphasis added).
>
> - "On February 22, 2024, at Buras' request, the Plaintiff scheduled a telephone call with Couvillion to introduce her to Buras and Bergamaschi." See ¶ 33 of Amended Complaint (emphasis added).

As an aside, Exhibit B (email) attached to the Plaintiff's Amended Complaint provides additional evidence that Plaintiff and Nathan Johns (Member of the Plaintiff) were serving as a Real Estate Brokerage Firm and a real estate Broker, respectively, without a license. Exhibit B to Plaintiff's Amended Complaint relays information identifying properties, asking price, various pricing issues, terms of financing available, ability to introduce various sellers, etc... In summary, the email has all of the telltale signs of being a communication from a real estate broker to a potential buyer based on the information being relayed in the email.

Companies, corporations and/or limited liability companies can only act, or take action, by and through individuals (i.e. individual members, individual officers, individual employees, individual agents, etc...). In other words, some natural person has to act on behalf of the limited liability company for the limited liability company to take action. In the case at hand, as it relates to the illegal "Finder's Fee Contract," a person/individual would have to actually locate, or "find," real property owned by potential sellers to present to potential buyers in order to earn a "Fee." A limited liability company cannot "schedule a call" or "introduce people to one another" – those actions can only be taken by an individual person who completes the specific task. As a practical matter, limited liability companies cannot "take licensing exam tests" – an individual is required to take professional licensing tests. In turn, the LLR is able to discipline the licensee, when necessary, for professional licensure violations (as the license holder is the professional who must

[4] Pecan Grove Digs, LLC is a South Carolina limited liability company.

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answer to the LLR regarding licensure issues). A similar structure is illustrated by the legal profession – it is the individual lawyer who sits for the bar exam and answers to the Supreme Court for their license, not the law firm as a corporate entity.

The Affidavit of Nathan Johns also notates that Nathan Johns admits to taking certain actions / conducting certain activities relating to real estate located in South Carolina:

- "...I sent Buras a list of properties to consider as shown in Exhibit 1." Affidavit of Nathan Johns, ¶ 22.
- "I identified Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential seller of a mobile home park located in Cordova, South Carolina, and notified Buras by email on February 21, 2024. Affidavit of Nathan Johns, ¶ 24.
- "...I scheduled a telephone call with Couvillion to introduce her to Buras." Affidavit of Nathan Johns, ¶ 25.
- "On February 26, 2024, Buras requested and I provided Couvillion's email address." Affidavit of Nathan Johns, ¶ 26.

South Carolina Code § 40-57-30(3)(a)-(f) defines the practice of a real estate broker as:

> "Broker" means an associated licensee who has met the experience and education requirements and has passed the examination for a broker license and who, for a fee, salary, commission, referral fee, or other valuable consideration, or who, with the intent or expectation of receiving compensation:
> (a) negotiates or attempts to negotiate the listing, sale, purchase, exchange, lease, or other disposition of real estate or the improvements to the real estate;
> (b) auctions or offers to auction real estate in accordance with Section 40-6-250;
> (c) for a fee or valuable consideration solicits a referral;
> (d) offers services as a real estate consultant, counselor, or transaction manager;
> (e) offers to act as a subagent of a real estate brokerage firm representing a client in a real estate transaction; or
> (f) advertises or otherwise represents to the public as being engaged in any of the foregoing activities.

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(emphasis added).

Based on the admissions and allegations of Plaintiff and Nathan Johns (i.e. the allegations of the Amended Complaint and the Affidavit of Nathan Johns), Nathan Johns' actions and activities fit squarely in the definition of a Broker.[5]

A Real Estate Brokerage Firm "means a real estate company engaged in the business of real estate brokerage." S.C. Code § 40-57-30(24). Real Estate Brokerage is defined as "the aspect of the real estate business that involves activities relative to property management or a real estate sale, exchange, purchase, lease." S.C. Code § 40-57-30(23), emphasis added. Plaintiff acknowledges, in its Amended Complaint, that Plaintiff was involved in activities related to a real estate sale because Plaintiff alleges that he/it introduced the sellers and buyers of real estate. As the Plaintiff's action fits squarely within the definition of a South Carolina Real Estate Brokerage Firm based on its alleged activities relating to the property located in South Carolina. A Real Estate Brokerage Firm must have a licensed Broker in Charge at every Real Estate Brokerage Firm. See S.C. Code § 40-57-135(C)(2). In reviewing the obligations of a licensed Broker in Charge, this Court notes that there are a number of significant statutory duties and obligations for which a Broker In Charge is responsible. See S.C. Code § 40-57-135. Some of those statutory duties of a licensed broker in charge include:

- supervising employees, S.C. Code § 40-57-135(A)(1)
- supervising licensees, S.C. Code § 40-57-135(A)(1)
- approval of documents, S.C. Code § 40-57-135(A)(2)
- be available to the public during business hours, S.C. Code § 40-57-135(A)(4)

[5] The Finder's Fee Contract clearly demonstrates that the Plaintiff represents to the public as being engaged in activities of a broker as contemplated in SC Code § 40-57-30(3)(f).

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- Ensure that all associated licensees have an active real estate license (i.e. ensure compliance with the licensing law), S.C. Code § 40-57-135(A)(6)
- establish and maintain trust accounts, S.C. Code § 40-57-135(A)(7)
- establish a specific office location to be accessible to the public, investigators and inspectors during reasonable business hours, S.C. Code § 40-57-135(C)(1)
- record keeping obligations for five years, S.C. Code § 40-57-135(D)(1)
- various duties owed to buyers and sellers, S.C. Code § 40-57-135(H)
- ensure that unlicensed employees do not take actions that require a real estate license, etc...). S.C. Code § 40-57-135(K)

While the Real Estate Brokerage Firm may not "hold the license," a Real Estate Brokerage firm is required to have a licensed Broker in Charge and any individual taking actions that fall within the definition of a Broker must be licensed. In fact, it is the Broker In Charge's obligation to ensure that unlicensed employees do not take actions that require a real estate license. See S.C. Code § 40-57-135(K)(1-10). To be more specific, as it relates to this civil action, S.C. Code § 40-57-135(K)(9) expressly states that an unlicensed employee working under the supervision of a Broker In Charge "may not ... negotiate or agree to compensation or commission including, but not limited to, a percentage of commission or an amount based on the listing or sales compensation or commission." (emphasis added) In other words, even if Nathan Johns had been working under the supervision of a Broker In Charge, Nathan Johns (who does not hold a license) would have been acting unlawfully and in violation of the licensing statute by agreeing to and entering into the "Finder's Fee Contract" because there is an express statutory prohibition forbidding Nathan Johns from taking the very actions upon which this entire case is based, i.e. the Finder's Fee Contract.

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Plaintiff effectively argues that there is some statutory loophole that would enable Plaintiff to conduct real estate activities relating to real property in South Carolina without complying with South Carolina's Real Estate licensing law. Plaintiff suggests that since the activities of Nathan Johns took place in Indiana, Nathan Johns is not subject to this State's Real Estate licensing laws. Our legislature has made a clear statutory provision for "Nonresident licensees." See S.C. Code § 40-57-120. The South Carolina Legislature has given authority to the South Carolina Real Estate Commission to allow Nonresident licensees under very strict parameters and controls. Notably, the nonresident licensee has to comply with the licensing law (S.C. Code § 40-57-120(D)) and notify the commission if the nonresident licensee changes his/her residency (S.C. Code § 40-57-120(C)(2)). In other words, it does not matter where a person lives, or conducts business ... If the individual is taking action involving real estate in South Carolina that fall within the licensing statute, that particular person must be licensed and the Real Estate Brokerage Firm must have a licensed Broker In Charge.

To reach any other conclusion would be an offense to all of the properly licensed Brokers, Brokers In Charge and Nonresident Licensees. Under the Plaintiff's theory, any limited liability company or corporation could avoid the real estate licensure requirements in South Carolina by simply setting up an office in Charlotte, North Carolina, conduct business "remotely" and never step foot in South Carolina. There is no "loophole" for a limited liability company, as suggested by Plaintiff. The licensing statute makes it clear to all that **it is unlawful to practice real estate as a broker, agent, salesperson, or property manager without obtaining the proper license from the South Carolina Real Estate Commission.** See S.C. Code § 40-57-20. Based on this Court's analysis of the licensing statute, S.C. Code § 40-57-5, et.al., someone (an individual) must have a real estate license in order to receive a commission in connection with the sale of real

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property in South Carolina. The South Carolina legislature enacted S.C. Code § 40-57-5 through § 40-57-810 to "regulate the real estate industry so as to protect the public's interest when involved in real estate transactions." S.C. Code § 40-57-10.

To further solidify this Court's understanding of the licensing statute, the South Carolina Court of Appeals has opined on what actions rise to the level of serving as a Real Estate Broker in South Caolina. In *Roberts v. Gaskins*, 327 SC 478, 486 S.E.2d 771 (Ct. App. 1997), the South Carolina Court of Appeals stated that:

> It is generally recognized that a broker 'negotiates' within the meaning of the licensing statutes ***just as much when he brings the parties together in such a frame of mind that they can by themselves evolve a plan*** of procedure as when he carries on the discussion and personally induces an agreement to accept a specific provision. *Roberts* at 488.

The *Roberts* Court went on to add that:

> We, therefore, conclude that a business broker unlicensed as a real estate broker may enforce a commission contractually earned on the sale of the personal property of a business, irrespective of the form of sale, even though the sale may include real estate; provided, of course, **no commission can be based either directly or indirectly on the value of the real property involved**. *Roberts* at 490.

Because Plaintiff has alleged in its Amended Complaint that it introduced the potential buyer and the potential seller, i.e. bringing the parties together in a frame of mind that they could themselves evolve a plan, Nathan Johns and the Plaintiff were engaged in and/or involved in activities that trigger the licensure requirements set forth in S.C. Code § 40-57-5, et.al.

S.C. Code § 40-57-20 provides:

> **It is unlawful for an individual to act as a real estate broker, real estate salesperson, or real estate property manager or to advertise or provide services as such without an active, valid license issued by the commission.** (emphasis added)

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S.C. Code § 40-57-780, notes that the penalty for the unlicensed practice of real estate is considered a misdemeanor:

> A real estate broker, salesperson, or property manager who fails to renew *or register a license and continues to engage in the business permitted pursuant to the license* is guilty of a misdemeanor and, upon conviction, must be fined not more than five hundred dollars or imprisoned not more than six months, or both. (emphasis added)

To further drive home the point of the unlawful practice of real estate, S.C. Code § 40-57-710(A)(1)-(29) states in, relevant part, that the Real Estate Commission can deny a license to an applicant licensure if the applicant takes certain actions without a license:

> (A) In addition to Section 40-1-110, the commission may deny issuance of a license to an applicant or may take disciplinary action against a licensee who:
> (12) pays a commission or compensation to an unlicensed individual for activities requiring a license under this chapter. Notwithstanding this section, a licensee may not pay or offer to pay a referral fee or finder's fee to an unlicensed individual who is not a party in the real estate sales or rental transaction;
> (21) violates a provision of this chapter or a regulation promulgated under this chapter;
> (22) violates a rule or order of the commission.
>
> S.C. Code § 40-57-710(A)(12), (21) and (22) (emphasis added).

The ***only*** exception to the licensure requirements relating to a "Finder's Fee" can be found in S.C. Code § 27-32-115, which relates to a vacation time sharing plan. This exception does not apply in this case because the property at issue in this case was a mobile home park, not a vacation time sharing plan.

The South Carolina Supreme Court has held that "when determining the effect of statutory language, the cannon of construction *expressio unius exclusio alterius*. . . holds that to express or include one thing implies the exclusion of another." *City of Rock Hill v. Harris*, 391 S.C. 149, 154 (S.C. 2011) (internal quotations omitted). In the present case, the licensing statute (S.C. Code §

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57-40-5, et.seq.) clearly prohibits a "finder's fee" to an unlicensed broker since the only exception for a Finder's Fee is in connection with an owner of a vacation time sharing plan.

Furthermore, the actions of Nathan Johns are one in the same with Plaintiff since Nathan Johns is the Member of Plaintiff and Nathan Johns was the individual taking action on behalf of the Plaintiff. South Carolina has a long-standing principle that a party cannot recover damages by virtue of unlawful acts or participation in unlawful acts. **"[I]t is a well founded principle of law that no person be permitted to acquire a right of action from their own unlawful act and one who participates in an unlawful act cannot recover damages for the consequences of that act. This rule applies at both law and in equity and whether the cause of action is in contract or tort."** *Jackson v. Bi-Lo Stores*, 313 S.C. 272, 276 (Ct. App. 1993) (citations, including internal citations, omitted). Emphasis added by Defendants. By virtue of the Plaintiff's violation of the licensing statute (i.e. failing to have a licensed Broker In Charge) and/or Plaintiff's participation in the unlawful acts of Nathan Johns (i.e. acting as a Broker), the Plaintiff is barred from any recovery in this civil action, at law and in equity, in contract and tort.

II. South Carolina has a clear policy position for not enforcing finder's fees for unlicensed brokers.

a. Attorney General Opinions.

The South Carolina Attorney General has addressed the question of payment of 'finder's fees' twice in connection with this licensing issue of practicing real estate. In its first Opinion, from 1972, the South Carolina Attorney General's Office stated that:

> [Title 40, Chapter 57] defines "broker" in broad comprehensive language and . . . includes any person who engages in the business of charging an advance fee or contracting for collection of a fee in connection with any contract whereby he undertakes primarily to promote the sale of real estate . . . or for referral of information concerning such real estate to brokers. . . .It appears to be clear that the applicable State Law ... includes a "finder" within the category

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> of one who charges a fee for referral of information concerning real estate to brokers, *and makes this practice unlawful if conducted by an unlicensed person.* 1972 WL 20472 (S.C.A.G.) (emphasis added).

Almost 34 years later, the office of the South Carolina Attorney General was again asked to analyze a "finder's fee." In 2006, the Attorney General's office was asked the following question: "the legality of a developer of a residential community providing a nominal token gift to homebuyers upon their referral of new homebuyers who end up purchasing from that developer." The Attorney General's office concluded that a "nominal token gift" in the context of "bringing the prospective buyer and developer together" brought the actions within the licensing statute definition of a broker. The opinion states that:

> [H]aving determined the referring homebuyer, as described in your letter, meets the statutory definition of a broker *by bringing the prospective buyer and developer together in exchange for valuable consideration*, we arrive at the same conclusion reached in our 1972 opinion. 2006 WL 1207279 (S.C.A.G.) (emphasis added).

In other words, if a developer cannot give a homeowner a token gift, a "finder's fee," for referring a potential homebuyer (i.e. bringing developer and potential homebuyer together to negotiate their own deal), because those actions fit within the definition of a broker, the payment of 7% commission of a purchase price of real property to an unlicensed person, or entity, certainly fits within the statutory definition of a Broker and a license is required. Therefore, the Plaintiff's actions in this case are unlawful rendering the "Finder's Fee Contract" an illegal and unenforceable contract.

In 2023, the Attorney General's office addressed "online travel agencies," to which the Plaintiff points to as being authoritative. The 2023 Attorney General opinion did not involve the question of "Finder Fees" and the opinion provides no summary of what actions, if any, the online travel agencies were taking in connection with real property. Instead, the opinion attempts to

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analyze whether online travel agencies are required to have a license from the South Carolina Real Estate Commission. The 2023 opinion does not have any discussion about what actions, if any, were being conducted by individuals. From this Court's perspective, the most important language can be found towards the end of the opinion. In particular, the closing paragraph of the opinion states that:

> "OTAs, while not required to be licensed, may be engaging in activities **if performed by an individual** may subject them to the licensing requirements in Chapter 57." (emphasis by Defendants)

In other words, if there are individuals involved, the licensing statute would require licensure. In addition, footnote 1 of the 2023 opinion notes that:

> We are concerned about the role OTAs play, especially if the OTA is processing the transaction. But, as we stated previously, that role should be examined by a court that can hear all the evidence in support and against this assertion.

It is important to also recognize that the Attorney General's opinion did not examine, or address, the enforceability of the underlying transactions between those actually involved in the transaction. The 2023 opinion was essentially given from the perspective of observing online travel agencies. The 2023 Attorney General opinion is simply not relevant to the facts in this case since the 2023 opinion did not involve the purchase / sale of real property. 2023 WL 2358256 (S.C.A.G.).

In the case at hand, Plaintiff has admitted to practicing real estate as a Real Estate Brokerage Firm and Nathan Johns has admitted to taking actions that rise to the level of a Broker ... both of which require a South Carolina Real Estate license from the South Carolina Real Estate Commission. All of the actions of Nathan Johns are attributable to Plaintiff and Plaintiff participated in the unlawful acts of Nathan Johns (i.e. Nathan Johns was practicing real estate without a license). Therefore, the "Finder's Fee Contract" is an illegal and unenforceable contract.

b. **Statutory Interpretation.**

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Statutes are to be construed to effectuate the intent of the General Assembly. *Hodges v. Rainey*, 341 S.C. 79, 85 (2000). Further, the South Carolina Supreme Court stated that "[i]n the end however, we will reject any interpretation that would lead to a result so absurd that the General Assembly could not have intended it." *16 Jade St., LLC v. R. Design Constr. Co., LLC*, 398 S.C. 338, 343 (2012).

To highlight the unusual nature of the Plaintiff's argument, i.e. that there is some statutory loophole for a limited liability company to conduct real estate activities, it is helpful to sample a few other chapters of Title 40 relating to the licensure of other professionals regulated by the LLR. As to Architects, S.C. Code 40-3-20 defines "Architect" as "an individual." As to dentists, S. C. Code 40-15-70 defines the practice of dentistry as "any *person* who..." As to pharmacists, S.C. Code 40-43-20 states that "it is unlawful for *an individual* to engage in the practice of pharmacy unless currently licensed pursuant to this chapter." (emphasis added). In other words, an individual is the person who holds the license to practice because the LLR must have the ability to regulate and discipline the individual license holder to hold individuals responsible. Under the real estate licensing law, the LLR holds a broker in charge responsible if a Real Estate Brokerage Firm fails to adhere to the licensing statute. Under the Plaintiff's analysis, a foreign limited liability company law firm could keep an office in Indiana, prepare legal documents / filings to be used in South Carolina and avoid the licensing laws related to South Carolina attorneys by using this same argument: "it is a limited liability company and no license is required under the attorney licensing requirements."

Plaintiff seeks protection from the licensing statute by attempting to hide behind a foreign limited liability company to avoid the licensure requirements of S.C. Code 40-57-5 et seq., while simultaneously asking this Court to enforce a contract in South Carolina relating to a real property

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transaction in South Carolina. It is not logical to believe that a foreign limited liability company can engage in the practice of real estate, architecture, dentistry, pharmacy, law, etc... by arguing that the licensing statutes apply to "individuals" or "persons," and do not apply to foreign limited liability companies. Plaintiff's argument leads to such an absurd conclusion that the General Assembly could not possibly have intended to allow a foreign limited liability company to completely avoid licensure requirements and practice real estate in South Carolina. *See 16 Jade St., LLC* at 343. There is no loophole in the Real Estate Licensing statute for a limited liability company. A limited liability company would be a Real Estate Brokerage Firm and is required to have a broker in charge supervise and be responsible to answer to the Real Estate Commission. Additionally, the Real Estate Commission has made provision for nonresident licensees. Nathan Johns' unlawful conduct, and the unlawful conduct of Plaintiff's failure to have a licensed Broker in Charge, precludes the Plaintiff from any recovery, in contract or tort, as a result of Plaintiff's participation in the unlawful activities of Nathan Johns.

Conclusion

Plaintiff, and its Member, Nathan Johns, have admitted to conduct requiring licensure under S.C. Code § 40-57-5 *et seq*. Nathan Johns' actions, as admitted in his Affidavit, require licensure. The Plaintiff's activities rise to the level of a Real Estate Brokerage Firm, which requires the supervision of a Broker In Charge. In this case, Nathan Johns does not have a real estate (Broker) license and the Plaintiff has admitted that it does not hold a real estate license and no evidence was presented to this Court to show that the Plaintiff's activities were supervised by a licensed Broker In Charge. In other words, the Plaintiff was, at all times relevant hereto, conducting unlawful activities and/or participating in unlawful activities as a result of its failure to

comply with the South Carolina Real Estate licensing law. The real estate licensing law of South Carolina (both statutory and case law) clearly state that Plaintiff's conduct was unlawful / illegal.

As a result of the Plaintiff's unlawful / illegal practice of real estate activities and/or Nathan Johns' unlawful / illegal practice of real estate activities without a South Carolina license, specifically including Plaintiff's participation in the illegal practice of real estate with Nathan Johns (the member of the Plaintiff), all of Plaintiff's causes of action fail, as a matter of law. For the reasons set forth herein, the Defendants' Motion for Summary Judgment as to all of Plaintiff's causes of action, is GRANTED. For those same reasons, the Plaintiff's Motion for Summary Judgment is hereby denied.

IT IS SO ORDERED.

- Signature of Judge follows on the next page -

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Orangeburg Common Pleas

Case Caption:	Great Deal Investing Llc, Of Wyoming VS Jared Burnett , defendant, et al
Case Number:	2024CP3800733
Type:	Order/Summary Judgment

So Ordered

s/ Thomas W. McGee III, Judge Code 2786

Electronically signed on 2024-12-08 11:08:55 page 18 of 18

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Orangeburg
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP3800733

Great Deal Investing Llc, Of Wyoming
PLAINTIFF(S)

Jared Burnett et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

Plaintiff's Motion to Reconsider was filed on 12/9/24. After reviewing all filing and other evidence properly before the Court and within the scope of Rule 59(e), Plaintiff's Motion is respectfully denied. If the prevailing party desires a formal order, counsel may file a proposed order within 10 days.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/10/2025 .

RECEIVED
Jan 17 2025
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Jan 13 10:08 AM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

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Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Orangeburg Common Pleas

Case Caption:	Great Deal Investing Llc, Of Wyoming VS Jared Burnett , defendant, et al
Case Number:	2024CP3800733
Type:	Order/Electronic Form 4

So Ordered

s/ Thomas W. McGee III, Judge Code 2786

ELECTRONICALLY FILED - 2024 Jun 06 4:31 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**SUMMONS** **(Non-jury)** **(Breach of Contract)** **(violation of UTPA)**

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office located at 7478 Carlisle Street, Post Office Box 1014, Irmo, South Carolina 29063, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

STUDEMEYER LAW FIRM, P.C.

By: s/J. Gregory Studemeyer
J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for the Plaintiff

June 6, 2024

ELECTRONICALLY FILED - 2024 Jun 06 4:31 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	COMPLAINT

The Plaintiff above named, complaining of the Defendants herein, would respectfully show unto the Court:

SUBJECT OF THIS ACTION

1. This action involves a fraudulent scheme by a Florida based limited liability company and its affiliates and their members to avoid payment of a finder's fee of $37,800 on a real estate transaction in Orangeburg County.

2. The property is described as all that lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Orangeburg, State of South Carolina, being shown and delineated as 8.81 acres, more or less and more fully described in a deed from Pecan Grove Digs, LLC to Hatchery Hill MHC, LLC filed in the office of the Register of Deeds for Orangeburg County in Deed Book 02250 at page 0039 ("the property").

PARTIES

3. The Plaintiff is a limited liability company organized and existing under the laws of

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the State of Wyoming.

4. Defendant Jared Burnett ("Burnett") is a resident of the State of Florida.

5. Defendant Brett Buras ("Buras") is a resident of the State of Florida.

6. Defendant Damian Bergamaschi ("Bergamaschi") is a resident of the State of Florida.

7. Defendant Steve Decker ("Decker") is a resident of the State of Florida.

8. Defendant J&B Holdings Group, LLC ("J&B) is a limited liability company organized and existing under the laws of the State of Florida.

9. Defendant Hatchery Hill MHC, LLC ("Hatchery Hill") is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Orangeburg County.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the Defendants under the South Carolina long-arm statute, S.C. Code Ann. 36-2-803.

11. Venue is proper in Orangeburg County in accordance with S.C. Code Ann. Section 15-7-30(E).

BACKGROUND

12. The Plaintiff is a finder engaged in the business of introducing buyers to sellers of real estate.

13. Burnett is a member of J&B and its affiliates.

14. Buras is the managing member of J&B and its affiliates.

15. Bergamaschi is a member of J&B and its affiliates.

16. Decker is a member of J&B and its affiliates.

17. J&B is in the business of acquiring and managing mobile home parks in

Tampa, New Orleans, Columbia and Sumter, and Southeast Michigan through its affiliates.

18. J&B has owned and operated Dalzell Village Mobile Home Park in Dalzell, South Carolina since August 3, 2021, through Dalzell Village LLC.

19. On October 30, 2023, the Plaintiff forwarded a Finder's Fee Contract ("contract") to Buras.

20. Under the terms of the contract, the Plaintiff agreed to identify property and find sellers for J&B in exchange for a fee of seven percent (7%) of the final purchase price.

21. The contract further provided that J&B would not circumvent its obligation to pay the Plaintiff's fee and to provide regular updates regarding closings.

22. Buras signed the contract and returned it to the Plaintiff.

23. Thereafter, the Plaintiff introduced Buras to several properties in Ohio, Indiana, and Illinois.

24. On or about February 22, 2024, the Plaintiff introduced Buras to Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina.

25. Pecan Grove owned the 8.81 acre property in Orangeburg County described above.

26. On March 4, 2024, J&B entered into a contract of sale to purchase the property from Couvillion for the sum of $540,000 ("the transaction").

27. The Plaintiff was not notified by Buras or J&B or anyone else.

28. On March 12, 2024, the Plaintiff contacted Buras about the status of the transaction.

29. Again, on April 2, 2024, the Plaintiff contacted Buras about the status of the transaction.

30. On April 12, 2024, articles of organization were filed on behalf of Hatchery Hill with the South Carolina Secretary of State.

31. The initial designated office listed for Hatchery Hill was 2875 Stamey Livestock Road in

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Dalzell, South Carolina, the same address as J&B's affiliate, Dalzell Village.

32. On April 18, 2024, Couvillion deeded the property to Hatchery Hill.

33. The deed was recorded with the Register of Deeds for Orangeburg County on May 20, 2024.

34. The Plaintiff was never notified that a closing had been scheduled or completed by Buras, J&B, any of its other members, or Hatchery Hill.

35. Neither Buras, nor J&B, nor any of its other members, nor Hatchery Hill paid the Plaintiff its fee of $37,800.

36. On May 28, 2024, the Plaintiff made a formal demand for payment.

37. The Defendants have failed and refused to pay the Plaintiff its fee.

FOR A FIRST CAUSE OF ACTION

38. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

39. The Plaintiff and J&B entered into the contract set forth above.

40. The Plaintiff performed its obligations under the terms of the contract.

41. J&B breached the contract by failing and refusing the Plaintiff its fee.

42. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to judgment against J&B for the sum of $37,800 together with interest at the legal rate from April 22, 2024.

FOR A SECOND CAUSE OF ACTION

43. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

44. The breach was accomplished with a fraudulent intent to deprive the Plaintiff of the fee

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that it had earned.

45. The breach was accompanied by one or more fraudulent acts including but not limited to, failing and refusing to provide regular updates, ignoring the Plaintiff's requests for updates on the status of the transaction, filing of articles of organization for Hatchery Hill, arranging for the property to be deeded to Hatchery Hill, and failing to pay the Plaintiff at closing or at any time thereafter.

46. The acts of J&B as aforesaid amount to dishonesty in fact, unfair dealing, and the unlawful appropriation of the Plaintiff's money by design.

47. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to an award of both actual and punitive damages.

FOR A THIRD CAUSE OF ACTION

48. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

49. The Defendants engaged in unfair or deceptive acts in the conduct of trade or commerce.

50. At all times set forth herein, Burnett, Buras, Bergamaschi, and Decker personally committed, participated in, directed, or authorized the commission of the unfair and deceptive acts.

51. The Defendants' unfair and deceptive acts affected the public interest.

52. The Defendants' acts have the potential for repetition.

53. The Defendants' unfair and deceptive trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

54. The Plaintiff has suffered actual, ascertainable damages as a result of the Defendants' use of the unfair and deceptive trade practices.

55. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to an award of treble damages along with a reasonable award of attorney's fees in addition to any other remedies otherwise provided by law.

WHEREFORE, the Plaintiff prays for actual damages including prejudgment interest, punitive damages, treble damages, a reasonable award of attorney's fees, the costs of this action, and for such other and further relief as the Court may deem just and proper.

STUDEMEYER LAW FIRM, P.C.

By: s/J. Gregory Studemeyer
J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for the Plaintiff

June 6, 2024

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ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**AMENDED COMPLAINT**

The Plaintiff above named, amends its complaint as a matter of course pursuant to Rule 15(a), SCRCP.

SUBJECT OF THIS ACTION

1. This action involves a fraudulent scheme by a foreign limited liability company and its affiliates and their members to deprive the Plaintiff of a $37,800 fee on a real estate transaction in Orangeburg County.

2. The property is described as all that lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Orangeburg, State of South Carolina, being shown and delineated as 8.81 acres, more or less and more fully described in a deed from Pecan Grove Digs, LLC to Hatchery Hill MHC, LLC filed in the office of the Register of Deeds for Orangeburg County in Deed Book 02250 at page 0039 ("the property").

PARTIES

3. The Plaintiff is a limited liability company organized and existing under the laws of

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the State of Wyoming, transacting business solely in the State of Indiana.

4. Upon information and belief, Defendant Jared Burnett ("Burnett") is a resident of the State of Florida.

5. Upon information and belief, Defendant Brett Buras ("Buras") is a resident of the State of Florida.

6. Upon information and belief, Defendant Damian Bergamaschi ("Bergamaschi") is a resident of the State of Florida.

7. Upon information and belief, Defendant Steve Decker ("Decker") is a resident of the State of Florida.

8. Upon information and belief, Defendant J&B Holdings Group, LLC ("J&B") is a limited liability company organized and existing under the laws of the State of Florida, transacting business in South Carolina without a certificate of authority.

9. Defendant Hatchery Hill MHC, LLC ("Hatchery Hill") is a limited liability company organized and existing under the laws of the State of South Carolina with its principal place of business in Orangeburg County.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the Defendants under the South Carolina long-arm statute, S.C. Code Ann. 36-2-803.

11. Venue is proper in Orangeburg County in accordance with S.C. Code Ann. Section 15-7-30(E).

BACKGROUND

12. The Plaintiff is engaged in the business of finding mobile home parks across the country for mobile home park buyers.

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13. The Plaintiff is not an individual as contemplated by S.C. Code Ann. Section 40-57-20.

14. Upon information and belief, Burnett is a member of J&B and its affiliates.

15. Upon information and belief, Buras is the managing member of J&B and its affiliates.

16. Upon information and belief, Bergamaschi is a member of J&B and its affiliates.

17. Upon information and belief, Decker is a member of J&B and its affiliates.

18. J&B is in the business of acquiring and managing mobile home parks in Tampa, New Orleans, Columbia and Sumter, and Southeast Michigan through its affiliates.

19. None of the Defendants are licensed as a real estate broker, real estate salesperson, or real estate property manager in South Carolina.

20. J&B has owned and operated Dalzell Village Mobile Home Park in Dalzell, South Carolina since August 3, 2021, through Dalzell Village LLC.

21. On May 4, 2023, Bergamaschi filed a statement of change of agent for service of process with the South Carolina Secretary of State as shown by Exhibit A attached hereto and incorporated herein by reference.

22. On October 16, 2023, the Plaintiff emailed a proposed Finder's Fee Contract ("contract") to Buras.

23. On October 23, 2023, Buras replied in an email, a copy of which is attached hereto and incorporated herein by reference as Exhibit B, "I won't sign a blanket agreement as we have deals coming to us from many people this can get confusing.

24. In a subsequent email also contained in Exhibit B, Buras stated, "I will check with legal. Our PE Funds have rules . . . some of them are weird."

25. Buras emailed an executed copy of the contract to the Plaintiff on October 30, 2023.

26. On the same day, the Plaintiff emailed an updated contract to Buras and Buras signed it

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and emailed it back to the Plaintiff.

27. Attached hereto and incorporated herein by reference as Exhibit C is a fully executed copy of the updated contract between the Plaintiff and J&B.

28. Under the terms of the contract, the Plaintiff agreed to identify property and sellers to J&B in exchange for a fee of seven percent (7%) of the final purchase price.

29. The contract further provided that J&B would not circumvent its obligation to pay the Plaintiff's fee and to provide regular updates regarding closings.

30. Buras then emailed a brochure to the Plaintiff, a copy of which is attached hereto and incorporated herein by reference as Exhibit D describing J&B's business and identifying its controlling persons.

31. Thereafter, the Plaintiff introduced Buras to several properties in Ohio, Indiana, and Illinois.

32. On or about February 20, 2024, the Plaintiff identified Buras to Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential seller of a mobile home park located in Cordova, South Carolina and notified Buras by email on February 21, 2024.

33. On February 22, 2024, at Buras' request, the Plaintiff scheduled a telephone call with Couvillion to introduce her to Buras and Bergamaschi.

34. On February 26, 2024, Buras requested and the Plaintiff provided Couvillion's email address.

35. All of the Plaintiff's emails and telephone calls originated in Indiana.

36. Upon information and belief, on March 4, 2024, J&B entered into a contract of sale to purchase the property from Couvillion for the sum of $540,000 ("the transaction").

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37. The Plaintiff was not notified by Buras or J&B or anyone else.

38. On March 12, 2024, the Plaintiff sent a text message to Buras about the status of the transaction, but Buras responded, "Hang tight. Spring break teenager beach duties today."

39. Again, on April 2, 2024, the Plaintiff attempted to reach Buras about the status of the transaction, but Buras did not respond.

40. On April 12, 2024, articles of organization, a copy of which is attached hereto and incorporated herein by reference as Exhibit E, were filed on behalf of Hatchery Hill with the South Carolina Secretary of State.

41. The initial designated office listed for Hatchery Hill was 2875 Stamey Livestock Road in Dalzell, South Carolina, the same address as J&B's affiliate, Dalzell Village.

42. On April 18, 2024, Couvillion deeded the property to Hatchery Hill, as shown by a deed, a copy of which is attached hereto and incorporated herein by reference as Exhibit F.

43. The deed was recorded with the Register of Deeds for Orangeburg County on May 20, 2024.

44. On the same day, Couvillion recorded a mortgage, a copy of which is attached hereto and incorporated herein by reference as Exhibit G bearing Buras' signature as managing member of Hatchery Hill.

45. Also on the same day, J and H Burnett, LLC recorded a second mortgage on the property bearing Buras' signature as managing member of Hatchery Hill.

46. The Plaintiff was never notified that a closing was scheduled or completed by Buras, J&B, any of its other members, or Hatchery Hill.

47. Neither Buras, nor J&B, nor any of its other members, nor Hatchery Hill paid the Plaintiff its fee of $37,800.

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48. On May 28, 2024, the Plaintiff made a formal demand for payment.

49. On June 4, 2024, Bergamaschi sent the Plaintiff a text message, a copy of which is attached hereto and incorporated herein by reference as Exhibit H, stating, "There was definitely a misunderstanding. Brett had a heart attack."

50. On June 5, 2024, Buras threatened to report the Plaintiff to the attorneys general in all 50 states.

FOR A FIRST CAUSE OF ACTION

51. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

52. The Plaintiff and J&B entered into the contract set forth above.

53. The Plaintiff fully performed its obligations under the terms of the contract.

54. J&B breached the contract by failing and refusing to pay the Plaintiff its fee.

55. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to judgment against J&B for the sum of $37,800 together with interest at the legal rate from April 22, 2024.

FOR A SECOND CAUSE OF ACTION

56. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

57. The breach was accomplished with a fraudulent intent to deprive the Plaintiff of the fee that it had earned.

58. The breach was accompanied by one or more fraudulent acts including but not limited to,

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failing and refusing to provide regular updates, ignoring the Plaintiff's requests for updates on the status of the transaction, filing articles of organization for Hatchery Hill, arranging for the property to be deeded to Hatchery Hill, and failing to pay the Plaintiff at closing or at any time thereafter.

59. The acts of J&B as aforesaid amount to dishonesty in fact, unfair dealing, and the unlawful appropriation of the Plaintiff's money by design.

60. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to an award of both actual and punitive damages.

FOR A THIRD CAUSE OF ACTION

61. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

62. The Defendants combined and conspired to circumvent J&B's obligation to pay the Plaintiff its finder's fee.

63. The Defendants committed one or more overt acts in furtherance of their agreement by engaging in the conduct previously set forth above.

64. The Plaintiff suffered damages as a proximate result thereof.

FOR A FOURTH CAUSE OF ACTION

65. Each and every previous allegation is realleged herein in the same manner and to the same extent as if repeated.

66. The Defendants engaged in unfair or deceptive acts in the conduct of trade or commerce.

67. At all times set forth herein, Burnett, Buras, Bergamaschi, and Decker personally committed, participated in, directed, or authorized the commission of the unfair and deceptive acts.

68. The Defendants' unfair and deceptive acts affected the public interest.

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69. The Defendants' acts have the potential for repetition.

70. The Defendants' unfair and deceptive trade practices were willful, offensive to public policy, immoral, unethical, and oppressive.

71. The Plaintiff has suffered actual, ascertainable damages as a result of the Defendants' use of the unfair and deceptive trade practices.

72. Based upon the foregoing, the Plaintiff is informed and believes that it is entitled to an award of treble damages along with a reasonable award of attorney's fees in addition to any other remedies otherwise provided by law.

WHEREFORE, the Plaintiff prays for actual damages including prejudgment interest, punitive damages, treble damages, a reasonable award of attorney's fees, the costs of this action, and for such other and further relief as the Court may deem just and proper.

STUDEMEYER LAW FIRM, P.C.

By: s/J. Gregory Studemeyer
J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for the Plaintiff

July 2, 2024

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jun 06 2024
REFERENCE ID: 1638815

Filing ID: 230504-1500569

Filing Date: 05/04/2023

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STATE OF SOUTH CAROLINA
SECRETARY OF STATE

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

OF CHANGE OF (1) DESIGNATED OFFICE, (2) AGENT FOR SERVICE OF PROCESS, OR (3) ADDRESS OF AGENT LIMITED LIABILITY COMPANY -- DOMESTIC AND FOREIGN

Pursuant to the 1976 S.C. Code of Laws, as amended, §33-44-109, the limited liability company submits the following statement of change.

1. The name of the limited liability company is:

DALZELL VILLAGE LLC

2. The limited liability company is (check either "a" or "b", whichever is applicable):

☒ a. A South Carolina limited liability company.

☐ b. A foreign limited liability company authorized to transact business in South Carolina.

3. a. The South Carolina street address of the current designated office for the limited liability company is:
215 East Bay St, Ste 201K #855

(Street Address)

Charleston, South Carolina 29401

(City, State, Zip Code)

b. The name of the company's current agent for service of process is:

LEGALINC REGISTERED AGENTS, INC.

(Name)

c. The South Carolina street address of the current registered agent's office is:
6650 Rivers Ave, Suite 200

(Street Address)

North Charleston, South Carolina 29406

(City, State, Zip Code)

4. Check and complete all boxes (a-c) that apply.

☐ a. The company is changing the address of its designated office.

The new South Carolina address of the designated office of the limited liability company is:

(Street Address)

(City, State, Zip Code)

Form Revised by South Carolina Secretary of State, August 2016
F0080

SC Secretary of State
Mark Hammond

Exhibit A

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jun 06 2024
REFERENCE ID: 1638815

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

DALZELL VILLAGE LLC
Name of Limited Liability Company

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☒ b. The company is changing its agent for service of process.

The name of the company's new agent for service of process is:

REPUBLIC REGISTERED AGENT LLC
(Name)

I hereby consent to the appointment as registered agent.

WESLEY DOLAN
(Agent's Signature)

☒ c. The company is changing the street address of the agent for service of process.

The new South Carolina street address of the registered agent's office is:

215 East Bay St Ste 201k
(Street Address)

Charleston, South Carolina 29401
(City, State, Zip Code)

5. Unless otherwise specified, these articles are effective when endorsed for filing by the Secretary of State. Specify the time and date of any delayed effective date _____
(Date)

Date: 05/04/2023

Signed as Authorized Signature: Damian Bergamaschi
(Signature)

Damian Bergamaschi
(Print Name)

Capacity/Position of Person Signing **(You must check one box.)**

☐ Manager ☒ Member ☐ Organizer

☐ Fiduciary ☐ Attorney-in-Fact

Form Revised by South Carolina Secretary of State, August 2016
F0080/F0088

Gmail

Greg Studemeyer <greg@studemeyerlawfirm.com>

First email communication with Brett:

1 message

Great Deal <greatdealinvesting@gmail.com> Tue, Jun 4, 2024 at 10:32 AM
To: Greg Studemeyer <greg@studemeyerlawfirm.com>

First email communication with Brett when he signed the FFC:

---------- Forwarded message ---------
From: **Great Deal** <greatdealinvesting@gmail.com>
Date: Mon, Oct 30, 2023 at 3:14 PM
Subject: Re: Central IL MHP
To: rabfamily65 <rabfamily65@gmail.com>

Sounds good.

--
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 2:37 PM rabfamily65 <rabfamily65@gmail.com> wrote:

> Nathan,
>
> Appreciate you sending these over.
>
> I will respond in separate chains just to keep things organized on our side. :)
>
> Thanks,
>
> Brett
>
> On Mon, Oct 30, 2023 at 2:21 PM Great Deal <greatdealinvesting@gmail.com> wrote:
>
> > I'm sorry. The first one copied incorrectly.
> >
> > Thank you. I have included all the properties that we are working on just in case there is something else you are interested in as well.
> >
> > The following are "finder introduction" properties:
> >
> > * Ridge Mobile Home Park
> > Address: 4721 Ridge Ave Se, Canton, OH
> > This one has 21 Lots ; About 2 Acres ; City Water / City Sewer
> > $70k/ yr gross Asking Price: $500k
> > Brian Oliver (Owner)'s Cell: 330-488-2713

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Exhibit B

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* 239 unit MHP in Central Illinois. City water, city sewer.
$2.4 mil. asking price.
(When you look this one up, you will see only the smaller, far less valuable portion is listed for sale.)
Info here: https://drive.google.com/drive/folders/1fEXW8Ihh_0gdX9RIEp8fUUtdfA-u2o78
The files contain the information I have used for the Seller's Agent as well.

* Westville Estates
100 Lots ; Asking Price: $2.5 mil
# of total pads ? 100
# of pads occupied. 52
How are the utilities set up ? water is private well , sewer is public
# of tenant owned (TOH)? 46
# of park owned (POH)? 6
Lot rent amount ? $427.00 as of 11-1-2023, Currently $377
POH rent amount ? $577.00 to $727.00
PHO ,do you have the titles? Not all of them
Anyone occupying who is not paying rent ? lot 11 and 80 park maintenance.
Any violations / liens? No
How many vacant homes? 45 of those 22 are earmarked for demolition. We are evaluating the remainder.
If any vacant, what is the general condition? Poor
Is owner financing an option? No
Address: 11199 West Sr 2, Westville, IN 46391

* 88 Lot MHP ; Acquired and selling as a foreclosure. City Water / Sewer. Not much info on this one. Owner says: "No real rent roll. They are both foreclosures and nobody is managing them. Tenants mail in or deposit rent..." $800k Asking Price ; Owner finance available.
Lot Rent: $360 ; POH: 13 ; TOH: 0 ; 8 Paying POH Tenants ; Vacant Trailers: 5 ; Vacant trailers are not livable ; Owner has titles ; Water bill lien of about $7k ; Park has some violations including clearing tree roots from some water lines.
Tenants pay $350 to rent trailer and lot.
Address: 18 City Park, Toledo, OH
The owner is out of state and doesn't want to deal with the parks. He got them with almost no due diligence. I can get you in touch with the owner directly on this one. I know him personally.]

* 50 Lot MHP ; Acquired and selling as a foreclosure. City Water / Sewer. Not much info on this one. Owner says: "No real rent roll. They are both foreclosures and nobody is managing them. Tenants mail in or deposit rent..." "... Two occupied trailers and house. Of the two occupied trailers one is park owned the other is tenant owned. $375 lot rent for the tenant owned and $650 for the other renter. $900/month for the house. There are currently 3 vacant trailers that are parked owned..."
$500k Asking Price ; Owner finance available.
Address: 1015 North Main, Marion, OH
The owner is out of state and doesn't want to deal with the parks. He got them with almost no due diligence. I can get you in touch with the owner directly on this one. I know him personally.]

* 180K+ SF shopping center
$480K NOI: $1 mil asking price, $1.5+ mil back taxes, $5 mil CITY judgement (owner says it can be negotiated to pennies), $600k annual taxes
Address: 158 Town Center Road, Matteson, IL 60443

* 300K SF shopping center
$640K NOI: $2 mil asking price, $7+ mil back taxes, $1.8 mil annual taxes
Address: 4238 Lincoln Hwy, Matteson, IL 60443

* Non-performing commercial note in Cook County, Illinois; 130k sqft retail building on 8 acres recently rehabbed with back taxes sold and due Nov. 2024 (about $1 mil). Note is $1.8 mil. Asking Price: $900k (note owner would probably settle for less). Former Target.
Address: 4647 Promenade Way, Matteson, IL

* 27K+ SF retail building on 2.5 AC in Cook County, Illinois; has a loading dock ; $400k back taxes (redemption Nov. 2024) ; $35k asking price ; former Best Buy
Address: 4707 Lincoln Mall Dr, Matteson, IL 60443

The following is one we OWN:

* We OWN a 10K sf distressed former restaurant on almost 4 acres in Cook County, Illinois. Former Cracker Barrel.
Price: $300k + back taxes totaling about $800k. Class 8 tax incentive available for future taxes.
Address: 1020 Corporate Lakes, Matteson, IL

Please let me know if you have any questions.

Thanks.
--
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 1:17 PM Great Deal <greatdealinvesting@gmail.com> wrote:

> Thank you. I have included all the properties that we are working on just in case there is something else you are interested in as well.
>
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>
> * Ridge Mobile Home Park
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Address: 1020 Corporate Lakes, Matteson, IL

Please let me know if you have any questions.

Thanks.

--
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 1:11 PM rabfamily65 <rabfamily65@gmail.com> wrote:

> On Mon, Oct 30, 2023 at 1:55 PM Great Deal <greatdealinvesting@gmail.com> wrote:
> > Thank you.

I'm sorry for the annoyance, but we have updated the FFC since I last sent: no big differences - just closed some loops.
I can send you all of what we have following the updated one.
Updated one attached.

Thank you.

--
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 12:45 PM rabfamily65 <rabfamily65@gmail.com> wrote:

> On Mon, Oct 23, 2023 at 5:00 PM rabfamily65 <rabfamily65@gmail.com> wrote:
> I will check with legal. Our PE Funds have rules... some of them are weird.
>
> Brett
>
> On Mon, Oct 23, 2023 at 11:45 AM Great Deal <greatdealinvesting@gmail.com> wrote:
> The reason we don't list the city is obvious.
> We have several properties we are working on.
> That is why the FFC is written the way it is.
> If you read it, you will see: signing it creates zero obligation unless we bring you a property, and you close on it.
>
> --
> **Nathan**
> **Great Deal Investing**
>
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> On Mon, Oct 23, 2023 at 8:43 AM rabfamily65 <rabfamily65@gmail.com> wrote:
> Hi Nathan,
>
> I don't think we've met. I'd be delighted to sign this agreement and see if this park is a good fit for our capital. Please make the agreement specific to the subject property so that I can sign it.

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I don't need an address, you can just say "a mobile home park in "city". I won't sign a blanket agreement as we have deals coming to us from many people this can often get confusing.

Again, happy to sign a property specific agreement and take a look to see if this is a good fit for our capital.

Brett

On Mon, Oct 16, 2023 at 1:12 PM Great Deal <greatdealinvesting@gmail.com> wrote:

> Finder's Fee Contract attached.
>
> --
> **Nathan**
> **Great Deal Investing**

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FINDER'S FEE CONTRACT

This Finder's Fee Contract (the "Contract") is made and entered into on this 19th day of October, 2023 (the "Effective Date"), by and between:

Great Deal Investing LLC, of Wyoming, referred to as the "Finder,"

and

BRETT BURAS, of J&B HOLDINGS GROUP LLC, referred to as the "Buyer,"

Purpose:

The purpose of this Contract is to establish the terms and conditions under which the Finder shall be entitled to receive a Finder's Fee for introducing the Buyer to real Property (the "Property") and / or the Property Seller or agent(s) / representative(s) of the Seller (the "Seller") in relation to potential real estate transactions.

Real Estate Transaction (the "Closing"):

A successful real estate transaction is defined as:
The Buyer purchasing ("Closing") real Property (the "Property") and / or.
The Buyer purchasing ("Closing") any interest in real Property (the "Property")
from the Seller regardless of method of purchase (including but not limited to owner / Seller finance, contract, land contract, agreement for deed, lease, rent / lease to own, note / debt purchase, business share purchase, etc.) following the initial introduction by the Finder.

Finder's Fee:

In consideration for the Finder's introduction of the Buyer to the Property and / or Seller or Seller's agent(s) / representative(s), the Buyer agrees to pay the Finder a Finder's Fee of seven percent (7%) of, the final purchase price of the Property, minimum fee of ten thousand dollars ($10,000), whichever is greater (the "Finder's Fee"), if a successful real estate transaction is completed between the Buyer and the Seller following this introduction. The Finder's Fee shall be paid to the Finder immediately at the Closing of the real estate transaction between the Buyer and the Seller. The Finder's Fee shall be paid by the Buyer to the Finder either through traditional Closing Settlement disbursement proceeds (shown on the Closing Settlement Statement) or directly to the Finder via wire or certified check.

Finder's Obligations:

The Finder shall facilitate the initial introduction to the Property and / or Seller or his agent(s) / representative(s) and provide the Buyer with basic relevant information about the Property. The Finder is not responsible for any negotiations, contractual agreements, or other matters related to the transaction between the Buyer and the Seller. Buyer further agrees to hold harmless the Finder and does acknowledge and hereby agree and do release, indemnify and save and hold harmless the Finder and its agents, successors and or assigns or representatives for any and all actions, causes of action, litigation, suits, claims and demands for loss or damages, conditions that may occur. The provisions of this Section shall survive Contract and Closing.

Finder's Initials _____ Buyer's Initials BJB

Exhibit C

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Confidentiality:

The Buyer acknowledges and agrees that any information received during the course of the introduction, including information related to the Seller and the Property, shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Finder.

Entire Agreement:

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Amendments:

Any amendments to this Contract must be made in writing and signed by both Parties.

Subsequent Transactions:

Should the Buyer and the Finder and / or the Buyer and the Seller, or any affiliates, associates, or related parties, engage in subsequent real estate transactions of any nature, including but not limited to additional purchases, Closings, sales, leases, or exchanges from the date of the initial introduction by the Finder, the Buyer agrees to pay the Finder a commission based on the terms outlined in this Contract for each subsequent transaction. The fee shall be calculated in the same manner as specified in the Finder's Fee section of this Contract.

Non-Circumvention:

Buyer does acknowledge and agree not to circumvent, avoid, or bypass the Finder's Fee arrangement by directly or indirectly engaging in any transaction related to the Seller or Property introduced by the Finder including but not limited to the Buyer or any affiliates, associates, or related parties of the Buyer using or influencing another individual or entity in any way to conduct a real estate transaction with the Seller or any affiliates, associates, or related parties of the Seller. The Buyer shall not enter into or cause to be entered into any agreement, transaction, or arrangement that would result in the Finder being deprived of the Finder's Fee as specified in this Contract. In the event that the Buyer or the Seller enters into any such transaction with the other Party introduced through the Finder's efforts, they shall remain liable to pay the Finder's Fee as outlined in this Contract. The Parties further agree to notify the Finder in writing of any discussions or negotiations related to Buyer or Property introduced by the Finder, and any subsequent transactions to ensure the Finder's Fee is duly paid in accordance with this Contract.

Closing Communication:

Buyer agrees to provide regular updates to the Finder regarding the Closing and further agrees to include the Finder in communication of the same.

Acknowledgement:

The Buyer acknowledges that the Finder is not a real estate agent / broker / Realtor and the Finder holds no professional licenses.

Severability:

Finder's Initials _____ Buyer's Initials BJB

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If any provision of this Contract is held to be invalid or unenforceable, it shall not have an effect on any other provision in this Contract. If possible, any unenforceable or invalid provision in this Contract shall be modified to show the original intention of the parties.

Notices:

Any notices or communications required or permitted to be given by this Contract must be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party.

IN WITNESS WHEREOF, the Parties hereto have executed this Finder's Fee Contract as of the Effective Date.

Finder: Great Deal Investing LLC

By: Nathan Johns

Its: Member

Date: 10/19/2023

Signature: _____ - as member

and

Buyer: J&B HOLDINGS GROUP, LLC

By: BRETT BURAS

Its: MANAGING MEMBER

Date: 10/30/23

Signature: _____

Finder's Initials _____ Buyer's Initials BJB

J&B HOLDINGS GROUP

Mobile Home Park Investors

DISCLAIMER:

This is not an offer to sell securities. Any person, entity, or organization must first be qualified by J&B Holdings Group, LLC (the "Company") and read all of the offering documents and attest to reading and fully understanding such documents. The Company and its affiliates are not licensed securities dealers or brokers and as such, do not hold themselves to be.

INFORMATIONAL PURPOSES ONLY:

This presentation should be construed as informational and not as an advertisement soliciting for any particular purpose. All securities herein discussed have not been registered or approved by a security regulatory agency in accordance with the Securities Act of 1933 or any state securities laws.

What We Do:

Asset Class

J&B Holdings Group is focused on the acquisition, optimization and management of Mobile Home Parks.

Increase Value

Through hands-on management and deep operational experience, The J&B Holdings Group executes our proprietary MHP Playbook focusing on increasing value and high returns.

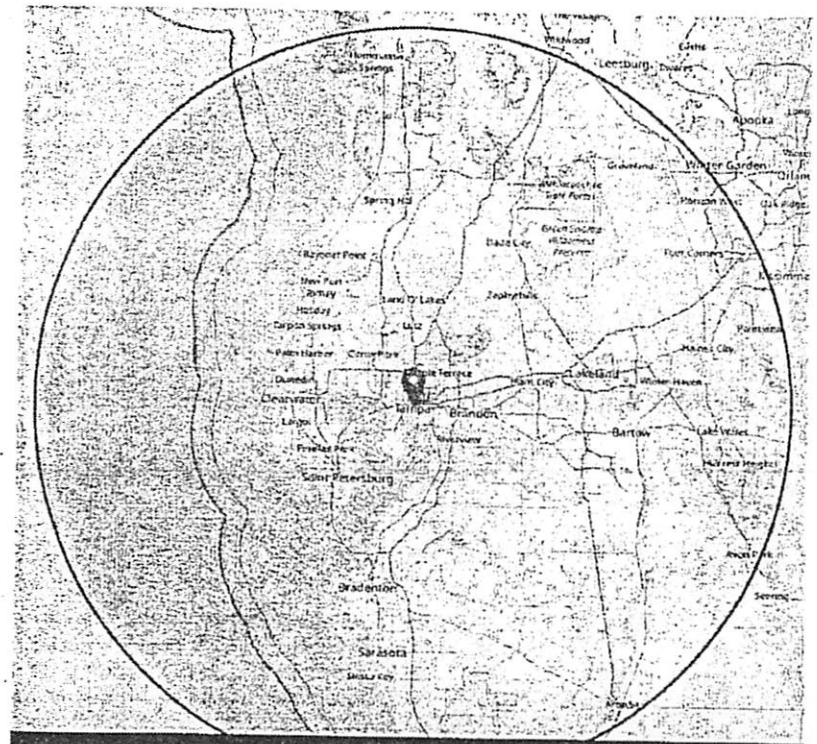
Markets

Market focus is driven by a significant operational advantage: We only buy in markets where we have:

- Existing, thriving assets.
- Experienced, proven management.
- Dependable, proven tradesmen.

Capital is available for acquisition, partial ownership and improvements.

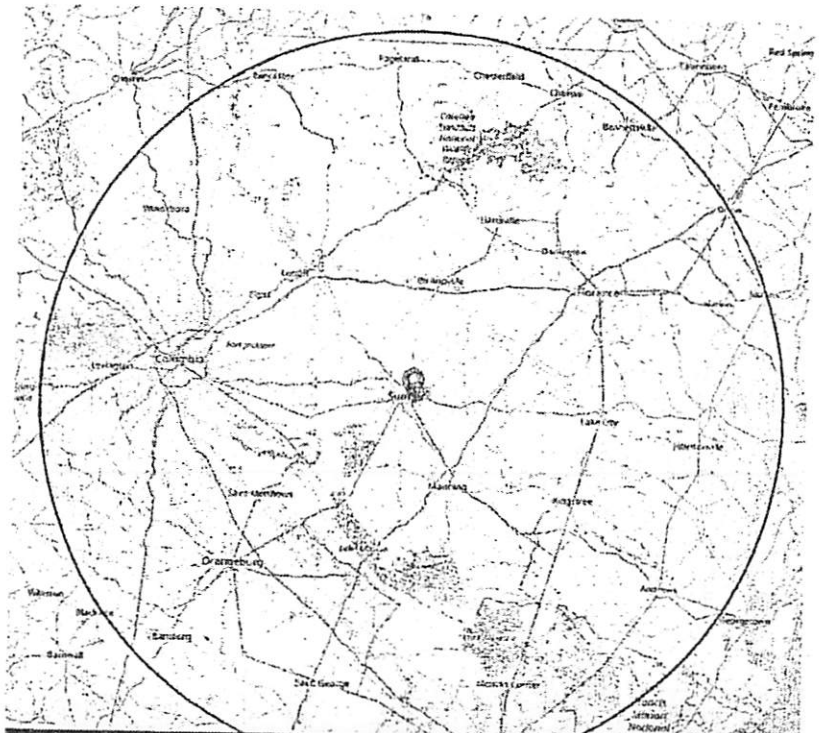
Where We Do It:



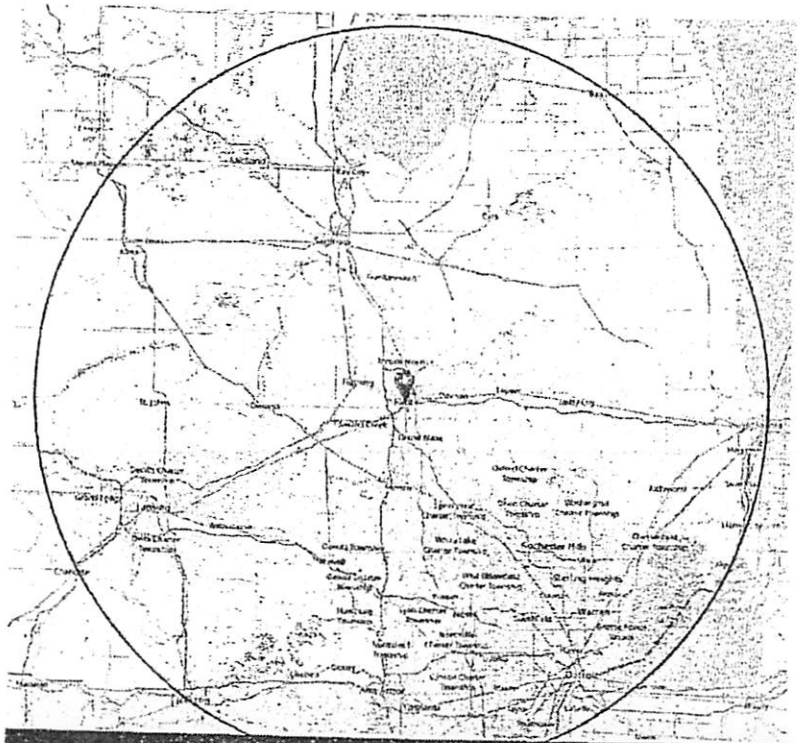
TAMPA AREA

NEW ORLEANS AREA

Where We Do It:



COLUMBIA-SUMTER AREA



SOUTHEAST MICHIGAN

Brett Buras

Real Estate Investor & Business Owner

Extensive business background in the hospitality and real estate industries

200+ real estate investments.

Current MHP operator.

Deep experience in acquisition, optimization, stabilization.

Area of Focus

Growing the MHP portfolio.

Jared Burnett

Entrepreneur & Business Owner

Investments in commercial and residential real estate throughout the U.S.

Multi-location franchise restaurant owner.

International direct to consumer health and wellness business owner.

Area of Focus

Raising capital.

Damian Bergamaschi

MHP Operator & MHP Fund Manager

Fund Manager of two syndications invested in Mobile Home Parks and Self Storage facilities.

Extensive background in land entitlement, development, and construction.

Area of Focus

Forcing appreciation on sub-institutional grade Mobile Home Parks.

Steve Decker

Chief Financial Officer

CPA, C-suite executive.

20+ years of experience in the real estate accounting.

Current Focus

Accounting and Financial forecasting.

Financial due diligence on all prospective real estate and business acquisitions.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jun 04 2024
REFERENCE ID: 1637520

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Filing ID: 240412-1643323

Filing Date: 04/12/2024

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

Hatchery Hill MHC LLC

*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is
2875 Stamey Livestock Road
(Street Address)
Daizell, South Carolina 29040
(City, State, Zip Code)

3. The initial agent for service of process is
InCorp Services, Inc.
(Name)

(Signature of Agent)

And the street address in South Carolina for this initial agent for service of process is:
317 Ruth Vista Road
(Street Address)
Lexington (City) South Carolina 29073 (Zip Code)

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

(a)
Georgia Dorsam
(Name)
3773 Howard Hughes Pkwy, Ste 500S
(Street Address)
Las Vegas, Nevada 89169
(City, State, Zip Code)

Form Revised by South Carolina Secretary of State, August 2016

SC Secretary of State
Mark Hammond

Exhibit E

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CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Jun 04 2024
REFERENCE ID: 1637520

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Hatchery Hill MHC LLC

Name of Limited Liability Company

(b)

(Name)

(Street Address)

(City, State, Zip Code)

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. _____

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a)

(Name)

(Street Address)

(City, State, Zip Code)

(b)

(Name)

(Street Address)

(City, State, Zip Code)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time _____.

Form Revised by South Carolina Secretary of State, August 2016

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CERTIFIED TO BE A TRUE AND CORRECT COPY
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Jun 04 2024

REFERENCE ID: 1637520

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Hatchery Hill MHC LLC

Name of Limited Liability Company

9. Any other provisions not consistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

10. Each organizer listed under number 4 must sign.

Georgia Dorsam: (Electronically Signed)

Signature of Organizer

Date: 04/12/2024

Signature of Organizer

Date:

Form Revised by South Carolina Secretary of State, August 2016

ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

2250
0039

FILED May 20, 2024 AT 03:56:00 PM
BOOK 02250
PAGE 0039 - 0043
INSTRUMENT #2024002279

FILED ELECTRONICALLY
ORANGEBURG
COUNTY
DEMETRICE WILLIAMS
REGISTER OF DEEDS

Prepared By and Return to:
Smith Howell & Associates, LLC
1185 Sunset Blvd, Ste B.
West Columbia, SC 29169

File No.: 24-6229JDS

(Please do not write above this line – Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PECAN GROVE DIGS, LLC, in the State aforesaid, for and in consideration of the sum of Five Hundred Forty Thousand and 00/100 Dollars ($540,000.00), unto it paid by HATCHERY HILL MHC, LLC, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Hatchery Hill MHC, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

See Attached Exhibit A

Tax Map #: 0155-00-11-022.000

Property Address: 104 Joree Drive, Cordova, SC 29039

Grantee(s) Address: 2519 N. McMullen Booth Road, Ste 510, Clearwater, FL 33761

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

ENTERED IN THE OFFICE OF THE ASSESSOR
DATE: 05-20-2024
JIM MCLEAN, ORANGEBURG COUNTY ASSESSOR

Orangeburg County 05-20-2024
SOUTH CAROLINA
County Revenue Stamp $594.00
State Revenue Stamp $1,404.00

ELECTRONICALLY FILED - 2024 May 20 03:56 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800233

Exhibit F

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Hatchery Hill MHC, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Hatchery Hill MHC, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

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IN WITNESS WHEREOF the undersigned Hand and Seal this 18 day of April, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

PECAN GROVE DIGS, LLC

1st Witness

By: _____ {L.S.}
Trishann Couvillion, Owner

2nd Witness

STATE OF ~~SOUTH CAROLINA~~ North Carolina)
) **CORPORATE ACKNOWLEDGMENT**
COUNTY OF Buncombe)

The foregoing instrument was acknowledged before me this 18th day of April, 2024 by Trishann Couvillion, Owner, of Pecan Grove Digs, LLC a South Carolina Company, on behalf of the company.

SWORN to before me this
18th day of April, 2024.

Notary Public for ~~South Carolina~~ North Carolina

My Commission Expires: 09/26/2028

[SEAL]

JOHN RAGIN
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires Sep. 26, 2028

File # 24-6229JDS

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EXHIBIT "A"
Legal Description

All that lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Orangeburg, State of South Carolina, being shown and delineated as 8.81 acres, more or less, on that Plat of 8.81 acres, surveyed for James F. Arends, by Edisto Engineers & Surveyors, Inc., dated January 5, 2005, and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book C-398 at Page 2; said property being bounded generally as follows: on the Northeast by property now or formerly of Hazel M. Jackson; on the East by property now or formerly of James F. Arends; on the South by property now or formerly of James F. Arends; and on the West by the 75-foot Right of Way known as Cannon Bridge Road (S-28-49). Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.

This being the same property conveyed to Pecan Grove Digs, LLC, a South Carolina Limited Liability Company by Deed of Ann Cherie Stover, dated July 28, 2021, and recorded July 28, 2021, in the Office of the Register of Deeds for Orangeburg County in Record Book 2022 at Page 142.

2250
0043

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

D-BK:2250 - PG:0043

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 104 Joree Drive, Cordova, SC 29039, County Tax Map Number 0155-00-11-022.000 transferred by Pecan Grove Digs, LLC to Hatchery Hill MHC, LLC on April 22, 2024.

3. Check one of the following: The deed is

(a) __X__ subject to the deed recording fee as a transfer for consideration paid in money or money's worth.
(b)_____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)_____ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

4. Check one of the following if either item 3(a) or item 3(b) above has been checked
(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $540,000.00.
(b) The fee is computed on the fair market value of the realty which is:
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is:

5. Check Yes _____ or No __X__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	$540,000.00.
(b) Place the amount listed in item 5 above here:	$0
(c) Subtract Line 6(b) from Line 6(a) and place result here:	$540,000.00.

7. The deed recording fee is due based on the amount in Line 6(c) above and the fee due is $1998.00.

8. Pursuant to Code Section 12-24-70, I state that I am a responsible person connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and subscribed before me this
22 of April, 2024.
My Commission Expires: 1/18/29
Notary (L.S.): Rebecca R Kyzer
Notary (printed name): Rebecca R Kyzer

Responsible Person Connected with the Transaction

ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

M-BK:3024 - PG:0105

FILED	May 20, 2024	FILED ELECTRONICALLY
AT	03:57:00 PM	ORANGEBURG
BOOK	03024	COUNTY
PAGE	0105 - 0118	DEMETRICE WILLIAMS
INSTRUMENT	#2024001437	REGISTER OF DEEDS

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State of South Carolina_____Space Above This Line For Recording Data_____

REAL ESTATE MORTGAGE

1. DATE AND PARTIES. The date of this Mortgage is May 1, 2024 and the parties and their addresses are as follows:

MORTGAGOR(S): Hatchery Hill MHC LLC
317 Ruth Vista Road
Lexington, SC 29073

LENDER: Pecan Grove Digs, LLC
PO Box 222
Asheville, NC 28802

2. MORTGAGE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

**REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments of third-party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed **Four Hundred Thousand and 00/100 US Dollars ($400,000.00).** This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances for interest accrued on such advances made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will not

Exhibit G

ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

be deferred, accrued or capitalized.

4. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt and all extensions, renewals, modifications or substitutions (Evidence of Debt).

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

5. PAYMENTS. Mortgagor agrees to make all payments on the Secured Debt when due. Borrower will make payments as follows for a full loan term of **One Hundred Ninety Eight (198)** Months. Borrower will make no payments for the first 4 months after closing. Beginning on **September 1, 2024**, Borrower will then pay **Fourteen (14)** consecutive monthly interest-only payments of **Two Thousand, Four Hundred and Sixteen Dollars and Sixty Seven Cents ($2,416.67)**. Beginning on **November 1, 2025**, Borrower will make **One Hundred Eighty (180)** payments of **Three Thousand Six Hundred Fifty One Dollars and Forty One Cents ($3,651.41)**.

The entire principal balance and all accrued and unpaid interest and all other payments due under this Note shall be due and payable in full on **December 1, 2040**, the "Maturity Date".

6. WARRANTY OF TITLE. Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by the Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the

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Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.
B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

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11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by the Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not

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limited to, any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

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14. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations fo the condominium or planned unit development.

15. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Any party obligated on the Secured Debt fails to make payment when due;
B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired, or the value of the Property is impaired.
F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

16. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

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17. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

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E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wills located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature and magnitude of any Hazardous Substance that has been released on, under or about the property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a

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condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed or trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property reasonably insured with liability insurance due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately my Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

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B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

21. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

23. JOINT AND INDIVIDUAL LIABILITY: CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgager does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

24. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced

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according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

25. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

26. WAIVER OF HOMESTEAD. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

27. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

Construction Loan. This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

Crops; Timber; Minerals; Rents, Issues and Profits. Mortgagor grant to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

Personal Property. Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

Filing as Financing Statement. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed or record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic image or other reproduction of this Mortgage is sufficient as a financing statement.

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28. OTHER TERMS. If checked, the following are applicable to this Mortgage:

Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction.

Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

Additional Terms.

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THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

_____(Seal)
Hatchery Hill MHC LLC

By: Brett Buras

Its: Managing Member

Signed, Sealed and delivered in the presence of:

Elaine Fisher
(Witness #1)

UB Evans
(Witness #2)

STATE OF ~~SOUTH CAROLINA~~ Florida)
) ACKNOWLEDGEMENT
COUNTY OF Pinellas)

I, Elaine Fisher, a Notary Public in and for the County and State aforesaid, certify that Brett Buras, representative of Hatchery Hill MHC LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument by him.

WITNESS my hand and notarial stamp or seal this 1 day of May, 2024.

Elaine Fisher
Notary Public, State of Florida
Commission No. HH 409103
My Commission Expires: 06/11/27

Elaine Fisher
NOTARY PUBLIC for ~~SC~~ FL
My Commission Expires: 6/11/27

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EXHIBIT "A"
Legal Description

All that lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Orangeburg, State of South Carolina, being shown and delineated as 8.81 acres, more or less, on that Plat of 8.81 acres, surveyed for James F. Arends, by Edisto Engineers & Surveyors, Inc., dated January 5, 2005, and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book C-398 at Page 2; said property being bounded generally as follows: on the Northeast by property now or formerly of Hazel M. Jackson; on the East by property now or formerly of James F. Arends; on the South by property now or formerly of James F. Arends; and on the West by the 75-foot Right of Way known as Cannon Bridge Road (S-28-49). Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.

This being the same property conveyed to Hatchery Hill MHC, LLC, by Deed of Pecan Grove Digs, LLC, a South Carolina Limited Liability Company, by even date hereof, and recorded simultaneously herewith.

TMS No.: 0155-00-11-022.00
Address: 104 Joree Drive, Cordova, SC 29039

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Exhibit H

STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT
COUNTY OF ORANGEBURG) C.A. NO. 2024-CP-38-00733

GREAT DEAL INVESTING, LLC OF WYOMING)
Plaintiff,)
versus)
)
JARED BURNETT, BRETT DURAS)
DAMIAN BERAMASCHI, STEVE DECKER)
J&B HOLDING GROUP, LLC)
AND HATCHERY HILL MHC, LLC)
Defendant.)

H E A R I N G

DATE: September 4, 2024
TIME:
LOCATION: South Carolina Circuit Court 1
JUDGE: T.W. McGee, III

TRANSCRIBED BY: Lynda Monroe

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

Joseph Studemeyer, Esq.
Studemeyer Law Firm
PO Box 1014
Irmo, South Carolina 29063

Attorney for the Plaintiff,

Joey Floyd, Esq.
Bruner Powell Wall & Mullins, LLC
PO Box 61110
Columbia, South Carolina 29260

Attorney for the Defendant.

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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

PROCEEDING

THE COURT: Next is looks like 23, 24, 25 and 26 are in Great Deal Investing, LLC of Wyoming versus Burnett. We've got Mr. Studemeyer and we've got Mr. Floyd.

Good afternoon, gentlemen.

MR. STUDEMEYER: Good afternoon.

MR. FLOYD: Good afternoon, Your Honor.

THE COURT: Are all four of these still live?

MR. FLOYD: I was going to say, Judge, I think the order of filing would be the Defendant's Rule 12(b)(6) motion, that was an amended motion or amended complaint that was filed, an amended Rule (12)(b)(6) was filed, then there are Motions to Quash Subpoenas, the Plaintiff's Motion for Summary Judgment and then the Defendant's Motion for Summary Judgment. I think I've accurately counted that.

THE COURT: All right. So, all right. Happy to hear the first one in order. Is that the Motion to Dismiss?

MR. FLOYD: Yes, Your Honor. That's the Defendant's Rule (12)(b)(6) motion.

THE COURT: All right. Happy to hear from you, Mr. Floyd.

MR. FLOYD: Based on what you said a few moments ago, am I correct --

THE COURT: And I have read -- I'm sorry, I keep forgetting to tell people this. I have read all the

submissions from both sides.

MR. FLOYD: Okay.

THE COURT: So just goes to show that I'm, at least, familiar with all of the arguments. But go ahead, please. Sorry.

MR. FLOYD: No. No problem, Judge. That's a key question that I wanted to make sure and didn't want to go on drawn on too long with all this. My plan would be to hit on the Rule 12(b)(6) motion which will naturally segway into the Defendant's Motion for Summary Judgment and I will address the Motions to Quash, kind of towards the end of this argument, and then sort of address some arguments that Mr. Studemeyer will have as to his Motion for Summary Judgment.

Since you know this, this is a case about an unlicensed real estate brokerage firm, the Plaintiff, and they don't have any licenses, whatsoever. There's admissions in the complaint. The contract attached to the actual complaint, which is part of the pleadings, acknowledges, as well, that there is no license, that the Plaintiff holds no professional licensures, and without going into the exhaustive analysis of everything in our memorandum, I think it's important to note just, you know, as we were in law school we learned about when and how brokers earn their commission and that's kind of a quick trigger. But the case that's really important in this particular set of facts we have here today is this

Robert's case. It says negotiates. And what does a broker do? You know, the broker negotiates. When he brings the parties together for them to -- in a frame of mind to make a plan for themselves. The person doesn't have to be involved and I think what we have to keep in mind here is the Plaintiff's argument is I'm just an LLC, I don't have to have a license, I'm somehow exempt. He's trying to argue that there's somehow some statutory loophole here as to LLCs.

But, Judge, you know, what we have to keep in mind is an LLC cannot act on its own. It is, simply, a company. A limited liability company. The acts are taken by the individual people. Those are the people who are doing the things. And, in fact, whenever we look at the affidavit of Nathan Johns he actually says this, he admits, I sent a list of properties, I identified the seller, I scheduled a telephone call, I did these things. So Nathan Johns, through his affidavit, is admitting that he was negotiating as a broker.

So under the Robert's case, he's a broker, plain and simple. He doesn't have a license. And the Plaintiff's case rises and falls on the actions of Nathan Johns. Without Nathan Johns taking those actions, the Plaintiff would not have a claim. The LLR affidavit also confirms that the Plaintiff, Nathan Johns, are unlicensed. So it's wholly undisputed.

THE COURT: So is it -- I'm not a licensed real estate agent or broker, so if I connect a buyer and seller over a piece of property and request it and we contract for a finder's fee, that -- that's illegal? I can't collect that?

MR. FLOYD: You have triggered -- I believe you have triggered the licensing statute and you are, indeed, required to be licensed to do that and you cannot collect not even a gift card according to the Attorney General's opinion; that is correct. Bringing those two people together you are -- and the question is well, why is that, Judge? And I'll tell you why. And going back to the licensing issue, LLC's can't take license exams. They don't take the exams. The individuals take the license exams.

The individuals are the ones who the LLR disciplines whenever there are problems that are complaints issued against the license holders. An LLC can't come and testify about what they did or what they didn't do, but what the LLR can do is they can discipline those individuals and what you were just saying is well, why is that? Why do we not want you bringing these people together? Because that's abhorrent to all of the licensed real estate brokers in the state who are actually taking the time and effort to get properly licensed to take the test.

In this case, I also believe that the Plaintiff is going to say, look, I'm just an LLC, I'm not in the state,

you know, I don't even live in the state, my company is a foreign LLC, it's a Wyoming, LLC. Well, that's even more abhorrent to the statutes because he's not even in the state and I think he's going to try to say well, we weren't even practicing real estate in South Carolina because we never went to South Carolina. Well, I would tell you the property involved in this case is in Orangeburg County, South Carolina. He has invoked the jurisdiction of protection and seeking to enlist the aide of this Court in enforcing a contract where he says he's entitled to a finder's fee commission or a finder's fee. That's illegal because he is practicing real estate when Nathan Johns and/or the Plaintiff were in the business of a real estate brokerage firm.

So for those reasons, this whole argument about how it's some nebulous, you know, it's all in cyberspace well, what about all these realtors who are -- and agents and brokers who are properly licensed in South Carolina? And, yes, it may seem like a very drastic remedy but our courts have actually said, and while I didn't cite this case, I do a fair bit of construction law and, you know, you see this time and time again, these unlicensed contractors try to file these liens and lawsuits and the courts, you know, they strike them down and say you can't enforce your contract because you're not licensed.

And the courts have even said, I looked at this quote

today, the court has consistently honored the statute even though the result in some of the cases appears to be drastic. You know, even when this guy goes out and builds a house for somebody and doesn't have a license, the courts say, "I'm sorry, I cannot help you because you have not followed the law and obtained your license like you should have.

So in a nutshell, the *Jackson v Bi-Lo* stores is also very instructive because it tells us that you can't acquire a right of action based on your unlawful acts or your participation in an unlawful act in tort, in contract, in law or in equity. All of the causes of action in this case fit within that and the unlawful -- you ask, what is the unlawful act? Well, based on our memorandum that we've submitted, it is unlawful and, in fact, a misdemeanor, for someone to actually practice this -- you know, to act as a broker or a broker in charge.

And What we've also got to keep in mind is this LLC should have a broker in charge. That broker in charge is charged with a ton of responsibilities. Supervision, contracts, oversights, overseeing the agents, making sure that no unlicensed employee does these things and that kind of flies in the face of not having a license.

THE COURT: Let me ask you this: Did you client know that there was no broker in charge or that no one with the LLC was licensed when they were discussing their involvement

in trying to connect?

MR. FLOYD: I can't speak to that one way or the other but since it appears in the language of the contract like, you know, we have to assume that. But with this case, you know, it's just like the contractor's case. The case of *Wagner v Graham*. It says even if they know, it doesn't matter and, again, it is, you know, one of those situations. Again, it may seem like a drastic remedy but it is a requirement of the law to suggest that a party can break the law by doing this and somehow have some sort of estoppel argument. Well, you knew it was that way. Well, you can't just break the law even because you just knew it. The law is what the law is and in this case of *Wagner v Graham* actually tells us that. That it doesn't matter because if you knew about it or not. It's there to protect the public and all that sort of stuff.

I believe he relies on a single 2023 AG opinion that talks about online travel agencies. We don't have much of the facts in that 2023 case. I think they're just online platforms that were used. I really don't know, I'm speculating, but perhaps simply to accept reservations and do that sort of thing. But what we have here is we have a case right on point that talks about negotiating, bringing these people together, agreeing on a commission and engaging in broker activities without a license. There is no statutory

loophole.

Also, I want to touch on a few other things here. The Plaintiff in this case was not supposed to present any properties that were on-market properties in this specific case. So the affidavit of the Defendant, this property was actually located by a contact of one of the Defendants long before the Plaintiff actually brought this property to the Defendants and it was on, arguably, the largest, you know, publicly-available website in the world which is Facebook Marketplace and they admit that. I filed their request to admit where they admit that yes, it was, indeed, listed on Facebook Marketplace.

So the licensure issue is an absolute -- it is fatal to the Plaintiff's Causes of Action and, you know, unfortunately, it doesn't pass the 12(b)(6) because of the admissions. If you look beyond that and look at the affidavit you can convert the 12(b)(6) motion to a Motion for Summary Judgment or simply look at our Motion for Summary Judgment based on the licensure and the Plaintiff's participation in the unlawful activities.

If we go beyond that, addressing the Motions to Quash, there are three subpoenas that were issued, I believe, either simultaneously with or shortly after the filing of the complaint and first of all, I don't think they were served in accordance with Rule 45(a)(d)(4), which requires them to be

served before -- served on the other parties before they're served.

These three subpoenas we've -- and to my better wisdom, I hope, we had participated in discovery, we fully participated, my clients have fully participated. They have answered two rounds of discovery, produced documents and produced the privilege log. The first subpoena that we are seeking to quash is the subpoena to the closing attorney for the property at issue in this case. I believe we have given them all of the documents that they could possibly need. In fact, they filed them with this Court, I believe, in connection with these motion hearings.

I don't know what else is necessarily needed and it seeks attorney-client privilege document -- you know, it's very broad based.

The other two subpoenas relate to a whole unrelated transaction some two years -- over two years ago now -- not related to any of the allegations in the complaint.

THE COURT: Which ones are those?

MR. FLOYD: That would be to the closing attorney, Mr. Bryce (phonetically), and the other one would be to a separate LLC that's not a party, Dalzell Village.

THE COURT: Dalzell Village? So Dalzell Village and Bryce Law Firm are the two that are not related to this property that you're talking about and Smith and Howell and

Associates were the closing attorney for this -- the property at issue in this case?

MR. FLOYD: That's correct, Your Honor.

THE COURT: Okay.

MR. FLOYD: And those two other -- the other transaction is completely unrelated to this. We've supplied, I believe, all the documents Mr. Studemeyer has inquired with me about. He's inquired with me about why certain things were redacted and I responded back to him there's a privilege log, so I haven't heard anything else back to him about quarrels or quabbles (sic) about our discovery responses.

So we would ask that you quash those three subpoenas. If we have to revisit those we certainly can but at this point in time, having responded completely to all of their discovery requests, I would ask that those subpoenas be quashed.

THE COURT: Okay. So the closing attorney for this piece of property -- has the closing attorney, do they object to the subpoena?

MR. FLOYD: I filed a Motion to Quash as a nonparty.

THE COURT: Okay.

MR. FLOYD: And I didn't want them producing stuff because my experience has been that closing lawyers typically don't recognize what is privileged, what is not privileged. I did provide them with a copy of the Motion to Quash

whenever I filed it, so my assumption and, again, it's just an assumption, is that they didn't say anything. They haven't done anything else.

THE COURT: Okay. Okay. All right. And has Dalzell Village or the Bryce Law Firm spoke up about the subpoenas in those cases or are they just waiting for this Motion to Quash before they do anything?

MR. FLOYD: I believe it's the same sort of --

THE COURT: Okay.

MR. FLOYD: -- I have shared the Motion to Quash that I filed. I don't know -- you know, I do know the Dalzell Village, LLC because it is separately owned by one of the members. One of the members is actually a Defendant in this case and that subpoena is also extremely broad and seeks a world of documents that is completely unrelated. These are mobile home parks, and I would submit to the Court that there is paper generated, probably on a daily basis, between rents, power bills and when you ask for all documents, are we talking about tenant repairs and all that sort of stuff? But the world of documents is just endlessly broad and it's unrelated, first and foremost, and it's nothing more than a fishing expedition I believe, but if we have to get into it I would ask the Court to look at the language of that, and strike the overly broad language because it has no bearing and no relation to the property at issue in this case. In

Orangeburg County, it's in a separate county, it's completely unrelated.

So for those reasons, I would ask that those motions be quashed, at this time, to the extent that Plaintiff's Causes of Actions throughout is a licensing issue. We can certainly revisit those.

THE COURT: All right.

MR. FLOYD: One more thing that I would like to say, Judge, is there has been some talk or some raising of an issue in some filings that I've seen about the failure to obtain a Certificate of Authority. I don't believe the Plaintiff has obtained a Certificate of Authority. However, in my review of the statutes relating to a Certificate of Authority, the list of activities not constituting transacting business is probably longer than the list of what actually constitutes transacting business and I've never -- you know, it seems to me between -- as I count it, there are 11 exemptions in there for what counts as not doing business.

To this day, I have yet to have come across a case where an argument can't be made that a party with not transaction business by slipping into one of those exemptions. Notwithstanding that fact, if we look at the effect of the failure to obtain a Certificate of Authority, which is 33-44-1008, the Plaintiff can't maintain an actual proceeding unless it has a Certificate of Authority. But

section B is more important as it relates to the Defendant.

If, for some reason, this Court determines that they were, indeed, transacting business, the failure to obtain a Certificate of Authority does not impair the ability of the limited liability company from defending the action or proceeding in the state. So all of the defenses are still available to the Defendant.

If, for some reason, I think arguably the Plaintiff has not obtained a Certificate of Authority in this state to do business in the state and I'm sure that he would say he was never doing business in the state and that's a whole nother irrelevant argument because of the failure to obtain license. Just kind of cuts off all that at its knees.

And that's all I have, Judge. I'll be happy to respond once --

THE COURT: Okay.

MR. FLOYD: -- Mr. Studemeyer makes his arguments.

THE COURT: Mr. Studemeyer, first, let me ask you about these subpoenas. The one on the closing attorney for this property, what, additionally, are you seeking that you haven't already received in the discovery from the Defendants?

MR. STUDEMEYER: I'm looking from what was withheld and listed on a privilege log. I want to answer your question but I really don't think we need to get in the weeds on this

case, but I'll answer the question. Among the documents that were produced were some e-mails from the Defendants to the seller of the property and to the closing attorney that documented that the buyer, the Defendants in this case, were not represented by anybody. They didn't have an attorney at the closing.

They said that the documents, and I'll point them out if the Court needs to know about them, but the e-mail suggested that their attorneys, down in Florida, reviewed all the title work and all that kind of stuff, but they weren't represented by these lawyers over in West Columbia. Those lawyers represented the seller from Asheville, North Carolina.

So, you know, one of the reasons I was looking for that documentation was, and this is reflected in the Defendant's Responses to my Request to Admit, the Defendants, who are now calling on this Court for mercy and asking the Court to apply the law of South Carolina to save them from cheating my client out of $38,000 deny that they even do business in South Carolina. This, you know, production -- and, again, I'll say this. I've received no objection from the closing attorney, none. In fact, with regard to the other subpoena, Mr. Bryce volunteered all those documents. He sent them to me, which demonstrates they're doing business in South Carolina and have been doing so for two years.

THE COURT: Well, I'm just trying to figure out if there's an attorney-client privilege between the Defendants and either of those lawyers. You know, I don't have a problem with them producing the documents, you know, limited relevant documents, to Mr. Floyd and then he can claim -- and if his clients want to claim privilege, that's fine. But, first, obviously, there needs to an attorney-client privilege for there to be any objection.

I mean, if the lawyer -- I mean, I don't know the answer to that. Mr. Floyd, do your clients have an attorney-client privilege with both of these lawyers?

MR. FLOYD: You know, Your Honor, whenever they're asking and seeking legal advice from the closing attorney, and I'm happy to produce those documents to you, in-camera, and let you review those, and you can tell me if you think there's a privilege or not, I'm happy to do that, but whenever they are seeking legal advice and getting legal answers, I certainly believe that the attorney-client privilege kicks in and --

THE COURT: right.

MR. FLOYD: -- that's the way I see it.

THE COURT: Well, if these two lawyers produce their file to you, first, and if you go through it and see documents that your client -- that you allege are protected by the attorney-client privilege and redact those and produce

what you have received from them with any redactions and a privilege log to Mr. Studemeyer, I mean, is that a way to resolve it? Because I don't want to waive any -- I always was nervous when somebody sent a lawyer a subpoena because I thought they'd sent it out to everybody before I had a chance to look at it. And if that's the concern and you produce those two subpoena responses with the privilege log then, you know, obviously the rules allow for Mr. Studemeyer to challenge that.

MR. FLOYD: Well, there's about three issues here, Judge, that I need to peel back. Number one, generally speaking, as it relates to this closing on Smith, Howell & Associates, I don't have a problem with that. But first and foremost, I don't think the Plaintiff's Causes of Actions survive the licensing issue. So I think these subpoenas are probably moot. Nevertheless, if you want me to do that Smith, Howell documents, I'm fine with doing that.

As to the Dalzell Village and the Bryce Law Firm, that is a completely, wholly, irrelevant transaction to this particular lawsuit as it relates to the Orangeburg County property. That property, I believe, is actually in Sumpter County. That transaction was two years ago. It has nothing to do with this transaction at issue in this lawsuit and those should absolutely be quashed.

THE COURT: What about that, Mr. Studemeyer? Why do

you want those documents? What do they have to do with this case?

MR. STUDEMEYER: Your Honor, let the horses out of the barn. Those documents have already been produced. So that Motion to Quash is moot.

THE COURT: Okay. So you --

MR. FLOYD: Okay. So Dalzell Village and Bryce Law Firm, if he's waiving that, you know, that suits me fine.

THE COURT: So you've already received a response to Dalzell and Smith?

MR. STUDEMEYER: I've received a response from Mr. Bryce, a lawyer in your --

THE COURT: Mr. Bryce, I'm sorry, yes, Mr. Bryce.

MR. STUDEMEYER: Yes, sir.

MR. FLOYD: So I guess he can withdraw the -- if he wants to withdraw those subpoenas to Dalzell and Bryce, that's fine with me.

MR. STUDEMEYER: Yeah, I mean --

THE COURT: Okay.

MR. STUDEMEYER: -- he faxed everything to me, so he didn't have a problem with it.

THE COURT: Okay. So we only have the Motion to Quash now as to Smith and that's the one -- I mean, Bryce, excuse me, Bryce is the one that was the --

MR. FLOYD: Smith Howell, yes.

THE COURT: -- closing attorney on this property.

MR. FLOYD: Smith, Howell.

THE COURT: Smith.

MR. FLOYD: He was the closing attorney on the property at issue in this case.

MR. STUDEMEYER: Judge, I (inaudible) believe this motion is going to be moot, as well, whenever you hear what I have to say about my Motion for Summary Judgment. I believe my Motion for Summary Judgment trumps all the motions.

THE COURT: All right. Well, let's -- why don't you tell me how do we want to have this here? I know we've got Mr. Floyd's Motion to Dismiss that he's already argued and then his Motion to Dismiss or Motion for Judgment on the pleadings, and then your Motion for Summary Judgment, Mr. Studemeyer. Which of those do we want to hear?

Mr. Floyd, do you want to argue the Motion for Judgment on the pleadings to the extent that it may be different than your Motion to Dismiss?

MR. FLOYD: I'm fine with Mr. Studemeyer arguing his Motion for Summary Judgment. To the extent I need to respond, Judge, I'll respond. How about that?

THE COURT: Okay. So with the arguments for your -- for the other -- I guess there's two motions to -- there's one Motion to Dismiss, one Motion to Dismiss and/or for Motion for Judgment on the Pleadings. Are the grounds for

both of those dispositive motions the same or similar to what you've argued?

MR. FLOYD: Very similar, Your Honor.

THE COURT: Okay.

MR. FLOYD: It would be the same arguments for the most part. Depending on what Mr. Studemeyer says, I may have some things I need to add in defense.

THE COURT: Sure thing. Sure, I'll give everybody a chance.

Mr. Studemeyer, if you want to move forward with your summary judgment, sir.

MR. STUDEMEYER: All right. Thank you, sir.

Let me just say, first of all, I think Mr. Floyd and I have papered this case to death. I know he's worked hard on it. I know he feels strongly about his position, and I feel strongly about mine, and one thing I was reminded of, within the last month or so, the Court of Appeals issued an opinion entitled *City of Hardeeville versus Jasper County*, and they referred to a case. It's called *Li He versus UF Iowa Association* that says where cross motions for summary judgment are filed, the parties can see the issue before us should be decided as a matter of law.

So I guess Mr. Floyd and I have talked about this before. This is an all or nothing situation here. If I'm right on the law, Joey losses. If he's right on the law, I

lose. I think it's just that simple. And I believe that notwithstanding his hard work and his passion, I don't believe that he has paid enough attention to the supplemental memo that I filed with the Court yesterday.

And, basically, what that -- that supplemental memo dispenses with everything else we did. I wasn't -- I thought about this concept before but I had never put it on paper, and I wish I had done it early on and I could have saved all of us a bunch of work. But, basically, what I pointed out in this memo is that, you know, South Carolina's law, including all involving licensing of real estate, don't extend beyond the borders of South Carolina.

The Real Estate Commission has no right to regulate the conduct of a guy in Indiana doing exactly what we're doing.

THE COURT: So if I move across from York County to Charlotte, I can do the same thing without having to subject myself to the same requirements, the same statutory requirements, that everybody else does? I can do the same thing across the border and that's okay?

MR. STUDEMEYER: That's exactly right and, you know, a good example. My son asked me not to use it, but I thought it was a good example. You may remember a time when Bill Clinton was running for president and he admitted that whenever he was at Oxford that he took a couple of puffs but he didn't inhale and that he did not violate any state law,

and he was absolutely right. He's a smart man and he knew good and well he couldn't be prosecuted when he came back to Arkansas. So the law in this state is clear.

In fact, if you look at the definition of the Real Estate Commission, and I've got that in my memo, it says --

THE COURT: I'm looking at it.

MR. STUDEMEYER: Pardon me?

THE COURT: I said I've got your memo right here.

MR. STUDEMEYER: Okay. If you look at the top of the second page, you'll see the language in the State of South Carolina. The Real Estate Commission recognizes that its reach is limited and I cited some other cases. This Carolina truck case that basically says that, you know, not only real estate licensing laws but no South Carolina law extends beyond the borders of the state.

THE COURT: But if the subject property's in South Carolina, that changes things, does it?

MR. STUDEMEYER: Not at all, Your Honor. In fact, I cited this case, it's a case from California but it's the only case that's directly on point, at the bottom of page 2, that basically says that this is the case where a North Carolina resident was trying to recover a Real Estate Commission in California and they did the same thing. They said, oh, well, that's an illegal contract. You're not entitled to recover on it. And the Ninth Circuit reversed

the dismissal of that complaint and the language, I thought, was, you know, directly on point.

It says many courts have failed real estate licensing statutes inapplicable to transactions in which brokers performed all of the regulated functions outside the state in which they were not licensed. So these courts rely on choice of law principle, some of them rely upon substantive grounds, but that -- the Consule (phonetically) case lists cases all over the country that say that and I believe that the importance of that is that if South Carolina could interfere with a guy trying to make a living in Indiana, that would impede interstate commerce and, of course, that's something that's reserved to Congress.

THE COURT: Let me ask you this. If you say that if there are cross-summary judgment motions that if you're right, Mr. Floyd loses, if he's right. I'm trying to, and I'm not doing a very good job, in my own head, trying to boil that down to what the question is that would determine that. Is it if an out-of-state LLC broker is involved in a -- you know, I'm trying to figure out, and maybe you all can help me with that, because there seems to be a lot of different issues --

(Crosstalk.)

MR. STUDEMEYER: (Inaudible.)

THE COURT: -- if you all think there is one or two

questions that, ultimately, get to this. Is it whether or not, in this case, your client is subject to the statutes that Mr. Floyd cites and if the answer is yes, then you lose and if it's no, he loses. I'm just trying to get to where we're in agreement on the core issue that can be the silver bullet, if there is one.

MR. STUDEMEYER: Yes. And I think you've hit it, Judge. I mean, if you keep in mind in this case there was a North Carolina silver in a flood of buyer and the Plaintiff was sitting at his desk in his house in Indiana. He made phone calls, he sent text messages and he sent and received e-mails all in his home in Indiana. He never set foot in South Carolina.

THE COURT: Okay.

MR. STUDEMEYER: And the (crosstalk) that I set forth in this memo says without a doubt, he is not subject to licensing laws in South Carolina.

THE COURT: So if -- and this involves a piece of property in South Carolina that he --

MR. STUDEMEYER: That's exactly correct.

THE COURT: -- that he was going to get a 7 percent commission on?

MR. STUDEMEYER: Yes, sir.

THE COURT: Okay.

MR. STUDEMEYER: And this Consule case that I cited

addresses that. Where it says that none of this stuff matters. They go on to say, "This is true even if the land is located in a foreign state."

THE COURT: Let me do it this way. How about if your fellow was sitting in Columbia, do you lose then?

MR. STUDEMEYER: Yeah, I would lose.

THE COURT: Okay. All right.

Mr. Floyd, help me out with kind of the silver bullet question. I'm not saying that it can be, but it sounds like that Mr. Studemeyer says that, because his fellow is in Indiana, has never been here, even in a property transaction with South Carolina property, the fact that he's not here excludes him from these statutes and, so, he wins. But if he had an office and was sitting in Columbia that he'd lose. Is that how you see it?

MR. FLOYD: No, sir. He's wrong based on 40-57-120 (formatting.)

THE COURT: No, no. I'm saying is that the key question in your mind, though?

MR. FLOYD: That is the licensing issue question, but there are more claims that I think would have to be further developed. In other words, he has some tort claims that I can't concede that if this licensing issue you have a conspiracy and breach of contract accompanied by fraudulent acts and the civil conspiracy stuff. None of that is true.

But the silver bullet question is the licensing issue.

THE COURT: Right.

MR. FLOYD: And I would point to -- to answer his question, our code, our licensing law, actually provides for nonresidents to be licensed and that is 40-57-120. And why, do you ask? And what are those requirements? The Commission can recognize nonresident real estate licenses in all active status. In other words, they can live in another state. But what it also says is, "A resident licensee who becomes a nonresident must notify the Commission, in writing, within 30 days of the change in residency and comply with the nonresident requirements or place its license on an active status to avoid cancellation of license."

Why? I'll tell you why. Because the LLR wants to regulate the practice of real estate in South Carolina because this is a property in South Carolina. The Plaintiff is seeking the aide and assistance of this Court to enforce a contract related to real property in this state. He cannot say well, "I'm entitled to this set of laws over here, but the licensing laws in South Carolina, those just don't apply to me."

In other words, he's trying to pick and choose about which laws applies to his behavior and this absolutely shoots a hole in that whole argument because it's no different than a lawyer who moves out of state. Under his theory, an LLC,

you know, Drugs for You can operate as a pharmacy in North Carolina and ship those drugs or, you know, do business in South Carolina by simply jump in (inaudible) a foreign LLC and say, "Hey, we're just a foreign limited liability company. We don't have to have a license. The licensing only applies to individuals," and, you know, "our pharmacists are not licensed either. We're licensed in some other state but we're doing business in South Carolina."

That is absolutely false. That's why the Commission, the real estate licensing law has provisions for a nonresident licensee, because if you want to do business, if you want to serve as a broker based on what our case law has said, within the meaning of negotiate, that is bringing a buyer and seller together to purchase real estate to which you want to draw a commission in South Carolina, you have got to have a license. Plain and simple.

Now, he has chosen this forum and this venue. That is Orangeburg County. And so he is required to have a license under all of these statutes.

THE COURT: Okay. And I see that -- so as far as the licensure claims in addressing that issue about whether it applies to his client or not as kind of the core issue as you all put it, what claims does it dispose of and which claims does it not dispose of, if any?

MR. FLOYD: Okay. If he's --

MR. STUDEMEYER: Your Honor, I would say that it disposes of all claims because if you grant summary judgment in favor of the Plaintiff, I could care less about those subpoenas, and if you grant summary judgment in favor of the Plaintiff then Mr. Floyd's judgment is moot. This is an all or nothing deal.

THE COURT: Now, I'm talking about the Causes of Action. There are multiple Causes of Action in this, right?

MR. STUDEMEYER: Right. And in this case both sides have moved for summary judgment and in this case, there's been a Motion to Dismiss and a Motion for Judgment on a Pleading and those motions, and the law is pretty clear, I put it in my memo, when you file a Motion to Dismiss you admit, for the purposes of that motion, all well-played allegations in the complaint.

So there is no issue of -- no issue of fact in dispute. Both of us have said that and that's why I believe (crosstalk) --

THE COURT: It seems that there's a lot of facts in dispute but if both of you filed cross-Summary Judgment Motions, you know, I'm going to have to look at the various claims in there and we've talked about the licensure issues. What I'm asking is because there are many claims, I guess contractual and tort, how does the decision on that core issue that we've been talking about, how does that affect all

of the claims and all of the counterclaims?

MR. FLOYD: I can address that, Judge.

THE COURT: All right.

MR. FLOYD: If find that he is required to have a license then -- or the Plaintiff is required to have somebody to have a license. For example, if you grant the Defendant's Motion to Dismiss, it kills all the Cause of Action at law, and inequity, you know, tort, contract. Everything dies if it is determined that this Plaintiff is required to have a license or broker, agents have to have a license.

THE COURT: Do you agree with that, Mr. Studemeyer?

MR. STUDEMEYER: I do agree with that.

THE COURT: Okay.

MR. STUDEMEYER: That is a licensing issue. I mean, that is the key and, again, my guy never came here, he never mailed anything here, he never wired anything here, he never sent an e-mail here, he never even left his home in Indiana.

THE COURT: Got it.

MR. FLOYD: But there are important things here. If you -- there are other defenses that would, otherwise, be available and that is if for some reason you find that he is not required to have a license then there are also defenses that have been put in those affidavits where he didn't find the -- his client didn't find the property and his client wasn't supposed to prevent these on-market properties.

I don't think those matter because I think he (inaudible) the license, but those are issues --

THE COURT: How am I supposed to -- how do I rule on --

MR. FLOYD: I think the threshold issue is the question of licensure.

THE COURT: Yes.

MR. FLOYD: Once you reach that threshold issue then you have to look at these other issues and there are also issues as it relates to there are no facts in front of you. I think the other issues, there is a material issue of fact if you find that there is -- that the licensing issue is not an issue in this case. I believe that there are issues of fact.

THE COURT: Okay. All right. Well, I'm -- this is a difficult one just because of the different -- all the moving parts in it and all the different claims. You know, I can certainly look over all the filings and look at the statutes and everything to look at that threshold issue. I am just going to have to do some thinking and I would ask you all to do the same thing. You know, if -- I may come to you all and say, all right, well, listen, I have decided this issue and so now, I need to know where do we go from here? And you all may be in agreement in that, you may not.

If I side with Mr. Floyd on the Summary Judgment issue, I'm going to want to know how that affects certain claims or

counterclaims and the same thing with you, Mr. Studemeyer. If I grant your Summary Judgment Motion, I am going to need to -- you know, is it all or nothing? I don't know because there are other defenses I suppose.

But that's how I plan to tackle it and so what I'd like to do is to take this under advisement and I'm going to look at that, but I'll be back in touch with you all if I have any other questions or want any, like, specific issue briefed.

You know, I applaud you all. This is not -- these are not easy questions that are, you know, just -- that there's one case in South Carolina that you can just say this kills everything. But I will take this under advisement. I'll look at this issue. I'll review the briefs, again, and if I have any questions or anything else, I'll be in touch with both of you at the same time, obviously, so that we can address it then.

Is that fair?

MR. STUDEMEYER: Yes, sir. Thank you for your time.

MR. FLOYD: Thank you for your time, Judge.

THE COURT: I really appreciate it. Great arguing this very interesting issue and I appreciate it. You all have a great day.

MR. FLOYD: Thank you, Judge.

THE COURT: Yes, sir.

(THERE BEING NO FURTHER QUESTIONS, THIS HEARING IS CONCLUDED

AT 1:21 p.m.)

CERTIFICATE OF TRANSCRIBER

I, Lynda Monroe, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 1, Orangeburg County, South Carolina, on the 4th day of September, 2024.

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

February 19, 2025

Lynda Monroe

Lynda Monroe, Transcriber

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STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**AFFIDAVIT OF SERVICE BY CERTIFIED MAIL**

Personally appeared before me, the undersigned, who being first duly sworn, deposes and says:

1. That he is the attorney for the Plaintiff.

2. That on June 7, 2024, he served Brett Buras pursuant to Rule 4(d)(8) of the South Carolina Rules of Civil Procedure with a summons and complaint by certified mail, return receipt requested, and restricted delivery as shown by the cover letter dated June 7, 2024, and certified mail receipt attached hereto.

3. That attached hereto is a copy of the original return receipt indicating receipt of the mailing.

FURTHER THE DEPONENT SAYETH NOT.

STUDEMEYER LAW FIRM, P.C.

J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for the Plaintiff

Sworn and subscribed before me
this 19th day of June 2024.
Notary Public for South Carolina
My commission expires: 6/22/2030

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STUDEMEYER LAW FIRM
7478 Carlisle Street | Post Office Box 1014 | Irmo, South Carolina 29063
803.393.4399 | StudemeyerLawFirm.com

June 7, 2024

Via certified mail, return receipt requested,
and RESTRICTED DELIVERY

Mr. Brett Buras
c/o J&B Holdings Group, LLC
801 2nd St. N. Ste. C
Safety Harbor, FL 34695

Re: Great Deal Investing LLC, of Wyoming v. Jared Burnett, et al.
Case No.: 2024-CP-38-00733

Dear Mr. Buras,

Enclosed herewith and served upon you, pursuant to Rule 4(d)(8) of the South Carolina Rules of Civil Procedure, are copies of the Summons and Complaint that have been filed in the above referenced action.

Sincerely,

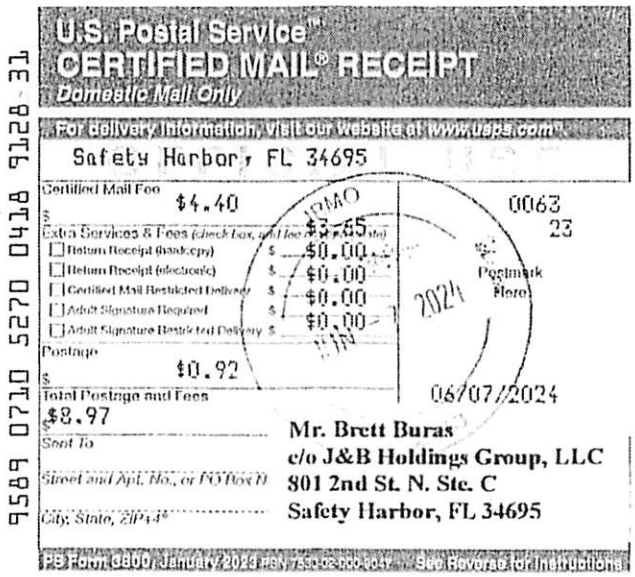
/s/ Gregory Studemeyer

Enclosures
cc: Mr. Nathan Johns

J. Gregory Studemeyer
Greg@StudemeyerLawFirm.com

Ryan G. Studemeyer
Ryan@StudemeyerLawFirm.com

J. Bradley Studemeyer
JB@StudemeyerLawFirm.com



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B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
00)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #
TAMPA FL 335
9590 9402 8281 3094 5005 45

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United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

J. Gregory Studemeyer, Esq.
Studemeyer Law Firm, P.C.
7478 Carlisle Street
Post Office Box 1014
Irmo, SC 29063

ELECTRONICALLY FILED - 2024 Jun 21 3:15 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**DEFENDANTS' NOTICE OF MOTION AND MOTION TO DISMISS PURSUANT TO RULE 12(B)(6), SCRCP**

TO: J. GREGORY STUDEMEYER, ESQUIRE ATTORNEY FOR THE PLAINTIFF.

YOU WILL PLEASE TAKE NOTICE that the Defendants (all Defendants), by and through its/their undersigned Counsel, will move before the Presiding Judge for Orangeburg County on the 10th day following service hereof or as soon thereafter as Counsel can be heard, at the Orangeburg County Courthouse, for an Order pursuant to Rule 12(b)(6), SCRCP dismissing Plaintiff's claims against Defendants.

This Motion is based upon the following:

1. The allegations of Plaintiff's Complaint demonstrate that Plaintiff engaged in the practice of real estate, as a real estate broker/real estate professional under S.C. Code Ann. § 40-57-10, et. seq.
2. Plaintiff is/was required to have a license to perform/participate in real estate transactions in South Carolina under § 40-57-10, et. seq.

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3. It is/was unlawful, and illegal, for the Plaintiff to engage in the practice of real estate and/or to participate in real estate transactions in South Carolina under § 40-57-10 *et seq.*
4. Plaintiff is barred from receiving a 'finders fee' in connection to a real estate transaction. See § 40-57-710 (A)(12).
5. The purported 'Finder's Fee Contract' is illegal on its face.
6. South Carolina does not allow recovery in contract or tort where the claiming party's own unlawful acts are the basis for a claim for damages. *Jackson v. Bi-Lo Stores*, 313 S.C. 272, 276.

The Plaintiff is barred from any recovery, in contract or tort, in connection with the illegal/unlawful contract. All claims asserted by the Plaintiff in this civil action should be dismissed as a matter of law. This Motion may be further supported by the pleadings filed in this case, Discovery, memoranda, additional legal authority(ies), stipulations of fact and/or such other materials as may be presented to the Court at the hearing on this motion.

Respectfully submitted,

BRUNER POWELL WALL & MULLINS, LLC

s/ Joey R. Floyd
Joey R. Floyd, SC Bar No.: 68491
P.O. Box 61110
Columbia, SC 29260
803-252-7693
jfloyd@brunerpowell.com
Attorney for the Defendants

June 21, 2024

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**NOTICE OF MOTION AND MOTION FOR A PROTECTIVE ORDER AND TO QUASH NONPARTY SUBPOENAS**

TO: J. GREGORY STUDEMEYER, ESQUIRE

YOU WILL PLEASE TAKE NOTICE that the Defendants,[1] by and through its/their undersigned Counsel, will move before the Presiding Judge for Orangeburg County on the 10th day following service hereof or as soon thereafter as Counsel can be heard, at the Orangeburg County Courthouse, for an order quashing, or in the alternative, for the granting of a Protective Order, in response to Plaintiff's subpoenas to Dalzell Village, LLC, Brice Law Firm, LLC and Smith Howell & Associates, issued by Counsel for Plaintiff on June 7, 2024. A copy of the Subpoena to Dalzell Village, LLC is attached hereto as **Exhibit A**, a copy of the Subpoena to Brice Law Firm, LLC is attached hereto as **Exhibit B** and a copy of the Subpoena to Smith Howell & Associates is attached hereto as **Exhibit C**.

[1] A Rule 12(b)(6) Motion to Dismiss \on behalf of all Defendants is being filed contemporaneously herewith.

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FACTUAL BACKGROUND

This civil action, filed by the Plaintiff on June 6, 2024, is based on a "Finder's Fee Contract"[2] entered into between Plaintiff and J&B Holdings Group, LLC on October 30, 2023. See Plaintiff's Complaint, ¶ 19. Plaintiff has alleged that it is owed a "fee" of $37,800.00 in connection with a real estate transaction in Orangeburg County, South Carolina. See Plaintiff's Complaint, ¶¶ 25 and 35.

Plaintiff alleges that it learned of the closing on the Property at some point after April 19, 2024, and demanded payment for "finding" the Property on May 28, 2024. Plaintiff has filed the above referenced civil action seeking payment under the purported October 30, 2023 "Finders Fee Contract" and issued various Subpoenas the day after this civil action was filed.

ARGUMENT

As a preliminary matter, the Plaintiff cannot maintain this civil action against the Defendants because the Plaintiff's causes of action are based on an illegal and unenforceable contract. Notwithstanding that initial fact, this Motion is made on the grounds that these Subpoenas: (1) fail to comply with Rule 45(a)(D)(4), in that the Plaintiff has failed to serve a copy of the Subpoena on each party before serving the Subpoena, (2) are not reasonably calculated to lead to the discovery of admissible evidence, (3) are meant only to harass Defendants through an uncalculated and unreasonable fishing expedition, (4) are burdensome to nonparties to this action, (5) are overly broad, unduly burdensome and beyond the relevant scope of discovery, (6) are seeking information on a transaction that was finalized over two years before the "Finders Fee Contract" was signed and (7) are not narrowly tailored to avoid undue

[2] The Defendants dispute the Plaintiff's version of the facts as it relates to this civil action. More importantly, the Finder's Fee Contract is, as will be shown by the Defendants, an illegal contract because the Plaintiff is not properly licensed in South Carolina. As a result of being an illegal contract, the Plaintiff cannot maintain a civil action against any Defendants.

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burden or imposition of expense on the nonparties to this action. *See Oncology & Hematology Assocs. of S.C., LLC, v. S.C. Dep't of Health & Envtl. Control*, 387 S.C. 380, 692 S.E.2d 920 (2010).

Notably, the Plaintiff has failed to allege that it holds any real estate licenses in accordance with S.C. Code § 40-57-10, et. seq. In fact, the Finder's Fee Contract expressly states that the Plaintiff does not hold any real estate licenses. The reason for this glaring omission on the part of the Plaintiff is because the Plaintiff is not licensed and cannot maintain this civil action. In fact, the Plaintiff's activities are unlawful and illegal based on S.C. Code § 40-57-10, et. seq.

Plaintiff brought this action for breach of contract against J & B Holdings, LLC, arising out of the sale and purchase of the Property on, or about, April 19, 2024. See Plaintiff's Complaint, ¶ 32. Plaintiff's Subpoenas to Dalzell Village, LLC and Brice Law Firm, LLC seek documents, emails, and the like related to four acres in Sumter County in connection with a closing that occurred on or about August 10, 2021. The transaction for which Plaintiff has issued Subpoenas seeking documents took place over two years before the "Finder's Fee Contract" was executed.

Rule 26(b)(1) of the South Carolina Rules of Civil Procedure provides that:

> Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, description, nature, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial *if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.*

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(emphasis added). While the scope of discovery is broad, it must be tailored to *relevant* information in the case at bar.

In *Oncology & Hematology Assocs. of S.C*, the South Carolina Supreme Court noted disapproval of discovery practice "becom[ing] a cottage industry and the merits of a claim are being relegated to secondary status." *Oncology & Hematology Assocs. of S.C., LLC, v. S.C. Dep't of Health & Envtl. Control*, 387 S.C. 380, 388, 692 S.E.2d 920, 924 (2010).

Rule 26(a) provides that the Court shall limit discovery if "the discovery sought is unreasonably cumulative or duplicative or is obtainable from some other source that is more convenient, less burdensome, or less expensive." Plaintiff has issued three separate document subpoenas[3] to nonparties in this action prior to any discovery request being transmitted to the above-named defendants and the parties in this civil action have not engaged in any written discovery. The Subpoenas fail to comply with Rule 45, SCRCP.

"Bystanders should not be drawn into the parties' dispute without some good reason, even if they have information that falls within the scope of party discovery." *Virginia Dept. of Corrections v. Jordan*, 921 F.3d 180, 189 (4th Cir. 2019). Further, this is especially true where the information relevant to the parties dispute may be obtained through one of the parties directly. "For example, a party's email provider might well possess emails that would de discoverable from the party. But unless the email provider can offer important information *that cannot be obtained* from the party directly, there would be no cause for a subpoena against the [email] provider. *Id.* (emphasis added)

As evidenced by the fact that the Defendants are filing a responsive pleading simultaneously with this motion, that the time for a responsive pleadings to the Plaintiff's

[3] A separate document subpoena was issued to the closing attorney for the real estate transaction associated with the Orangeburg property identified in the Plaintiff's Complaint, which does not comply with Rule 45, SCRCP. Therefore, the Subpoena should be quashed by this Court.

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Complaint has not yet passed, and no other discovery has yet been made or requested in this matter, this case is still in the infancy of litigation. In attempting to "fish" for information, the Plaintiff has elected to skip straight to the issuance of a subpoenas to non-parties seeking information. And, to make matters worse, the Plaintiff is seeking information on a transaction that took place over two years before the "Finders Fee Contract" was even executed.

Pursuant to Rule 26(a), the Defendants respectfully request that this court quash the Subpoenas as premature and without sufficient cause. The Subpoenas should also be quashed because they impose an undue burden on the nonparties in this action at this stage of litigation. In evaluating a discovery request, a court "must limit the frequency or extent of discovery if the burden or expense of the proposed discovery outweighs its likely benefit . . . and the importance of the discovery in resolving the issues." *HDSherer LLC v. Natural Molecular Testing Corp.*, 292 F.R.D. 305, 308. (citing Rule 26(b)(2)(C)) (internal quotations omitted). Further, "Whether a Subpoena subjects a witness to undue burden within the meaning of Rule 45 usually raises a question of reasonableness of the subpoena, an analysis that requires weighing a subpoena's benefits and burdens and considering whether the information is necessary and whether it is available from any other source." *Maxtena, Inc. v. Marks*, 289 F.R.D. 427, 439 (D. Md. 2012) (citing 9A Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 2463.1 (3d ed.)).

In this case, the Subpoenas directed at the third parties subject the nonparties to undue burden because they are overly broad, burdensome and request information wholly irrelevant to matters at issue in this civil action, at least at this stage of litigation. Furthermore, as noted herein, the Subpoenas seek information prior to the "Finders Fee Contract" — which is the entire basis of this lawsuit. The Subpoenas seek information two years prior to any contractual

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relationship between Plaintiff and J & B Holdings Group, LLC. The Plaintiff has requested "any and all information" related to the defendants held by the nonparties. This broad request, before discovery between the parties can occur and before responsive pleadings can be filed, would require the nonparties to incur an unreasonable cost and would produce documents wholly unrelated to the civil action. Furthermore, the Plaintiff cannot maintain an action against the Defendants and these nonparties should not be subjected to document production.

Accordingly, the Subpoenas to Dalzell Village, LLC and Brice Law Firm, LLC should be quashed pursuant to Rule 45(c) because the Subpoenas:

(1) fail to comply with Rule 45(a)(D)(4), in that the Plaintiff has failed to serve a copy of the Subpoena on each party before serving the Subpoena,

(2) are not reasonably calculated to lead to the discovery of admissible evidence,

(3) meant only to harass Defendants through an uncalculated and unreasonable fishing expedition,

(4) burdensome to nonparties to this action,

(5) overly broad, unduly burdensome and beyond the relevant scope of discovery,

(6) seeking information on a transaction that was finalized/completed over two years before the "Finders Fee Contract" was signed and

(7) not narrowly tailored to avoid undue burden or imposition of expense on the nonparties to this action.

CONCLUSION

Based on the forgoing, the Defendants respectfully object to the issuance of Subpoenas to nonparties Dalzell Village, LLC and Brice Law Firm, LLC, and respectfully request that the Court quash the Subpoenas to Dalzell Village, LLC and Brice Law Firm, LLC and/or issue a

protective order related to the same. This Motion may be further supported by the pleadings filed in this case, Discovery, memoranda, additional legal authority(ies), stipulations of fact and/or such other materials as may be presented to the Court at the hearing on this motion.

Respectfully submitted,

BRUNER POWELL WALL & MULLINS, LLC

s/ Joey R. Floyd
Joey R. Floyd, SC Bar No.: 68491
P.O. Box 61110
Columbia, SC 29260
803-252-7693
jfloyd@brunerpowell.com
Attorney for Defendants

June 21, 2024

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**CERTIFICATE OF SERVICE**

I, Joey R. Floyd, an attorney in the law firm of Bruner, Powell, Wall & Mullins, LLC, attorneys for the Defendants do hereby certify that on June 21, 2024, my office served a copy of the documents listed below on counsel of record for the Plaintiff by depositing a copy of same in the U.S. Mail, first-class, postage prepaid and addressed as follows:

Pleading(s)/Documents served:

Defendants Notice of Motion and Motion For A Protective Order and To Quash Nonparty Subpoenas

Counsel served:

J. Gregory Studemeyer, Esquire
Studemeyer Law Firm, LLC
7478 Carlisle Street
Irmo, SC 29063
Attorney for the Plaintiff

s/Joey R. Floyd

EXHIBIT A

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF CHARLESTON

GREAT DEAL INVESTING LLC,
OF WYOMING, Plaintiff

v.

JARED BURNETT, BRETT BURAS,
DAMIAN BERGAMASCHI,
STEVE DECKER, J&B HOLDINGS
GROUP, LLC, AND HATCHERY HILL
MHC, LLC, Defendants

SUBPOENA IN A CIVIL CASE

Case Number: 2024-CP-38-00733

Pending in ORANGEBURG County

TO: Dalzell Village LLC, 215 East Bay Street, Ste. 201k, Charleston, SC 28401

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects):

any and all documents as defined by Fed.R.Civ.P. 34(a)(1)(A) including emails in your possession, custody, or control concerning or relating to any of the above named Defendants or the transfer of 4 acres in Sumter County from Cathy J. Smotts to Dalzell Village LLC referred to in Deed Book 1299 at Pages 3546-3550 filed with the Sumter County Register of Deeds on August 10, 2021.

PLACE	DATE AND TIME
7478 Carlisle Street, PO Box 1014, Irmo, SC 29063	June 24, 2024, 10:00 AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature	June7, 2024	J. Gregory Studemeyer, Esq.
	Date	Print Name

SCCA 254 (05/2015)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

Indicate if Attorney for Plaintiff or Defendant Plaintiff's Attorney
Attorney's Address and Telephone Number:
7478 Carlisle Street, PO Box 1014, Irmo, SC 29063

(803) 393-4399

Clerk of Court/Issuing Officer's Signature | Date | Print Name
Pro Se Litigant's Name, Address and Telephone Number:

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

EXHIBIT B

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF YORK

GREAT DEAL INVESTING LLC,
OF WYOMING, Plaintiff

v.

JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants

SUBPOENA IN A CIVIL CASE

Case Number: 2024-CP-38-00733

Pending in ORANGEBURG County

TO: Brice Law Firm, LLC, P.O. Drawer 300, York, SC 29745

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects):

any and all documents as defined by Fed.R.Civ.P. 34(a)(1)(A) including emails in your possession, custody, or control concerning or relating to any of the above named Defendants or the transfer of 4 acres in Sumter County from Cathy J. Smotts to Dalzell Village LLC referred to in Deed Book 1299 at Pages 3546-3550 filed with the Sumter County Register of Deeds on August 10, 2021.

PLACE 7478 Carlisle Street, PO Box 1014, Irmo, SC 29063	DATE AND TIME June 24, 2024, 10:00 AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME . AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature	June7, 2024 Date	J. Gregory Studemeyer, Esq. Print Name

SCCA 254 (05/2015)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

Indicate if Attorney for Plaintiff or Defendant Plaintiff's Attorney
Attorney's Address and Telephone Number:
7478 Carlisle Street, PO Box 1014, Irmo, SC 29063

(803) 393-4399

Clerk of Court/Issuing Officer's Signature | Date | Print Name
Pro Se Litigant's Name, Address and Telephone Number:

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

EXHIBIT C

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF LEXINGTON

GREAT DEAL INVESTING LLC,
OF WYOMING, Plaintiff

v.

JARED BURNETT, BRETT BURAS,
DAMIAN BERGAMASCHI,
STEVE DECKER, J&B HOLDINGS
GROUP, LLC, AND HATCHERY HILL
MHC, LLC, Defendants

SUBPOENA IN A CIVIL CASE

Case Number: 2024-CP-38-00733

Pending in ORANGEBURG County

TO: Smith Howell & Associates, LLC, 1185 Sunset Blvd., Ste. B, West Columbia, SC 29169

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects):

any and all documents as defined by Fed.R.Civ.P. 34(a)(1)(A) including emails in your possession, custody, or control concerning or relating to any of the above named Defendants from October 30, 2023, and any other documents in your possession, custody, or control related to the transfer of 8.8 acres in Orangeburg County from Pecan Grove Digs, LLC to Hatchery Hill MHC, LLC referred to in Deed Book 02250 at Pages 0039-0043 filed with the Orangeburg County Register of Deeds on May 20, 2024.

PLACE	DATE AND TIME
7478 Carlisle Street, PO Box 1014, Irmo, SC 29063	June 24, 2024 10:00 AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature	June7, 2024	J. Gregory Studemeyer, Esq.
	Date	Print Name

SCCA 254 (05/2015)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

Indicate if Attorney for Plaintiff or Defendant Plaintiff's Attorney
Attorney's Address and Telephone Number:
7478 Carlisle Street, PO Box 1014, Irmo, SC 29063

(803) 393-4399

Clerk of Court/Issuing Officer's Signature | Date | Print Name
Pro Se Litigant's Name, Address and Telephone Number:

SCCA 254 (05/2015) (See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

ELECTRONICALLY FILED - 2024 Jun 21 3:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

ELECTRONICALLY FILED - 2024 Jul 03 5:38 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
	)	
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
	)	
Plaintiff,	)	**DEFENDANTS' NOTICE OF MOTION AND MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT PURSUANT TO RULE 12(b)(6), SCRCP AND MOTION FOR JUDGMENT ON THE PLEADINGS PURSUANT TO RULE 12(c), SCRCP**
v.	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
Defendants.	)	

TO: J. GREGORY STUDEMEYER, ESQUIRE ATTORNEY FOR THE PLAINTIFF.

YOU WILL PLEASE TAKE NOTICE that the Defendants (all Defendants), by and through its/their undersigned Counsel, will move before the Presiding Judge for Orangeburg County on the 10th day following service hereof or as soon thereafter as Counsel can be heard, at the Orangeburg County Courthouse, for an Order pursuant to Rule 12(b)(6), SCRCP dismissing Plaintiff's claims asserted against Defendants in Plaintiff's Amended Complaint.

This Motion is based upon the following:

1. The allegations of Plaintiff's Complaint demonstrate that Plaintiff engaged in the practice of real estate, as a real estate broker/real estate professional under S.C. Code Ann. § 40-57-10, et. seq.
2. Plaintiff is/was required to have a license to perform/participate in real estate transactions in South Carolina under § 40-57-10, et. seq.

ELECTRONICALLY FILED - 2024 Jul 03 5:38 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

3. It is/was unlawful, and illegal, for the Plaintiff to engage in the practice of real estate and/or to participate in real estate transactions in South Carolina under § 40-57-10 *et seq.*
4. Plaintiff is barred from receiving a 'finders fee' in connection to a real estate transaction. See § 40-57-710 (A)(12).
5. Further, S.C. Code Ann. § 40-57-780 defines the failure to obtain a license while practicing real estate as a misdemeanor.
6. The purported 'Finder's Fee Contract' is illegal on its face.
7. South Carolina does not allow recovery in contract or tort where the claiming party's own unlawful acts are the basis for a claim for damages. *Jackson v. Bi-Lo Stores, Inc.* 313 S.C. 272, 437 S.E.2nd 168 (Ct. App. 1993).
8. Plaintiff alleges in Paragraph 33 that Plaintiff introduced Defendants to a potential seller of a mobile home park.[1] Plaintiff further alleges, in Paragraph 28, that Plaintiff's payment was calculated by a percentage of the value of the real property. Under binding precedent of this State, Plaintiff, as an entity unlicensed to practice real estate, cannot earn a commission directly or indirectly on the value of real property.

The Plaintiff in this civil action is barred from any recovery, in contract or tort, in connection with the illegal/unlawful contract, which serves as the entire basis for Plaintiff's claim(s) in this civil action. All claims asserted by the Plaintiff in this civil action should be dismissed as a matter of law. This Motion may be further supported by the pleadings filed in this

[1] It is denied that the Plaintiff found the mobile home park at issue; but, for purposes of this Motion, taking these allegations in a light most favorable to the Plaintiff demonstrate that the Defendants are entitled to have the Plaintiff's claims dismissed pursuant to Rule 12(b)(6) and Rule 12(c) of the SCRCP.

case, Discovery, memoranda, additional legal authority(ies), stipulations of fact and/or such other materials as may be presented to the Court at the hearing on this motion.

Respectfully submitted,

BRUNER POWELL WALL & MULLINS, LLC

s/ Joey R. Floyd
Joey R. Floyd, SC Bar No.: 68491
P.O. Box 61110
Columbia, SC 29260
803-252-7693
jfloyd@brunerpowell.com
Attorney for the Defendants

July 3, 2024

ELECTRONICALLY FILED - 2024 Jul 03 5:38 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

ELECTRONICALLY FILED - 2024 Jul 08 9:59 AM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**MOTION FOR SUMMARY JUDGMENT**

TO: JOEY R. FLOYD, ESQ., ATTORNEY FOR DEFENDANTS

PLEASE TAKE NOTICE that the Plaintiff, through its undersigned attorney, will move before the presiding judge of the Court of Common Pleas for the First Judicial Circuit at the Orangeburg County Courthouse, at 10:00 AM on the tenth day after service hereof, or at such other time and place as is convenient to the Court and counsel for an order granting summary judgment to the Plaintiff.

The Plaintiff will show:

1. Defendant J & B Holdings Group, LLC ("J&B"), a foreign limited liability company transacting business in South Carolina without a certificate of authority, entered into a Finder's Fee Contract ("contract") through its managing member with the Plaintiff, a Wyoming limited liability company maintaining its principal place of business in Indiana.

2. Under the terms of the contract, the Plaintiff agreed to identify potential sellers of real

ELECTRONICALLY FILED - 2024 Jul 08 9:59 AM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

estate to J&B in exchange for the payment of seven percent (7%) of the final purchase price of the property.

3. The Plaintiff identified Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential seller of a mobile home park in Cordova, South Carolina, scheduled a call with Couvillion at J&B's request to introduce Couvillion to J&B, and provided Couvillion's email address to J&B.

4. Pecan Grove subsequently deeded the mobile home park to Hatchery Hill MHC, LLC ("Hatchery Hill") by Deed filed May 20, 2024, in Deed Book 02250 at pages 0039 – 0043 in the Office of the Register of Deeds for Orangeburg County.

5. Immediately thereafter, Pecan Grove recorded a mortgage from Hatchery Hill in Book 03024 at pages 0105 – 0118 bearing the signature of Brett Buras as managing member of Hatchery Hill.

6. J&B has failed and refused to pay the Plaintiff the finder's fee that it earned on the grounds that the Plaintiff does not have a license to participate in real estate transactions in South Carolina.

7. The Plaintiff will show that a limited liability company, is not subject to the licensing requirements for individuals under S.C. Code Ann. Section 40-57-20.

8. Moreover, S.C. Code Ann. Section 40-57-5, et seq. does not apply to a limited liability company in Indiana which introduces a North Carolina seller to a Florida buyer over the telephone without ever leaving Indiana.

This motion will be based upon the pleadings, answers to interrogatories, admissions, the supporting affidavit attached hereto, S.C. Code Ann. Section 40-57-20, and upon such other and further statutory and case law as may be applicable.

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STUDEMEYER LAW FIRM, P.C.

By: s/J. Gregory Studemeyer
J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
Attorney for the Plaintiff

July 8, 2024

ELECTRONICALLY FILED - 2024 Jul 08 9:59 AM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO.: 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**AFFIDAVIT**

Personally appeared before me, the undersigned, who being first duly sworn, deposes and says:

1. I am a member of Great Deal Investing LLC, of Wyoming ("GDI").

2. I live in Indiana with my wife and children and maintain an office in my home.

3. GDI is not an individual.

4. GDI is a limited liability company organized and existing under the laws of the State of Wyoming.

5. GDI is engaged in the business of finding mobile home park sellers across the country for mobile home park buyers.

6. GDI has never transacted business in South Carolina.

7. GDI has never acted as a real estate broker, real estate salesperson, or real estate property manager or advertised or provided services as such in South Carolina.

8. GDI has never taken an examination for a broker license in South Carolina.

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9. GDI has never negotiated or attempted to negotiate the listing, sale, purchase, exchange, lease, or other disposition of real estate or improvements to real estate in South Carolina.

10. GDI has never auctioned or offered to auction real estate in South Carolina.

11. GDI has never solicited a referral in South Carolina.

12. GDI has never offered services as a real estate consultant, counselor, or transaction manager in South Carolina.

13. GDI has never offered to act as a subagent of a real estate brokerage firm representing a client in a real estate transaction in South Carolina.

14. GDI has never advertised or otherwise represented to the public that it was engaged in the real estate business in South Carolina.

15. I emailed a proposed Finder's Fee Contract ("contract") to Brett Buras ("Buras") on October 16, 2023.

16. On October 23, 2023, I received an initial email from Buras, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1 stating, "I won't sign a blanket agreement as have deals coming to us from many people this can often get confusing." In a subsequent email in the same chain, Buras stated, "I will check with legal. Our PE Funds have rules . . . some of them are weird."

17. Buras emailed an executed copy of the contract to me on October 30, 2023.

18. Thereafter, I emailed an updated contract to Buras on October 30, 2023, and he signed it and emailed it back to me.

19. Attached hereto and incorporated herein by reference as Exhibit 2 is a copy of the fully

executed contract between GDI and J&B.

20. J&B clearly acknowledges in the contract that GDI is not a real estate agent / broker / Realtor and that GDI holds no professional licenses.

21. The contract also includes a non-Circumvention provision.

22. Immediately after receiving the fully executed contract from J&B, I sent Buras a list of properties to consider as shown in Exhibit 1.

23. Buras sent me the brochure attached hereto and incorporated herein by reference as Exhibit 3 indicating that J&B Holdings Group was comprised of mobile home park investors focused on the acquisition, optimization and management of mobile home parks in Tampa, the New Orleans area, the Columbia – Sumter area, and Southeast Michigan.

24. On or about February 20, 2024, I identified Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential seller of a mobile home park located in Cordova, South Carolina, and notified Buras by email on February 21, 2024.

25. At Buras' request, on February 22, 2024, I scheduled a telephone call with Couvillion to introduce her to Buras.

26. On February 26, 2024, Buras requested and I provided Couvillion's email address.

27. All of my emails and text messages with Buras and Couvillion were initiated in my office in Indiana.

28. Buras ceased communicating with me after March 12, 2024.

29. Subsequently, I learned that Couvillion had deeded the Cordova property to Hatchery Hill MHC, LLC.

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30. A mortgage on file with the Orangeburg County Register of Deeds bears Buras' signature as managing member of Hatchery Hill MHC LLC.

31. Buras circumvented my Finder's Fee Contract by purchasing the Cordova property from Pecan Digs in the name of Hatchery Hill MHC LLC without paying my fee.

32. GDI made a written demand for payment of its fee on May 28, 2024.

33. On June 5, 2024, my demand was rejected and Buras threatened to report me to the attorneys general in all 50 states.

The affiant knows the facts stated to be true of his own knowledge, except as to those matters stated on information and belief and as to those matters, he believes them to be true.

Nathan Johns

SWORN TO AND SUBSCRIBED before me

This 29th day of June, 2024

LOUIS VITIRITTI
Notary Public - Seal
Lake County - State of Indiana
Commission Number NP0753162
My Commission Expires Dec 4, 2031

Louis Vitiritti
Notary Public for Indiana
My commission expires: 12/04/2031

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Gmail

Greg Studemeyer <greg@studemeyerlawfirm.com>

First email communication with Brett:

Great Deal <greatdealinvesting@gmail.com>
To: Greg Studemeyer <greg@studemeyerlawfirm.com>
Tue, Jun 4, 2024 at 10:32 AM

First email communication with Brett when he signed the FFC:

---------- Forwarded message ---------
From: Great Deal <greatdealinvesting@gmail.com>
Date: Mon, Oct 30, 2023 at 3:14 PM
Subject: Re: Central IL MHP
To: rabfamily65 <rabfamily65@gmail.com>

Sounds good.

--
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 2:37 PM rabfamily65 <rabfamily65@gmail.com> wrote:

> Nathan,
>
> Appreciate you sending these over.
>
> I will respond in separate chains just to keep things organized on our side. :)
>
> Thanks,
>
> Brett
>
> On Mon, Oct 30, 2023 at 2:21 PM Great Deal <greatdealinvesting@gmail.com> wrote:
>
> > I'm sorry. The first one copied incorrectly.
> >
> > Thank you. I have included all the properties that we are working on just in case there is something else you are interested in as well.
> >
> > The following are "finder introduction" properties:
> >
> > * Ridge Mobile Home Park
> > Address: 4721 Ridge Ave Se, Canton, OH
> > This one has 21 Lots ; About 2 Acres ; City Water / City Sewer
> > $70k/ yr gross Asking Price: $500k
> > Brian Oliver (Owner)'s Cell: 330-488-2713

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Exhibit 1

* 239 unit MHP in Central Illinois. City water, city sewer.
$2.4 mil. asking price.
(When you look this one up, you will see only the smaller, far less valuable portion is listed for sale.)
Info here: https://drive.google.com/drive/folders/1fEXW8Ihh_0gdX9RIEp8fUUtdfA-u2o78
The files contain the information I have used for the Seller's Agent as well.

* Westville Estates
100 Lots ; Asking Price: $2.5 mil
# of total pads ? 100
# of pads occupied. 52
How are the utilities set up ? water is private well , sewer is public
# of tenant owned (TOH)? 46
# of park owned (POH)? 6
Lot rent amount ? $427.00 as of 11-1-2023, Currently $377
POH rent amount ? $577.00 to $727.00
PHO ,do you have the titles? Not all of them
Anyone occupying who is not paying rent ? lot 11 and 80 park maintenance.
Any violations / liens? No
How many vacant homes? 45 of those 22 are earmarked for demolition. We are evaluating the remainder.
If any vacant, what is the general condition? Poor
Is owner financing an option? No
Address: 11199 West Sr 2, Westville, IN 46391

* 88 Lot MHP ; Acquired and selling as a foreclosure. City Water / Sewer. Not much info on this one. Owner says: "No real rent roll. They are both foreclosures and nobody is managing them. Tenants mail in or deposit rent..." $800k Asking Price ; Owner finance available.
Lot Rent: $350 ; POH: 13 ; TOH: 0 ; 8 Paying POH Tenants ; Vacant Trailers: 5 ; Vacant trailers are not livable ; Owner has titles ; Water bill lien of about $7k ; Park has some violations including clearing tree roots from some water lines.
Tenants pay $350 to rent trailer and lot.
Address: 18 City Park, Toledo, OH
The owner is out of state and doesn't want to deal with the parks. He got them with almost no due diligence. I can get you in touch with the owner directly on this one. I know him personally.]

* 50 Lot MHP ; Acquired and selling as a foreclosure. City Water / Sewer. Not much info on this one. Owner says: "No real rent roll. They are both foreclosures and nobody is managing them. Tenants mail in or deposit rent..." "... Two occupied trailers and house. Of the two occupied trailers one is park owned the other is tenant owned. $375 lot rent for the tenant owned and $650 for the other renter. $900/month for the house. There are currently 3 vacant trailers that are parked owned..."
$500k Asking Price ; Owner finance available.
Address: 1015 North Main, Marion, OH
The owner is out of state and doesn't want to deal with the parks. He got them with almost no due diligence. I can get you in touch with the owner directly on this one. I know him personally.]

* 180K+ SF shopping center
$480K NOI: $1 mil asking price, $1.5+ mil back taxes, $5 mil CITY judgement (owner says it can be negotiated to pennies), $600k annual taxes
Address: 158 Town Center Road, Matteson, IL 60443

* 300K SF shopping center
$640K NOI: $2 mil asking price, $7+ mil back taxes, $1.8 mil annual taxes
Address: 4238 Lincoln Hwy, Matteson, IL 60443

* Non-performing commercial note in Cook County, Illinois; 130k sqft retail building on 8 acres recently rehabbed with back taxes sold and due Nov. 2024 (about $1 mil). Note is $1.8 mil. Asking Price: $900k (note owner would probably settle for less). Former Target.
Address: 4647 Promenade Way, Matteson, IL

* 27K+ SF retail building on 2.5 AC in Cook County, Illinois; has a loading dock ; $400k back taxes (redemption Nov. 2024) ; $35k asking price ; former Best Buy
Address: 4707 Lincoln Mall Dr, Matteson, IL 60443

The following is one we OWN:

* We OWN a 10K sf distressed former restaurant on almost 4 acres in Cook County, Illinois. Former Cracker Barrel.

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Price: $300k + back taxes totaling about $800k. Class 8 tax incentive available for future taxes.
Address: 1020 Corporate Lakes, Matteson, IL

Please let me know if you have any questions.

Thanks.
--
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 1:17 PM Great Deal <greatdealinvesting@gmail.com> wrote:

> Thank you. I have included all the properties that we are working on just in case there is something else you are interested in as well.
>
> The following are "finder introduction" properties:
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> * Ridge Mobile Home Park
> Address: 4721 Ridge Ave Se, Canton, OH
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> Anyone occupying who is not paying rent ? lot 11 and 80 park maintenance.
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> How many vacant homes? 45 of those 22 are earmarked for demolition. We are evaluating the remainder.
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> * 88 Lot MHP ; Acquired and selling as a foreclosure. City Water / Sewer. Not much info on this one. Owner says: "No real rent roll. They are both foreclosures and nobody is managing them. Tenants mail in or deposit rent..." $800k Asking Price ; Owner finance available. Lot Rent: $350 ; POH: 13 ; TOH: 0 ; 8 Paying POH Tenants ; Vacant Trailers: 5 ; Vacant trailers are not livable ; Owner has titles ; Water bill lien of about $7k ; Park has some violations including clearing tree roots from some water lines.Tenants pay $350 to rent trailer and lot.
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* 50 Lot MHP ; Acquired and selling as a foreclosure. City Water / Sewer. Not much info on this one. Owner says: "No real rent roll. They are both foreclosures and nobody is managing them. Tenants mail in or deposit rent..." "... Two occupied trailers and house. Of the two occupied trailers one is park owned the other is tenant owned. $375 lot rent for the tenant owned and $650 for the other renter. $900/month for the house. There are currently 3 vacant trailers that are parked owned..."$500k Asking Price ; Owner finance available.
Address: 1015 North Main, Marion, OH
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* Non-performing commercial note in Cook County, Illinois; 130k sqft retail building on 8 acres recently rehabbed with back taxes sold and due Nov. 2024 (about $1 mil). Note is $1.8 mil. Asking Price: $900k (note owner would probably settle for less). Former Target.
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Address: 4707 Lincoln Mall Dr, Matteson, IL 60443

The following is one we OWN:

* We OWN a 10K sf distressed former restaurant on almost 4 acres in Cook County, Illinois. Former Cracker Barrel. Price: $300k + back taxes totaling about $800k. Class 8 tax incentive available for future taxes.
Address: 1020 Corporate Lakes, Matteson, IL

Please let me know if you have any questions.

Thanks.

—
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 1:11 PM rabfamily65 <rabfamily65@gmail.com> wrote:

> On Mon, Oct 30, 2023 at 1:55 PM Great Deal <greatdealinvesting@gmail.com> wrote:
> Thank you.
> I'm sorry for the annoyance, but we have updated the FFC since I last sent: no big differences - just closed some loops.
> I can send you all of what we have following the updated one.

Updated one attached.

Thank you.

--
Nathan
Great Deal Investing

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On Mon, Oct 30, 2023 at 12:45 PM rabfamily65 <rabfamily65@gmail.com> wrote:

> On Mon, Oct 23, 2023 at 5:00 PM rabfamily65 <rabfamily65@gmail.com> wrote:
> I will check with legal. Our PE Funds have rules... some of them are weird.
>
> Brett
>
> On Mon, Oct 23, 2023 at 11:45 AM Great Deal <greatdealinvesting@gmail.com> wrote:
> The reason we don't list the city is obvious.
> We have several properties we are working on.
> That is why the FFC is written the way it is.
> If you read it, you will see: signing it creates zero obligation unless we bring you a property, and you close on it.
>
> --
> **Nathan**
> **Great Deal Investing**
>
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> On Mon, Oct 23, 2023 at 8:43 AM rabfamily65 <rabfamily65@gmail.com> wrote:
> Hi Nathan,
>
> I don't think we've met. I'd be delighted to sign this agreement and see if this park is a good fit for our capital. Please make the agreement specific to the subject property so that I can sign it.
>
> I don't need an address, you can just say "a mobile home park in "city". I won't sign a blanket agreement as we have deals coming to us from many people this can often get confusing.

ELECTRONICALLY FILED - 2024 Jul 08 9:59 AM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

Again, happy to sign a property specific agreement and take a look to see if this is a good fit for our capital.

Brett

On Mon, Oct 16, 2023 at 1:12 PM Great Deal <greatdealinvesting@gmail.com> wrote:

> Finder's Fee Contract attached.
>
> --
> **Nathan**
> **Great Deal Investing**

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FINDER'S FEE CONTRACT

This Finder's Fee Contract (the "Contract") is made and entered into on this 19th day of October, 2023 (the "Effective Date"), by and between:

Great Deal Investing LLC, of Wyoming, referred to as the "Finder,"

and

BRETT BURAS, of J&B HOLDINGS GROUP LLC, referred to as the "Buyer,"

Purpose:

The purpose of this Contract is to establish the terms and conditions under which the Finder shall be entitled to receive a Finder's Fee for introducing the Buyer to real Property (the "Property") and / or the Property Seller or agent(s) / representative(s) of the Seller (the "Seller") in relation to potential real estate transactions.

Real Estate Transaction (the "Closing"):

A successful real estate transaction is defined as:
The Buyer purchasing ("Closing") real Property (the "Property") and / or.
The Buyer purchasing ("Closing") any interest in real Property (the "Property")
from the Seller regardless of method of purchase (including but not limited to owner / Seller finance, contract, land contract, agreement for deed, lease, rent / lease to own, note / debt purchase, business share purchase, etc.) following the initial introduction by the Finder.

Finder's Fee:

In consideration for the Finder's introduction of the Buyer to the Property and / or Seller or Seller's agent(s) / representative(s), the Buyer agrees to pay the Finder a Finder's Fee of seven percent (7%) of the final purchase price of the Property, minimum fee of ten thousand dollars ($10,000), whichever is greater (the "Finder's Fee"), if a successful real estate transaction is completed between the Buyer and the Seller following this introduction. The Finder's Fee shall be paid to the Finder immediately at the Closing of the real estate transaction between the Buyer and the Seller. The Finder's Fee shall be paid by the Buyer to the Finder either through traditional Closing Settlement disbursement proceeds (shown on the Closing Settlement Statement) or directly to the Finder via wire or certified check.

Finder's Obligations:

The Finder shall facilitate the initial introduction to the Property and / or Seller or his agent(s) / representative(s) and provide the Buyer with basic relevant information about the Property. The Finder is not responsible for any negotiations, contractual agreements, or other matters related to the transaction between the Buyer and the Seller. Buyer further agrees to hold harmless the Finder and does acknowledge and hereby agree and do release, indemnify and save and hold harmless the Finder and its agents, successors and or assigns or representatives for any and all actions, causes of action, litigation, suits, claims and demands for loss or damages, conditions that may occur. The provisions of this Section shall survive Contract and Closing.

Finder's Initials _____ Buyer's Initials BJB

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Confidentiality:

The Buyer acknowledges and agrees that any information received during the course of the introduction, including information related to the Seller and the Property, shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Finder.

Entire Agreement:

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Amendments:

Any amendments to this Contract must be made in writing and signed by both Parties.

Subsequent Transactions:

Should the Buyer and the Finder and / or the Buyer and the Seller, or any affiliates, associates, or related parties, engage in subsequent real estate transactions of any nature, including but not limited to additional purchases, Closings, sales, leases, or exchanges from the date of the initial introduction by the Finder, the Buyer agrees to pay the Finder a commission based on the terms outlined in this Contract for each subsequent transaction. The fee shall be calculated in the same manner as specified in the Finder's Fee section of this Contract.

Non-Circumvention:

Buyer does acknowledge and agree not to circumvent, avoid, or bypass the Finder's Fee arrangement by directly or indirectly engaging in any transaction related to the Seller or Property introduced by the Finder including but not limited to the Buyer or any affiliates, associates, or related parties of the Buyer using or influencing another individual or entity in any way to conduct a real estate transaction with the Seller or any affiliates, associates, or related parties of the Seller. The Buyer shall not enter into or cause to be entered into any agreement, transaction, or arrangement that would result in the Finder being deprived of the Finder's Fee as specified in this Contract. In the event that the Buyer or the Seller enters into any such transaction with the other Party introduced through the Finder's efforts, they shall remain liable to pay the Finder's Fee as outlined in this Contract. The Parties further agree to notify the Finder in writing of any discussions or negotiations related to Buyer or Property introduced by the Finder, and any subsequent transactions to ensure the Finder's Fee is duly paid in accordance with this Contract.

Closing Communication:

Buyer agrees to provide regular updates to the Finder regarding the Closing and further agrees to include the Finder in communication of the same.

Acknowledgement:

The Buyer acknowledges that the Finder is not a real estate agent / broker / Realtor and the Finder holds no professional licenses.

Severability:

Finder's Initials _____ Buyer's Initials BJB

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If any provision of this Contract is held to be invalid or unenforceable, it shall not have an effect on any other provision in this Contract. If possible, any unenforceable or invalid provision in this Contract shall be modified to show the original intention of the parties.

Notices:

Any notices or communications required or permitted to be given by this Contract must be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party.

IN WITNESS WHEREOF, the Parties hereto have executed this Finder's Fee Contract as of the Effective Date.

Finder: Great Deal Investing LLC

By: Nathan Johns

Its: Member

Date: 10/19/2023

Signature: _____ - as member

and

Buyer: J&B HOLDINGS GROUP, LLC

By: BRETT BURAS

Its: MANAGING MEMBER

Date: 10/30/23

Signature: _____

Finder's Initials _____ Buyer's Initials BJB

J&B HOLDINGS GROUP

Mobile Home Park Investors

DISCLAIMER:

This is not an offer to sell securities. Any person, entity, or organization must first be qualified by J&B Holdings Group, LLC (the "Company") and read all of the offering documents and attest to reading and fully understanding such documents. The Company and its affiliates are not licensed securities dealers or brokers and as such, do not hold themselves to be.

INFORMATIONAL PURPOSES ONLY:

This presentation should be construed as informational and not as an advertisement soliciting for any particular purpose. All securities herein discussed have not been registered or approved by a security regulatory agency in accordance with the Securities Act of 1933 or any state securities laws.

Exhibit 3

What We Do:

Asset Class.

J&B Holdings Group is focused on the acquisition, optimization and management of Mobile Home Parks.

Increase Value

Through hands-on management and deep operational experience, The J&B Holdings Group executes our proprietary MHP Playbook focusing on increasing value and high returns.

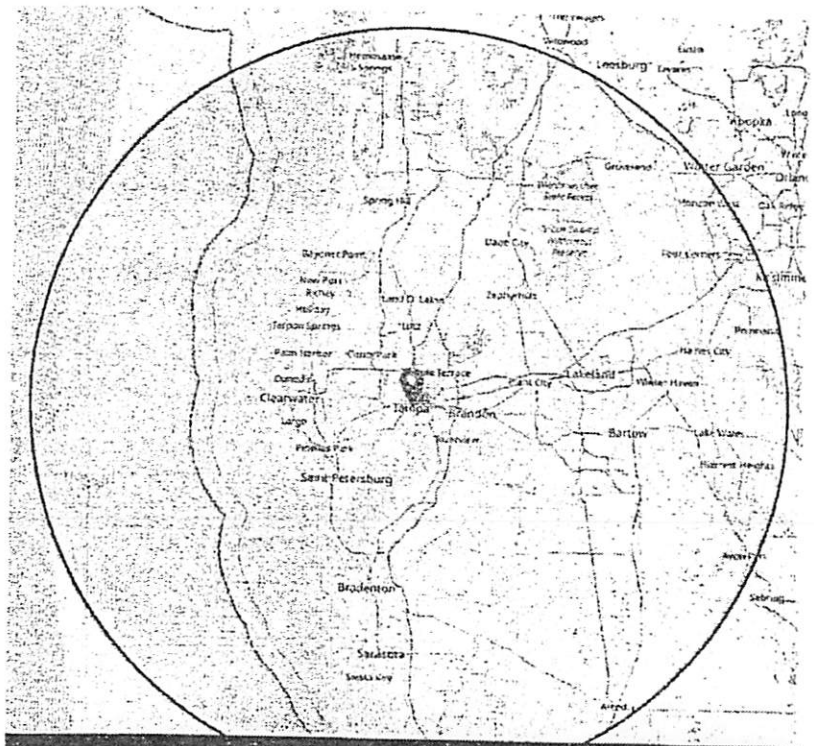
Markets

Market focus is driven by a significant operational advantage: We only buy in markets where we have:

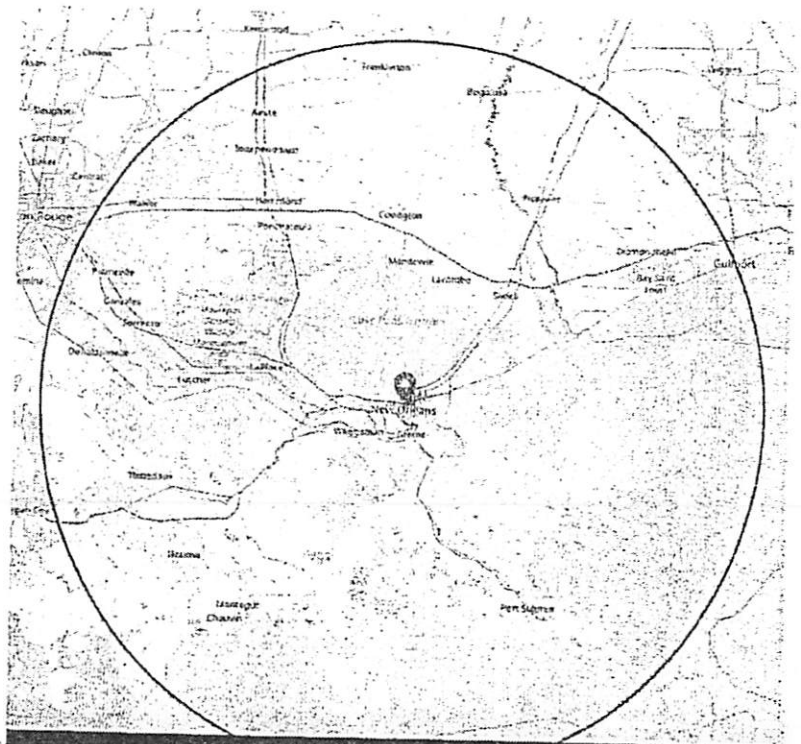
- Existing, thriving assets.
- Experienced, proven management.
- Dependable, proven tradesmen.

Capital is available for acquisition, partial ownership and improvements.

Where We Do It:

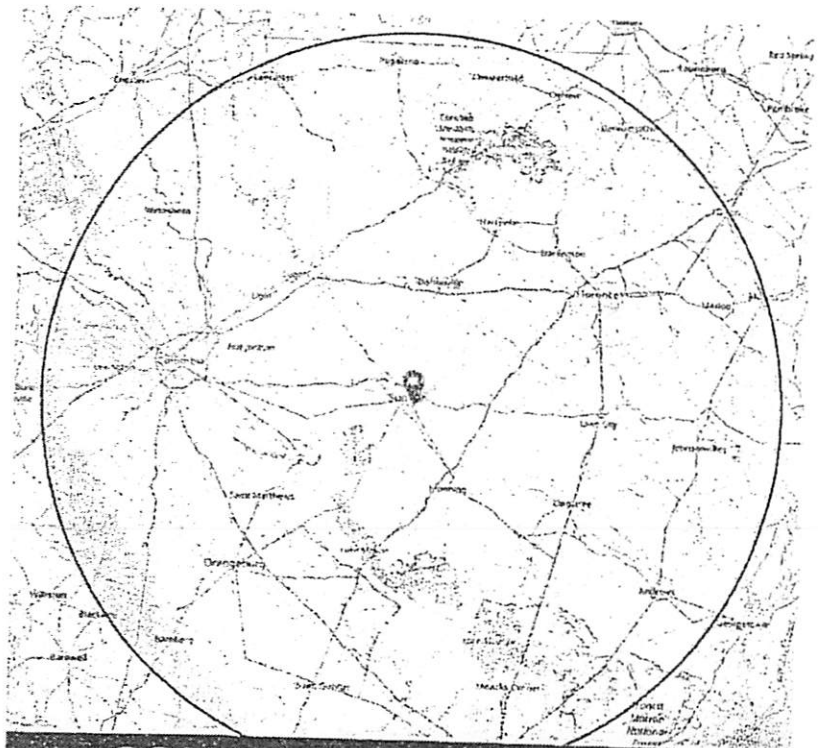


TAMPA AREA

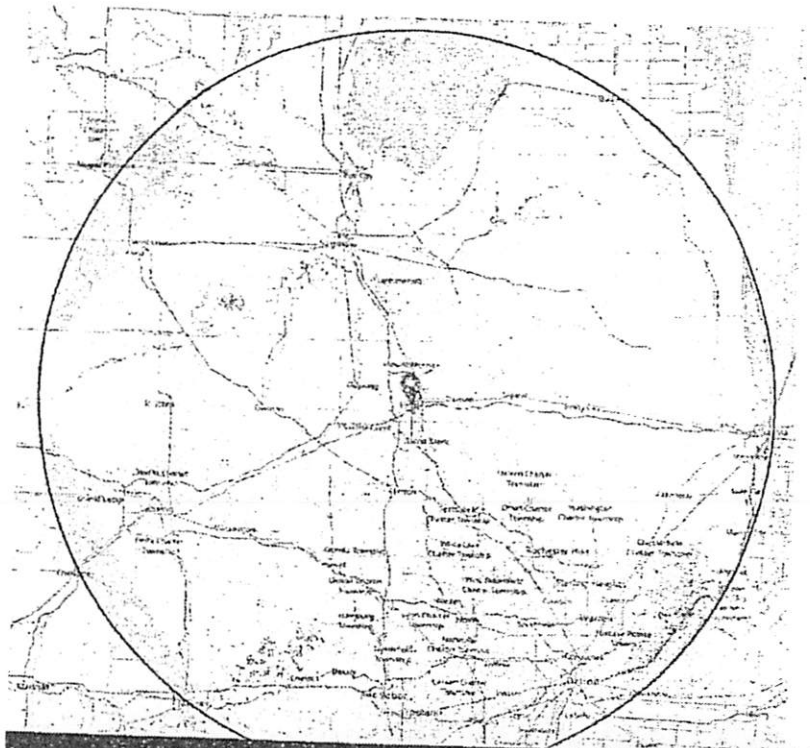


NEW ORLEANS AREA

Where We Do It:



COLUMBIA-SUMTER AREA



SOUTHEAST MICHIGAN

Brett Buras

Real Estate Investor & Business Owner

Extensive business background in the hospitality and real estate industries

200+ real estate investments.

Current MHP operator.

Deep experience in acquisition, optimization, stabilization.

Area of Focus

Growing the MHP portfolio.

Damian Bergamaschi

MHP Operator & MHP Fund Manager

Fund Manager of two syndications invested in Mobile Home Parks and Self Storage facilities.

Extensive background in land entitlement, development, and construction.

Area of Focus

Forcing appreciation on sub-institutional grade Mobile Home Parks.

Jared Burnett

Entrepreneur & Business Owner

Investments in commercial and residential real estate throughout the U.S.

Multi-location franchise restaurant owner.

International direct to consumer health and wellness business owner.

Area of Focus

Raising capital.

Steve Decker

Chief Financial Officer

CPA, C-suite executive.

20+ years of experience in the real estate accounting.

Current Focus

Accounting and Financial forecasting.

Financial due diligence on all prospective real estate and business acquisitions.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
	)	
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
	)	
Plaintiff,	)	
	)	**DEFENDANTS RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION**
v.	)	
	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
	)	
Defendants.	)	
	)	

RESPONSES TO REQUESTS FOR ADMISSION

1. J & B Holdings Group, LLC ("J & B") is a limited liability company organized and existing under laws other than the laws of this State.

RESPONSE: The Defendants admit this Request to Admit to the extent that J&B is a foreign limited liability company, in that it is a Texas limited liability company.

2. J & B is a foreign limited liability company.

RESPONSE: The Defendants admit this Request to Admit to the extent that J&B is a foreign limited liability company in that it is a Texas limited liability company.

3. J & B has transacted business in South Carolina within the three years preceding the filing of the Complaint.

RESPONSE: Denied.

4. J & B currently transacts business in South Carolina.

RESPONSE: Denied.

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5. Attached hereto and incorporated herein by reference as Exhibit A is a true, correct, and accurate copy of a promotional document provided by J & B to the Plaintiff.

RESPONSE: Denied. The document attached to Plaintiff's Request to Admit is not a promotional document.

6. J & B does not have a certificate of authority to transact business in this State.

RESPONSE: Admitted.

7. J & B has never had a certificate of authority to transact business in this State.

RESPONSE: Admitted. J&B is not required to have a certificate of authority.

8. J & B does not hold a license to practice real estate in South Carolina.

RESPONSE: Admitted. J&B does not represent buyers or sellers of real estate.

9. J & B has negotiated with sellers and lessees of real estate in South Carolina within the three years preceding the filing of the Complaint.

RESPONSE: Denied.

10. J & B has offered advisory services as a real estate consultant or counselor relating to real estate in South Carolina within the three years preceding the filing of the Complaint.

RESPONSE: Denied.

- Remainder of Page Left Blank Intentionally -

11. J & B has advertised or otherwise held itself out to the public as being engaged in the activities set forth in paragraphs 9, 10, and 11 within the three years preceding the filing of the Complaint.

RESPONSE: Denied.

BRUNER POWELL WALL & MULLINS, LLC

Joey R. Floyd, SC Bar No.: 68491
P.O. Box 61110
Columbia, SC 29260
803-252-7693
jfloyd@brunerpowell.com
Attorney for Defendants

July 22, 2024

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ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
Plaintiff,	)	**DEFENDANTS RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS TO PRODUCE**
v.	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
Defendants.	)	

TO: J. GREGORY STUDEMEYER, ESQUIRE, ATTORNEY FOR PLAINTIFF

RESPONSES TO INTERROGATORIES - FIRST SET

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: Brett Buras
c/o Joey R. Floyd
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
Columbia, SC 29260-1110

Damian Bergamaschi
c/o Joey R. Floyd
Bruner Powell Wall & Mullins, LLC
Post Office Box 61110
Columbia, SC 29260-1110

Stephen Smotts
Address unknown

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Nathan Johns
c/o J. Gregory Studemeyer
Studemeyer Law Firm, P.C.
Post Office Box 1014
Irmo, South Carolina 29063

Trishann Couvillion
Address unknown

Upon information and belief, there are no written or recorded statements beyond the documents being produced simultaneously herewith and the Affidavit of Nathan Johns.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim, and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: Upon information and belief, there is no insurance coverage for the claims asserted by Plaintiff against Defendants in this civil action.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

ANSWER: Business reputation damages, attorneys fees, costs and expenses associated with defending this civil action.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case. Please state the subject matter on which each such expert is expected to testify and state the substance of the facts and opinions to which the expert is expected to testify and give a summary of the grounds for each opinion.

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ANSWER: The Defendants have not identified an expert at this time. If Defendants elect to retain an expert witness, this interrogatory will be supplemented in accordance with the South Carolina Rules of Civil Procedure.

6. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: Brett Buras has knowledge about: (1) his conversations with Nathan Johns regarding the scope of the illegal Finders Fee Contract, (2) the execution of the illegal Finders Fee Contract, (3) the conversations that Nathan Johns agreed that he would not present any properties to Brett Buras that were on the market, (4) the negotiations that Nathan Johns conducted and/or attempted to conduct on behalf of Brett Buras (which are now known to be illegal under South Carolina law), (5) properties presented to Brett Buras were supposed to be "off market" sales, (6) Nathan Johns' illegal real estate services offered and provided to Brett Buras and (7) locating the property known as Hatchery Hill through a different contact / different source and (8) initiating the research to ascertain the viability of the purchase of the Hatchery Hill mobile home park before the Plaintiff illegally presented the property to Brett Buras and demanded a Finders Fee.

Damian Bergamaschi has some knowledge about: (1) his conversations with Nathan Johns regarding the illegal Finders Fee Contract, (2) locating the property known as Hatchery Hill through a different contact / different source and (3) researching the viability of the purchase of the Hatchery Hill mobile home park.

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Upon information and belief, Stephen Smotts has knowledge about his location of the Hatchery Hill property, his transmittal of a text message to Brett Buras regarding the possible acquisition of Hatchery Hill before Nathan Johns presented the Hatchery Hill Mobile home park to Brett Buras.

Upon information and belief, Nathan Johns has knowledge about (1) his conversations with Brett Buras regarding the scope of the illegal Finders Fee Contract, (2) the execution of the illegal Finders Fee C, (3) the conversations that he agreed that he would not present any properties to Brett Buras that were on the market, (4) the negotiations that he conducted and/or attempted to conduct on behalf of Brett Buras (which are now known to be illegal under South Carolina law), (5) properties presented to Brett Buras were supposed to be "off market" sales and (6) his illegal real estate services offered and provided to Brett Buras.

Upon information and belief, Trishann Couvillion has knowledge about the sale and owner financing of Hatchery Hill to Hatchery Hill MHC, LLC.

7. Set forth a list of all written communications, including emails and text messages, between any Defendant and Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") from October 30, 2023, through the date of the Defendants' answer to this interrogatory and continuing thereafter in accordance with Rule 26(e), SCRCP.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

8. If the Defendants are improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and pleading reflecting the correct information.

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ANSWER: All Defendants are improperly identified because the Plaintiff's actions in connection with its dealings with J&B Holdings Group, LLC were illegal and the Plaintiff cannot maintain this civil action. This civil action should be dismissed with prejudice. Moreover, the individual Defendants in this civil action should not be parties in this civil action.

9. Set forth a list of all written communications, including emails and text messages, relating to the Finder's Fee Contract identified in paragraph 19 of the Complaint, between and among the Defendants from October 30, 2023, through the date of the Defendants' answer to this interrogatory and continuing thereafter in accordance with Rule 26(e), SCRCP.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

10. Set forth a list of all written communications, including emails and text messages, relating to the circumvention of the Finder's Fee Contract between and among the Defendants from October 30, 2023, through the date of the Defendants' answer to this interrogatory and continuing thereafter in accordance with Rule 26(e), SCRCP.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

11. Set forth a list of all written communications, including emails and text messages, relating to the contract of sale identified in paragraph 26 of the Complaint, between and among the Defendants from October 30, 2023, through the date of the Defendants' answer to this interrogatory and continuing thereafter in accordance with Rule 26(e), SCRCP.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

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12. Set forth a list of all written communications, including emails and text messages, relating to the contract of sale between any of the Defendants and Couvillion or Pecan Grove or their agents or attorneys from October 30, 2023, through the date of the Defendants' answer to this interrogatory and continuing thereafter in accordance with Rule 26(e), SCRCP.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

13. Set forth a list of all documents in the Defendants' possession, custody, or control relating to Hatchery Hill MHC, LLC ("Hatchery Hill").

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

14. Set forth a list of all documents in the Defendants' possession, custody, or control relating to any assignment of the contract of sale with Couvillion or Pecan Grove from any Defendant to Hatchery Hill.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

15. Set forth a list of all documents in the Defendants' possession, custody, or control relating to the closing of the contract of sale with Couvillion or Pecan Grove.

ANSWER: A copy of all documents responsive to this interrogatory, if any exist, are being produced simultaneously herewith.

16. Give the name and address of the attorney who filed the articles of organization for Hatchery Hill.

ANSWER: InCorp Services, Inc., 9107 West Russell Road Suite 100, Las Vegas, Nevada 89148-1233.

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17. Give the name and address of the attorney who conducted the closing of the contract of sale with Couvillion or Pecan Grove.

ANSWER: Jared Smith, Smith Howell & Associates, LLC, 1185 Sunset Blvd., Suite B, West Columbia, SC 29169.

18. Give the name and address of any Defendant who attended the closings of the contracts of sale for Dalzell Village or Hatchery Hill.

ANSWER: Objection. Dalzell Village is not related to Hatchery Hill and is not owned by J&B Holdings Group, LLC. The Hatchery Hill property closing was handled remotely.

19. Set forth a list of all documents in the Defendants' possession, custody, or control relating to the payment of rent by tenants in Dalzell Village, Hatchery Hill, or any other mobile home park in South Carolina to any of the Defendants.

ANSWER: Objection. This interrogatory is overly broad, not reasonably calculated to lead to the discoverability of admissible evidence, is unrelated to the claim(s) asserted by the plaintiff, seeks information that is irrelevant to the claim(s) of the Plaintiff and is intended to harass the Defendants in this civil action by seeking unrelated financial information. Furthermore Dalzell Village is not owned by J&B Holdings Group, LLC and is not relevant to this civil action.

RESPONSES TO REQUESTS TO PRODUCE - FIRST SET

1. Any and all documents identified in the Defendants' answers to Plaintiff's First Set of Interrogatories.

RESPONSE: A copy of all documents responsive to this Request for Production, if any exist, which are not subject to any privileges are being produced simultaneously herewith, with the exception of any documents related to Dalzell Village, LLC.

2. Any and all documents that the Defendants intend to introduce as evidence at the

trial of this case.

RESPONSE: Objection. This Request seeks information that is protected by the work product privilege and / or seeks the mental impressions of Counsel. Notwithstanding, and without waiving the objection, a copy of all documents currently in the possession of Defendants that may be used as trial exhibits are being produced simultaneously herewith. Defendants may also use other documents gathered during the discovery phase of this case (if this civil action is not dismissed as a result of the illegal activities of Plaintiff in violation of SC Code § 40-57-5, et.seq.).

Joey R. Floyd, SC Bar No.: 68491
Bruner Powell Wall & Mullins, LLC
1735 St. Julian Place, Suite 200
Post Office Box 61110
Columbia, SC 29260-1110
(803) 252-7693
Attorney for the Defendants

Columbia, South Carolina
August 9, 2024

ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
	)	
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
	)	
Plaintiff,	)	**CERTIFICATE OF SERVICE**
	)	
v.	)	
	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
	)	
Defendants.	)	

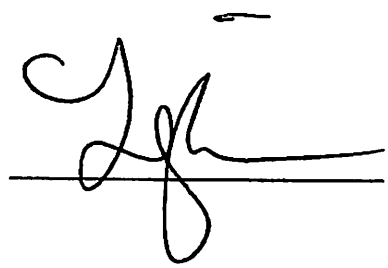
I, Leigh Dominick, an employee of Bruner, Powell, Wall & Mullins, LLC, attorney for the Defendants, do hereby certify that on August 9, 2024, I served a copy of the documents listed below on counsel of record by depositing a copy of same in the U.S. Mail, first-class, postage prepaid and addressed as follows:

Pleading(s)/Documents served:

- **Defendants Responses to Plaintiff's First Set of Interrogatories and Requests To Produce**
- **Documents bates labeled 0001-0188.**
- **Privilege Log**

Counsel served:

J. Gregory Studemeyer
STUDEMEYER LAW FIRM, P.C.
7478 Carlisle Street
Irmo, South Carolina 29063



Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: DPU City of Orangeburg Invoice# UB2252205-06062024 Notification

4 messages

Trishann Couvillion <pecangrovedigs@gmail.com> Fri, Jun 7, 2024 at 8:10 AM
To: Brett Buras <brett@thejbholdinggroup.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>, Steven Decker <sdecker@burnettglobal.com>

Good morning gentlemen. It looks like more DPU bills this month are now coming to me still. I'm so confused because I have closed all my accounts with them so I don't understand why your new account haven't started and why my old account is still being billed. Could someone follow up with DPU to get an update on what's going on? I probably called them six times last month and I thought this was finally finalized but it looks like it may not be. Thanks, Trishann Couvillion.

---------- Forwarded message ---------
From: **DPU City of Orangeburg** <no-reply@invoicecloud.net>
Date: Fri, Jun 7, 2024 at 1:55 AM
Subject: DPU City of Orangeburg Invoice# UB2252205-06062024 Notification
To: <pecangrovedigs@gmail.com>

You have a new invoice from DPU City of Orangeburg !

View Invoice or Pay Now

Want to be reminded later? Click here.

Dear PECAN GROVE DIGS LLC

A new invoice is now available to view online.

DPU City of Orangeburg offers a convenient online billing and payment system for you to access and pay your bills. Simply click on the **View Invoice or Pay Now** button to get started. You can review and print your invoice, pay electronically now, or schedule the date your invoice will be paid.

You may also access your invoice via our Customer Portal at https://www.invoicecloud.com/orangeburgsc.

If you have any questions regarding your account, please email us at customerservice@orbgdpu.com. Be sure to include your first name, last name, and account number.

Thank you for choosing to view and pay online,

Account Information

Account Number:

242122

Invoice Number:

UB2252205-06062024

Invoice Due Date:

6/26/2024

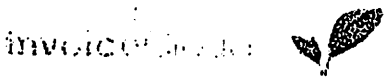
Balance Due:

0009

DPU City of Orangeburg

$28.70

Please Note: To ensure delivery of account related email notifications, please add no-reply@invoicecloud.net to your safe senders list.



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Certain email accounts block messages that you intend to receive. To make sure that you continue to receive updates from Invoice Cloud add no-reply @ invoicecloud.net to your address book.
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Brett Buras <brett@thejbholdinggroup.com> Fri, Jun 7, 2024 at 8:23 AM
To: Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Steven Decker <sdecker@burnettglobal.com>

Here's a possibility...

DPU wanted thousands of dollars in deposit money for the "revert to landlord" privilege. It was ridiculous, so I said no and that we would simply start up a new service or revert to our account on an as needed basis.

Steve, can you try to get this straight today? Once it's straight, Joy can take over.

I will be in Orangeburg next week, so if a F2F meeting is needed, with visual proof of resolution, I can do it.

Brett Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC | LA
[Quoted text hidden]

Steven Decker <sdecker@burnettglobal.com> Fri, Jun 7, 2024 at 10:56 AM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Brett Buras <brett@thejbholdinggroup.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Hello Trishann,

I noticed the Account Number is neither of the 2 Accounts we just settled on Wednesday, May 5.

See screenshot below of my email to you:

Both 5-17-24 Invoices (Account 245154 and 241901) have now been paid.

The Notice you forwarded this morning refers to a different account, Account 242122.

0010

Could it be that you had 3 accounts, just as we do ?

Can you please send me a copy of the 242122 Invoice ?

I will get an answer and get back to you today.

Thanks,

Steven Decker

Hatchery Hill MHC LLC

Financial Controller

480-662-8350

Sent from Mail for Windows

From: Trishann Couvillion
Sent: Friday, June 7, 2024 8:10 AM
To: Brett Buras; Damian Bergamaschi; Steven Decker
Subject: Fwd: DPU City of Orangeburg Invoice# UB2252205-06062024 Notification

Good morning gentlemen. It looks like more DPU bills this month are now coming to me still. I'm so confused because I have closed all my accounts with them so I don't understand why your new account haven't started and why my old account is still being billed. Could someone follow up with DPU to get an update on what's going on? I probably called them six times last month and I thought this was finally finalized but it looks like it may not be. Thanks, Trishann Couvillion.

---------- Forwarded message ---------
From: **DPU City of Orangeburg** <no-reply@invoicecloud.net>
Date: Fri, Jun 7, 2024 at 1:55 AM
Subject: DPU City of Orangeburg Invoice# UB2252205-06062024 Notification
To: <pecangrovedigs@gmail.com>

You have a new invoice from DPU City of Orangeburg !

View Invoice or Pay Now

0011

Virus-free.www.avast.com

Steven Decker <sdecker@burnettglobal.com> Fri, Jun 7, 2024 at 5:10 PM
To: Trishann Couvillion <pecangrovedlgs@gmail.com>
Cc: "brett@thejbholdinggroup.com" <brett@thejbholdinggroup.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>, Joy Besana <joy@thejbholdinggroup.com>

Thanks Trishann,

Appreciate the Good News !

Enjoy your weekend,

Steve

Sent from Mail for Windows

From: Trishann Couvillion
Sent: Friday, June 7, 2024 4:59 PM
To: Steven Decker
Subject: Re: DPU City of Orangeburg Invoice# UB2252205-06062024 Notification

Hi Steven! Actually, I just looked into it further and I didn't realize that this bill was for one additional mobile home that I own on a different property. Sorry for the confusion. Thanks so much, Trishann.

On Fri, Jun 7, 2024 at 10:56 AM Steven Decker <sdecker@burnettglobal.com> wrote:

Hello Trishann,

I noticed the Account Number is neither of the 2 Accounts we just settled on Wednesday, May 5.

See screenshot below of my email to you:

Both 5-17-24 Invoices (Account 245154 and 241901) have now been paid.

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Can you please send me a copy of the 242122 Invoice ?

I will get an answer and get back to you today.

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Steven Decker

Hatchery Hill MHC LLC

Financial Controller

480-662-8350

Sent from Mail for Windows

From: Trishann Couvillion
Sent: Friday, June 7, 2024 8:10 AM
To: Brett Buras; Damian Bergamaschi; Steven Decker
Subject: Fwd: DPU City of Orangeburg Invoice# UB2252205-06062024 Notification

Good morning gentlemen. It looks like more DPU bills this month are now coming to me still. I'm so confused because I have closed all my accounts with them so I don't understand why your new account haven't started and why my old account is still being billed Could someone follow up with DPU to get an update on what's going on? I probably called them six times last month and I thought this was finally finalized but it looks like it may not be. Thanks, Trishann Couvillion

[Quoted text hidden]
[Quoted text hidden]

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: DPU May bill for 108HH

3 messages

Trishann Couvillion <pecangrovedigs@gmail.com> Wed, Jun 5, 2024 at 3:08 PM
To: Steven Decker <sdecker@burnettglobal.com>, Brett Buras <brett@thejbholdinggroup.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Here's the 2nd DPU bill due 06.06. Thanks, Trishann

---------- Forwarded message ---------
From: **Trishann Couvillion** <pecangrovedigs@gmail.com>
Date: Sat, May 18, 2024 at 10:05 AM
Subject: DPU May bill for 108HH
To: Brett Buras <brett@thejbholdinggroup.com>

Good morning Brett! Well, as I'm sure you've noticed DPU is not the slickest company to work with so they have still kept some of the bills in my name for me even though I've called them multiple times to let them know. I've sold the park but they lost the semantics so they haven't quite figured out yet. This is the bill for May for 108 Hatchery Hill Road. I'm thinking it may be easiest if you contact them and just pay it using my account number at the top, but if you want to reimburse me and I pay it, I'm also fine with that. Whatever is easiest for you. Please just let me know either way. Thanks so much, Trishann

PDF_GetBillImage.pdf
156K

Steven Decker <sdecker@burnettglobal.com> Wed, Jun 5, 2024 at 3:39 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Brett Buras <brett@thejbholdinggroup.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>, Joy Besana <joy@thejbholdinggroup.com>

Hello Trishann,

Both 5-17-24 Invoices (Account 245154 and 241901) have now been paid.

Payment receipts are attached.

Thank you,

Steven Decker

Hatchery Hill MHC LLC

Financial Controller

480-662-8350

Sent from Mail for Windows

0015

[Quoted text hidden]

Virus-free.www.avast.com

2 attachments

DPU Invoice 5-17-24 Account 241901 payment receipt 6-5-24.pdf
97K

DPU Invoice 5-17-24 Account 245154 payment receipt 6-5-24.pdf
97K

Trishann Couvillion <pecangrovedigs@gmail.com> Wed, Jun 5, 2024 at 11:15 PM
To: Steven Decker <sdecker@burnettglobal.com>
Cc: Brett Buras <brett@thejbholdinggroup.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>, Joy Besana <joy@thejbholdinggroup.com>

Received, thank you.
[Quoted text hidden]

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: DRAFT of P&S Hatchery Hill MHP

1 message

Brett Buras <brett@thejbholdinggroup.com> Fri, Mar 1, 2024 at 8:10 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>

So far, looks ok.

Brett Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC

---------- Forwarded message ---------
From: **Trishann Couvillion** <pecangrovedigs@gmail.com>
Date: Fri, Mar 1, 2024 at 6:17 PM
Subject: DRAFT of P&S Hatchery Hill MHP
To: Brett Buras <brett@thejbholdinggroup.com>

My notes so far...about half way through the Doc and will review the rest tomorrow. Thanks, Trishann

DRAFT Commercial_PSA_ Hill Hatchery MHP.pdf
1440K

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: Hatchery Hill MHP

1 message

Brett Buras <brett@thejbholdinggroup.com>
To: Damian Bergamaschi <damianbergamaschi@gmail.com>
Thu, Mar 28, 2024 at 4:09 PM

---------- Forwarded message ---------
From: **Trishann Couvillion** <pecangrovedigs@gmail.com>
Date: Thu, Mar 28, 2024 at 4:06 PM
Subject: Hatchery Hill MHP
To: Brett Buras <brett@thejbholdinggroup.com>

Hey Brett! I'm driving back from Charlotte now and as I think things over I figure, I figured I would just use voice text to share where my head is at while I'm driving. I appreciate the breakdown of price options you sent the other day. I believe you know that even with the challenges on some of the units, you guys are getting a really good deal on this park. (I had someone take a look at all of the insulation Under each unit yesterday and I would say half the units do have some issues with insulation, but the other half are in pretty good condition. Also, that one soft spot issue in the unit you looked at in the bathroom was fixed three days ago).

Recently, I had the park listed at over $650,000, but when I really took a look through everything last month, I do feel very fair at where it now sits at $540,000. Or of course you could do the cash price of $510,000. You guys are up at bat, and it's your choice as to whether you want to move forward, but I know where I sit with this and what my family and I need for this to make sense for us. And because I have a number of others who are waiting to put offers in, two of which are above my asking price, and seven offers total, I just can't make the concessions you guys are requesting. All my tenants are paying rent and repairs needed to their units, will most likely be done when and if they move out in the future anyways, so adding a bit to your repair list at that time, for any upgrades you guys want to make, just makes sense to tackle then. I won't share any future profits from the work to be done, so this also only makes sense from my perspective. I know that you guys will be able to fill the park quite quickly, and I know that the park would be in very capable hands with you, so I do hope that we can move forward Into creating a promissory note and finalizing this deal. Doug is at the ready. And as Of right now, I am collecting a fair amount in rent every month so it doesn't behoove me to rush this process, as I do know what I need out of this process.

Please feel free to reach out after 6 PM, after you have Had a chance to read through this. Thanks so much, Trishann.

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: Photos of Lot 8 - 108 HH Road - 2bed/1bath

1 message

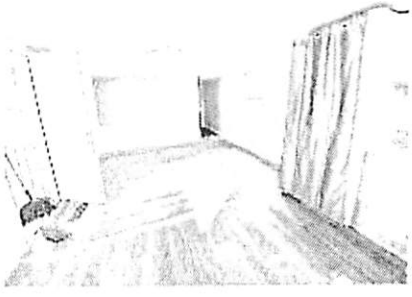
Brett Buras <brett@thejbholdinggroup.com> Fri, Apr 19, 2024 at 7:13 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>

Brett Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC | LA

---------- Forwarded message ---------
From: **Trishann Couvillion** <pecangrovedigs@gmail.com>
Date: Fri, Apr 19, 2024 at 6:48 PM
Subject: Photos of Lot 8 - 108 HH Road - 2bed/1bath
To: Brett Buras <brett@thejbholdinggroup.com>

This unit is on Lot #8, 108 Hatchery Hill Road, and it is a two bedroom, one bathroom unit that I usually rent for $725 a month

7 attachments



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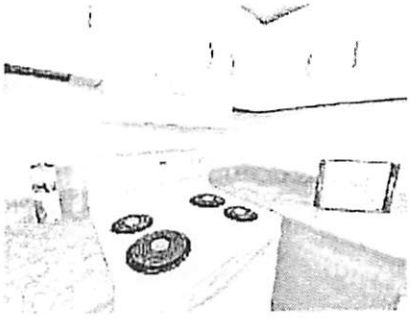

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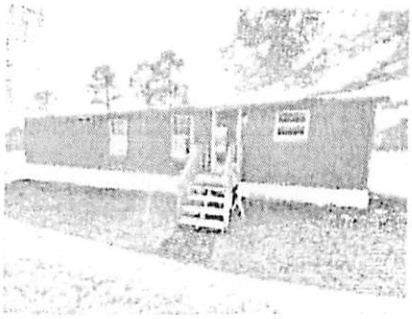

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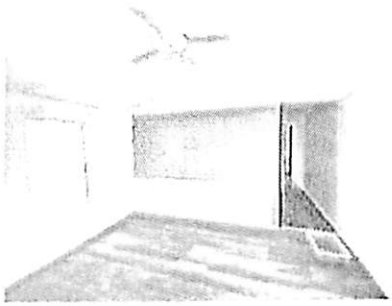

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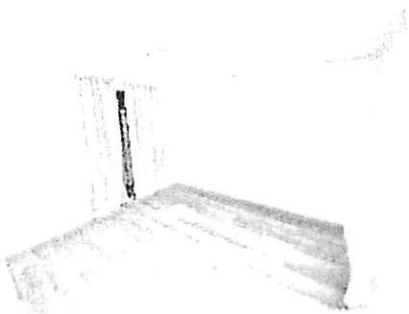


IMG_2912.jpg
2007K

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: Update HH MHP

2 messages

Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 18, 2024 at 5:33 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>

Let's talk about this.

---------- Forwarded message ---------
From: **Trishann Couvillion** <pecangrovedigs@gmail.com>
Date: Thu, Apr 18, 2024 at 3:54 PM
Subject: Update HH MHP
To: Brett Buras <brett@thejbholdinggroup.com>

Hey Brett.

So.. I just got a call recently from one of the tenants. They let me know that unfortunately, they lost their job this week. It's John Trebec and Jacqueline Woodall and their two small girls on Lot 11 at 122 Hatchery Hill Road. They said they have been trying to figure out what to do and have decided they need to move in with family in Ohio. I guess they are trying to move now. Their April rent has been paid and I also collected a 2x Security Deposit when they moved in. I am only going to give them back just half of their SD, as they cannot give me a 30 day notice and I'm going to credit May's 'rent' from their SD will go to you, ($850) which will basically cover May's rental amount so we have some time to fill the unit without losing May's rent.

I had Anthony walk over there and talk to them and take a look inside their unit and he said if they have to leave some items behind, he'll take care of them and then he'll do a once over deep clean of the unit to prep it for a new renter. I'm going to list the unit online soon, once Anthony tells me they are fully moved out and I'll start vetting new tenants.

I feel bad this is happening for all of us, but when a tenant loses their job, I also know they would have a hard time paying rent in the near future, so it's best they move out.

Ok, talk soon. Trishann

Brett Buras <brett@thejbholdinggroup.com> Fri, Apr 19, 2024 at 1:07 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>, Apple Tan <apple.tan224@gmail.com>

Trishann,

I understand and this sucks.

We will take care of any marketing of vacant units. I am hoping you can help me with one item...

Can you ask Anthony to take multiple exterior and interior pics of each of the vacant units? Please let him know that these pics are for marketing, so please ask him to do his best to make sure they are well lit, don't show people or personal stuff and don't show peoples junk.

I don't need "close ups". Nicely lit, multiple wide shots of kitchens, bathrooms, living rooms.

Also, if you can let me know # of beds and baths for each vacant unit along with the associated pics... in other words, I have no way of knowing which pics go with which unit.

Please reply to all when you have this together so that Apple (our marketing admin) gets the pics and bed bath counts.

The sooner the better.

Thanks,

0021

Brett
[Quoted text hidden]

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: Update on HH MHP

1 message

Brett Buras <brett@thejbholdinggroup.com> Mon, Apr 15, 2024 at 3:29 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>

Do you think it would be a bad idea for us to start running ads now for Hatchery Hill?

Brett

---------- Forwarded message ---------
From: **Trishann Couvillion** <pecangrovedigs@gmail.com>
Date: Mon, Apr 15, 2024 at 3:13 PM
Subject: Update on HH MHP
To: Brett Buras <brett@thejbholdinggroup.com>

Hey Brett!

Couple things. I just requested some info from Doug about Title and he said he believes they either have it in office today or it will arrive tomorrow for review on their end and then it should be ready.
And I also wanted to let you know, since I can't use Facebook marketplace right now, I am definitely getting less inquiries for the open units, and though they are better qualified, still definitely a fair amount less inquiries overall. I'm talking to a couple people right now and trying to get them through their paperwork process so that they can come view the units as soon as possible.

Thanks, Trishann

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Hatchery Hill Update

3 messages

Brett Buras <brett@thejbholdinggroup.com> Thu, Mar 7, 2024 at 8:23 AM
To: Marcy Buras <marcyburas@gmail.com>, Steven Decker <steven.d.decker@hotmail.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Marcy,

I added a folder to the Hatchery Hill DD folder called: Don't Haves 3-6.

Please take a look and update the Haves Don't Haves document when you get a minute.

Thanks.

—
Brett Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC

Marcy Buras <marcyburas@gmail.com> Thu, Mar 7, 2024 at 10:53 AM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Steven Decker <steven.d.decker@hotmail.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Haves and Don't Haves are up to date as per what she sent this morning. One question regarding taxes. She provided 21 and 22. Do we need to ask about 23?

Marcy
[Quoted text hidden]

Steven Decker <steven.d.decker@hotmail.com> Thu, Mar 7, 2024 at 10:59 AM
To: Marcy Buras <marcyburas@gmail.com>, Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Steven Decker <sdecker@burnettglobal.com>

Hello All,

Please use my other email address for all J&B correspondence:

sdecker@burnettglobal.com

Thanks,

Steve

Sent from Mail for Windows

From: Marcy Buras <marcyburas@gmail.com>
Sent: Thursday, March 7, 2024 10:53:46 AM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Steven Decker <steven.d.decker@hotmail.com>; Damian Bergamaschi <damianbergamaschi@gmail.com>
Subject: Re: Hatchery Hill Update

[Quoted text hidden]

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Re: 24-6229; 104 Joree Drive; Pecan Grove Digs, LLC to J&B Holdings Group, LLC; n/a - SELLER FINANCING

2 messages

Brett Buras <brett@thejbholdinggroup.com> Wed, Apr 10, 2024 at 4:09 PM
To: Rae McArthur <Rae@smithhowell.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>
Cc: Trishann Couvillion <pecangrovedigs@gmail.com>, Doug Laflin <Doug@smithhowell.com>, Amaris Cruz <amaris@smithhowell.com>

We are not being represented, but our attorney reviews title work as do we.

I am waiting for the LLC docs. In an effort to keep things moving, attached you will find (4) additional items:

1. Order confirmation for the Hatchery Hill MHC LLC (SC LLC) that is the purchasing entity for the Hatchery Hill MHP.
2. EIN for Hatchery Hill MHC LLC
2. J&B Holdings Group, LLC articles.
3. Active Real Estate, LLC articles.

Trishann, J&B Holdings Group and Active Real Estate are the members of the Hatchery Hill MHC LLC.

Please let me know if you need anything else.

Brett

On Wed, Apr 10, 2024 at 10:47 AM Rae McArthur <Rae@smithhowell.com> wrote:

> Are you being represented by another attorney? If so, who is that attorney and what is the best contact information for them?
>
> **Rae McArthur**
>
> ***Smith Howell & Associates, LLC***
>
> 1185 Sunset Blvd., Suite B
>
> West Columbia, S.C. 29169
>
> *Ph: (803) 764-2490*
>
> *Email:* rae@smithhowell.com
>
> If you do not receive a responsive email from me within one (1) hour, please email Attorney Jared D. Smith, at jared@smithhowell.com and/or Attorney Jonathan G. Howell, at jonathan@smithhowell.com
>
> If you do not receive a return phone call from me within three (3) hours, please call our office directly at (803) 764-2490 and ask to speak to Attorney Jared D. Smith and/or Attorney Jonathan G. Howell.
>
> If you are unable to reach anyone at our office, please contact Attorney Jared D. Smith directly at (803) 518-4698 and/or Attorney Jonathan G. Howell at (803) 767-3419.

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Re: April Rent Spreadsheet

2 messages

Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 11, 2024 at 1:43 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Thanks Trishann,

The Saddle Dr road leading to the other property doesn't have anything stopping a vehicle from entering your property to access that property. We made note of it when we were there. It looked like it was being used. I look forward to Anthony's response.

Damian, take a look at the attached and Trishann's comments about applicants. I believe her criteria is higher than ours... especially with regards to income. Can you talk with Trishann on this? Maybe look at the applicants and weigh in on the decision?

I really want to get these units filled with qualified (our criteria) before we close.

Brett

On Thu, Apr 11, 2024 at 1:30 PM Trishann Couvillion <pecangrovedigs@gmail.com> wrote:

> Afternoon Brett!
>
> Hope you don't mind, but I took the liberty of updating the spreadsheet with all current info and attached a copy here. Lot 8 was missing, so I added it and it's the currently vacant 2bed/1bath. I also updated tenant names by adding them or taking them away and made notes to clarify also.
>
> As for vetting potential tenants for the two vacant units, we've shown the unit a few times this week and have another potential tenant coming by this afternoon, who is qualified. I do worry I am a bit too astringent with my guidelines for whom I'll rent to, but I worry so much about future headaches that I can't help myself. I'm working on it each day and have a number of other people inquiring, but I have to wait for them to submit their applications and background checks for every adult in their family and it seems to take a few days each.
>
> I definitely want to fill them before y'all take over and I'm also having Anthony do another cleaning of them, more of a deep cleaning today as one potential tenant gave me the feedback yesterday that there was soap scum in the tub when he viewed it yesterday. Minor issue overall I think, but tenants can be picky (even though they aren't the cleanest themselves) and if I was there in person I would have caught that and cleaned it before showing, but he's taking care of it.
>
> On that note, I believe I've shared that Anthony has been a god-sent for me as he's reliable, available immediately most times I request his help. Also, I only pay him $15 an hour for ANY job and only $5 to do a showing and yet I feel the need to share... He is super honest, trusthworthy and nice, but if I'm being super straightforward he sometimes lacks common sense. I over explain everything (to everyone usually) but I find that sometimes things STILL get lost in translation with him. I'm telling you this because I believe he will stay a valuable resource for you guys, but please know this when giving him tasks. He cleaned the vacant units for me recently, but when a potential tenant told me yesterday after he showed them the unit, that there was soap scum in the tubs I realize I didn't clearly explain that cleaning a unit for move-in prep actually includes some elbow grease! Anthony is rectifying it today. Anyways, just wanted to give you a heads up! :)
>
> Trishann

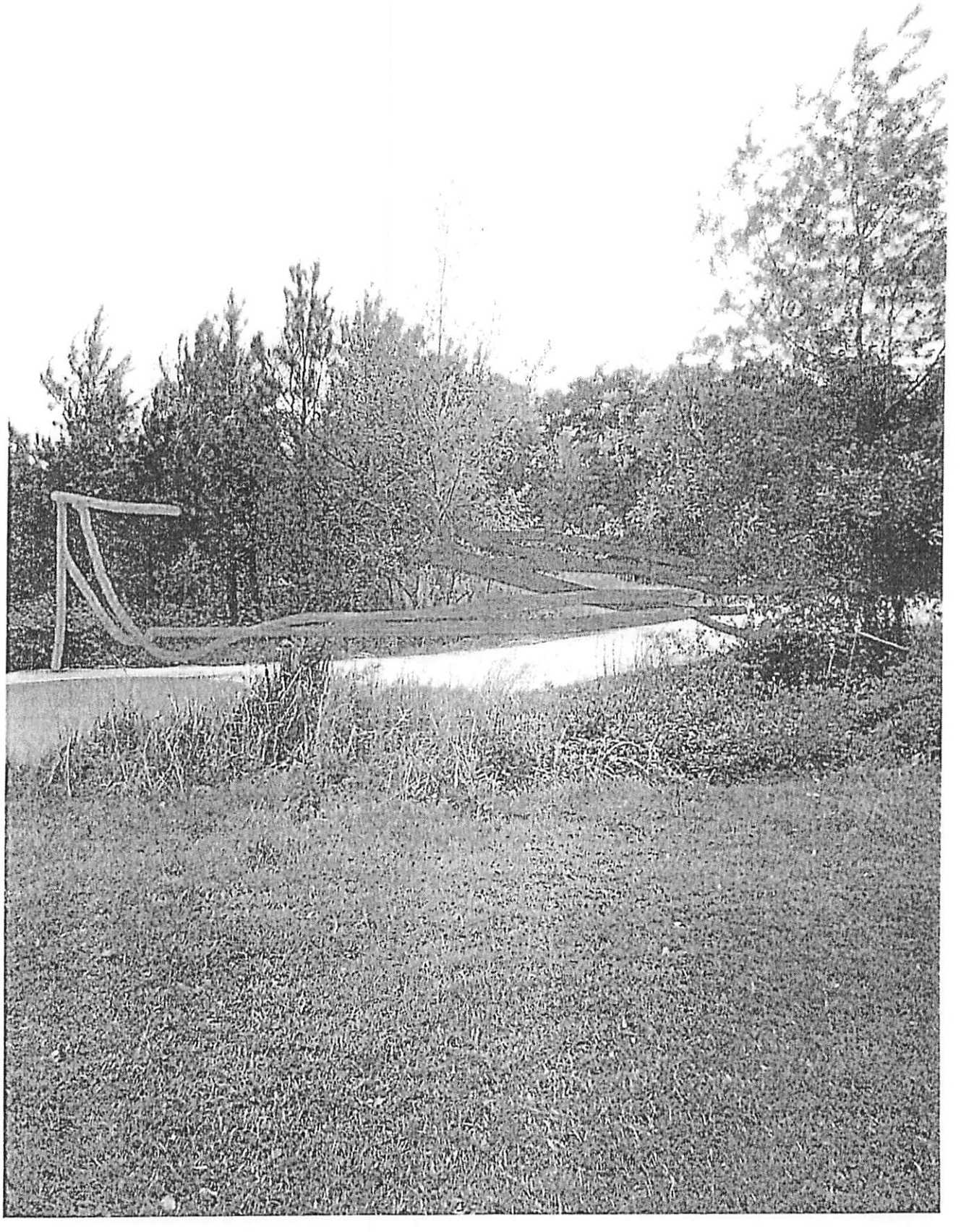
Brett HATCHERY HILL MHP APRIL RENT COLLECTION UPDATED by Trishann.pdf
336K

Trishann Couvillion <pecangrovedigs@gmail.com> Thu, Apr 11, 2024 at 3:22 PM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>

0032

Yes, I would look forward to talking to Damian about the rental criteria.

And per some investigation on Anthony and myself's behalf, it seems that the property to the south of Hatchery Hill is used by a few people for hunting. I did know that people hunt in the general area and in the property behind Hatchery Hill to the east, but I did not realize that they were using SaddleDrive to enter the property to the south. He said about 300 feet into the south property he saw a gate and he did see a deer stand. There is a lot of hunting that happens in South Carolina in general, so in order to close off that area you may want to put some metal poles or something in, but I had never noticed any car use Saddle Drive to go into property. I'll attach a photo and the little blue line is where Cannon Bridge Road SC and then to the right is where people are turning into the South property. Hope this helps, Trishann.



[Quoted text hidden]

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Re: Closing Paperwork Final Updates Needed

4 messages

Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 25, 2024 at 5:28 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>, Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Doug Laflin <Doug@smithhowell.com>, "Jared D. Smith" <jared@smithhowell.com>

Trishann,

Did you look at the attachment that I provided? These are your security deposit numbers from due diligence.

I am not saying you are wrong, I am asking what I am missing that is causing the number to be much lower than the attached.

Sadly, property management software does move as fast as you. Onboarding residents, ACH set up, etc won't happen between now and 5/1.

I think there is a simpler way to handle May rent collection and not put us at risk or create confusion for the residents.

Closing is fine, but I would like you to collect the rent for May.

This will give us the rest of the month to insure that the residents are ready for the transition.

Brett Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC | LA

On Thu, Apr 25, 2024 at 4:06 PM Trishann Couvillion <pecangrovedigs@gmail.com> wrote:

NO, the Security Deposits equal exactly $7,150.00 ONLY!! And that is what is on the Settlement Statement currently!
I'm hoping we can close on Tuesday April 30th, so ALL May rents go to buyer! Is everyone ok with this??
Prorating Taxes is just fine!
I have to rush to the notary/FedEx to now notarize the lease assignments... I'll go over rest of email as soon as I get back to my computer!
Thanks, Trishann

On Thu, Apr 25, 2024 at 3:43 PM Doug Laflin <Doug@smithhowell.com> wrote:

Below I have addressed each of the edits/questions each of you put forward individually, but here are my major line items:

1. Trishann, do you agree with the security deposits in the amount of $9,338.00? If so, please account for any changes from what was agreed upon in the contract.
2. Trishann, do you want to calculate the full rent due for May and credit Brett for this, or would you prefer to close on or after May 10? (Probably Monday May 13)
3. Trishann, I need to get the assignments of lease and rents for each of the mobile homes signed, notarized, and returned to us.
4. Once we establish the closing date, I can prorate the taxes.

Trishann's Edits:

1. The Address for Pecan Grove Digs, LLC is: PO Box 222 Asheville, NC 28802 **DONE**

2. The Address for buyers (Hatchery Hill MHC LLC) I saw earlier was a Lexington, SC Address. **DONE**

3. Line 1304 has $250 for Deed In Lieu of Foreclosure, but Jared stated that this document is not possible or needed since the buyer is using borrowed money. Can you deduct the $250 from Seller Costs? **DONE**

4. Line 1305 - It states Seller pays $500 for Draft of Notes & Mortgages x2 - But Buyer should pay I would assume, half of these costs, for the 2nd Prom Note and 2nd Real Estate Mortgage draft costs since it is for their loan, not sellers. **DONE**

5. Line 1308 States that Orangeburg County Taxes are: 3,229.43, but the Tax Bills only states taxes due in the amount of: $2,808.20. Can you please update to the correct amount for seller? **If you look at the tax bill, it notes that with penalties, the full tax bill is $3229.43. I can forward you the tax bill if you would like; this is what the tax office is saying we need to collect.**

6. On the $200,000 Promissory Note for the buyers Loan, #3 still says $166,666.67. Please correct. **DONE**

7. On the 1st Real Estate Mortgage Document, the last sentence on #7 still states: Beginning on October 1, 2025, Borrower will make One Hundred Sixty Two

(162) payments of Three Thousand Six Hundred Fifty One Dollars and Forty One Cents ($3,651.41). **DONE**

Please make sure to update 162 payments to 180 payments. Also, please update the Maturity Date to December 1, 2040, I believe it is. Thank you!! **DONE**

8. Last page of both Real Estate Mortgage Paperwork shows 15 pages, but all pages say page number out of 14 pages. Not sure if this needs to be updated but last pages say:

Page 15 of 14 **DONE**

Exhibit A

Brett's Edits:

Edits / Questions

Security Deposits

The review of leases determined security deposits in the amount of $9,338.00 (see attached).

We need to understand how this number changed. Specifically, which security deposits are not included now that were accounted for during DD? **Trishann, can you please provide more detail about this charge and how it's changed from what was agreed upon? Once I see an agreement, I'll add those numbers to the settlement sheet**

Property Taxes

This seems pretty simple.

The Seller is responsible for 2024 taxes to the day of closing.

The Buyer is responsible for taxes from the day after closing and into the future.

Just want to ensure this is what's happening. **This is what will happen- we need to pick the closing date to prorate the taxes out.**

0036

Rent Collection

The danger in closing near the first of the month is confusion in rent collection for the tenants. I would suggest that we calculate 100% rent collection for May and that is included in the Seller contributions. The Seller will collect May rent and we can transition the account to our PM software after May rent collection. This will create the best solution for the Park, eliminate any confusion or room for any "I sent it to Trishann" or "I sent it to the new guys" conversations. We have no interest in tenant gaslighting.

Or

We can close after the May rent collection cycle is complete and May rent would be pro-rated to us for 20 days. **Trishann, would you like to credit Brett for 100% rent collection for May or wait to close on May 10?**

Buyer Settlement Charges

Can you please provide a breakdown of the $4,577.00. **The breakdown of the $4577.00 is on page two- of the settlement sheet. It shows every charge that was added into your settlement charges, and now I've moved $250 over for note and mortgage creation for the note and mortgage for the second lender.**

Second Mortgage

Please make the start date 6/1/24

Title Commitment, Searches, etc.

Please provide. **Forthcoming soon.**

Thanks,

Doug

Douglas J. Laflin, Esq.

PLEASE NOTE THAT I WILL BE OUT OF OFFICE FOR VACATION FOR THE WEEK OF MAY 6, 2024. I WILL RETURN ON MONDAY, MAY 13

Smith, Howell & Associates, LLC

Phone: (843) 576-9225 (c)

Phone: (803) 764-2490 (o)

Fax: *(803) 764-4191*

Email: Doug@SmithHowell.com

Check out my SC Real Estate Youtube Channel: www.youtube.com/@LaflinLaw

SUMMERVILLE OFFICE

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102 West 8th North St, Suite D

Summerville, SC 29483

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Security Federal Bank Building

1185 Sunset Blvd., Suite B

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SMITH, HOWELL & ASSOCIATES LLC

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From: Trishann Couvillion <pecangrovedigs@gmail.com>
Sent: Thursday, April 25, 2024 9:21 AM
To: Jared D. Smith <Jared@smithhowell.com>; Doug Laflin <Doug@smithhowell.com>; Trishann Couvillion <pecangrovedigs@gmail.com>
Subject: Closing Paperwork Final Updates Needed

Thanks so much Doug and Jared!

I believe Brett already sent you his email and here is my list of updates/corrections that I believe are needed...,

Ok, here is a list of updates needed:

1. The Address for Pecan Grove Digs, LLC is: PO Box 222 Asheville, NC 28802

2. The Address for buyers (Hatchery Hill MHC LLC) I saw earlier was a Lexington, SC Address.

3. Line 1304 has $250 for Deed in Lieu of Foreclosure, but Jared stated that this document is not possible or needed since the buyer is using borrowed money. Can you deduct the $250 from Seller Costs?

4. Line 1305 - It states Seller pays $500 for Draft of Notes & Mortgages x2 - But Buyer should pay I would assume, half of these costs, for the 2nd Prom Note and 2nd Real Estate Mortgage draft costs since it is for their loan, not sellers.

5. Line 1308 States that Orangeburg County Taxes are: 3,229.43, but the Tax Bills only states taxes due in the amount of: $2,808.20. Can you please update to the correct amount for seller?

6. On the $200,000 Promissory Note for the buyers Loan, #3 still says $166,666.67. Please correct.

7. On the 1st Real Estate Mortgage Document, the last sentence on #7 still states: Beginning on October 1, 2025, Borrower will make One Hundred Sixty Two

(162) payments of Three Thousand Six Hundred Fifty One Dollars and Forty One Cents ($3,651.41).

Please make sure to update 162 payments to 180 payments. Also, please update the Maturity Date to December 1, 2040, I believe it is. Thank you!!

8. Last page of both Real Estate Mortgage Paperwork shows 15 pages, but all pages say page number out of 14 pages. Not sure if this needs to be updated but last pages say:

Page 15 of 14

Exhibit A

Thanks guys! Trishann Couvillion

415.425.2733

Trishann Couvillion <pecangrovedigs@gmail.com> Thu, Apr 25, 2024 at 5:44 PM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>, "Jared D. Smith" <jared@smithhowell.com>

Yes, I understand. And yes, I will collect the rent for May and then forward it all at once to Brett. And the numbers changed because we had someone move out unexpectedly just recently, so that there was no security deposit to give, but I am going to keep half of the tenants security deposit since they didn't give me any notice and I am going to forward that to

Brett.I explain it all in an email about five days ago. Please just know that the Security deposits to transfer are in the exact amount of $7150. Again, that changed just recently and Brett is fully aware.
[Quoted text hidden]

Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 25, 2024 at 5:58 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>, "Jared D. Smith" <jared@smithhowell.com>

Triahann,

I am aware that you sent an email about how you are handling one tenant's security deposit.

That doesn't answer the question of how the security deposit is $1,200 or so less than it was during DD.

I will review the security deposit amounts and reply back.

There is no reason to collect and forward rent to us.

Just contribute the May rent amount at closing and keep the May rent.

Much simpler.

Brett Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC | LA

[Quoted text hidden]

Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 25, 2024 at 6:24 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>, "Jared D. Smith" <jared@smithhowell.com>

Trishann,

The discrepancy in security deposits is Devorio Jamison's $1,313 deposit. Is this the tenant that moved out because of the pet issue?

Brett
[Quoted text hidden]

0040

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Re: Follow up on Documents

5 messages

Brett Buras <brett@thejbholdinggroup.com> Wed, Apr 10, 2024 at 5:50 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>, Trishann Couvillion <pecangrovedigs@gmail.com>

Sorry to hear about your injury. I hope it's nothing serious.

I don't know Lynette Dobson. Where did you see that name.

The one change is that Damian Bergamaschi, through his LLC- Active Real Estate will be a partial owner of the holding company that will own the park.

Damian can send you his background check info directly.

Understood on the April rent collection and applicants. This is an important piece to us, so as soon as you are able, please.

Brett "Throttle Down" Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC | LA

On Wed, Apr 10, 2024 at 5:16 PM Trishann Couvillion <pecangrovedigs@gmail.com> wrote:

> Good afternoon Brett!
>
> I wanted to follow up on the email you sent today that included the Articles etc. Thank you first for sending them.
>
> I do need to clarify a few things. How is Active Real Estate LLC involved? And who is Lovette Dobson? My thought was you and Jared were the only two people involved, so I just need to find out as I'll need additional clarification since the seller financing is involved. I've only run the background checks on you and Jared so far, and even though both of you are total speed demons, they came back clear overall....haha
>
> Also, I received your other email with the rent spreadsheet etc, but I injured myself earlier this week and have been in excruciating pain, so I may need a couple more days to rectify everything, but I'll get it to you as soon as I can.
>
> Thanks so much, Trishann

Damian Bergamaschi <damianbergamaschi@gmail.com> Wed, Apr 10, 2024 at 6:04 PM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Trishann Couvillion <pecangrovedigs@gmail.com>

Brett, Lovette dobson is my filing attorney and registered agent.

He is also the same attorney I have used in the past to vet investors accreditation/qualified status.

I believe he is a principal at inc file (now bizee)
[Quoted text hidden]

Damian Bergamaschi <damianbergamaschi@gmail.com> Wed, Apr 10, 2024 at 6:06 PM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Trishann Couvillion <pecangrovedigs@gmail.com>

My information for background check

0041

Damian Bergamaschi

Current residence:
2155 iron Oaks Dr Lancaster SC 29720

DOB:
3/3/1985

SSN:
101-76-6868

Favorite Netflix Series:
The Medici

On Wed, Apr 10, 2024, 5:50 PM Brett Buras <brett@thejbholdinggroup.com> wrote:
[Quoted text hidden]

Trishann Couvillion <pecangrovedigs@gmail.com> Wed, Apr 10, 2024 at 10:26 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>
Cc: Brett Buras <brett@thejbholdinggroup.com>

Thanks for the info.
[Quoted text hidden]

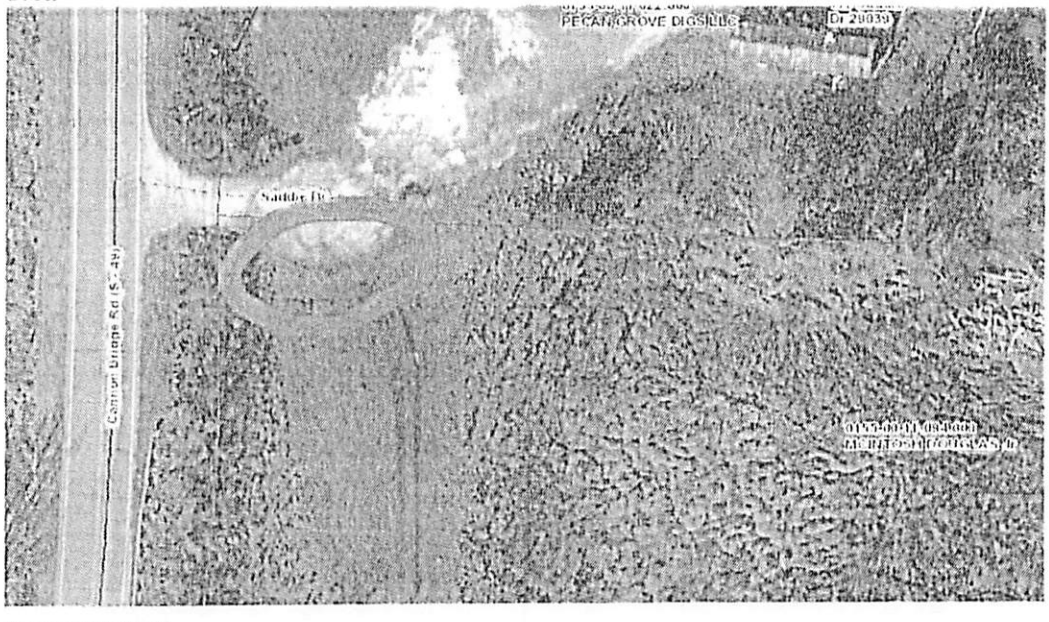
Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 11, 2024 at 1:07 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Trishann,

Please see the attached image for a visual. I am getting questions from our legal team about this road and what looks like active access to the property next door.

Do you have an agreement with this property owner or whoever is using your property to access the property next door?

Brett



[Quoted text hidden]

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Re: Wire Instructions Requested

4 messages

Brett Buras <brett@thejbholdinggroup.com> Thu, Mar 7, 2024 at 4:59 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>
Cc: Doug Laflin <Doug@smithhowell.com>

Trishann,

All of the financial due diligence items are confirmed delivered and received. Thank you.

Tomorrow, March 8 is the first day of the (27) inspection period which will end Wednesday, April 3.

We will be at the park Wednesday, March 13 in the AM.

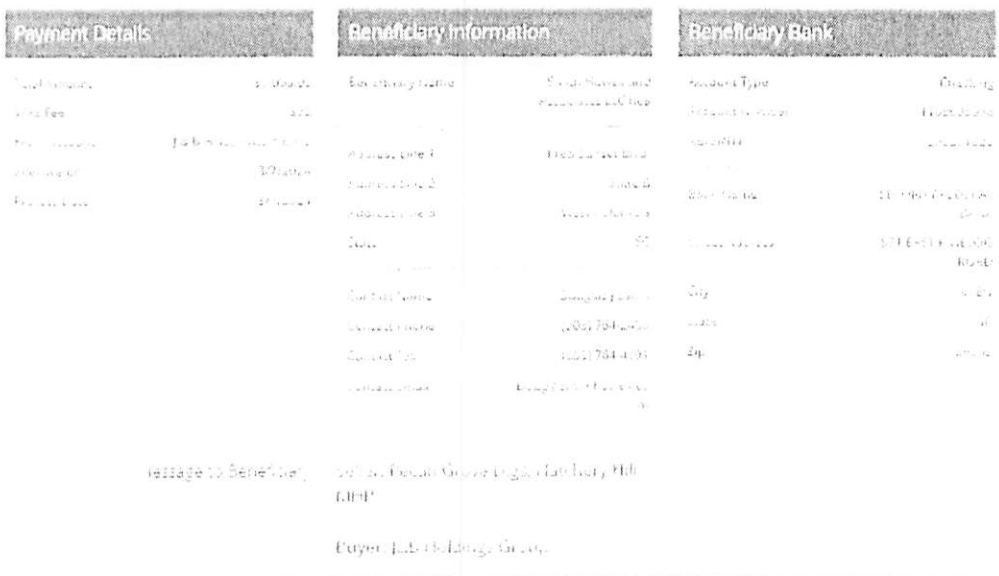
Brett

On Thu, Mar 7, 2024 at 11:50 AM Trishann Couvillion <pecangrovedigs@gmail.com> wrote:
Sounds good Brett! Will do! Trishann
And yes, Doug as soon as you can provide the amendment please reach out and we can finalize it asap. Thank you,
Trishann

On Thu, Mar 7, 2024 at 11:37 AM Brett Buras <brett@thejbholdinggroup.com> wrote:
Please see attached. Wiring confirmation.

Trishann, I sent this, as promised, with an understanding that you and I will work out the amendment that Doug suggested and you and I discussed on the phone.

Brett



On Thu, Mar 7, 2024 at 8:34 AM Brett Buras <brett@thejbholdinggroup.com> wrote:
OK

On Thu, Mar 7, 2024 at 8:31 AM Doug Laflin <Doug@smithhowell.com> wrote:
It means to call us to verify that we sent it to you, and to verify the numbers. Nowadays, such a huge amount of wire fraud, where people will spoof a law firms email address, and change one little thing like a period in the

entire name so it's not noticeable, and then send you faulty wiring instructions. The reason we have that in there is to make sure that you at least speak to me or to one of my paralegals to make sure that, the numbers are correct before you send your money. I can confirm that I sent them to you here, and can do so easily via text message. It's just asking you to double check before sending.

Get Outlook for iOS

From: Brett Buras <brett@thejbholdinggroup.com>
Sent: Thursday, March 7, 2024 8:28:45 AM
To: Doug Laflin <Doug@smithhowell.com>
Cc: Trishann Couvillion <pecangrovedigs@gmail.com>
Subject: Re: Wire Instructions Requested

Doug,

I am not exactly sure what this statement means in your wiring instructions. We've experienced some issues with title companies in the past with wires, so I want to make sure I understand what your firm is asking me to do before I send this wire today.

*** Due to substantial risk of wire fraud involved in real estate
transactions, all wires should be confirmed IN PERSON with law
firm staff prior to sending funds.

Please advise.

Brett

On Wed, Mar 6, 2024 at 5:03 PM Doug Laflin <Doug@smithhowell.com> wrote:

> Sorry for the delay- it's been hectic today. Please see wire instructions attached.
>
> ***Thanks,***
>
> ***Doug***

Douglas J. Laflin, Esq.

Smith, Howell & Associates, LLC

Phone: (843) 576-9225 (c)

Phone: (803) 764-2490 (o)

Fax: (803) 764-4191

Email: Doug@SmithHowell.com

Check out my SC Real Estate Youtube Channel: **www.youtube.com/@LaflinLaw**

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From: Trishann Couvillion <pecangrovedigs@gmail.com>
Sent: Wednesday, March 6, 2024 9:18 AM
To: Brett Buras <brett@thejbholdinggroup.com>; Doug Laflin <Doug@smithhowell.com>
Subject: Wire Instructions Requested

Hi Doug!

Could you please reply all to this email with your firm's Wire Instructions? Brett will plan to wire the EMD either today or this evening.

Thanks so much, Trishann Couvillion

415.425.2733

Trishann Couvillion <pecangrovedigs@gmail.com> Thu, Mar 7, 2024 at 6:13 PM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>

Awesome, thanks for the update!
And like you had mentioned, just to clarify, if all goes well on Wednesday's in person inspection, roughly how long after that may you need before you 'could' end the Inspection Period? Do you foresee it being 3 weeks or more? Thanks, Trishann
[Quoted text hidden]

0045

Brett Buras <brett@thejbholdinggroup.com> Fri, Mar 8, 2024 at 10:22 AM
To: Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>

Yes. We want to close as soon as possible... I can't remember the last time I booked travel before having our internal DD meeting on financials. It's been a long time because it was a waste of time.

I won't make promises that I can't keep... just not in our DNA. The inspection period is an "on or before". There's nothing in our process that says we have to wait to close on those dates.

We will keep the process moving.

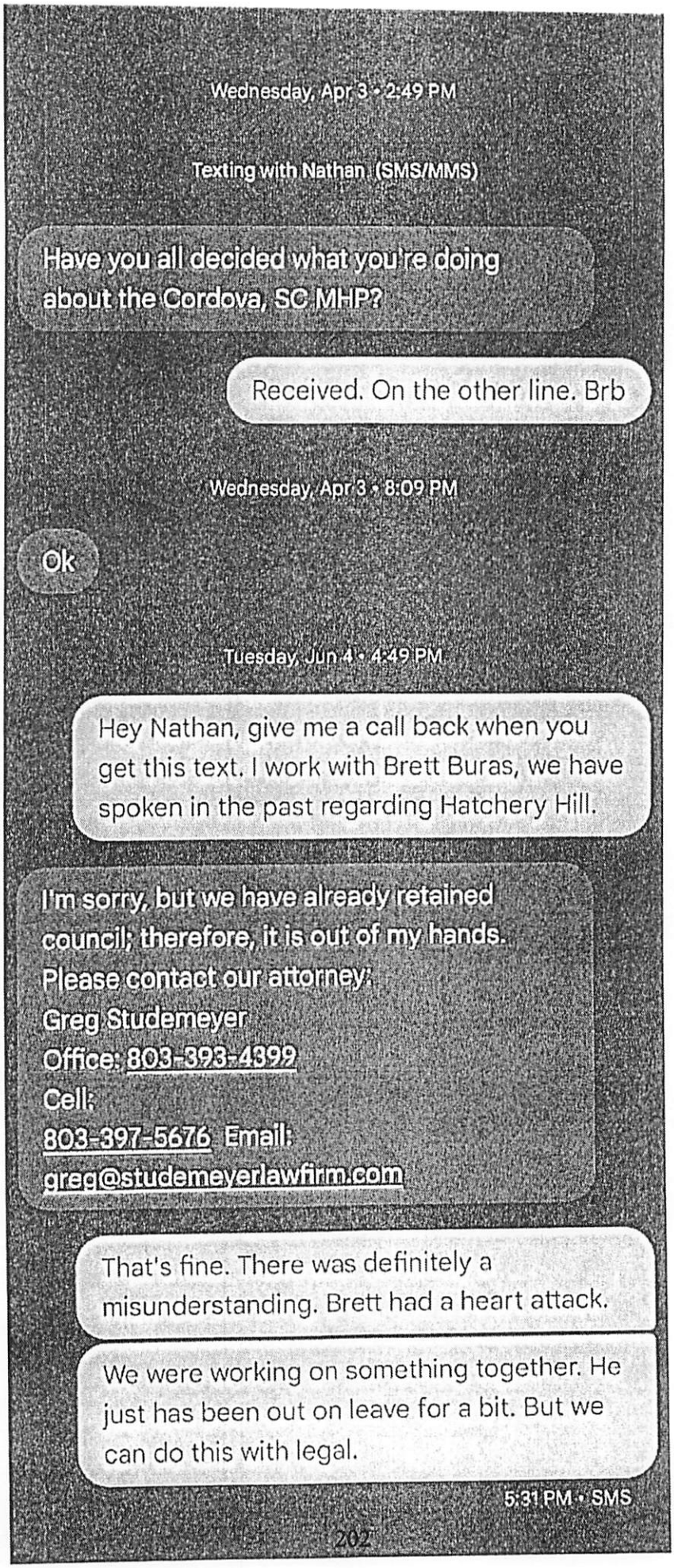
Brett

[Quoted text hidden]

Trishann Couvillion <pecangrovedigs@gmail.com> Fri, Mar 8, 2024 at 11:34 AM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>

Ok, thanks for the update.

[Quoted text hidden]


Wednesday, Apr 3 • 2:49 PM
Texting with Nathan (SMS/MMS)
Have you all decided what you're doing about the Cordova, SC MHP?
Received. On the other line. Brb
Wednesday, Apr 3 • 8:09 PM
Ok
Tuesday, Jun 4 • 4:49 PM
Hey Nathan, give me a call back when you get this text. I work with Brett Buras, we have spoken in the past regarding Hatchery Hill.
I'm sorry, but we have already retained council; therefore, it is out of my hands. Please contact our attorney:
Greg Studemeyer
Office: 803-393-4399
Cell:
803-397-5676 Email:
greg@studemeyerlawfirm.com
That's fine. There was definitely a misunderstanding. Brett had a heart attack.
We were working on something together. He just has been out on leave for a bit. But we can do this with legal.
5:31 PM • SMS

Gmail Damian Bergamaschi <damianbergamaschi@gmail.com>

Fwd: Notes and Mortgages

4 messages

Brett Buras <brett@thejbholdinggroup.com>
To: Damian Bergamaschi <damianbergamaschi@gmail.com>
Tue, Apr 23, 2024 at 1:00 PM

---------- Forwarded message ---------
From: **Doug Laflin** <Doug@smithhowell.com>
Date: Tue, Apr 23, 2024 at 12:40 PM
Subject: Notes and Mortgages
To: Brett Buras <brett@thejbholdinggroup.com>, Trishann Couvillion <pecangrovedigs@gmail.com>, efisher@burnettglobal.com <efisher@burnettglobal.com>

Please see attached our proposed notes and mortgages. Once approved, we will fill in the Exhibit A legal description.

Thanks,

Doug

Douglas J. Laflin, Esq.

Smith, Howell & Associates, LLC

Phone: (843) 576-9225 (c)

Phone: (803) 764-2490 (o)

Fax: (803) 764-4191

Email: Doug@SmithHowell.com

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4 attachments

Mortgage 1 Mobile Home Park.doc
82K

Mortgage 2 Mobile Home Park.doc
81K

Note 1 Mobile Home Park.doc
51K

Note 2 - Mobile Home Park.doc
50K

Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 25, 2024 at 8:33 PM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>
Cc: Doug Laflin <Doug@smithhowell.com>, jared@smithhowell.com

OK on the deposits. I appreciate the clarity and happy to close Monday.

On the May rent, the tenants don't know (or shouldn't) that the property is selling. The risk you mention above is actually the risk that we take, not you and your focus and energy being other places (understandably) is concerning regarding rent collection.

I am happy to close Monday... no problem... I just don't want to make a mess of May rent and the simplest way to handle it is the way we've described. You can leave the money in escrow and we get paid "actual" rent collected as opposed to scheduled rent.

I am happy to discuss,

Brett

On Thu, Apr 25, 2024 at 7:14 PM Trishann Couvillion <pecangrovedigs@gmail.com> wrote:
Security Deposits- Both John Trebec at Lot 11-122HH and also Devorio Jamison at Lot 22-109Joree have both moved out since DD, so neither of their security deposits are now included, though I am gifting the buyers $875 for John

Trebec since I only gave him back half of his deposit since they gave no notice before moving out.
Property Taxes - makes sense to me
Rent Collection - I do worry about this only because I have colleagues who also own mobile home parks and unfortunately when there is a transfer in ownership, some tenants will use that to give excuses on why their rent isn't being paid in the current month. I frankly don't feel comfortable 'fronting' the money at closing because of this. I don't have the energy to chase anyone right now. And the buyers will be onsite immediately I imagine, and I will not be there in person, so I'm willing to collect May's rent and then forward it to them, but I don't want to front it at closing. Also, I have also been working overtime to facilitate closing and this process has been quite long overall, so I do want to close April 30th, if at all possible.

Ok, I think the rest of the items don't pertain to me.
Thank you, Trishann

On Thu, Apr 25, 2024 at 1:04 PM Brett Buras <brett@thejbholdinggroup.com> wrote:
Edits / Questions

Security Deposits
The review of leases determined security deposits in the amount of $9,338.00 (see attached).
We need to understand how this number changed. Specifically, which security deposits are not included now that were accounted for during DD?

Property Taxes
This seems pretty simple.
The Seller is responsible for 2024 taxes to the day of closing.
The Buyer is responsible for taxes from the day after closing and into the future.
Just want to ensure this is what's happening.

Rent Collection
The danger in closing near the first of the month is confusion in rent collection for the tenants. I would suggest that we calculate 100% rent collection for May and that is included in the Seller contributions. The Seller will collect May rent and we can transition the account to our PM software after May rent collection. This will create the best solution for the Park, eliminate any confusion or room for any "I sent it to Trishann" or "I sent it to the new guys" conversations. We have no interest in tenant gaslighting.

Or

We can close after the May rent collection cycle is complete and May rent would be pro-rated to us for 20 days.

Buyer Settlement Charges
Can you please provide a breakdown of the $4,577.00.

Second Mortgage
Please make the start date 6/1/24

Title Commitment, Searches, etc.
Please provide.

[Quoted text hidden]

Trishann Couvillion <pecangrovedigs@gmail.com> Thu, Apr 25, 2024 at 9:14 PM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>, jared@smithhowell.com

Sounds great, thank you! And yes, Brett, I realize the onus is on you as new owners, but I really do care about this. Park, and I do want things to go very smoothly and I am more than happy to facilitate this month as we transition because no one, including any of the tenants know that I am selling, and neither does Anthony and he has someone who has really, been there and helped me a lot and I definitely don't wanna leave any of them hanging. So yes, let's close Monday and I just want to be in communication about exactly when and exactly how you want to let the new tenants know that you guys are taking over. That way, it will be smooth and clear. You had mentioned that you guys have already purchased a few units that you want to move onto the property, which is really the biggest reason this week that I have been pushing the attorneys so hard to get everything sorted out on their end. I assumed you guys would want to move Damien onto the

property and immediately, but let me know what you guys are thinking and maybe it would be good to give it the first week or so for the rent collection, etc. before we let them know about the transition. What are your thoughts?

Trishann
[Quoted text hidden]

Brett Buras <brett@thejbholdinggroup.com> Fri, Apr 26, 2024 at 8:40 AM
To: Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>, jared@smithhowell.com

Jared and Doug,

I spoke with Trishann this morning and we are good based on the following agreements during that call.

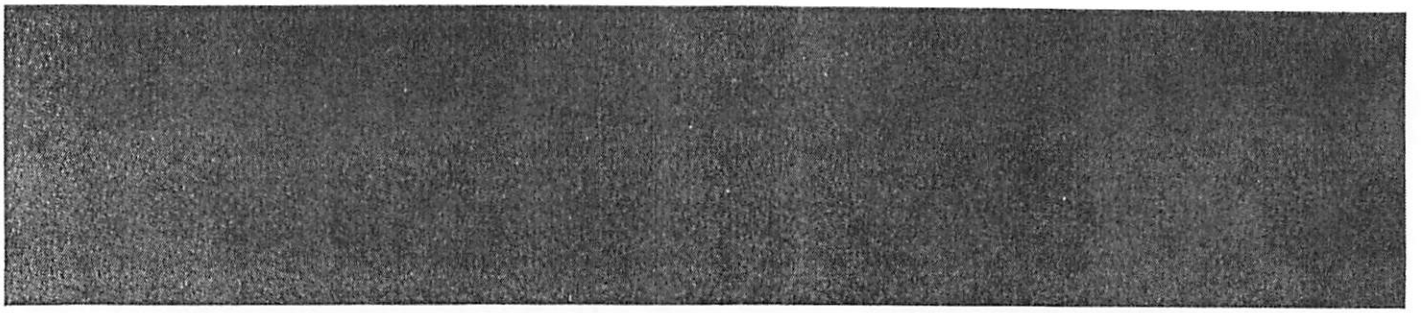
1. Trishann will escrow with your office the total scheduled rent amount for May. (She will reply with that number and I will confirm.)
Once May rent collection is complete (May 10), she will report on total collected rent for May. This is the amount that will be sent to J&B.
Any difference (uncollected rent) amounts will be sent to her from your office and we will deal with late payers, if any.

2. Her security deposit amount is correct. $7,150.

3. Please send the title commitment and lien search results as soon as you can. I will have it reviewed on my side as quickly as possible for a Monday closing. I would need this in the next few hours to accomplish the Monday closing. If that's not possible, we should look at Tuesday as the earliest closing date.

Thanks,

Brett
[Quoted text hidden]



Brett Buras <brett@thejbholdinggroup.com> Sun, Apr 21, 2024 at 9:55 AM
To: Doug Laflin <doug@smithhowell.com>, Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Rae McArthur <Rae@smithhowell.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Doug,

Do you have an update on title and lien search for Hatchery Hill?

Brett
[Quoted text hidden]

Trishann Couvillion <pecangrovedigs@gmail.com> Sun, Apr 21, 2024 at 5:04 PM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Doug Laflin <doug@smithhowell.com>, Rae McArthur <Rae@smithhowell.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

Brett, I do know that Jared, another attorney at Doug's firm is personally driving to the DHEC office in Orangeburg County on our behalf tomorrow on Monday to get clarification that DHEC has no issue with the land. Once he has that I believe everything else is ready to go for closing. I can personally tell you I stopped by the DHEC office about 2 years ago in Orangeburg to see if they had any documentation on my land and I was told they no longer hold paperwork pertaining to mobile home parks as of 5 years prior, which now would have been 7 years ago, so I believe they will have no issue with the land, so I assume he'll get the 'all clear' from them Monday. I've asked him to reach out to us as soon as he finishes at DHEC tomorrow. Jared said closing will hopefully happen Tuesday or Wednesday, but he needs to speak to DHEC before he'll know. Hope this helps. Trishann
[Quoted text hidden]

Brett Buras <brett@thejbholdinggroup.com> Tue, Apr 23, 2024 at 9:42 AM
To: Trishann Couvillion <pecangrovedigs@gmail.com>
Cc: Doug Laflin <doug@smithhowell.com>, Rae McArthur <Rae@smithhowell.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>

OK.

We are scheduling home moves, etc. so we are looking forward to wrapping up the closing.

Brett
[Quoted text hidden]

[redacted] Damian Bergamaschi <damianbergamaschi@gmail.com>

Re: Addendum

8 messages

Brett Buras <brett@thejbholdinggroup.com> Fri, Mar 15, 2024 at 8:46 AM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>
Cc: Trishann Couvillion <pecangrovedigs@gmail.com>

Trishann,

I am fine with the addendum that Doug created.

Our attorney doesn't agree with Doug's interpretation of the statute... but hey, lawyers not agreeing with each other is nothing new. ;)

I have no interest in funding that debate.

I'll sign the addendum and forward to you today.

Damian and I have our notes and thought together after the walk thru of the park.

We can talk tomorrow (Saturday) before 2PM or Tuesday which is pretty open right now.

Let me know what's best for you.

Thanks,

Brett Buras
J&B Holding Group, LLC
MHP Operators
FL | MI | SC

On Thu, Mar 14, 2024 at 12:10 PM Doug Laflin <Doug@smithhowell.com> wrote:

> Please see the attached. I'm sorry for the delay- it took a few days for me to get my hands on the appropriate form. Usually this is something the realtor would create, so I didn't have the template yet. Please let me know if there are any additions or changes required, and I will fix them. If this is good, then please sign, and date it and return it to me.
>
> Thanks,
> Doug
>
> Douglas J. Laflin, Esq.
> Smith, Howell & Associates, LLC
> Phone: (843) 576-9225 (c)
> Phone: (803) 764-2490 (o)
> Fax: (803) 764-4191
> Email: Doug@SmithHowell.com
> Check out my SC Real Estate Youtube Channel: www.youtube.com/@LaflinLaw
>
> SUMMERVILLE OFFICE
> JPAR Magnolia Building
> 117 West Luke Avenue
> Summerville, SC 29483
>
> CORPORATE OFFICE
> Security Federal Bank Building
> 1185 Sunset Blvd., Suite B
> West Columbia, S.C. 29169

018-I

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-----Original Message-----
From: Jared D. Smith <Jared@smithhowell.com>
Sent: Thursday, March 14, 2024 12:07 PM
To: Doug Laflin <Doug@smithhowell.com>
Subject: Email from Smith Howell & Associates, LLC

Please find the attached scan from the Smith Howell & Associates, LLC

Brett Buras <brett@thejbholdinggroup.com> Tue, Mar 19, 2024 at 10:17 AM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>, Trishann Couvillion <pecangrovedigs@gmail.com>

[Quoted text hidden]

Hatchery_Hill_Addendum-pecangrovedigs_gmail.com.pdf
563K

Brett Buras <brett@thejbholdinggroup.com> Mon, Apr 1, 2024 at 2:55 PM
To: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>
Cc: Trishann Couvillion <pecangrovedigs@gmail.com>

Doug,

Let's move forward. We will likely need all of the time allocated in the purchase agreement for the closing. If something changes on that, you (and Trishann) will be the first to know.

As for the title search cost, the follow up number that you provided early on seems very high, so before we get much further, can you get back to me an updated cost?

Thanks,

Brett

On Fri, Mar 15, 2024 at 8:46 AM Brett Buras <brett@thejbholdinggroup.com> wrote:
[Quoted text hidden]

Doug Laflin <Doug@smithhowell.com> Mon, Apr 1, 2024 at 3:37 PM
To: Brett Buras <brett@thejbholdinggroup.com>, Damian Bergamaschi <damianbergamaschi@gmail.com>
Cc: Trishann Couvillion <pecangrovedigs@gmail.com>

I havent' had a chance to check with my title department about this. I'd imagine we could get it closed in 2 weeks as long as the title search comes back clean. I'll forward your question to them and get back to you as to the cost.

Thanks,

Doug

Douglas J. Laflin, Esq.

Smith, Howell & Associates, LLC

Phone: (843) 576-9225 (c)

Phone: (803) 764-2490 (o)

Fax: (803) 764-4191

Email: Doug@SmithHowell.com

Check out my SC Real Estate Youtube Channel: **www.youtube.com/@LaflinLaw**

SUMMERVILLE OFFICE

JPAR Magnolia Building

117 West Luke Avenue

Summerville, SC 29483

CORPORATE OFFICE

Security Federal Bank Building

1185 Sunset Blvd., Suite B

West Columbia, S.C. 29169

SMITH, HOWELL
& ASSOCIATES LLC

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Powered by Lawtest www.lawtest.com

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Tue, Apr 2, 2024 at 10:15 AM

Brett Buras <brett@thejbholdinggroup.com>
To: Doug Laflin <Doug@smithhowell.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Trishann Couvillion <pecangrovedigs@gmail.com>

[Quoted text hidden]

2 attachments

Hill_Hatchery_MHP_Agreement-pecangrovedigs_gmail.com (1) (1).pdf
489K

Hatchery_Hill_Addendum-pecangrovedigs_gmail.com (1).pdf
563K

Brett Buras <brett@thejbholdinggroup.com> Thu, Apr 4, 2024 at 10:12 AM
To: Doug Laflin <Doug@smithhowell.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Trishann Couvillion <pecangrovedigs@gmail.com>

Doug,

I wanted to ensure that we are all on the same page about the timing of the closing. I understand from Trishann that her travel plans may have an impact on the dates below and we are more than happy to accommodate her schedule to the best of our ability. That said, we will not be able to move any faster than what's described below. If additional time is needed from Trishann, no worries. If we get to that conclusion, I would suggest an "on or before date" addendum.

No need to create any additional stress for anyone involved.

From our agreement....

INSPECTION PERIOD
Buyer will have Twenty-Seven (27) calendar days from the day all due diligence items listed in Exhibit B ("Inspection Period") are received to complete its physical inspection, review of books and records, and all other due diligence items including but not limited to its environmental and engineering studies ("Inspection Period").

March 8 was the first day of the (27) inspection period which ended yesterday, Wednesday, April 3.

TITLE; TENANCIES
Conveyance of title shall be made and sale closed on or before eighteen (18) days after the end of the Inspection Period.
18 Days is Sunday, April 21.... which for all intents and purposes is Friday, April 19.

I hope the above dates provide clarity.

Brett
[Quoted text hidden]

Trishann Couvillion <pecangrovedigs@gmail.com> Thu, Apr 4, 2024 at 11:20 AM
To: Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>, Doug Laflin <Doug@smithhowell.com>

Very helpful Brett, thank you! If I can receive the closing documents a day or two prior to April 19, I can get them notarized signed and overnighted back so that they arrive back to Doug by Friday the 19th. That would work just fine for me. And from what Doug had said, I believe that would work for him as well, but I will wait for him to confirm. Thank you, Trishann.
[Quoted text hidden]

Doug Laflin <Doug@smithhowell.com> Thu, Apr 4, 2024 at 11:22 AM
To: Trishann Couvillion <pecangrovedigs@gmail.com>, Brett Buras <brett@thejbholdinggroup.com>
Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>

Yes ma'am, that's fine by me.

Get Outlook for iOS

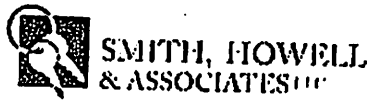
From: Trishann Couvillion <pecangrovedigs@gmail.com>
Sent: Thursday, April 4, 2024 11:20:53 AM
To: Brett Buras <brett@thejbholdinggroup.com>

0187

Cc: Damian Bergamaschi <damianbergamaschi@gmail.com>; Doug Laflin <Doug@smithhowell.com>
Subject: Re: Addendum

[Quoted text hidden]

2 attachments



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892K

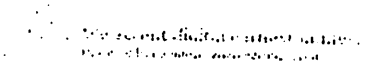

image002.png
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ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**PLAINTIFF'S SECOND REQUEST FOR ADMISSION**

TO: JOEY R. FLOYD, ESQ., ATTORNEY FOR DEFENDANTS:

Pursuant to Rule, 36 of the South Carolina Rules of Civil Procedure, the Plaintiff, by and through undersigned counsel, submits the following statements to Defendants for the purpose of determining the truth of such statements.

REQUESTED ADMISSIONS

1. Before executing the Finder's Fee Contract attached hereto and incorporated herein by reference as Exhibit C-1, Brett Buras sought legal advice on behalf of J&B Holdings Group, LLC.

2. At the time of executing the Finder's Fee Contract, J&B Holdings Group, LLC had no intention of honoring its obligations under the Finder's Fee Contract.

3. Attached hereto and incorporated herein by reference as Exhibit D-1 are genuine copies of an email with a subject of "Our Focus" and an attachment sent by Brett Buras to the Plaintiff on February 1, 2024.

ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

4. Attached hereto and incorporated herein by reference as Exhibit I is a genuine copy of a Contract Of Sale Of Commercial Property between Pecan Grove Digs LLC (the "Seller") and J&B Holdings Group, LLC and/or assigns or nominees (the "Buyer") for the property commonly referred to as Hatchery Hill Mobile Home Park ("contract").

5. Paragraph 3 entitled "Earnest Money Deposit" requires an earnest money deposit in the amount of $5,000.00 will be deposited into escrow account of Smith, Howell, and Associates, LLC located at 117 W Luke Avenue, Summerville, SC 29483;

6. The Earnest Money Deposit required by Paragraph 3 was paid in accordance with the contract.

7. Attached hereto and incorporated herein by reference as Exhibit F-1 is a genuine copy of a Warranty Deed from Pecan Grove Digs, LLC to Hatchery Hill MHC, LLC for the property described in the contract.

8. The Warranty Deed reflects that it was prepared by Smith Howell & Associates, LLC at 1185 Sunset Blvd, Ste B., West Columbia, SC 29169.

STUDEMEYER LAW FIRM, P.C.

By: s/J. Gregory Studemeyer
J. Gregory Studemeyer
SC Bar #5416
7478 Carlisle Street
Post Office Box 1014
Irmo, South Carolina 29063
803-393-4399
greg@studemeyerlawfirm.com
Attorney for the Plaintiff

Irmo, South Carolina
August 2, 2024

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ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

FINDER'S FEE CONTRACT

This Finder's Fee Contract (the "Contract") is made and entered into on this 19th day of October, 2023 (the "Effective Date"), by and between:

Great Deal Investing LLC, of Wyoming, referred to as the "Finder,"

and

BRETT BURAS, of J&B HOLDINGS GROUP LLC, referred to as the "Buyer."

Purpose:

The purpose of this Contract is to establish the terms and conditions under which the Finder shall be entitled to receive a Finder's Fee for introducing the Buyer to real Property (the "Property") and / or the Property Seller or agent(s) / representative(s) of the Seller (the "Seller") in relation to potential real estate transactions.

Real Estate Transaction (the "Closing"):

A successful real estate transaction is defined as:
The Buyer purchasing ("Closing") real Property (the "Property") and / or
The Buyer purchasing ("Closing") any interest in real Property (the "Property")
from the Seller regardless of method of purchase (including but not limited to owner / Seller finance, contract, land contract, agreement for deed, lease, rent / lease to own, note / debt purchase, business share purchase, etc.) following the initial introduction by the Finder.

Finder's Fee:

In consideration for the Finder's introduction of the Buyer to the Property and / or Seller or Seller's agent(s) / representative(s), the Buyer agrees to pay the Finder a Finder's Fee of seven percent (7%) of the final purchase price of the Property, minimum fee of ten thousand dollars ($10,000), whichever is greater (the "Finder's Fee"), if a successful real estate transaction is completed between the Buyer and the Seller following this introduction. The Finder's Fee shall be paid to the Finder immediately at the Closing of the real estate transaction between the Buyer and the Seller. The Finder's Fee shall be paid by the Buyer to the Finder either through traditional Closing Settlement disbursement proceeds (shown on the Closing Settlement Statement) or directly to the Finder via wire or certified check.

Finder's Obligations:

The Finder shall facilitate the initial introduction to the Property and / or Seller or his agent(s) / representative(s) and provide the Buyer with basic relevant information about the Property. The Finder is not responsible for any negotiations, contractual agreements, or other matters related to the transaction between the Buyer and the Seller. Buyer further agrees to hold harmless the Finder and does acknowledge and hereby agree and do release, indemnify and save and hold harmless the Finder and its agents, successors and or assigns or representatives for any and all actions, causes of action, litigation, suits, claims and demands for loss or damages, conditions that may occur. The provisions of this Section shall survive Contract and Closing.

Finder's Initials _____ Buyer's Initials BJB

Exhibit C-1

ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733
ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

Confidentiality:

The Buyer acknowledges and agrees that any information received during the course of the introduction, including information related to the Seller and the Property, shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Finder.

Entire Agreement:

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Amendments:

Any amendments to this Contract must be made in writing and signed by both Parties.

Subsequent Transactions:

Should the Buyer and the Finder and / or the Buyer and the Seller, or any affiliates, associates, or related parties, engage in subsequent real estate transactions of any nature, including but not limited to additional purchases, Closings, sales, leases, or exchanges from the date of the initial introduction by the Finder, the Buyer agrees to pay the Finder a commission based on the terms outlined in this Contract for each subsequent transaction. The fee shall be calculated in the same manner as specified in the Finder's Fee section of this Contract.

Non-Circumvention:

Buyer does acknowledge and agree not to circumvent, avoid, or bypass the Finder's Fee arrangement by directly or indirectly engaging in any transaction related to the Seller or Property introduced by the Finder including but not limited to the Buyer or any affiliates, associates, or related parties of the Buyer using or influencing another individual or entity in any way to conduct a real estate transaction with the Seller or any affiliates, associates, or related parties of the Seller. The Buyer shall not enter into or cause to be entered into any agreement, transaction, or arrangement that would result in the Finder being deprived of the Finder's Fee as specified in this Contract. In the event that the Buyer or the Seller enters into any such transaction with the other Party introduced through the Finder's efforts, they shall remain liable to pay the Finder's Fee as outlined in this Contract. The Parties further agree to notify the Finder in writing of any discussions or negotiations related to Buyer or Property introduced by the Finder, and any subsequent transactions to ensure the Finder's Fee is duly paid in accordance with this Contract.

Closing Communication:

Buyer agrees to provide regular updates to the Finder regarding the Closing and further agrees to include the Finder in communication of the same.

Acknowledgement:

The Buyer acknowledges that the Finder is not a real estate agent / broker / Realtor and the Finder holds no professional licenses.

Severability:

Finder's Initials _____ Buyer's Initials BJB

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ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

If any provision of this Contract is held to be invalid or unenforceable, it shall not have an effect on any other provision in this Contract. If possible, any unenforceable or invalid provision in this Contract shall be modified to show the original intention of the parties.

Notices:

Any notices or communications required or permitted to be given by this Contract must be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party.

IN WITNESS WHEREOF, the Parties hereto have executed this Finder's Fee Contract as of the Effective Date.

Finder: Great Deal Investing LLC

By: Nathan Johns

Its: Member

Date: 10/18/2023

Signature: _____

and

Buyer: J&B HOLDINGS GROUP, LLC

By: BRETT BURAS

Its: MANAGING MEMBER

Date: 10/30/23

Signature: _____

Finder's Initials _____ Buyer's Initials BJB

Gmail

Greg Studemeyer <greg@studemeyerlawfirm.com>

Fwd: Our Focus

1 message

Great Deal <greatdealinvesting@gmail.com>
To: Greg Studemeyer <greg@studemeyerlawfirm.com>

Fri, Aug 2, 2024 at 11:19 AM

---------- Forwarded message ---------
From: rabfamily65 <rabfamily65@gmail.com>
Date: Thu, Feb 1, 2024, 3:26 PM
Subject: Our Focus
To: Great Deal <greatdealinvesting@gmail.com>

Nathan,

I thought the attached might help with understanding a little more about where we are buying.

J&B Holdings Group Broker Overview.pdf
1373K

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Exhibit D-1

J&B HOLDINGS GROUP

Mobile Home Park Investors

DISCLAIMER:

This is not an offer to sell securities. Any person, entity, or organization must first be qualified by J&B Holdings Group, LLC (the "Company") and read all of the offering documents and attest to reading and fully understanding such documents. The Company and its affiliates are not licensed securities dealers or brokers and as such, do not hold themselves to be.

INFORMATIONAL PURPOSES ONLY

This presentation should be construed as informational and not as an advertisement soliciting for any particular purpose. All securities herein discussed have not been registered or approved by a security regulatory agency in accordance with the Securities Act of 1933 or any state securities laws

What We Do:

Asset Class

J&B Holdings Group is focused on the acquisition, optimization and management of Mobile Home Parks.

Increase Value

Through hands-on management and deep operational experience, The J&B Holdings Group executes our proprietary MHP Playbook focusing on increasing value and high returns.

Markets

Market focus is driven by a significant operational advantage: We only buy in markets where we have:

- Existing, thriving assets.
- Experienced, proven management.
- Dependable, proven tradesmen.

Capital is available for acquisition, partial ownership and improvements.

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Where We Do It:

TAMPA AREA

NEW ORLEANS AREA

Where We Do It:

COLUMBIA-SUMTER AREA

SOUTHEAST MICHIGAN

Real Estate Investor & Business Owner

Extensive business background in the hospitality and real estate industries

200+ real estate investments.

Current MHP operator.

Deep experience in acquisition, optimization, stabilization.

Area of Focus

Growing the MHP portfolio.

MHP Operator & MHP Fund Manager

Fund Manager of two syndications invested in Mobile Home Parks and Self Storage facilities.

Extensive background in land entitlement, development, and construction.

Area of Focus

Forcing appreciation on sub-institutional grade Mobile Home Parks.

Entrepreneur & Business Owner

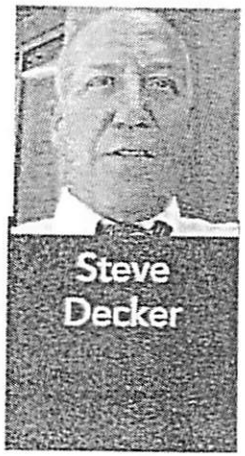
Investments in commercial and residential real estate throughout the U.S.

Multi-location franchise restaurant owner.

International direct to consumer health and wellness business owner.

Area of Focus

Raising capital.



Chief Financial Officer

CPA, C-suite executive.

20+ years of experience in the real estate accounting.

Current Focus

Accounting and Financial forecasting.

Financial due diligence on all prospective real estate and business acquisitions.

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CONTRACT OF SALE OF COMMERCIAL PROPERTY

This Contract of Sale of Commercial Property (the "Agreement") is made and effective ,

BETWEEN: PECAN GROVE DIGS LLC (the "Seller")

AND: J&B Holdings Group, LLC and/or assigns or nominees (the "Buyer")

RECITALS

1. In consideration of the covenants and agreements of the respective parties, as set forth below, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, the real property – 30 Site Manufactured Home Community commonly referred to as Hatchery Hill Mobile Home Park and identified in public record as:

Parcel ID	0181180	Alternate ID	0155-00-11-022.000
Sec/Twp/Rng	n/a	Class	199-Other Agricultural Bldgs
Property Address	104 JOREE DR CORDOVA	Acreage	8.81

District	40
Brief Tax Description	CANNON BRIDGE RD 30 MHS HATCHERY HILL MHP 40 05170001

Together with all improvements on the property and appurtenances to it, and the articles of equipment and other personal property listed in Exhibit A, which is attached and incorporated by reference. The real and personal property described above is referred to as property.

Transfer to Buyer shall include all right, title, and interest of Seller in and to all streets, alleys, roads, and avenues adjoining the real property, and shall further include any award for damaging or taking by eminent domain by public or quasi-public authority, of the real property or any part of it.

This space is left blank intentionally

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2. PRICE

The purchase price for property is $540,000.00 (Five Hundred Forty Thousand Dollars and Zero Cents), payable as follows:

Earnest Money Deposit as herein set forth in Paragraph 3 approximately [ ]: exactly [X]	$5,000.00
Purchase to be paid as follows:	
Cash at Closing:	$135,000.00
Remaining Balance:	$400,000.00
Payment Schedule:	
Month 1 - 4 (No Payments)	$0.00
Month 5 - 18 (Interest Only Payments)	
Interest Rate:	7.25%
Monthly Payments of:	$2,416.67
Month 19 - 180 (Principal & Interest Payments)	
Interest Rate:	7.25%
Monthly Payments of:	$3,651.41

Buyer will pay the Seller financing provided for above by a Promissory Note secured by a first position Mortgage. Payments will be adjusted accordingly to ensure the loan is fully repaid within this term if necessary.

3. EARNEST MONEY DEPOSIT

An earnest money deposit in the amount of $5,000.00 will be deposited into escrow account of Smith, Howell, and Associates, LLC located at 117 W Luke Avenue, Summerville, SC 29483 within three (3) business days of the full acceptance of this agreement. In the event the Earnest Money Deposit is not received by the escrow company within three (3) business days of the full acceptance of this agreement, Seller, at its sole option, may cancel this Agreement and/or pursue any legal remedies Seller may have against Buyer.

4. INSPECTION PERIOD

Buyer will have Twenty-Seven (27) calendar days from the day all due diligence items listed in Exhibit B ("Inspection Period") are received to complete its physical inspection, review of books and records, and all other due diligence items including but not limited to its environmental and engineering studies ("Inspection Period"). Buyer will have the right to cancel this transaction by written notice on or before the end of the Inspection Period and be entitled to a return of its Earnest Money Deposit in full. Agreement may be terminated anytime by Buyer during the Inspection Period with escrow being refunded in full to the Buyer without any further documentation and/or release being required from the Seller or signed by the Seller. Buyer's Earnest Money Deposit is non-refundable at the end of the inspection period.

5. COSTS AND PRORATIONS

Seller shall be responsible for all operating expenses up to the closing date. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar year basis as of the date of closing. Seller shall transfer to Buyer at closing all tenant security deposits. Buyer and Seller agree to pay each parties customary closing costs.

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6. TITLE; TENANCIES

6.1. Conveyance of title to property shall be by warranty deed with full covenants, executed by Seller, to Buyer or Buyer's nominees. Title to be conveyed shall be good and marketable.

6.2. Property is presently occupied by 10 tenants for 30 Lots, as set forth in Exhibit B, which is attached and made a part of this agreement. Buyer acknowledges and agrees that no representation has been made and no responsibility has been assumed by Seller with respect to the continued occupancy of the Premises, or any part thereof, by the tenants from and after the date hereof. Seller does not undertake or guarantee that the tenants will be in occupancy from and after the date hereof.

6.3. Conveyance of title shall be made and sale closed on or before eighteen (18) days after the end of the Inspection Period. Title shall be evidenced by a standard form title insurance policy issued by The Title Company insuring title to property to be in Buyer or its nominees, subject only to the matters set forth in this agreement.

6.4. Title to be vested at closing.

6.5. The titles to all mobile homes in Pecan Grove's name in this park to be assigned to Buyer.

7. ASSESSMENTS

If, at the time of transfer of title, property or any part of property is subject to an assessment or assessments payable in installments, all such installments not due or delinquent at the time of transfer shall nevertheless be deemed to be due and payable at such time and as liens on the real property described above, and all such assessments shall be paid and discharged by Seller.

8. ESCROW; PRO-RATION

8.1. Escrow shall be opened with a Title Company selected by the Buyer. Such instructions as the escrow company may require, not consistent with the provisions of this Agreement, shall be signed and filed by the parties.

8.2. The following items shall be prorated as of the close of escrow: real estate taxes due but not delinquent, prepaid insurance premiums and utilities.

8.3. Escrow shall close when The Title Company is in a position to record all documents required under this agreement, make all disbursements, and secure a title insurance policy.

9. RISK OF LOSS; MAINTENANCE; TRANSFER OF POSSESSION

9.1. Risk of loss or damage by fire or other casualty to property or any part of property prior to close of escrow shall be the risk of Seller. In the event of such loss or damage prior to closing, this Agreement shall not be affected but Seller shall assign to Buyer all rights under any insurance policy or policies applicable to the loss and shall give Purchaser a closing statement credit for the amount of Seller's insurance deductible. If action is necessary to recover under any casualty policy, Seller shall grant permission to bring the action in Seller's name.

9.2. Improvements and personal property described above shall be maintained in their present condition prior to the close of escrow by Seller, wear from normal and reasonable use and deterioration excepted.

9.3. Possession of property, subject to the leases and tenancies referred to above, shall be transferred at close of escrow.

9.4. Seller will assign all leases to Buyer at closing.

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10. ZONING

Seller warrants that property is zoned for the same use and all existing uses are lawful and within such zoning. Buyer plans the use of property for a manufactured home community.

11. EXAMINATION OF TITLE AND TIME OF CLOSING

If the title evidence and survey as specified above disclose that Seller is vested with fee simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Buyer), this sale shall be closed and Buyer shall perform the agreements made in this Agreement, at the office of The Title Company on or before eighteen (18) days after the end of the Inspection Period. If title evidence or survey reveal any defect or condition which is not acceptable to Buyer, the Buyer shall, prior to the end of the Inspection Period, notify the Seller of such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall have 10 days to do so, in which case this sale shall be closed within 10 days after delivery of acceptable evidence to Buyer and Buyer's Attorney that such defects have been cured. Any matters existing by the end of the Inspection Period to which Buyer does not object, shall be deemed Permitted Exceptions. All defects, encumbrances, encroachments or other objections to title that exist by the end of the Inspection Period and which Seller has not in a separate writing expressly agreed to remove, shall be deemed Permitted Exceptions. Seller agrees to pay for and clear all delinquent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from Seller, whereupon all rights and liabilities of the parties to this Agreement shall cease. However, the Buyer shall have the right to accept such title as Seller may be able to convey and to close this sale upon the other terms as set forth in this Agreement.

12. DEFAULT BY BUYER

Buyer and Seller agree that it would be impractical or extremely difficult to fix actual damages in the event the Buyer fails to perform the agreements of this Agreement, that the Buyer's Earnest Money Deposit referred to in Paragraph(s) 2.1 and 2.2 above is the parties' reasonable estimate of Seller's liquidated damages. If the Buyer fails to perform the agreements in this Agreement the Seller shall be released from its obligation to sell the Property and shall retain Buyer's Earnest Money Deposit as liquidated damages, which shall be Seller's sole and exclusive remedy in law or at equity for Buyer's default.

13. DEFAULT BY SELLER

If Seller fails to perform any of the agreements of this Agreement, and such failure continues for Five (5) days after Buyer provides Seller with written notice thereof (except in the event such breach is a result of Seller failing to close this transaction on the date of Closing for which no notice and cure period shall apply), Buyer may elect to either (i) terminate this Agreement by written notice to Seller, and Buyer's Earnest Money Deposit referred to in Paragraph(s) 2.1 and 2.2 above shall be returned in full to Buyer on demand, or (ii) bring an action for specific performance, it being agreed that the elected option shall be Buyer's exclusive remedy.

14. ATTORNEY FEES AND COSTS

If any litigation is instituted with respect to enforcement of the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorney's fees and court costs.

15. CONDITION OF THE PROPERTY

15.1. Seller agrees to deliver the Property to Buyer in its present condition, ordinary wear and tear excepted, and further certifies and represents that Seller knows of no latent defect in the Property. Seller represents and warrants that the personal property conveyed with the premises shall be the same property inspected by

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Buyer and that no substitutions will be made without the Buyer's written consent. Buyer may also inspect or cause to be inspected the foundation, roof supports, or structural member of all improvements located upon the Property. If any such system, appliance, roof, foundation, or structural member shall be found defective, Buyer shall notify Seller before the end of the Inspection Period and Seller may elect not to make repairs and the Buyer may elect to take the Property in such defective condition or Buyer may, at his/her option, elect to terminate this Agreement and receive the full refund of all deposits and other sums tendered hereunder

15.2. In the event that Buyer is not satisfied with (i) its inspection of the Property, or (ii) its examination of the foregoing documents, or (iii) the results of the title searches, or (iv) if Buyer should determine for any other reason not to proceed with the transaction contemplated herein, Buyer shall give Seller written notice to such effect before the end of the Inspection Period. Upon delivery of such notice, the deposit referred to in Paragraph 2.1 and 2.2 above shall be returned to Buyer with all interest earned thereon, the agreement resulting from Seller's acceptance hereof shall be terminated and, subject to the obligations of Buyer concerning confidentiality set forth above, neither party shall be further obligated hereunder. Agreement may be terminated anytime by Buyer under Clause 15 with escrow being refunded in full to the Buyer without any further documentation and/or release being required from the Seller or signed by the Seller.

16. "AS-IS"; "WHERE-IS"

Buyer acknowledges and agrees that Buyer has or will have prior to the expiration of the Inspection Period, independently examined, inspected, and investigated to the full satisfaction of Buyer, the physical nature and condition of the Premises, mobile home units, income, operating expenses and carrying charges affecting the property.

Buyer acknowledges and agrees that the purchase of the Property shall be on an "as is", "where is", "with all faults basis", subject to reasonable wear and tear from the date of this Contract until Closing. Buyer acknowledges and agrees that Buyer is not relying on any statement made or information provided to Buyer by Seller. As of the Closing, Buyer will have conducted its own due diligence as to the condition of the Property.

17. OCCUPANCY

Seller shall deliver possession to Buyer no later than the closing date unless otherwise stated herein. Said leases are subject to Buyer's approval. Seller shall provide such letters notifying tenants to pay rent to the Buyer after closing as Buyer may reasonably request. Seller warrants that the rent roll in Exhibit B is complete and accurate.

18. NOTICES

Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery, by certified mail or by email. Such notice shall be effective upon delivery, mailing or emailing.

SELLER:

Seller Name: PECAN GROVE DIGS LLC
Address:PO Box 222 Asheville, NC 28802
Phone: 415.425.2733
Email: pecangrovedigs@gmail.com

BUYER:

Buyer Name: J&B Holdings Group, LLC
Address: 2519 N. McMullen Booth Rd. Ste. 510
Clearwater, FL 33761
Phone: 727-722-8369
Email: brett@thejbholdinggroup.com

Doc ID: 0e1617b6cbe440e6da34b5db08011277465b8370

19. ADDITIONAL TERMS, CONDITIONS, OR EXHIBITS

19.1. Buyer shall have access to property with a 24-hour notice with an agreed upon time between seller and buyer, unrestricted, uninhibited access to the property during the weekdays and weekends.

19.2. Buyer approves the Seller to perform a criminal background check on any and all individual members of purchasing LLC. Information will be provide via a secure electronic method within (5) business days.

20. BINDING EFFECT OF AGREEMENT

This agreement and the covenants and agreements of it shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless the agreement otherwise requires, the covenants of this agreement shall survive the transfer of title.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER

Trishann Couvillion
Authorized Signature

Trishann Couvillion, Owner
Print Name and Title

BUYER

Authorized Signature

Brett J. Burns, Member
Print Name and Title

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EXHIBIT A

EQUIPMENT AND OTHER PERSONAL PROPERTY

To include all items in the mobile home being used as a storage unit and around the property including parts, construction material, tools, etc.

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EXHIBIT B

DUE DILIGENCE ITEMS

1. Monthly bank statements for the previous 2 years, including year to date.
2. Schedule of all tenant deposits and balances outstanding.
3. Current Leases (For All Tenants).
4. Last 2 years Tax Returns.
5. Monthly utility bills for previous 2 years, including year to date.
6. Last 2 years Property Tax Bills.
7. Property Insurance Declaration Page.
8. List and contact information for all vendors and personnel.
9. List of all mobile homes with lot number, size and year.
10. All available titles for mobile homes.
11. Copy of title policy at time of Pecan Grove Digs, LLC's purchase.
12. List of all Personal Property that conveys with the sale (Exhibit A).

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Dropbox Sign

Audit trail

Title	Hill Hatchery MHP Agreement
File name	Commercial_PSA_ H...ery MHP_Final.pdf
Document ID	0e1617b6cbe440e6da34b5db08011277465b8370
Audit trail date format	MM / DD / YYYY
Status	• Signed

Document History

SENT	03 / 04 / 2024 13:48:20 UTC-5	Sent for signature to Pecan Grove Digs, LLC (pecangrovedigs@gmail.com) from brett@superiorrealestatesolutions.com IP: 35.140.236.217
VIEWED	03 / 04 / 2024 17:02:11 UTC-5	Viewed by Pecan Grove Digs, LLC (pecangrovedigs@gmail.com) IP: 97.82.233.195
SIGNED	03 / 04 / 2024 17:20:32 UTC-5	Signed by Pecan Grove Digs, LLC (pecangrovedigs@gmail.com) IP: 97.82.233.195
COMPLETED	03 / 04 / 2024 17:20:32 UTC-5	The document has been completed.

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FILED May 20, 2024
AT 03:56:00 PM
BOOK 02250
PAGE 0039 - 0043
INSTRUMENT #2024002279

FILED ELECTRONICALLY
ORANGEBURG
COUNTY
DEMETRICE WILLIAMS
REGISTER OF DEEDS

Prepared By and Return to:
Smith Howell & Associates, LLC
1185 Sunset Blvd, Ste B.
West Columbia, SC 29169

File No.: 24-6229JDS

(Please do not write above this line – Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PECAN GROVE DIGS, LLC, in the State aforesaid, for and in consideration of the sum of Five Hundred Forty Thousand and 00/100 Dollars ($540,000.00), unto it paid by HATCHERY HILL MHC, LLC, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Hatchery Hill MHC, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

See Attached Exhibit A

Tax Map #: 0155-00-11-022.000

Property Address: 104 Joree Drive, Cordova, SC 29039

Grantee(s) Address: 2519 N. McMullen Booth Road, Ste 510, Clearwater, FL 33761

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

ENTERED IN THE OFFICE OF THE ASSESSOR
DATE: 05-20-2024
JIM MCLEAN, ORANGEBURG COUNTY ASSESSOR

Orangeburg County 05-20-2024
SOUTH CAROLINA
County Revenue Stamp $594.00
State Revenue Stamp $1,404.00

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Exhibit F-1

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Hatchery Hill MHC, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Hatchery Hill MHC, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

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ELECTRONICALLY FILED - 2024 Jul 02 3:16 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733
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IN WITNESS WHEREOF the undersigned Hand and Seal this 18 day of April, 2024.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

PECAN GROVE DIGS, LLC

1st Witness

By: _____ (L.S.)
Trishann Couvillion, Owner

2nd Witness

STATE OF ~~SOUTH CAROLINA~~ North Carolina)
) **CORPORATE ACKNOWLEDGMENT**
COUNTY OF Buncombe)

The foregoing instrument was acknowledged before me this 18th day of April, 2024 by Trishann Couvillion, Owner, of Pecan Grove Digs, LLC a South Carolina Company, on behalf of the company.

SWORN to before me this
18th day of April, 2024.

Notary Public for ~~South Carolina~~ North Carolina

My Commission Expires: 09/26/2028

[SEAL]

JOHN RAGIN
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires Sep. 26, 2028

File # 24-6229JDS

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EXHIBIT "A"
Legal Description

All that lot, parcel, or piece of land, together with improvements thereon, situate, lying, and being located in the County of Orangeburg, State of South Carolina, being shown and delineated as 8.81 acres, more or less, on that Plat of 8.81 acres, surveyed for James F. Arends, by Edisto Engineers & Surveyors, Inc., dated January 5, 2005, and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book C-398 at Page 2; said property being bounded generally as follows: on the Northeast by property now or formerly of Hazel M. Jackson; on the East by property now or formerly of James F. Arends; on the South by property now or formerly of James F. Arends; and on the West by the 75-foot Right of Way known as Cannon Bridge Road (S-28-49). Reference to said plat(s) is hereby made for a more complete and accurate description, with all measurements being a little more or little less.

This being the same property conveyed to Pecan Grove Digs, LLC, a South Carolina Limited Liability Company by Deed of Ann Cherie Stover, dated July 28, 2021, and recorded July 28, 2021, in the Office of the Register of Deeds for Orangeburg County in Record Book 2022 at Page 142.

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2250
0043

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

D-BK:2250 - PG:0043

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at 104 Joree Drive, Cordova, SC 29039, County Tax Map Number 0155-00-11-022.000 transferred by Pecan Grove Digs, LLC to Hatchery Hill MHC, LLC on April 22, 2024.

3. Check one of the following: The deed is

(a) __X__ subject to the deed recording fee as a transfer for consideration paid in money or money's worth.
(b)_____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)_____ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

4. Check one of the following if either item 3(a) or item 3(b) above has been checked
(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $540,000.00.
(b) The fee is computed on the fair market value of the realty which is:
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is:

5. Check Yes _____ or No __X__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	$540,000.00.
(b) Place the amount listed in item 5 above here:	$0
(c) Subtract Line 6(b) from Line 6(a) and place result here:	$540,000.00.

7. The deed recording fee is due based on the amount in Line 6(c) above and the fee due is $1998.00.

8. Pursuant to Code Section 12-24-70, I state that I am a responsible person connected with the transaction as: Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and subscribed before me this
22 of April, 2024.
My Commission Expires: 1/13/29
Notary (L.S.): Rebecca R Kyzer
Notary (printed name): Rebecca R Kyzer

Responsible Person Connected with the Transaction

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
Plaintiff,	)	**DEFENDANTS RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR ADMISSION**
v.	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
Defendants.	)	

RESPONSES TO REQUESTS FOR ADMISSION

1. Before executing the Finder's Fee Contract attached hereto and incorporated herein by reference as C-1, Brett Buras sought legal advice on behalf of J& B Holdings Group, LLC.

RESPONSE: Denied.

2. At the time of executing the Finder's Fee Contract, J&B Holdings, LLC had no intention of honoring its obligations under the Finder's Fee Contract.

RESPONSE: Denied.

3. Attached hereto and incorporated herein by reference as Exhibit D-1 are genuine copies of an email with a subject of "Our Focus" and an attachment sent by Brett Buras to the Plaintiff on February 1, 2024.

RESPONSE: Admitted.

4. Attached hereto and incorporated herein by reference as Exhibit I is a genuine copy of a Contract of Sale of Commercial Property between Pecan Grove Digs LLC (the "Seller") and

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J&B Holdings Group, LLC and/or assigns or nominees (the "Buyer") for the property commonly referred to as Hatchery Hill Mobile Home Park ("contract").

RESPONSE: Admitted.

5. Paragraph 3 entitled "Earnest Money Deposit" requires an earnest money deposit in the amount of $5,000.00 will be deposited into Escrow account of Smith, Howell and Associates, LLC located at 117 W. Luke Avenue, Summerville, SC 29483;

RESPONSE: Admitted.

6. The Earnest Money Deposit required by Paragraph 3 was paid in accordance with the contract.

RESPONSE: Admitted.

7. Attached hereto and incorporated herein by reference as Exhibit F-1 is a genuine copy of a Warranty Deed from Pecan Grove Digs, LLC to Hatchery Hill MHC, LLC for the property described in the contract.

RESPONSE: Admitted.

8. The Warranty Deed reflects that it was prepared by Smith Howell & Associates, LLC at 1185 Sunset Blvd., Suite B, West Columbia, SC 29169.

RESPONSE: Admitted.

BRUNER POWELL WALL & MULLINS, LLC

Joey R. Floyd, SC Bar No.: 68491
P.O. Box 61110
Columbia, SC 29260
803-252-7693
jfloyd@brunerpowell.com
Attorney for Defendants

August 14, 2024

ELECTRONICALLY FILED - 2024 Aug 27 4:19 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**CERTIFICATE OF SERVICE**

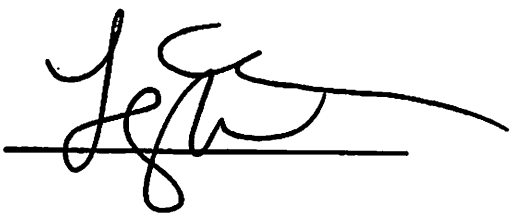
I, Leigh Dominick, a Paralegal in the law firm of Bruner, Powell, Wall & Mullins, LLC, attorneys for the Defendants do hereby certify that on 8/14/24, I served a copy of the documents listed below on counsel of record for the Plaintiff by depositing a copy of same in the U.S. Mail, first-class, postage prepaid and addressed as follows:

Pleading(s)/Documents served:

Defendants Responses to Plaintiff's Second Set of Requests for Admission

Counsel served:

J. Gregory Studemeyer, Esquire
Studemeyer Law Firm, LLC
7478 Carlisle Street
Irmo, SC 29063
Attorney for the Plaintiff



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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**DEFENDANTS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**

TO: J. GREGORY STUDEMEYER, ESQUIRE ATTORNEY FOR THE PLAINTIFF.

YOU WILL PLEASE TAKE NOTICE that the Defendants, by and through its/their undersigned counsel, will move before this Honorable Court on September 3, 2024, at 2:00 p.m., or as soon thereafter as counsel may be heard, for an Order granting the Defendants Summary Judgment on the Plaintiff's Claim(s), in accordance with Rule 56 of the South Carolina Rules of Civil Procedure on the following grounds: (1) Plaintiff and its member/agent do not hold any licensure from the South Carolina Department of Labor Licensing & Regulation, i.e. Plaintiff is not licensed to practice real estate in accordance with S.C. Code 40-57-4, et.seq., (2) Plaintiff, and/or its member/agent, must hold a real estate license and (3) there are no material issues of fact in this matter. In light of the Plaintiff's failure to have a real estate license, the Plaintiff cannot maintain an action, at law or in equity, against the Defendants in this civil action. To the extent that the Plaintiff attempts to maintain that it is a limited liability company, the limited liability company can only act through its agents/members.

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- The Affidavit from Erica Wade, Commission Executive, of the South Carolina Labor Licensing and Regulation indicates that the Plaintiff and Nathan Johns do not hold a license with the Real Estate Commission. See Exhibit A.
- Furthermore, the Affidavit of Nathan Johns contends that he introduced and brought the seller of a property together with a buyer of real property that was located in South Carolina. See Paragraphs 24-27 in Affidavit of Nathan Johns filed on July 8, 2024. In other words, Nathan Johns (a member, or the member, of Great Deal Investing LLC, of Wyoming, LLC) was practicing real estate in South Carolina without a license from the South Carolina Labor Licensing and Regulation.
- SC Code 40-57-20 expressly provides: "It is unlawful for an individual to act as a real estate broker, real estate salesperson, or real estate property manager or to advertise or provide services as such without an active, valid license issued by the commission."
- This civil action is built upon and depends entirely upon the actions of its member, Nathan Johns, because an LLC can only act through its members, agents, etc... Without the illegal acts/actions of Nathan Johns, the Plaintiff could not allege that the LLC is owed a "Finder's Fee" under the illegal contract.
- Nathan Johns was illegally practicing real estate in South Carolina as outlined in his Affidavit filed on July 8, 2024.
- The Plaintiff is attempting circumvent the licensing laws of South Carolina and attempting to hide behind a corporate veil to contend that it is simply a limited liability company. While the Plaintiff's suggestions that an LLC is not required to have a license, the case of *Jackson v. Bi-Lo Stores, Inc.* 313 S.C. 272, 437 S.E.2nd 168 (Ct. App. 1993) specifically states that:

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> It is a well founded policy of law that no person be permitted to acquire a right of action from their own unlawful act and **one who participates in an unlawful act cannot recover damages for the consequence of that act**. This rule applies at both law and in equity and whether the cause of action is in contract or in tort." *Jackson* at 276.

- The actions of Nathan Johns, are without a doubt, squarely practicing real estate by the terms of the statute and the existing case law of this State. Therefore, the actions of Nathan Johns were illegal / unlawful and the participation of Plaintiff in the illegal / unlawful actions bars the Plaintiff from a recovery in this civil action.
- Furthermore, in the alternative (and if the Plaintiff is somehow able to maintain this civil action in spite of the illegality of Plaintiff's contract and/or Plaintiff's participation in the illegal acts of Nathan Johns), as shown in the affidavits of Brett Buras (Exhibit B), Jared Burnett (Exhibit C), Damian Bergamaschi (Exhibit D) and Steve Decker (Exhibit E): (1) a personal contact of Brett Buras alerted Brett Buras about this property, i.e. J&B Holdings Group, LLC had already found the property and the Plaintiff did not "find" the property and (2) Nathan Johns, the member/agent of Plaintiff, was not supposed to present any properties to J&B Holdings Group, LLC that were "on the market" and publicly available as being for sale. The property at issue in this civil action was listed on Facebook Marketplace, which is where Nathan Johns located the property (i.e. the property was publicly available as being for sale and the property should not have been presented to J&B Holdings Group, LLC).

The Plaintiff is barred from any recovery, in contract or tort, in connection with the illegal/unlawful contract. All claims asserted by the Plaintiff in this civil action should be dismissed as a matter of law. In the alternative, the Plaintiff did not "find" the property at issue

in this civil action. This Motion may be further supported by the pleadings filed in this case, Discovery, memoranda, additional legal authority(ies), stipulations of fact and/or such other materials as may be presented to the Court at the hearing on this motion.

Respectfully submitted,

BRUNER POWELL WALL & MULLINS, LLC

s/ Joey R. Floyd
Joey R. Floyd, SC Bar No.: 68491
P.O. Box 61110
Columbia, SC 29260
803-252-7693
jfloyd@brunerpowell.com
Attorney for the Defendants

August 19, 2024

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EXHIBIT A

South Carolina
Department of Labor, Licensing and Regulation

Real Estate Commission

110 Centerview Drive
Post Office Box 11847
Columbia, SC 29211-1847
Phone: (803) 896-4400
FAX: (803) 896-4427

Henry D. McMaster
Governor

Emily H. Farr
Director

July 18, 2024

The undersigned, having first been duly sworn, does herby attest or affirm the following:

1. She is the Executive for the Real Estate Commission, South Carolina Department of Labor, Licensing, and Regulation.
2. She has conducted a search of the Department of Labor, Licensing and Regulation's Real Estate Commission records and has found no evidence that Great Deal Investing LLC, of Wyoming. has been registered by the Real Estate Commission.
3. As of the date of this affidavit, there is no one or no entity currently registered by the name of Great Deal Investing LLC, of Wyoming.
4. She has conducted a search of the Department of Labor, Licensing and Regulation's Real Estate Commission records and has found no evidence that Nathan Johns is licensed with the Commission.
5. As of the date of this affidavit, there is no one or no entity currently licensed by the name of Nathan Johns.

Further Affiant sayeth not.

Please contact this office if you have any questions concerning this matter.

Erica Wade
Commission Executive

Erica D. Wade

Executive's Signature

Sworn and Subscribed before me this 18th day of July, year 2024

Notary Signature

Meredith Buttler

Notary Printed Name

My Commission Expires: 11/2026

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EXHIBIT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING,	)	**AFFIDAVIT OF BRETT BURAS**
Plaintiff,	)	
v.	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
Defendants.	)	

Personally appeared before me, the undersigned, who first being duly sworn, deposes and says:

1. I am a member of J & B Holdings Group, LLC ("J&B").

2. I am informed and believe that Nathan Johns is the member and owner of Great Deal Investing LLC of Wyoming ("Great Deal").

3. Nathan Johns and I reached an agreement about a Finder's Fee Contract.[1] In particular, Nathan Johns agreed that he would not provide me with any potential properties that were "on the market," listed for sale on any internet platform, and/or otherwise publicly available/advertised as being "for sale."

4. It was my understanding that Great Deal (nor Nathan Johns) would not seek a commission for any property that was "listed" (i.e. on the market and publicly available/

[1] As referenced in the Complaint, Amended Complaint and Affidavit of Nathan Johns. A copy of the Finder's Fee Contract is attached to the Affidavit of Nathan Johns, filed with the Orangeburg County Clerk of Court on July 8, 2024.

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publicly advertised) and that he would only present properties that were "off-market properties" (i.e. properties that were not being publicly advertised as being for sale).

5. The Hatchery Hill mobile home park property, as referenced in Plaintiff's Complaint, and Amended Complaint, is referred to herein as "the property".

6. A personal contact of mine, Stephen Smotts, advised me/alerted me about the property on January 16, 2024. See **Exhibit A** attached hereto.

7. I also found out that the property was listed for sale on Facebook Marketplace, around the time that Nathan Johns and/or Great Deal presented this property to me for consideration.

8. After Stephen Smotts advised me about the property, I turned over the lead to a staff member to research the property.

9. My contact, Stephen Smotts, had already alerted me about the existence of this potential acquisition before Nathan Johns and/or Great Deal presented this property to me for consideration.

10. Great Deal, through Nathan Johns, presented the property to me about a month after Stephen Smotts advised me about the property.

11. Great Deal, through Nathan Johns, actively negotiated with the Seller for the sale of the property to Hatchery Hill MHC, LLC.

12. Among other things, Great Deal, through Nathan Johns, indicated to me that there were two options for the purchase of the property (the Hatchery Hill mobile home park):

a. An all-cash offer; and

b. An owner financed option.

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13.Great Deal and Nathan Johns also attempted to negotiate on my behalf on several other potential real estate investments.

14.Great Deal and Nathan Johns are not licensed by the South Carolina Real Estate Commission, pursuant to S.C Code § 40-57-5, et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

15.Great Deal and Nathan Johns, engaged in the unlicensed and unlawful practice of real estate under S.C. Code § 40-57-5, et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

16.The Plaintiff cannot maintain this civil action as a result of its failure (and Nathan John's failure) to hold a license with the South Carolina Real Estate Commission.

17.Based on the documents and information that I have received and reviewed in connection with this matter, Great Deal (and Nathan Johns) was engaged in the illegal practice of real estate without a license in South Carolina by violating the South Carolina Real Estate Commission licensing statute, which is found at S.C. Code 40-57-5, et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

18.Nathan Johns and Great Deal are barred from any recovery against any Defendant as a result of its/their violations of S.C Code § 40-57-5 et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

FURTHER AFFIANT SAYETH NOT

Brett Burns

SWORN TO and subscribed before me
This 31st day of July, 2024

Elaine Fisher (L.S.)

Elaine Fisher
Notary Public, State of Florida
Commission No. HH 409103
My Commission Expires: 06/11/27

Notary Public for Florida

Printed Name: Elaine Fisher
My Commission Expires: 6/11/27

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EXHIBIT A

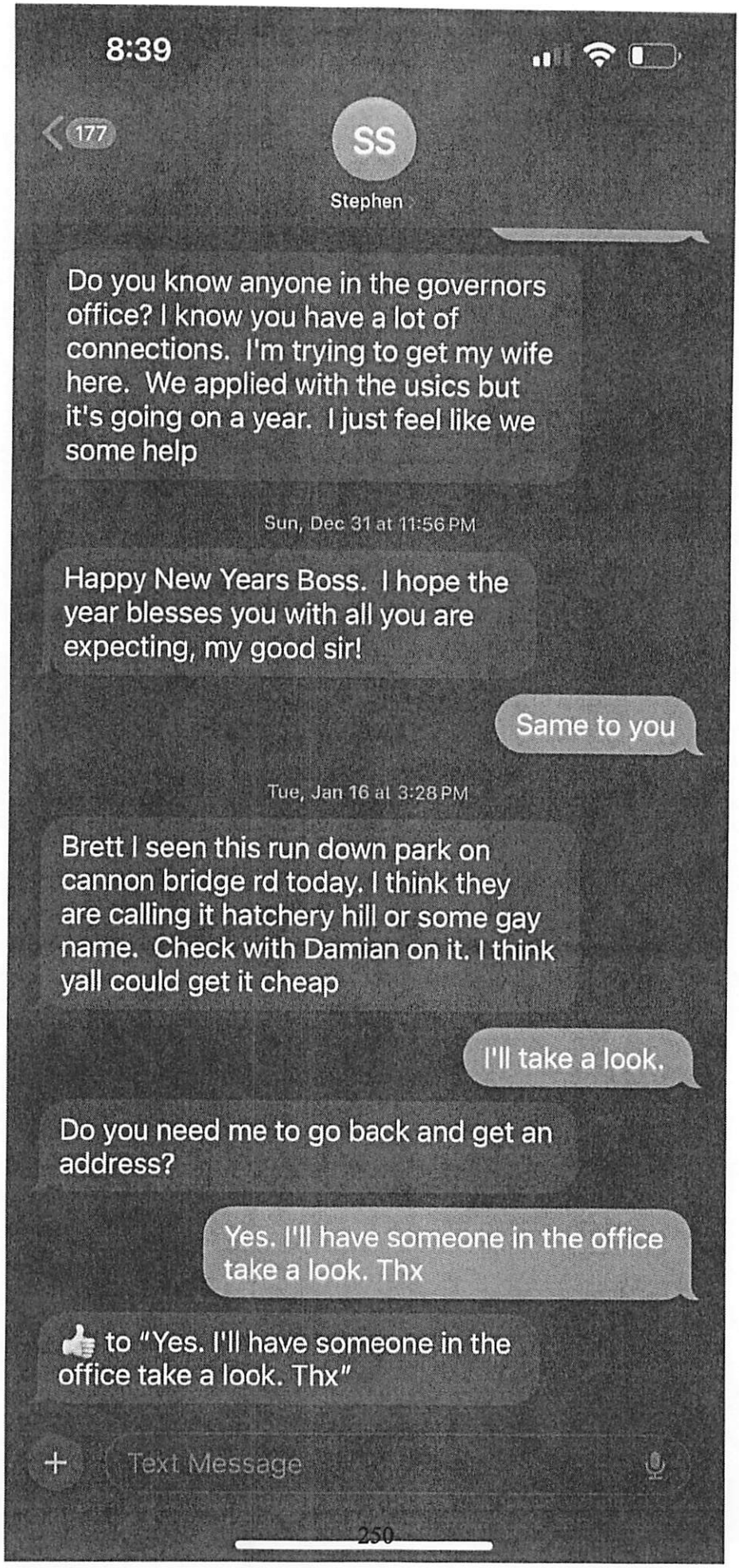

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EXHIBIT C

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
	)	
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
	)	**AFFIDAVIT OF JARED BURNETT**
Plaintiff,	)	
v.	)	
	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
	)	
Defendants.	)	

Personally appeared before me, the undersigned, who first being duly sworn, deposes and says:

1. I am a passive investor and member of J & B Holdings Group, LLC ("J&B").

2. I was not aware of the existence of a "Finder's Fee Contract" between J & B Holdings Group, LLC and Great Deal Investing LLC, of Wyoming ("Great Deal") until this civil action was filed.

3. I have never met, or spoken with, Nathan Johns.

4. I am informed and believe that Stephen Smotts advised/alerted Brett Buras about the Hatchery Hill mobile home park, the property referenced in Plaintiff's Complaint, and Amended Complaint ("the property") in January of 2024, before Plaintiff presented the property to Brett Buras.

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5. I learned, after this civil action was filed, that the Plaintiff (and its owner, Nathan Johns) is not / are not licensed by the South Carolina Real Estate Commission.

6. I also learned, after this civil action was filed, that the Plaintiff was not supposed to present any properties to J&B, or Brett Buras, that were "on the market," listed for sale on any internet platform and/or otherwise publicly available as being "for sale."

7. I also learned, after this civil action was filed, the property at issue in this civil action was listed on Facebook Marketplace and Brett Buras had located the property prior to Plaintiff's presentation of the property to Brett Buras.

8. Plaintiff cannot maintain this civil action as a result of its failure (and Nathan Johns' failure) to hold a license with the South Carolina Real Estate Commission.

9. Based on the documents and information that I have received and reviewed in connection with this matter, I believe that the Plaintiff (and Nathan Johns) was engaged in the illegal practice of real estate without a license in South Carolina by violating S.C. Code 40-57-5, et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

10. I believe that Plaintiff (and Nathan Johns) are barred from any recovery against any Defendant as a result of its/their violations of S.C Code § 40-57-5 et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

FURTHER AFFIANT SAYETH NOT

Jared Burnett

SWORN TO and subscribed before me
This 31st day of July, 2024
Elaine Fisher (L.S.)

Elaine Fisher
Notary Public, State of Florida
Commission No. HH 409103
My Commission Expires: 06/11/27

Notary Public for Florida

Printed Name: Elaine Fisher
My Commission Expires: 6/11/27

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EXHIBIT D

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
	)	
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
	)	**AFFIDAVIT OF DAMIAN BERGAMASCHI**
Plaintiff,	)	
v.	)	
	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
	)	
Defendants.	)	

Personally appeared before me, the undersigned, who first being duly sworn, deposes and says:

1. I am not a member of J & B Holdings Group, LLC ("J&B") and I have no ownership interest in J&B.

2. I am a member of a limited liability company that is a member of Hatchery Hill MHC, LLC ("Hatchery Hill").

3. I have been provided information showing that Stephen Smotts advised/alerted Brett Buras about the Hatchery Hill mobile home park, the property referenced in Plaintiff's Complaint, and Amended Complaint ("the property") in January of 2024.

4. It is my understanding that the property was also listed for sale on Facebook Marketplace before Nathan Johns and/or Great Deal Investing LLC, of Wyoming ("Great Deal") presented this property to Brett Buras.

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5. Nathan Johns, who is the member/owner of Plaintiff, actively negotiated the sale between the seller of Hatchery Hill mobile home park and the buyer, Hatchery Hill MHC, LLC in late February of 2024.

6. The Plaintiff was not supposed to present any properties to J&B that were "on the market," listed for sale on any internet platform and/or otherwise publicly available as being "for sale."

7. I have learned, after this lawsuit was filed, that neither the Plaintiff nor Nathan Johns are licensed by the South Carolina Real Estate Commission.

8. The Plaintiff cannot maintain this civil action as a result of its failure (and Nathan Johns' failure) to hold a license with the South Carolina Real Estate Commission.

9. The Plaintiff (and Nathan Johns) engaged in the unlicensed and unlawful practice of real estate under S.C Code § 40-57-5, et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

10. The Plaintiff (and Nathan Johns) are barred from any recovery against any Defendant as a result of its/their violations of S.C Code § 40-57-5 et.seq. (specifically including, but not limited to, S.C Code § 40-57-20 and § 40-57-30).

FURTHER AFFIANT SAYETH NOT

Damian Bergamaschi

SWORN TO and subscribed before me
This 8 day of August, 2024
(L.S.)
Notary Public for South Carolina
Printed Name: Tyler Manley
My Commission Expires: 11/27/2033

TYLER MANLEY
Notary Public
State of South Carolina
My Commission Expires Nov 27, 2033

EXHIBIT E

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
	)	
GREAT DEAL INVESTING LLC, OF WYOMING,	)	
	)	
Plaintiff,	)	
v.	)	**AFFIDAVIT OF STEVE DECKER**
	)	
JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC,	)	
	)	
Defendants.	)	

Personally appeared before me, the undersigned, who first being duly sworn, deposes and says:

1. I am not a member of J & B Holdings Group, LLC ("J&B") and I have no ownership interest in J&B.

2. I am employed as an accountant by a company owned by one of the members J & B Holdings Group, LLC to provide accounting services.

3. I am not involved in the day-to-day operation of J & B.

4. I am not responsible for any management decisions of J&B.

5. I am only responsible for handling the financial accounting of J&B as instructed/directed by the members of J&B.

6. I had never heard of, or spoken with, Nathan Johns or the Plaintiff in this matter until this lawsuit was filed.

7. I was not aware of the existence of a "Finder's Fee Contract" until this lawsuit was filed.

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8. I should not be a party to this civil action because I have not done anything to be named as a party to this civil action.

9. I have learned, after this lawsuit was filed, that the Plaintiff (and its owner, Nathan Johns) is not/are not licensed by the South Carolina Real Estate Commission.

10. I have also learned, after this lawsuit was filed, that the Plaintiff was not supposed to present any properties to J&B that were "on the market," listed for sale and/or publicly available as being "for sale."

11. I have also learned that the property at issue in this civil action was listed on Facebook Marketplace and Brett Buras had located the property, through a contact, prior to Plaintiff's presentation of the property to Brett Buras.

FURTHER AFFIANT SAYETH NOT

Steve Decker

SWORN TO and subscribed before me
This 26th day of July, 2024
(L.S.)

Notary Public for Florida

Printed Name: Victoria Cardenas
My Commission Expires: 10/3/26

VICTORIA CARDENAS
Notary Public - State of Florida
Commission # HH 318751
My Comm. Expires Oct 3, 2026

ELECTRONICALLY FILED - 2024 Sep 03 7:01 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	**PLAINTIFF'S RESPONSES TO DEFENDANTS' FIRST SET OF REQUESTS FOR ADMISSION, ANSWERS TO INTERROGATORIES, AND RESPONSE TO REQUEST FOR PRODUCTION**

RESPONSES TO REQUESTS FOR ADMISSION

1. Admit that Plaintiff brought suit against the abovenamed Defendants for an alleged breach of the contract titled "FINDER'S FEE CONTRACT" dated October 30, 2023, attached hereto as **Exhibit A.**

RESPONSE

It is admitted that the Plaintiff brought suit against the Defendants for breach of the contract titled "FINDER'S FEE CONTRACT" dated October 30, 2023, attached as Exhibit A. The Plaintiff also brought suit against the Defendants for civil conspiracy and for violation of the South Carolina Unfair Trade Practices Act for attempting to circumvent the obligation of J&B Holdings Group, LLC to pay the Plaintiff's fee under the terms of the contract.

2. Admit that Plaintiff has no basis in law for maintaining an action against the Defendants in this civil action.

RESPONSE

Denied.

3. Admit that Plaintiff does not hold a license to practice real estate, as regulated by

SC Code 40-57-5, et.al.

RESPONSE

It is admitted that the Plaintiff, a limited liability company organized and existing under the laws of the State of Wyoming and which does not transact business in South Carolina, does not hold a license issued by the South Carolina Real Estate Commission to act as a real estate broker, real estate salesperson, or real estate property manager or to advertise or provide services as such as the Plaintiff is not an individual required to be licensed under the provisions of S.C. Code Ann. Section 40-57-20. Moreover, a foreign limited liability company transacting business in South Carolina without a certificate of authority is not a member of the public intended to be protected as contemplated by S.C. Code Ann. 40-57-10.

4. Admit that the Plaintiff must hold a license in accordance with SC Code 40-57-5, et.al. in order to maintain a civil action against any Defendant in this civil action.

RESPONSE

Denied.

5. Admit that the property identified in your Complaint, for which you contend you are entitled to a "fee," was listed on Facebook Marketplace.

RESPONSE

Admitted.

ANSWERS TO INTERROGATORIES

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts and events of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER

Nathan Johns
10069 Abbey Road
Saint John, Indiana 46373

Jared Burnett
2519 N. McMullen Booth Rd. Ste 510
Clearwater, Florida 33761

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Brett Buras
2519 N. McMullen Booth Rd. Ste. 510
Clearwater, Florida 33761

Damian Bergamaschi
2519 N. McMullen Booth Rd. Ste. 510
Clearwater, Florida 33761

Trishann Couvillion
P.O. Box 222
Asheville, North Carolina 28802

No written or recorded statements have been taken from these witnesses.

2. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER

Mr. Johns can testify about his communications with Mr. Buras, Mr. Bergamaschi, and Ms. Couvillion.

It is anticipated that Mr. Burnett can testify about his communications with Buras, Bergamaschi, and Decker and the Second Real Estate Mortgage on the subject property dated May1, 2024.

It is anticipated that Mr. Buras can testify about his communications with the Plaintiff and with Burnett, Bergamaschi, Decker, and Ms. Couvillion.

It is anticipated that Mr. Bergamaschi can testify about his communications with the Plaintiff, Burnett, Buras, Decker, and Couvillion and J&B's purchase of Dalzell Village Mobile Home Park through Dalzell Village LLC.

It is anticipated that Ms. Couvillion can testify about her communications with the Plaintiff, Buras, and Bergamaschi.

3. Set forth a list of photographs, plats, sketches or other prepared documents in your possession that relate to the claim or defense in the case.

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ANSWER

Exhibits A through H attached to the Amended Complaint
Deed from Cathy J. Smotts to Dalzell Village LLC (001)
Email from Brett Buras to Plaintiff dated January 3, 2024 (002)
Text messages between Brett Buras and Mr. Johns dated February 22 (003)
Text messages from Couvillion inadvertently sent to Brett Buras (004-005)
Text messages between Brett Buras and Mr. Johns dated February 26 (006)
Text messages between Brett Buras and Mr. Johns dated February 27 (007)
Contract of Sale of Commercial Property between Pecan Grove Digs LLC and J&B Holdings Group, LLC dated March 4, 2024 (008)
Text messages between Brett Buras and Mr. Johns dated March 4 (009)
Text messages between Brett Buras and Mr. Johns dated March 7 (010)
Text messages between Brett Buras and Mr. Johns dated March 12 (011)
Text messages between Mr. Johns and Mr. Bergamaschi dated April 3 and June 4 (012)
Second Real Estate Mortgage between Hatchery Hill MHC LLC and J and H Burnett, LLC (013)
Formal Demand Letter dated May 28, 2024 (014)
Text messages between Brett Buras and Ms. Couvillion (015-016)

4. List the names and addresses of any expert witnesses whom you propose to use as a witness at the trial of the case.

ANSWER

None at this time.

5. Set forth a list of all legal actions brought by Plaintiff in the past three years, against any person/entity, seeking a "Finder's Fee" in any state and any jurisdiction (setting forth the case number, current status/disposition, as well as a narrative description of the claims).

ANSWER

None.

6. Set forth in narrative format the details regarding any and all communications between you and any and all Defendants and or anyone else regarding the issues involved in this civil action.

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ANSWER

See answer to Interrogatory #3.

7. Set forth the specific ways in which you believe Defendant J & B breached its contract with Plaintiff.

ANSWER

See the amended complaint.

8. Set forth the facts or evidence that leads you to believe any and all defendants breached the contract.

ANSWER

See the amended complaint.

9. Set forth each and every reason why the defendant Jared Burnett is a proper party to this suit.

ANSWER

See the amended complaint.

10. Set forth each and every reason why the defendant Brett Buras is a proper party to this suit.

ANSWER

See the amended complaint.

11. Set forth each and every reason why the defendant Damian Bergamaschi is a proper party to this suit.

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ANSWER

See the amended complaint.

12. Set forth each and every reason why the defendant Steve Decker is a proper party to this suit.

ANSWER

See the amended complaint.

13. Set forth each and every reason why the defendant Hatchery Hill is a proper party to this suit.

ANSWER

See the amended complaint.

14. Set forth the total amount of damages you assert that you are entitled to in this civil action.

ANSWER

See the amended complaint.

15. Set forth, with specificity, all work that you allegedly performed in connection with the Finder's Fee Contract attached hereto as Exhibit A, including but not limited to your work associated with the property you identified in your Complaint.

The Plaintiff ran programs through the Internet to search for local ads (such as Facebook Marketplace) or MHPs or mobile homes for sale in different regions across the U.S. Once the Plaintiff identified the seller within the parameters specified by J & B, the Plaintiff introduced the two.

RESPONSES TO REQUESTS FOR PRODUCTION

1. Any and all documents (including but not limited to emails, texts, faxes, etc...), photographs, sketches, drawings, reports, analyses or other prepared that relate, in any way, to your claims and/or defenses in this civil action.

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RESPONSE

See Exhibits A through H attached to the amended complaint and the documents produced herewith marked 001-016.

2. Any and all documents, emails, photographs sketches, drawings, reports, analyses or other prepared documents used in answering this Defendant's Interrogatories or Requests for Admission herein.

RESPONSE

See response to request #1.

3. A list of names, addresses, and specialties of all experts or professionals that were consulted or retained to testify on any issues related to this action and at any hearing on those issues, as well as copies of any reports of said expert(s) and any correspondence between Plaintiff and/or their counsel and said expert(s).

RESPONSE

None at this time.

4. Copies of any and all investigations and/or reports, including photographs, pertaining to the matters which are the subject of this litigation whether prepared by you or for you by any other person. This is to specifically include, but not be limited to, any reports, letters, communications, documents, claims, valuations, sales, offers for sale and or transmissions of any and all data made by Plaintiff to or by any governmental, regulatory, administrative, auditor, or insurance entity.

RESPONSE

None.

5. Copies of any and all statements given by you to any person relating to the matters alleged in the pleadings, or as to any issue in this matter.

RESPONSE

None at this time.

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6. All statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, relating to the matters alleged in the pleadings, or as to any issue in this matter.

RESPONSE

None.

7. Provide any and all photographs, plats, sketches or other prepared documents in possession of Plaintiff that relate to the claim(s) or defense(s) in the case.

RESPONSE

See response to request #1.

8. Provide any and all communications (including but not limited to emails and text messages) between you and any and all Defendants.

RESPONSE

See response to request #1 and the documents attached hereto marked 017-024.

9. Provide any and all communications (including but not limited to emails and text messages) between you and anyone else (people, companies, and/or any other entities) regarding the matters at issue.

RESPONSE

See response to request #8.

10. Your entire file related to the Finder's Fee Contract attached hereto as Exhibit A.

RESPONSE

To be supplemented.

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ELECTRONICALLY FILED - 2024 Aug 27 4:09 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTIONS TO DISMISS AND FOR JUDGMENT ON THE PLEADINGS**

The Defendants have moved to dismiss and for judgment on the pleadings. For the reasons set forth below, the Defendants' motions should be denied.

LAW

Motion to dismiss

"A ruling on a motion to dismiss pursuant to Rule 12(b)(6) must be based solely on the factual allegations set forth in the complaint, and the court must consider all well-pled allegations as true." *Hotel and Motel Holdings, LLC v. BJC Enterprises, LLC*, 414 S.C. 635, 650, 780 S.E.2d 263 (2015) (quoting *Fabian v. Lindsay*, 410 S.C. 475, 481,765 S.E.2d 132, 136 (2014).

* * *

Therefore, this court must "construe the complaint in a light most favorable to the nonmovant and determine if the 'facts alleged and the inferences reasonably deducible from the pleadings would entitle the plaintiff to relief on any theory of the case.'" (internal quotes omitted). If the facts and inferences drawn from the facts alleged in the complaint, viewed in the light most

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favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper. *Id.*

Judgment on the pleadings

Rule 12(c), SCRCP provides in pertinent part:

> *After the pleadings are closed* but within such time as not to delay the trial, any party may move for judgment on the pleadings.

When considering such motion, the court must regard all properly pleaded factual allegations as admitted. *Ballard v. Admiral Insurance Company*, 442 S.C. 22, 33, 897 S.E.2d 183 (Ct. App. 2023) (quoting *Falk v. Sadler*, 3441 S.C. 281, 286, 533 S.E.2d 350, 353 (Ct. App. 2000). In analyzing a Rule 12(c) motion, the court must liberally construe the complaint "so that substantial justice is done between the parties." *Id.*

Procedural History

This action was initiated by the filing of a summons and complaint on June 6, 2024. Therein, the Plaintiff alleged that the Defendants circumvented an obligation to pay the Plaintiff a $37,800 finder's fee in connection with the acquisition of certain real property in Orangeburg County.

On June 21, 2024, the Defendants filed a notice of motion and motion to dismiss. Therein, the Defendants asserted that the contract was illegal and unenforceable.

On July 2, 2024, the Plaintiff filed an amended complaint. On July 3, 2024, the Defendants filed a notice of motion and motion to dismiss and motion for judgment on the pleadings.

ARGUMENT

Defendants' motion to dismiss

The Plaintiff alleges in the amended complaint that it entered into a contract with Defendant J&B Holdings Group, LLC("J&B"), a limited liability company organized and existing under the

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laws of the State of Florida, transacting business in South Carolina without a certificate of authority. A copy of the contract is attached to the amended complaint.

Therein, the Plaintiff agreed to introduce J&B to real property and/or the property seller in exchange for a finder's fee of seven percent (7%) of the purchase price. J&B promised that it would not circumvent the contract and would provide the Plaintiff with regular updates regarding the closing and include the Plaintiff in communications regarding the closing.

The Plaintiff further alleges that on or about February 20, 2024, it identified Trishann Couvillian ("Couvillian") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential seller of a mobile home park located in Cordova, South Carolina and notified J&B's managing member, Brett Buras. The Plaintiff further alleges that at Buras' request, it scheduled a telephone call with Couvillian and provided her email address to him.

The Plaintiff further alleges that thereafter, J&B entered into a contract of sale with Couvillian to purchase the property for $540,000. The Plaintiff further alleges that it was not notified of the contract, and notwithstanding repeated inquiries, was not provided with updates about the closing.

The Plaintiff further alleges that articles of organization were subsequently filed for Hatchery Hill MHC LLC of which Buras serves as managing member and the property was deeded by Couvillian to that entity without any payment to the Plaintiff whatsoever.

In addition to the foregoing facts, the amended complaint sets forth the elements of claims for breach of contract, breach of contract accompanied by a fraudulent act, civil conspiracy, and violation of the Unfair Trade Practices Act.

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Considering all of the well-pled allegations as true, and construing the amended complaint in a light most favorable to the Plaintiff, the facts and inferences entitle the Plaintiff to relief on some theory of the case.

Defendants' motion for judgment on the pleadings

Rule 12(c) authorizes a motion for judgment on the pleadings *after the pleadings are closed.* When considering such motion, the court must regard all properly pleaded factual allegations as admitted. *Ballard, supra.*

Rule 7(a) lists as pleadings a complaint, an answer, a reply, an answer to a cross-claim, a third-party complaint, and an answer to a third-party complaint. The Defendants have filed no pleadings. Therefore, the Defendants' motion for judgment on the pleadings is premature and should be denied.

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ELECTRONICALLY FILED - 2024 Aug 27 4:12 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

The Plaintiff moved for summary judgment on July 8, 2024, and now submits this memorandum in support thereof.

FACTS

Parties

1. The Plaintiff is a limited liability company organized and existing under the laws of the State of Wyoming. (Aff. Nathan Johns, par. 4).
2. The Plaintiff is engaged in the business of finding mobile home park sellers across the country for mobile home park buyers. (Aff. Nathan Johns, par. 5).
3. Defendant J&B Holdings Group, LLC ("J&B") is a Texas limited liability company. (Defendants' Responses To Plaintiff's First Set Of Requests For Admission, par. 1).
4. J&B does not have a certificate of authority to transact business in the State of South Carolina. (Defendants' Responses To Plaintiff's First Set Of Requests For Admission, par. 6).

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5. J&B does not hold a license to practice real estate in South Carolina. (Defendants' Responses To Plaintiff's First Set Of Requests For Admission, par. 8).

Background

6. On October 16, 2023, the Plaintiff emailed a proposed Finder's Fee Contract ("contract") to Defendant Brett Buras ("Buras"). (Aff. Nathan Johns, par. 15).
7. On October 23, 2023, the Plaintiff received an email from Buras stating, "I won't sign a blanket agreement as we have deals coming to us from many people [sic] this can often get confusing. Again, happy to sign a property specific agreement and take a look to see if this is a good fit for our capital." (Aff. Nathan Johns, par. 16).
8. In a subsequent email, Buras stated, "I will check with legal. Our PE Funds have rules... some of them are weird." (Aff. Nathan Johns, par. 16).
9. Buras emailed an executed copy of the contract to the Plaintiff on October 30, 2023. (Aff. Nathan Johns, par. 17).
10. The Plaintiff emailed an updated contract to Buras on the same day. Buras signed the updated contract as managing member of J&B and emailed it back to the Plaintiff. (Aff. Nathan Johns, par. 18).
11. The contract includes a non-circumvention provision. (Aff. Nathan Johns, par. 21).
12. The contract required Buras to acknowledge that the Plaintiff holds no professional licenses and is not a real estate agent, nor a broker, nor a realtor. (Aff. Nathan Johns, par. 20).
13. The contract requires J&B to provide regular updates to the Plaintiff regarding potential closings and to include the Plaintiff in communications regarding them. (Exhibit 2, page 2).

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14. On February 1, 2024, Buras emailed the Plaintiff a slide deck describing J&B. The slide deck included slides labelled "What We Do" and "Where We Do It" and identified Buras as an Investor and Business Owner, Defendant Bergamaschi as MHP Operator & MHP Fund Manager, Defendant Burnett as Entrepreneur & Business Owner, and Decker as Chief Financial Officer. (Aff. Nathan Johns, par. 23).

15. On or about February 20, 2024, the Plaintiff identified Trishann Couvillian ("Couvillian") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential seller of a mobile home park located in Cordova, South Carolina. The Plaintiff notified Buras by email on February 21, 2024. (Aff. Nathan Johns, par. 24).

16. At Buras' request, the Plaintiff scheduled a telephone call with Couvillian to introduce her to Buras. (Aff. Nathan Johns, par. 25).

17. Thereafter, Buras requested, and the Plaintiff provided, Couvillian's email address. (Aff. Nathan Johns, par. 26).

18. All of the Plaintiff's telephone calls, emails and text messages with Buras and Couvillian were initiated from the Plaintiff's office in Indiana. (Aff. Nathan Johns, par. 27).

Unfair and deceptive acts

19. Unbeknownst to the Plaintiff, Buras entered into a Contract of Sale of Commercial Property ("Contract of Sale") with Couvillian on behalf of J&B on March 4, 2024. (Defs. Resp. Pl. Second Set of Reqs. Admit, Par. 4).

20. The Contract of Sale authorized Couvillian to perform a criminal background check on any and all individual members of J&B. (Defs. Resp. Pl.'s Second Set of Reqs. Admit, Par. 4).

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21. On March 7, 2024, J&B wired a $5,000.00 earnest money deposit to Smith Howell and Associates LLC's bank, Security Federal in Aiken, South Carolina. (Defs. Resp. Pl.'s Second Set of Reqs. Admit, Par. 6).
22. Buras ceased communicating with the Plaintiff after March 12, 2024. (Aff. Nathan Johns, par. 28).
23. On April 12, 2024, Articles of Organization were filed on behalf of Defendant Hatchery Hill MHC LLC with the South Carolina Secretary of State. (Amended Complaint, par. 40).
24. On May 20, 2024, J&B and Couvillian closed on the transaction remotely. (Defendants' Responses To Plaintiff's First Set Of Interrogatories, par. 17).
25. The closing was conducted by Jared Smith of Smith Howell & Associates, LLC at 1185 Sunset Boulevard, Suite B, in West Columbia, South Carolina. (Defendants' Responses To Plaintiff's First Set Of Interrogatories, par. 17).
26. J&B has never paid the fee it owes the Plaintiff. (Aff. Nathan Johns, par. 32 & 33).

LAW

Breach of contract

"The elements for a breach of contract are the existence of a contract, its breach, and damages caused by such breach." *Hotel and Motel Holdings, LLC v. BJC Enterprises, LLC*, 414 S.C. 635, 652, 780 S.E.2d 263, 272 (Ct. App. 2015) (quoting *S. Glass & Plastics Co. v. Kemper*, 399 S.C. 483, 491 – 92, 732 S.E.2d 205, 209 (Ct. App. 2012). There exists in every contract an implied covenant of good faith and fair dealing. *Id. at* 653, 780 S.E.2d at 273.

Breach of contract accompanied by a fraudulent act

In order to maintain a claim for breach of contract accompanied by fraudulent act, a

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plaintiff must prove three elements: (1) a breach of contract; (2) fraudulent intent relating to the breaching of the contract, not merely to its making; and (3) a fraudulent act accompanying the breach. *Id.* at 654, 780 S.E.2d at 273.

Civil conspiracy

A plaintiff asserting a civil conspiracy claim must establish (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff. *Paradis v. Charleston County School District*, 433 S.C. 562, 576, 861 S.E.2d 774, 780 (2021).

Unfair trade practices

To recover in an action under the South Carolina Unfair Trade Practices Act ("SCUTPA"), a plaintiff must show: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected the public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s). *Estate of Carr ex rel. Bolton v. Circle S Enterprises, Inc.*, 379 S.C. 31, 43, 664 S.E.2d 83, 89 (2008).

An act is "unfair" under the SCUTPA when it is offensive to public policy or when it is immoral, unethical, or oppressive. *Beneficial Financial I, Inc v. Windham*, 431 S.C. 256, 268, 847 S.E.2d 793, 899 (Ct. App. 2020). A deceptive act is any act which has a tendency to deceive. *DeBondt v. Carlton Motorcars, Inc.*, 342 S.C. 254, 269, 536 S.E.2d 399, 407 (Ct. App. 2000).

The second element of the SCUTPA, the public interest requirement, may be satisfied by proof of "facts" demonstrating the potential for repetition of the defendant's actions." *Daisy Outdoor Adver. Co., Inc. v. Abbott*, 322 S.C. 489, 493, 473 S.E.2d 47, 49 (1996). "Plaintiffs . . .

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generally have shown potential for repetition in two ways: (1) by showing the same kind of actions occurred in the past, thus making it likely they will continue to occur absent deterrence . . . or (2) by showing the company's procedures create a potential for repetition of the unfair and deceptive acts." *Id.* at 496, 473 S.E.2d at 51 (citations omitted).

"Trade" and "commerce," as used in the SCUTPA, include "any trade or commerce directly or indirectly affecting the people of this State." S.C. Code Ann. Section 39-5-10.

In private actions under the UTPA, directors and officers are liable for the corporation's unfair trade practices if they personally commit, participate in, direct, or authorize the commission of a violation of the UTPA. See *Plowman v. Bagnal*, 316 S.C. 283, 286, 450 S.E.2d 36, 38 (1994).

ARGUMENT

The Defendants attempt to skirt responsibility by asserting that its contract with the Plaintiff is illegal under South Carolina law and, therefore, unenforceable. This argument fails as a matter of law.

The Defendants' argument relies upon a 54-year old Attorney General's opinion. In that opinion, Assistant Attorney General Timothy Quinn noted that S.C. Code Ann. Section 56 – 1545 (1962) then provided:

> It shall be unlawful for any *person* to act as a real estate broker, counselor real estate salesman, appraiser, property manager or real estate auctioneer, or to advertise or assume to act as such without first having obtained a license issued by the Real Estate Commissioner.

S.C. Atty. Gen. Op. dated June 27, 1972. [emphasis added].

Under S.C. Code Ann. Section 56 - 1545, the Office of the Attorney General concluded:

> It appears to be clear that the applicable State Law, as quoted above, includes a 'finder' within the category of one who charges a fee for

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> referral of information concerning real estate *to brokers*, and makes this practice unlawful if conducted by an unlicensed *person*.

Id. [emphasis added].

In the 54 years since this opinion was published, the real estate licensing regime in the state of South Carolina has been completely overhauled, as the Supreme Court of South Carolina recently took pains to point out:

> In 1997, the General Assembly passed Act 24 (H.B. 3169), amending the South Carolina Code related to the South Carolina Real Estate Commission and ***fundamentally changed real-estate licensing***. The preamble to Act 24 proclaimed its purpose included "to establish the parameters, duties, and responsibilities for agency relationships in real estate." In 2004, Act 218 (S.B. 949) made further amendments.

Waldo v. Cousins, 442 S.C. 662, 666, 901 S.E.2d 276, 278 (2024). [emphasis added].

In 2006, the Attorney General was asked to render an opinion concerning "the legality *of a developer* (seller) of a residential community providing a nominal token gift to homebuyers upon their referral of new homebuyers who end up purchasing from that developer." S.C. Atty. Gen. Op. dated April 28, 2006. [emphasis added]. In response to this request, Cydney M. Milling, Assistant Attorney General, and Robert D. Cook, then-Assistant Deputy Attorney General, referred to the 1972 opinion drafted by Quinn, noting,

> In that opinion, we addressed whether the payment of a finder's fee to an unlicensed person is unlawful under the statute now codified as *section 40-57-20 of the South Carolina Code*. As cited in our opinion, the statutory definition of "broker" at that time included "any *person* who *engages* in the business of charging an advance fee or contracting for collection of a fee in connection with any contract whereby he undertakes primarily to promote the sale of real estate... or referral of information concerning such real estate *to brokers*..." Accordingly, we determined the statutory definition of "broker" includes a 'finder' within the category of one who charges a fee for referral of information concerning real estate *to a broker*..."

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> Under the circumstances presented in your letter, the homebuyer receiving a token gift could be considered a finder in that he or she is receiving a "fee" for referring information *to a broker*. However, the current statutory definition of "broker" does not include one who charges a fee for referral of information. S.C. Code Ann. Section 40-57-30(3).

S.C. Atty. Gen. Op. dated April 28, 2006. (internal citations omitted). [emphasis added].

A "broker," as defined by S.C. Code Ann. Section 40-57-30(3), "means an associated licensee who has met the experience and education requirements and has passed the examination for a broker license." J&B is not an associated licensee who has passed the examination for a broker license in the State of South Carolina. *See* Defs. Resp. Pl.'s First Set Reqs. Admission, par. 8. Therefore, J&B is not a broker. Therefore, the Plaintiff was not required to have a license to refer information to J&B.

In 2023, Milling and Cook (now Solicitor General) authored *another* opinion on the matter of real estate licensure that explicitly states that entities like the Plaintiff are exempt from real estate licensing requirements. In this opinion, Milling and Cook wrote,

> Section 40-57-20 of the South Carolina Code requires ***individuals*** acting as real estate brokers, real estate salespersons, and real estate property managers to be licensed by the South Carolina Real Estate Commission. Chapter 57 does not specifically address whether corporations, such as the OTAs mentioned in your letter, are considered individuals for purposes of the chapter. However, given the plain and ordinary meaning of the term and reading it in conjunction with other provisions under Chapter 57, we believe that while individuals acting as real estate brokers, salespersons, and property managers are subject to the licensing requirements, as the law stands today, ***corporations are not.***

S.C. Atty. Gen. Op. dated February 23, 2023. [emphasis added].

By the plain language of S.C. Code Ann. Section 40-57-20, then, the Plaintiff, a limited liability company, is not subject to real estate licensing requirements. Clearly, then, as a limited liability company who does not refer information to brokers, the Plaintiff is not required to be licensed as a broker. Likewise, J&B, a foreign limited liability company engaged in business in

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South Carolina without a certificate of authority, is not a member of "the public" intended to be protected by South Carolina's real estate law. *See* S.C. Code Ann. Section 40-57-10.

According to their slide deck, J&B is a mobile home park investor focused on the acquisition, optimization and management of mobile home parks through hands-on management in Tampa, New Orleans, Columbia, Sumter, and Southeast Michigan. Buras, Bergamaschi, Burnett, and Decker were represented as individuals who participated in or directed the acquisition, optimization and management of J&B's mobile home parks in South Carolina. Buras and Bergamaschi personally negotiated with the seller after the Plaintiff made the introduction and Buras thereafter excluded the Plaintiff from any further communications with the seller.

Buras signed the Finder's Fee Contract with the Plaintiff, the Contract of Sale of Commercial Property with the seller, and the mortgage in favor of the seller. He knew that he was personally committing and participating in immoral and unethical conduct. The Defendants knew or should have known that J&B's managing member was engaging in unfair or deceptive acts or practices in the conduct of trade or commerce contemplated by S.C. Code Ann. § 39-5-20.

Because the Defendants' attempts to evade the contract fail as a matter of law, this Court should grant summary judgment in favor of the Plaintiff against all of the Defendants.

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ELECTRONICALLY FILED - 2024 Aug 28 4:03 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**DEFENDANTS' MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS, IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT, AND IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

FACTUAL BACKGROUND

This civil action filed by the Plaintiff, **an unlicensed real estate brokerage firm without a licensed real estate broker,** and is based on a "Finder's Fee Contract" entered into between Plaintiff and Defendant J&B Holdings Group, LLC on October 30, 2023. See Plaintiff's Amended Complaint, ¶ 27. A copy of the Finder's Fee Contract is attached to the Amended Complaint as Exhibit C. The Plaintiff is a Wyoming limited liability company. The member of the Wyoming limited liability company, Nathan Johns, resides in and conducts business out of his home in Indiana. See Plaintiff's Amended Complaint, ¶ 3. See also Affidavit of Nathan Johns, ¶ 2.

Plaintiff alleges that it is owed a "Finder's Fee" of seven percent (7%) of the final purchase price of a real estate transaction in Orangeburg County, South Carolina. See Plaintiff's Complaint ¶¶ 28 and 36. The "Finder's Fee" is calculated, based on the Finder's Fee Contract, by taking 7% of $540,000.00, which is $37,800.00. Plaintiff has filed the above referenced civil action seeking payment under the purported October 30, 2023 "Finder's Fee Contract."

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The Plaintiff and its Member, Nathan Johns, are not licensed by the South Carolina Real Estate Commission (the South Carolina Department of Labor, Licensing and Regulation) – as such, the Finder's Fee Contract is an illegal contract, which cannot be enforced by the Plaintiff in this civil action. All of the Plaintiff's causes of action fail, as a matter of law and should be summarily dismissed.

STANDARD

Rule 12(b)(6) of the South Carolina Rules of Civil procedure provides, as follows:

> Every defense, in law or fact, to a cause of action in any pleading, whether a claim, counterclaim, cross-claim, or third-party claim, shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion: ... (6) failure to state facts sufficient to constitute a cause of action"

Our South Carolina Court of Appeals has provided the following standard for a Rule 12(b)(6) Motion:

> An appellate court applies the same standard of review as the trial court when reviewing the dismissal of an action pursuant to Rule 12(b)(6), SCRCP. *Doe v. Marion,* 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007). In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint. *Id.* The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief. *Plyler v. Burns,* 373 S.C. 637, 645, 647 S.E.2d 188, 192 (2007). *Doe,* 373 S.C. at 395, 645 S.E.2d at 247. *Cap. City Ins. Co. v. BP Staff, Inc.,* 382 S.C. 92, 99, 674 S.E.2d 524, 528 (Ct. App. 2009).

In the case at hand, the Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action. Based on the allegations of Plaintiff 's Amended Complaint[1] Plaintiff has admitted that it does not hold (and that its Member does not hold) a real estate license in South Carolina.

[1] Documents attached to pleadings as exhibits are pleadings. Rule 10(c), SCRCP.

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As outlined herein, the failure to hold a South Carolina Real Estate License is fatal to all causes of action (at law and in equity) against the Defendants in this civil action. Notwithstanding the unlawful acts of Plaintiff barring the Plaintiff from maintaining this action, the Plaintiff has wrongfully named various individuals and another LLC as Defendants without a sufficient basis. The contract at issue is signed by Plaintiff and J&B Holdings Group, LLC. In the event that it is necessary for the Court to look beyond the pleadings filed in this civil action, a Rule 12(b)(6) Motion can be converted to a Summary Judgment Motion. See Rule 12(b), SCRCP.

In terms of Summary Judgment, our Courts have recently adopted the "genuine issue of material fact" standard for Summary Judgment. In particular, the South Carolina Supreme Court has set forth the following standard for Summary Judgment:

> We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule. As we stated in *Town of Hollywood v. Floyd*, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." 403 S.C. at 477, 744 S.E.2d at 166. To the extent what we said in *Hancock* is inconsistent with our decision today, *Hancock* is overruled. *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463–64, 892 S.E.2d 297, 301 (2023).

In the case at hand, there is no "genuine issue of material fact" because the Plaintiff does not have the necessary qualifications to serve as a real estate brokerage firm and/or its Member was serving as a real estate broker in South Carolina without a South Carolina Real Estate License, which precludes the Plaintiff from maintaining this civil action (the unlawful acts of Plaintiff and its member bar the Plaintiff from any recovery).

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ARGUMENT / LAW

I. The Plaintiff's causes of action fail because: (a) the alleged "Finder's Fee Contract" is an illegal contract and (b) the Plaintiff and/or its member/agent were practicing real estate without a license from the South Carolina Real Estate Commission (the South Carolina Department of Labor, Licensing & Regulation.)

The Plaintiff's basis for this lawsuit is a contract dated/signed on October 30, 2023, identified as the "Finder's Fee Contract," attached to the Plaintiff's Complaint as Exhibit C.[2] The Plaintiff in this case is seeking compensation, a 7% fee, in connection with property purchased by Hatchery Hill MHC, LLC in Cordova, South Carolina (Orangeburg County, South Carolina). The "Finder's Fee Contract" is an illegal contract because the contract expressly states that Plaintiff "is not a real estate agent / broker / Realtor and [Plaintiff] holds no professional licenses." See P. 2 of Exhibit C attached to Plaintiff's Amended Complaint. Notably, Nathan Buras signed the "Finder's Fee Contract" as "Member" of the Plaintiff. An Affidavit from the South Carolina Department of Labor, Licensing and Regulation ("the LLR"), filed with the Court August 19, 2024, confirms that neither the Plaintiff, nor its Member, Nathan Johns, are licensed by the South Carolina Real Estate Commission / the LLR. As such, it is undisputed that the Plaintiff and its member, Nathan Johns, are not licensed by the South Carolina Real Estate Commission (the South Carolina Department of Labor, Licensing & Regulation) to practice real estate in South Carolina.

In its Amended Complaint, the Plaintiff alleges as follows:

- "Under the terms of the contract, Plaintiff agreed to identify property and sellers to J & B in exchange for a fee of seven percent (7%) of the final purchase price." Plaintiff's Amended Complaint ¶ 28.
- "Thereafter, the Plaintiff introduced [Defendants] to several properties..." Plaintiff's Amended Complaint ¶ 31.

[2] The "Finder's Fee Contract" has the signatures of Plaintiff and J&B Holdings Group, LLC.

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- The Plaintiff "scheduled a telephone call with Couvillion to introduce her to [Defendants]." Plaintiff's Amended Complaint ¶ 32.
- "On or about February 20, 2024, the Plaintiff identified Buras to Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a **potential seller** of a mobile home park located in Cordova, South Carolina and notified Buras by email on February 21, 2024."[3] Plaintiff's Amended Complaint ¶ 32.
- "On February 22, 2024, at Buras' request, the Plaintiff scheduled a telephone call with Couvillion **to introduce her to Buras and Bergamaschi**." See ¶ 33 of Amended Complaint (emphasis Defendants).

While not relevant to the property at issue in this civil action, Exhibit B attached to the Plaintiff's Amended Complaint provides demonstrative evidence that the Plaintiff / Nathan Johns (member of the Plaintiff) were serving as a Real Estate Brokerage Firm and a real estate Broker, respectively, without a license. The email attached as Exhibit B to Plaintiff's Amended Complaint provides information identifying properties, asking price, various pricing issues, terms of financing available, ability to introduce various sellers, etc... In other words, all of the essential information obtained from sellers of real property by a real estate broker that would be relayed to potential buyers.

After the Defendants filed the initial Motion to Dismiss[4] the original Complaint filed by the Plaintiff, the Plaintiff filed an Amended Complaint[5] after recognizing that the licensing issue was a major problem for the Plaintiff. In fact, the Plaintiff has pled, in ¶ 13 of its Amended Complaint that Plaintiff is not required to have a real estate license. In this litigation, the Plaintiff

[3] Pecan Grove Digs, LLC is a South Carolina limited liability company.
[4] Filed on June 21, 2024.
[5] Filed on July 2, 2024.

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takes the position that since it is a limited liability company, it is exempt from any real estate licensure requirements in South Carolina. (Plaintiff's Motion for Summary Judgment ¶ 7). As more particularly set forth herein, the Plaintiff is mistaken in its analysis and belief that it can avoid South Carolina's licensing laws (Real Estate licensing laws) when Plaintiff is involved in the sale of property located in South Carolina. The limited liability company and/or the limited liability company's member cannot avoid the licensure requirements by simply hiding behind the corporate veil of a foreign limited liability company and thumb its/their nose at the Real Estate Commission and the licensing statutes.

South Carolina Code § 40-57-30(3)(a)-(f) defines the practice of a real estate broker as:

> "Broker" means an associated licensee who has met the experience and education requirements and has passed the examination for a broker license and who, for a fee, salary, ***commission, referral fee, or other valuable consideration***, or who, with the intent or expectation of receiving compensation:
> (a) ***negotiates or attempts to negotiate the listing, sale, purchase, exchange, lease, or other disposition of real estate or the improvements to the real estate***;
> (b) auctions or offers to auction real estate in accordance with Section 40-6-250;
> (c) ***for a fee or valuable consideration solicits a referral;***
> (d) ***offers services as a real estate consultant, counselor, or transaction manager***;
> (e) offers to act as a subagent of a real estate brokerage firm representing a client in a real estate transaction; or
> (f) ***advertises or otherwise represents to the public as being engaged in any of the foregoing activities***.
>
> (emphasis added by Defendants).

Notably, an "associated licensee" is defined as "a licensee affiliated with and under the supervision of a broker-in-charge or property manager in charge." S.C. Code § 40-57-30(2) A "licensee" is defined as "an individual currently licensed under this chapter." S.C. Code § 40-57-30(14). And, an "agent" is defined as "one authorized and empowered by a written agency agreement to perform

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actions for a client. A real estate brokerage firm is the agent of a buyer, seller ... and the real estate brokerage firm's "associated licensees" are its subagents." S.C. Code § 40-57-30(1). In summary, someone, an individual, must have a real estate license in order to receive a commission in connection with the sale of a real property.

In *Roberts v. Gaskins*, 327 SC 478, 486 S.E.2d 771 (Ct. App. 1997), the South Carolina Court of Appeals stated that:

> It is generally recognized that a broker 'negotiates' within the meaning of the licensing statutes ***just as much when he brings the parties together in such a frame of mind that they can by themselves evolve a plan*** of procedure as when he carries on the discussion and personally induces an agreement to accept a specific provision. *Roberts* at 488.

The *Roberts* Court went on to add that:

> We, therefore, conclude that a business broker unlicensed as a real estate broker may enforce a commission contractually earned on the sale of the personal property of a business, irrespective of the form of sale, even though the sale may include real estate; provided, of course, **no commission can be based either directly or indirectly on the value of the real property involved**. *Roberts* at 490.

The allegations of the Plaintiff make it clear that the Plaintiff's actions (or, at best, the actions of the member/agent of Plaintiff) fit squarely within the statutory definition of a real estate Broker, because the Plaintiff has alleged in its Amended Complaint that it introduced the potential buyer and the potential seller, i.e. bringing the parties together in a frame of mind that they could themselves evolve a plan.

As a practical matter, companies, corporations and/or limited liability companies can only act, or take action, by and through people/individuals (i.e. individual members, individual officers, individual employees, individual agents, etc...). Even if we were to take the allegations of Plaintiff to be true ... i.e. that the Plaintiff is simply a limited liability company and is not required to hold a real estate license, the actions of a limited liability company can only be accomplished through

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individuals. In other words, some person / individual has to act on behalf of the limited liability company for the limited liability company to take action. In the case at hand, as it relates to the illegal "Finder's Fee Contract," a person/individual would have to locate, or "find," real property owned by potential sellers to present to potential buyers in order to earn a "Fee." A limited liability company cannot "schedule a call" or "introduce people to one another" – those actions can only be taken by an individual person who completes the specific task.

In this case, we have to look no further than the emails attached as Exhibit B to Plaintiff's Amended Complaint to see that Nathan Johns (who signed the illegal "Finder's Fee Contract" on behalf of Plaintiff) is the person/individual taking actions / acting on behalf of the limited liability company by providing various properties and information relating to real property. We can also examine the Affidavit of Nathan Johns to see that **he admits** to practicing real estate in South Carolina:

¶ 22	"...I sent Buras a list of properties to consider as shown in Exhibit 1."
¶ 24	"I identified Trishann Couvillion ("Couvillion") of Pecan Grove Digs LLC ("Pecan Grove") in Asheville, North Carolina as a potential seller of a mobile home park located in Cordova, South Carolina, and notified Buras by email on February 21, 2024.
¶ 25	"...I scheduled a telephone call with Couvillion to introduce her to Buras."
¶ 26	"On February 26, 2024, Buras requested and I provided Couvillion's email address."

In summary, the Plaintiff's own admissions in its Amended Complaint demonstrate that Nathan Johns was practicing real estate and the Affidavit of Nathan Johns eliminates all doubt as to whether or not Nathan Johns' actions rise to the level of serving as a broker in South Carolina.

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The South Carolina legislature enacted S.C. Code § 40-57-5 through § 40-57-810 to "regulate the real estate industry so as to protect the public's interest when involved in real estate transactions." S.C. Code § 40-57-10.

S.C. Code § 40-57-20 provides

> **It is unlawful for an individual to act as a real estate broker, real estate salesperson, or real estate property manager or to advertise or provide services as such without an active, valid license issued by the commission.** (emphasis added by Defendants)

S.C. Code § 40-57-780, states that:

> A real estate broker, salesperson, or property manager who fails to renew *or register a license and continues to engage in the business permitted pursuant to the license* is guilty of a misdemeanor and, upon conviction, must be fined not more than five hundred dollars or imprisoned not more than six months, or both.

To further drive home the point of the unlawful practice of real estate, S.C. Code § 40-57-710(A)(1)-(29) states in, relevant part, that the Real Estate Commission can deny a license to an applicant licensure if the applicant takes certain actions without a license:

> (A) In addition to Section 40-1-110, the commission may deny issuance of a license to an applicant or may take disciplinary action against a licensee who:
> (12) pays a commission or compensation to an unlicensed individual for activities requiring a license under this chapter. Notwithstanding this section, a licensee *may not pay or offer to pay a referral fee or finder's fee to an unlicensed individual who is not a party in the real estate sales or rental transaction;*
> (21) *violates a provision of this chapter or a regulation promulgated under this chapter;*
> (22) violates a rule or order of the commission.
>
> S.C. Code § 40-57-710(A)(12), (21) and (22) (emphasis added).

Notably, S.C. Code § 40-57-135(B) defines the duties of brokers as the following:

> An associated licensee may not receive compensation from an activity requiring a real estate license from an entity or person other

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> than the one for which the license is issued. An associated licensee may form a business entity allowing the licensee's broker-in-charge or property manager-in-charge to pay fees or commissions to that entity *if the principals in that entity hold an active real estate license.*

The ***only*** **exception** to the licensure requirements relating to a "Finder's Fee" can be found in S.C. Code § 27-32-115 which states that:

> Notwithstanding another provision of law, a seller may pay a finder's fee to a person who is not licensed pursuant to Chapter 57 of Title 40 *and who owns an interest in the seller's vacation time sharing plan*. This section does not permit a person who receives the finder's fee to advertise or promote the time-sharing interest, show property, discuss terms and conditions of purchase, or otherwise participate in negotiations with regard to the time sharing interests, unless the person is a regular employee of the seller or properly licensed pursuant to Chapter 57 of Title 40. (emphasis added by Defendants)

The exception outlined above does not apply in this case because this case does not involve a vacation time sharing plan. The South Carolina Supreme Court has held that "when determining the effect of statutory language, the cannon of construction *expressio unius exclusio alterius*. . . holds that to express or include one thing implies the exclusion of another." *City of Rock Hill v. Harris*, 391 S.C. 149, 154 (S.C. 2011) (internal quotations omitted). In the present case, the licensing statute (S.C. Code § 57-40-5, et.seq.) clearly prohibits a "finder's fee" to an unlicensed broker since the only exception for a Finder's Fee is in connection with an owner of a vacation time sharing plan.

In continuing the analysis of the licensing statute (S.C. Code § 40-57-5, et.seq.), the Plaintiff has elected to ignore the definition of a Real Estate Brokerage Firm. A Real Estate Brokerage Firm "means a real estate company engaged in the business of real estate brokerage." S.C. Code § 40-57-30(24). Real Estate Brokerage is defined as "the aspect of the real estate business that involves activities relative to property management or a real estate sale, exchange,

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purchase, lease." S.C. Code § 40-57-30(23). As alleged in Plaintiff's Amended Complaint, the Plaintiff was involved in activities related to a real estate sale since the Plaintiff alleges that he/it introduced the sellers and buyers of real estate. Therefore, the Plaintiff meets the definition of a South Carolina Real Estate Brokerage Firm. A Real Estate Brokerage Firm must have a licensed Broker in Charge at every Real Estate Brokerage Firm. See S.C. Code § 40-57-135(A). A licensed broker in charge has significant duties and obligations for which he/she is responsible, as articulated in S.C. Code § 40-57-135 (approval of documents, record keeping, trust accounts, duties owed to buyers and sellers, right to claim a fee associated with a transaction, etc...). While the Real Estate Brokerage Firm may not hold the license, the Real Estate Brokerage firm is required to have a licensed Broker in Charge and any individual taking actions that fall within the definition of a broker must be licensed.

A Real Estate Brokerage Firm cannot allow an unlicensed employee to "negotiate or agree to compensation or commission including, but not limited to, commission splits, management fees, or referral fees on behalf of a licensee" OR "engage in an activity requiring a real estate license as required and defined by this chapter." S.C. Code § 40-57-135(K)(9) and (10). In other words, the Plaintiff was: (1) serving as a Real Estate Brokerage Firm without a licensed Broker In Charge, which is in direct contradiction of the Real Estate licensing statute and (2) it allowed Nathan Johns to engage in an activity, broker activities, that required a real estate license. In its simplest terms, the limited liability company may not hold the license; but, the Real Estate Brokerage Firm (i.e. the Plaintiff) is required to have a Broker in Charge to satisfy the statutory obligations to be a Real Estate Brokerage Firm. Otherwise, any limited liability company or corporation could avoid the licensure requirements in South Carolina. There is no "loophole" for a limited liability company, as suggested by the Plaintiff. The licensing statute makes it clear to all that **it is unlawful to**

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practice real estate as a broker, agent, salesperson, or property manager without obtaining the proper license from the South Carolina Real Estate Commission.

Since Nathan Johns was practicing real estate without a license, his activities were unlawful / illegal (see S.C. Code § 40-57-20). All of the Plaintiff's causes of action in this civil action are based on the actions of Nathan Johns' introduction / finding the seller and introducing the seller to a potential buyer. In other words, the Plaintiff participated in the unlawful activities of Nathan Johns' actions as an unlicensed Broker. The 7% fee is based entirely on the acts/actions of Nathan Johns performing as a broker. As a result of the Plaintiff's participation in Nathan Johns' unlawful activities of practicing real estate without a license from the South Carolina Real Estate Commission, the Plaintiff is barred from any recovery.

In South Carolina, **"it is a well founded principle of law that no person be permitted to acquire a right of action from their own unlawful act and one who participates in an unlawful act cannot recover damages for the consequences of that act. This rule applies at both law and in equity and whether the cause of action is in contract or tort."** *Jackson v. Bi-Lo Stores*, 313 S.C. 272, 276 (S.C. Ct. App. 1993) (citations, including internal citations, omitted). Emphasis added by Defendants.

II. South Carolina has a clear policy position for not enforcing finder's fees for unlicensed brokers.

a. Attorney General Opinions.

The South Carolina Office of the Attorney general has addressed the question of payment of 'finder's fees' twice in connection with this licensing issue of practicing real estate. In its first Opinion, from 1972, the South Carolina Attorney General's Office stated that:

> [Title 40, Chapter 57] defines "broker" in broad comprehensive language and . . . includes any person who engages in the business of charging an advance fee or contracting for collection of a fee in

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> connection with any contract whereby he undertakes primarily to promote the sale of real estate . . . or for referral of information concerning such real estate to brokers. . . .It appears to be clear that the applicable State Law [] includes a "finder" within the category of one who charges a fee for referral of information concerning real estate to brokers, *and makes this practice unlawful if conducted by an unlicensed person.* 1972 WL 20472 (S.C.A.G.) (emphasis added).

Almost 34 years later, the office of the South Carolina Attorney General was again asked to analyze a "finder's fee." In 2006, the Attorney General's office was asked the following question: "the legality of a developer of a residential community providing a nominal token gift to homebuyers upon their referral of new homebuyers who end up purchasing from that developer." The Attorney General's office concluded that a "nominal token gift" in the context of "bringing the prospective buyer and developer together" brought the actions within the licensing statute definition of a broker. The opinion clearly states that:

> [H]aving determined the referring homebuyer, as described in your letter, meets the statutory definition of a broker *by bringing the prospective buyer and developer together in exchange for valuable consideration*, we arrive at the same conclusion reached in our 1972 opinion. 2006 WL 1207279 (S.C.A.G.) (emphasis added).

In other words, if a developer cannot give a homeowner a token gift, a "finder's fee," for referring a potential homebuyer (i.e. bringing developer and potential homebuyer together to negotiate their own deal), because those actions fit within the definition of a broker, the payment of 7% commission of a purchase price of real property to an unlicensed person, or entity, most certainly fits within the definition of a broker and a license is required. Therefore, the Plaintiff's actions in this case are unlawful rendering the "Finder's Fee Contract" an illegal and unenforceable contract.

In 2023, the Attorney General addressing "online travel agencies," to which the Plaintiff points to as being authoritative. The 2023 Attorney General opinion provides no summary of what actions, if any, the online travel agencies were taking in connection with real property. Instead,

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the opinion attempts to analyze whether corporations are required to have a license from the South Carolina Real Estate Commission. The attorney general opinion overlooks the requirements associated with a Real Estate Brokerage Firm and the requirement of a broker in charge. However, the opinion is scant on details, in terms of what actions, if any, involve individuals. Based on the opinion, it appears that online travel agencies are simply online platforms used for booking reservations. Corporations and/or limited liability companies cannot take any specific actions without the individual employees, agents, etc...taking action (i.e. the people). In the 2023 opinion, there is nothing that suggests individuals were taking actions or "doing anything." The real estate licensing statute clearly delineates that individuals must hold a license from the South Carolina Real Estate Commission. Arguably, the most important language can be found towards the end of the opinion. In particular, the closing paragraph of the opinion states that:

> "OTAs, while not required to be licensed, may be engaging in activities **if performed by an individual** may subject them to the licensing requirements in Chapter 57." (emphasis by Defendants)

In other words, if there are individuals involved, the licensing statute would require licensure. In addition, footnote 1 of the 2023 opinion notes that:

> We are concerned about the role OTAs play, especially if the OTA is processing the transaction. But, as we stated previously, that role should be examined by a court that can hear all the evidence in support and against this assertion.

It is important to also recognize that the Attorney General's opinion did not examine, or address, the enforceability of the underlying transactions between those actually involved in the transaction. The 2023 Attorney General opinion is simply not relevant to the facts in this case since the 2023 opinion did not involve the purchase / sale of real property. 2023 WL 2358256 (S.C.A.G.).

In the case at hand, the Plaintiff has admitted to practicing real estate as a Real Estate Brokerage Firm and Nathan Johns has admitted to actions that rise to the level of a Broker ... both

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of which require a South Carolina Real Estate license from the South Carolina Real Estate Commission. All of the actions of Nathan Johns are attributable to Plaintiff and the Plaintiff participated in the unlawful acts of Nathan Johns (i.e. Nathan Johns was practicing real estate without a license). Therefore, the "Finder's Fee Contract" is an illegal and unenforceable contract.

b. **Statutory Interpretation.**

Statutes are to be construed as to effectuate the intent of the General Assembly. *Hodges v. Rainey*, 341 S.C. 79, 85 (2000). Further, the South Carolina Supreme Court stated that "[i]n the end however, we will reject any interpretation that would lead to a result so absurd that the General Assembly could not have intended it." *16 Jade St., LLC v. R. Design Constr. Co., LLC*, 398 S.C. 338, 343 (2012).

To highlight the oddity of the Plaintiff's argument, it is helpful to sample a few other chapters of Title 40 relating to the licensure of other professionals regulated by the LLR. As to Architects, S.C. Code 40-3-20 defines "Architect" as "an individual." As to dentists, S. C. Code 40-15-70 defines the practice of dentistry as "any *person* who..." As to pharmacists, S.C. Code 40-43-20 states that "it is unlawful for *an individual* to engage in the practice of pharmacy unless currently licensed pursuant to this chapter." (emphasis added). In other words, an individual is the person who holds the license to practice because the LLR must have the ability to regulate and discipline the individual license holder to hold individuals responsible (i.e. a broker in charge) if a Real Estate Brokerage Firm fails to adhere to the licensing statute. Under the Plaintiff's analysis, a foreign limited liability company law firm could keep an office in Indiana, prepare legal documents / filings to be used in South Carolina and avoid the licensing laws related to South Carolina attorneys by using this same argument: "it is a limited liability company and no license is required."

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Plaintiff seeks protection from the licensing statute by attempting to hide behind a foreign limited liability company to avoid the licensure requirements of S.C. Code 40-57-5 et seq. It is illogical to believe that a foreign limited liability company can engage in the practice of real estate, architecture, dentistry, pharmacy, law, etc... by arguing that the licensing statutes apply to "individuals" or "persons," and do not apply to foreign limited liability companies. Plaintiff's argument leads to such an absurd conclusion that the General Assembly could not possibly have intended to allow a foreign limited liability company to completely avoid licensure requirements and practice real estate in South Carolina. *See 16 Jade St., LLC* at 343. The real estate commission closed this perceived loophole by requiring Real Estate Brokerage Firms to have a broker in charge supervise and be responsible to answer to the Real Estate Commission. Nathan Johns' unlawful conduct of practicing real estate precludes the Plaintiff from any recovery, in contract or tort, as a result of Plaintiff's participation in the unlawful activities of Nathan Johns.

Conclusion

Plaintiff, and its Member, Nathan Johns, have admitted to conduct requiring licensure under S.C. Code § 40-57-5 *et seq*. Neither the Plaintiff, nor its Member, have a license from the South Carolina Real Estate Commission and the laws of South Carolina (both statutory and case law) specify that Plaintiff's conduct was unlawful / illegal. In addition, if this Court somehow looks beyond the unlawful acts of Plaintiff, the Intracorporate Conspiracy Doctrine precludes the Plaintiff from maintaining an action against all Defendants in this civil action. See *Cricket Cove Ventures, LLC v. Gilland*, 390 S.C. 312, 325–26, 701 S.E.2d 39, 46 (Ct. App. 2010) ("a corporation cannot conspire with its employees, and its employees, *when acting in the scope of their employment,* cannot conspire among themselves.")

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As a result of the Plaintiff's unlawful / illegal practicing of real estate without a South Carolina license and/or Plaintiff's participation in the illegal practice of real estate with Nathan Johns (the member of the Plaintiff), all of Plaintiff's causes of action fail, as a matter of law. All of the Plaintiff's causes of action in its Amended Complaint should be dismissed pursuant to South Carolina Rule of Civil Procedure 12(b)(6) or, in the alternative, for an Order granting Judgment on the Pleadings in favor of Defendants pursuant to SCRCP Rule 12(c) and/or in the alternative, that Defendants' Motion for Summary Judgment be granted due to the unlawful acts of Plaintiff. And, the Plaintiff's Motion for Summary Judgment should be summarily denied because of Plaintiff's unlawful activities as more particularly set forth in this memorandum.[6]

Respectfully submitted,

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August 28, 2024

[6] If the Plaintiff's Causes of Action survive the Defendants' Motion to Dismiss and/or the Defendants' Motion for Summary Judgment, the Defendants maintain that the Defendants had already located the subject property and plaintiff failed to honor the terms of their agreement in that the property that is the subject matter of this lawsuit was being publicly marketed on Facebook Marketplace. Properties that were being publicly marketed were not supposed to be presented. See Defendants' Affidavits filed in this civil action.

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STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

The Defendants implore the Court to violate the cardinal rule of statutory interpretation.

The cardinal rule of statutory interpretation is to ascertain the intent of the legislature. *State v. Scott*, 351 S.C. 584, 588, 571 S.E.2d 700, 702 (2002). The legislature's intent should be ascertained primarily from the plain language of the statute. *State v. Landis*, 362 S.C. 97, 606 S.E.2d 503 (Ct.App.2004). Put differently, "[w]hat a legislature says in the text of the statute is considered the best evidence of the legislative intent or will." *S.C. Dep't of Soc. Servs. V. Boulware*, 422 S.C. 1, 8, 809 S.E.2d 223, 226 (2018).

If a statute's language is unambiguous and clear, there is no need to employ the rules of statutory construction and the Court has no right to look for or impose another meaning. *Tilley v. Pacesetter Corp.*, 355 S.C. 361, 585 S.E.2d 292 (2003). When the terms of a statute are clear, the court must apply those terms according to their literal meaning. *Patterson v. State*, 359 S.C. 115, 597 S.E.2d 150 (2004). The Court may "not resort to forced construction that would limit or expand the statute." *State v Johnson*, 396 S.C. 182, 188, 720 S.E.2d 516, 520 (Ct. App. 2011).

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The policy and purpose of Title 40, "Professions and Occupations," is to "protect the public." S.C. Code Ann. Section 40-1-40(a). While "the public" is not a statutorily-defined term, throughout Title 40, "person" is defined to mean "an individual, partnership, or corporation." S.C. Code Ann. Section 40-1-20(8). Wherever used in Title 40, "individual," then, is not inclusive of partnerships or corporations. In "Title 40," the term "individual" refers to a singular human being.

S.C. Code Ann. Section 40-57-10 *et seq.* addresses the licensure and conduct of "individuals." *See e.g.* S.C. Code Ann. Section 40-57-20 ("It is unlawful for an individual to act as a real estate broker, real estate salesman, or real estate property manager or to advertise as such without a valid license issued by the department.").

In each definition in S.C. Code Ann. 40-57-30 connected with human beings engaged in the practice of real estate ("associate," "broker," "broker-in-charge," etc.), each such definition refers either directly to "an individual" or to the statutory definition for "licensee." "A licensee means an individual currently licensed under this chapter." S.C. Code Ann. Section. 40-57-30(23). The Defendants cannot argue in good faith that in defining these roles the Legislature overlooked the distinction between persons and individuals it created in S.C. Code Ann. Section 40-1-20(8); after all, the Legislature saw fit to include this term "person" five times in the definitions contained in S.C. Code Ann. Section 40-57-30.

Thus, given that "individuals" are not coterminous with "persons" in Title 40, and given further that S.C. Code Ann. Section 40-57-10 et. seq. addresses "individuals" rather than "persons," the plain language of the chapter requires one to conclude that it applies only to individuals. Put differently, a plain language reading obliges one to conclude that the Legislature intended to exempt limited liability companies from the licensing requirements set forth in S.C.

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Code Ann. Section 40-57-10 *et seq.* If the legislature had intended a different result in the statute, "it would have said so." *See City of Hardeeville v. Jasper Cty.*, 2024 WL 3434583 (July 17, 2024).

The Plaintiff is not an individual.

The Plaintiff is a limited liability company.

Therefore, S.C. Code Ann. Section 40-57-10 *et seq.* does not apply to the Plaintiff.

The reading of S.C. Code Ann. Section 40-57-10 *et seq.* urged by the Defendants neither comports with the plain language of the title, nor does it advance the purpose of the title. Instead, this reading of South Carolina law serves only to assist the Defendants in their ongoing attempts to evade their contractual obligations. The Defendants, who despite the evidence, claim that they do not transact business in South Carolina, are not entitled to the Court's protection.

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STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**PLAINTIFF'S SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

The Defendants press several arguments as to why the Finder's Fee Contract is illegal and cannot be enforced by the Plaintiff in this action. As now-Supreme Court Justice Hill noted in *Simmons v. Benson Hyundai, LLC*, 438 S.C.1, 881 S.E.2d 646 (Ct. App. 2022), however, "We do not need to test all these angles, for this [case] may be decided on a straighter plane." This Court may dispense with the Defendants arguments on enforceability, and therefore return to the matter of the Defendants' unethical and oppressive conduct, because South Carolina's real estate licensing regime does not apply to the out-of-state activities of limited liability companies.

S.C. Code Ann. Section 40-1-20(3) provides

> "Board" or "Commission" means the group of individuals charged by law with the responsibility of licensing or otherwise regulating an occupation or profession *within this State*. . .

S.C. Code Ann. Section 40-1-200 provides

> A person who practices or offers to practice a regulated profession or occupation *in this State* in violation of this article or who knowingly submits false information for the purpose of obtaining a license is guilty of a misdemeanor and, upon conviction, must be imprisoned not more than one year or fined not more than fifty thousand dollars.

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S.C. Code Ann. Section 40-57-30(7) provides

> "Commission" means the South Carolina Real Estate Commission and its members, who are charged by law with the responsibility of licensing or otherwise regulating the practice of real estate *in the State of South Carolina.*

South Carolina rules of construction provide that statutes must not be read to operate outside the state's borders. *Carolina Trucks & Equipment, Inc. v. Volvo Trucks of North America, Inc.*, 492 F.3d 484, 489 (4th Cir. 2007). The South Carolina Supreme Court has written repeatedly that South Carolina statutes "have no extraterritorial effect," because "the general rule is that no state or nation can, by its laws directly affect, bind, or operate upon property or persons beyond its territorial jurisdiction." *Id.* (*quoting Ex Parte First Pa. Banking & Trust Co.*, 247 S.C. 506, 148 S.E.2d 373 (1966) (internal citation omitted).

It is undisputed that the Plaintiff is a limited liability company organized under the laws of the State of Wyoming and maintaining its sole place of business in the State of Indiana. It is further undisputed that the Plaintiff's activities with regards to the Finder's Fee Contract at issue in this case occurred in the State of Indiana. There has been no suggestion that the Plaintiff's member has ever set foot in South Carolina. Given these undisputed facts, and given further the General Assembly's plain intent to restrict its real estate licensing regime to individuals, the Plaintiff cannot be deemed to be subject to the real estate licensing regime set forth in S.C. Code Ann. Section 40-57-10 et seq. *See Oakmine v. Linecare Inc.*, 2013 WL 3549848 (noting that singular language used in Title 40 of the South Carolina Code reveals that licensing requirements apply only to individual persons).

Other jurisdictions have reached the same conclusion when faced with similar fact patterns. In *Consul Ltd. v. Solide Enterprises, Inc.*, 822 F.2d 1143 (9th Cir. 1986), the Ninth Circuit Court of Appeals reversed the dismissal of an unlicensed North Carolina corporation's

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action against an Algerian citizen and a group of corporations which owned and operated a property for commission in California. In reversing the lower court, the Court observed,

> All relevant authority suggests that licensing schemes like California's do not apply to out-of-state activities regarding in-state land. Many courts have found real estate licensing statutes inapplicable to transactions in which brokers performed all of the regulated functions outside the state in which they were not licensed. Some of these courts rely on choice-of-law principles and refuse to apply the law of the state where the broker has no license, but has done little or no work. Others rely on the substantive ground that the licensing statutes do not apply to out-of-state activities. This is true even if the land is located in the forum state. The latter group of cases find no interference with the public policy of the state in which the broker is not licensed in allowing recovery for services performed out of state, and have noted that the language "in this state" demonstrates that licensing statutes were "not intended to reach persons who render brokerage services outside" the state in question.

Id. at 1150 (internal citations omitted).

As in California, South Carolina's use of the language "in this state" demonstrates that South Carolina's licensing statutes were "not intended to reach persons who render brokerage services outside" of the State of South Carolina.

Based upon the foregoing, the Defendants' motions should be denied and the Court should grant summary judgment in favor of the Plaintiff.

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ELECTRONICALLY FILED - 2024 Oct 17 4:52 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**PLAINTIFF'S SECOND SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

This matter came before the Court on September 5, 2024, via virtual courtroom for a hearing on Defendants' motion for protective order and to quash, Defendants' motion to dismiss and for judgment on the pleadings, Plaintiff's motion for summary judgment, and Defendants' motion for summary judgment. J. Gregory Studemeyer appeared on behalf of the Plaintiff and Joey R. Floyd appeared on behalf of the Defendants. At that time, the Court determined that the threshold matter to be decided was whether South Carolina's real estate licensing laws applied to the Plaintiff.

On October 4, 2024, the Court advised counsel by email that it concluded that they did. Thereafter, the Court sought to schedule a WebEx meeting with counsel to discuss the necessity of further rulings.

This matter came before the Court on October 17, 2024, for that purpose. During the course of the meeting, counsel for the Plaintiff indicated that he had a motion to alter or amend ready for filing upon the issuance of an order. At counsel's suggestion, the Court agreed to

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consider counsel's arguments submitted in the form of a memorandum. The Plaintiff submits this second supplemental memorandum for that purpose.

This Court has interpreted South Carolina's real estate licensing scheme to deprive the Plaintiff, a Wyoming limited liability company which conducts all of its business in Indiana, of any recovery for breach of contract by the Defendants, Florida-based investors operating a Texas limited liability company. In doing so, this Court has violated South Carolina's rules of statutory construction, which forbid giving the state's laws extraterritorial reach.[1] This Court further misconstrued South Carolina's real estate licensing statutes, which restrict their application to transactions *in this State*.[2]

This Court's ruling also conflicts with the Commerce Clause (U.S. Consti. Art.1, § 8, cl.3) and is at odds with relevant out-of-state authority holding that licensing schemes do not apply to out-of-state activities.[3]

I. TERRITORIAL JURISDICTION

S.C. Code Ann. Section 1-1-10 provides:

> The sovereignty and jurisdiction of this State extends to all places within its bounds . . .

The State's extraterritorial jurisdiction extends only to those who have performed acts "intended to produce and producing detrimental effects within" our boundaries. *State v. Dudley*,

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[1] South Carolina's rules of construction provide that statutes must not be read to operate outside the state's borders. The South Carolina Supreme Court has written repeatedly that South Carolina statutes "have no extraterritorial effect" because "the general rule is that no State or nation can, by its laws, directly affect, bind, or operate upon property or persons beyond its territorial jurisdiction." *See e.g. Robertson v. Bumper Man Franchising Co., Inc.*, 364 S.C. 155, 617 S.E.2d 451, 452 (2005).

[2] For purposes of this chapter:
(7) "Commission" means the South Carolina Real Estate Commission and its members, who are charged by law with the responsibility of licensing or otherwise regulating the practice of real estate *in the State of South Carolina.*

[3] See e.g. *AFC Realty Capital, Inc. v. Dale*, 2022 WL 2193377 (2022).

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364 S.C. 578, 582, 614 S.E.2d 623, 626 (2005) (quoting *Strassheim v. Daily*, 221 U.S. 280, 31 S.Ct. 558, 55 L.Ed 735 (1911).

In *Dudley*, a Georgia resident, was arrested in Georgia by South Carolina authorities, indicted for trafficking and conspiracy to traffic cocaine in Anderson County, convicted, and received concurrent twenty-five year sentences. *Id.* at 581, 614, S.E.2d at 624. Dudley sold cocaine to two drug dealers from Virginia in Georgia, and the dealers were subsequently arrested in Anderson County while driving back to Virginia with the drugs. *Id.*

The Court of Appeals vacated Dudley's convictions on the grounds that South Carolina lacked extraterritorial jurisdiction. *Id.* at 581, 614 S.E.2d at 624. Finding no evidence that Dudley intended a detrimental effect in South Carolina by selling drugs in Georgia to Virgina-based drug dealers, the South Carolina Supreme Court affirmed the Court of Appeals, explaining that the State's extraterritorial jurisdiction extends only to those who have performed acts "intended to produce and producing detrimental effects within" our boundaries. *Id.* at 582, 614 S.E.2d at 626.

If the State of South Carolina has no jurisdiction over an out-of-state resident who sold cocaine to out-of-state drug dealers, then neither the South Carolina Real Estate Commission nor this Court can enforce the laws of this State against a resident of Indiana who never set foot in South Carolina in performing his contract with Florida-based investors.[4]

In *Robertson v. Bumper Man Franchising Co., Inc.*, 364 S.C. 155, 612 S.E.2d 451 (2005), the South Carolina Supreme Court was asked to determine if the South Carolina Business Opportunity Sales Act (S.C. Code Ann. Sections 39-57-10 *et seq.*) applied to a contract between a

[4] Notwithstanding the Plaintiff's concession that it was not licensed in South Carolina, the Defendants found it necessary to submit an affidavit in support of their motion for summary judgment from the Real Estate Commission to confirm that neither the Plaintiff nor its member were licensed. Nonetheless, the affidavit did not suggest that the Plaintiff's activities performed in Indiana in any way contravened the laws of the State of South Carolina.

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business located in Texas and a Texas resident, and performed in Texas and Washington, when the Texas resident moved to South Carolina. In giving the matter short shrift, the Supreme Court stated:

> It is unnecessary to conduct any in-depth analysis in order to conclude that the answer to this question is "no." *E.g., Ex parte First Pennsylvania Banking and Trust Co.*, 247 S.C. 506, 148 S.E.2d 373 (1966) (state statutes have no extraterritorial effect).

Id.

In *Doctors Hosp. of Augusta, L.L.C. v. CompTrust AGC Workers' Compensation Trust Fund*, 371 S.C. 5, 636 S.E.2d 862 (2006), the South Carolina Supreme Court was asked to determine if the South Carolina Workers' Compensation Commission had jurisdiction to review a fee dispute between an insurance carrier and an out of state medical provider, who performed medical services outside of South Carolina relating to a workplace injury that occurred in South Carolina. In answering "no," the Court relied upon its prior holding in *Ex parte First Pa. Banking & Trust Co., supra* holding that "[w]ith such exceptions which are without significance here, the jurisdiction of a state is restricted to its own territorial limits."

II. THE COMMERCE CLAUSE

South Carolina has no statute prohibiting the payment of a finder's fee by an out-of-state purchaser to an out-of-state finder who performs all of his activities out-of-state. Even if such a statute existed, it would violate the Commerce Clause.

The Commerce Clause states: "The Congress shall have Power . . . To regulate Commerce . . . among the several States . . . " U.S. Const., Art. I, Section 8, cl. 3. This Court long has recognized that this affirmative grant of authority to Congress also encompasses an implicit or "dormant" limitation on the authority of the States to enact legislation affecting interstate commerce. *Healy v. Beer Institute, Inc.*, 491 U.S. 324, 109 S.Ct. 2491, 105 L.Ed.2d 275, 57 USLW

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(1989) n.1 (quoting *Hughes v. Oklahoma*, 441 U.S. 322, 326, and n. 2, 99 S.Ct. 1727, 1731, and n. 2, 60 L.Ed.2d 250 (1979); *H.P. Hood & Sons, Inc. v. Du Mond*, 336 U.S. 525, 534-535, 69 S.Ct. 657, 663-664, 93 L.Ed. 865 (1949).

"The Commerce Clause . . . precludes the application of a state statute to commerce that takes place wholly outside of the State's borders, whether or not the commerce has effects within the State." *Healy*, (quoting *Edgar v. MITE Corp.*, 457 U.S. 624, 642-643, 102 S.Ct. 2629, 2640-2641, 73 L.Ed.2d 269 (1982) (plurality opinion).

Pursuant to the Commerce Clause, state legislation is unconstitutional where the projection of extraterritorial "'practical effect[s],'" regardless of the statute's intention, "'exceed[s] the inherent limits of the State's power.'" *Healy*, n. 9 (quoting *Shaffer v. Heitner*, 433 U.S. 186, 197, 97 S.Ct. 2569, 2576, 53 L.Ed.2d 683 (1977).

III. ISOLATED INTERSTATE REAL ESTATE TRANSACTIONS

In *Keenan Co. v. Pamlico, Inc.*, 245 Ga. 842, 268 S.E.2d 334 (1980), the Keenan Company and Bob Russell Realty, Inc. of Columbia, South Carolina filed suit in Bibb Superior Court against Pamlico, Inc, a Georgia corporation, seeking recovery of a $1,110,000 real estate commission upon a sale involving some 22,000 acres of Pamlico's land located in North Carolina. Pamlico asserted that Keenan and Russell were barred from filing suit in a Georgia court because they did not have Georgia real estate licenses. *Id.* The trial court granted Pamlico's motion for summary judgment and the Court of Appeals affirmed. *Id.*

The Supreme Court of Georgia reversed, holding that Keenan and Russell were not barred from access to the courts of Georgia on the basis of their not having Georgia real estate licenses,

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when their sole contacts with the state of Georgia had been in furtherance of an isolated interstate real estate sales transaction.

Likewise, in *Bennett v. MV Investors*, 799 S.W.2d 221 (1990), citing cases from Arizona, New Mexico, Florida, and Georgia, the Court of Appeals of Tennessee reversed the entry of summary judgment against a South Carolina plaintiff finding that notwithstanding his lack of a Tennessee real estate license, he was not barred from maintaining an action for a commission where all of his activities took place in the state of South Carolina.

In a more recent case, the United States District Court for the Eastern District of California recognized the Defendants' 'unlicensed broker' defense for what it was – an "attempt to skirt its payment obligation under the Agreement."[5] *AFC Realty Capital, Inc. v. Dale*, 2022 WL 2193377. The Court granted summary judgment in favor of a New York citizen against two California citizens and their businesses for a commission on a real estate transaction involving property in California, notwithstanding the fact that the Plaintiff was not licensed as a real estate broker in California. *Id.* The Court in *AFC Realty* relied upon *Consul Ltd. v. Solide Enterprises, Inc.*, 802 F.2d 1143 (9th Cir. 1986) for the proposition that "all relevant authority suggests that licensing schemes like California's do not apply to out-of-state activities regarding in-state land." *Id.*

In an even more recent case, the United States District Court for the District of Colorado determined in *Freedom Factory, LLC v. Smee Homes, Inc.*, 2024 WL 3252153 (2024) that the long arm of California's real estate regulatory scheme does not extend to activities conducted solely outside of the state, "particularly to void otherwise valid contracts."

[5] The South Carolia Court of Appeals rejected a similar "unlicensed contractor" defense in *Miller Construction Company, LLC v. PC Construction of Greenwood*, 418 S.C. 186, 203, 791 S.E.2d 321, 331 (2016).

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Like the plaintiffs in *Keenan, Bennett, AFC Realty, Consul, and Freedom Factory*, it is undisputed that all of the Plaintiff's activities were conducted in the State of Indiana. Having never engaged in the real estate business *in* South Carolina, the long arm of the South Carolina Real Estate Commission could not and did not extend to the State of Indiana.

CONCLUSION

Without any statute or case on point, the out-of-state Defendants argue what the law in South Carolina *ought to be*. The people of South Carolina, through their elected representatives, set the state's policy. *Wilson ex rel. State v. City of Columbia*, 434 S.C. 206, 863 S.E.2d 456 (2021).

Based upon the foregoing, the Court should either deny all motions to allow further development of the facts, or deny the Defendants' motions, and enter summary judgment in favor of the Plaintiff.

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ELECTRONICALLY FILED - 2024 Oct 21 4:57 PM - ORANGEBURG - COMMON PLEAS - CASE#2024CP3800733

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	)	Civil Action No. 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J & B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**DEFENDANTS' SUPPLEMENTAL MEMORANDUM IN RESPONSE TO PLAINTIFF'S SECOND SUPPLEMENTAL MEMORANDUM (DATED 10/17/24)**

This Memorandum is intended to address the Plaintiff's Second Supplemental Memorandum in Opposition to Defendants' Motion for Summary Judgment. As a preliminary matter, the Defendants incorporate their prior arguments by reference into this memorandum. The Plaintiff's most recent arguments lack any directly applicable or binding application to the facts of this case. Moreover, the Plaintiff's arguments disregard the simple fact that Plaintiff is attempting to avail itself of South Carolina courts in relation to the sale of South Carolina land while stating it does not have to comply with South Carolina law.

FACTUAL BACKGROUND

The undisputed facts in this civil action are that the Plaintiff is seeking a commission (a finder's fee) in connection with a real estate transaction involving real property in the state of South Carolina. The Plaintiff filed this civil action in South Carolina (Orangeburg County) seeking a remedy in South Carolina, from South Carolina's Court. In other words, the Plaintiff has asked South Carolina's Courts to provide it with a remedy – the Plaintiff is therefore obligated to comply with all laws in South Carolina.

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The Plaintiff and its Member, Nathan Johns, are not licensed by the South Carolina Real Estate Commission (the South Carolina Department of Labor, Licensing and Regulation). Therefore, the Finder's Fee Contract is an illegal contract, which cannot be enforced by the Plaintiff in this civil action. All of the Plaintiff's causes of action fail, as a matter of law, and should be summarily dismissed.

RESPONSES TO PLAINTIFF'S NEW ARGUMENTS

I. Territorial Jurisdiction Argument

The Plaintiff cites to S.C. Code Ann. § 1-1-10, which establishes the territory of South Carolina. The Plaintiff fails to acknowledge that the land which this suit is about, located within Orangeburg County, South Carolina, falls within the territory of South Carolina. The Plaintiff has also chosen to ignore the inconvenient fact that the Plaintiff filed this lawsuit in South Carolina. The Plaintiff is seeking assistance from the Courts of South Carolina to apply South Carolina law to provide the Plaintiff with remedies based on South Carolina law.

The Plaintiff argues that this Court should completely disregard the real estate licensing laws. In other words, the Plaintiff is asking this Court to apply the laws that are favorable to the Plaintiff and ignore those laws that defeat Plaintiff's claims. "The general principle that one who voluntarily proceeds under a statute and claims benefits thereby conferred will not be heard to question its constitutionality to avoid its burdens, is conceded, and its soundness is not questioned. . .The corporation may accept the privilege with the conditions imposed, or not at all; but it will not be allowed to accept the privileges and reject the conditions." *S.C. W. Ry. v. Ellen*, 95 S.C. 68, 78, 78 S.E. 963, 967 (1913). The Plaintiff has also elected to ignore how the legislature has made specific provisions for nonresident licensees brokering a sale of South Carolina real estate are to be regulated. See S.C. Code § 40-57-120.

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In spite of the legislature's clear intention of regulating real estate activities, the Plaintiff maintains that its illegal / unlawful acts should be condoned by this Court. Under the Plaintiff's theory (a wrong interpretation of the licensing statute), a person could (1) start a North Carolina limited liability company, (2) open an office in Charlotte, North Carolina and (3) practice real estate in South Carolina with callous indifference to the real estate licensing laws, as long as they did not step foot in South Carolina. The Plaintiff compares itself to a drug dealer to make this argument, citing a case where non-South Carolina criminals completed a non-South Carolina drug sale with the understanding that the drugs would harm those in South Carolina. Our Supreme Court found that there was no evidence of an intended detrimental effect in South Carolina and thus determined that the jurisdiction of our State courts did not extend to the defendants. *See State v. Dudley*, 364 S.C. 578, 582, 614 S.E.2d 623, 626 (2005). What the Plaintiff fails to acknowledge is that the Court specifically found that "a defendant need not be physically present in the State to commit a criminal offense here . . . ." *Id.*

In attempting to apply *Dudley* in this case, the Plaintiff overlooks one glaring key point ... the Plaintiff was practicing real estate in South Carolina because the property at issue in this lawsuit was in South Carolina. Applying the logic of *Dudley*, the Plaintiff did not have to be "physically present in the State in order to" violate the State's licensing laws concerning the sale of its own territory, *i.e.* its real estate. As a matter of law, in South Carolina, you cannot violate South Carolina law and then try to use a South Carolina court to pursue a judgment. In South Carolina, "it is a well founded principle of law that no person be permitted to acquire a right of action from their own unlawful act and one who participates in an unlawful act cannot recover damages for the consequences of that act. This rule applies at both law and in equity and whether the cause of action is in contract or tort." *Jackson v. Bi-Lo Stores*, 313 S.C. 272, 276 (S.C. Ct. App. 1993)

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(citations, including internal citations, omitted). Emphasis added by Defendants. This Court has territorial jurisdiction over its own land and it has territorial jurisdiction over this case, regardless of whether the Plaintiff was physically in this State when it violated this State's law.[1]

II. Commerce Clause Argument

The Plaintiff states that "there is no statute prohibiting the payment of a finder's fee by an out of state purchaser to an out of state finder who performs all of his activities out of state." This statement by Plaintiff is not true. S.C. Code § 40-57-710(12) expressly states: "Notwithstanding this section, a licensee may not pay or offer to pay a referral fee or finder's fee to an unlicensed individual who is not a party in the real estate sales or rental transaction." Additionally, the actual purchaser (the titleholder) of the property at issue in this civil action was a South Carolina limited liability company. The United States Supreme Court has long held that "[i]t is now settled that States 'have power to legislate against what are found to be injurious practices in their internal commercial and business affairs, so long as their laws do not run afoul of some specific federal constitutional prohibition, or of some valid federal law." See *Ferguson v. Skrupa*, 372 U.S. 726, 730–31, 83 S. Ct. 1028, 1031, 10 L. Ed. 2d 93 (1963). In other words, States have the right to regulate professional licensing.

Plaintiff has not pointed to a single authority suggesting that the federal government has preempted South Carolina's right to regulate the sale of its own land. Indeed, not only does the Commerce Clause not prevent South Carolina from regulating the sale of real estate, the federal

[1] The Plaintiff's citations to two other cases are so inapposite they do not merit argument. However, in reference to the Texas case, there is no comparable fact pattern: here the contract concerns a South Carolina real estate transaction; there was no South Carolina property at issue as described in the District Court's certified question. *See Robertson v. Bumper Man Franchising Co.*, 364 S.C. 155, 156, 612 S.E.2d 451, 452 (2005) (describing a contract made outside of South Carolina concerning a "method of repairing automobile bumpers"). Similarly, the worker's compensation case concerns medical services provided outside the state of South Carolina and the issue of personal jurisdiction. Again, this is not comparable to the facts at hand, because the Plaintiff *chose to broker the sale of South Carolina land and file in a South Carolina court. See Drs. Hosp. of Augusta, L.L.C. v. CompTrust AGC Workers' Comp. Tr. Fund*, 371 S.C. 5, 7, 636 S.E.2d 862, 863 (2006) (Georgia hospital treated patient in Georgia).

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courts have recognized that matters pertaining to South Carolina real estate constitute an important state interest where the federal courts should be reticent to invoke any jurisdiction. *See Dennis v. HSBC Mortg. Servs., Inc., No. CA 0:10-2693-MJP-PJG, 2011 WL 3876916, at *3 (D.S.C. Aug. 11, 2011), report and recommendation adopted, No. CA 0:10-2693-MBS, 2011 WL 3876909 (D.S.C. Aug. 31, 2011)* (citing *Shaffer v. Heitner*, 433 U.S. 186, 207–208, 97 S.Ct. 2569 (1977)) (recognizing that states have a strong interest in being the forum for adjudicating disputes related to property within the borders of the state).[2]

In South Carolina, there is an entire statutory framework (S.C. Code §§ 40-57-5, *et seq.*, real estate licensing law) that expressly prohibits the payment of a "finder's fee." The licensing law statute specifically states that one must be licensed in order to charge a fee and that paying a fee to someone who is not properly licensed can be the basis for denying a license to an applicant. *See* S.C. Code § 40-57-135 (regarding Broker In Charge obligations) and S.C. Code § 40-57-710(A)(12) (regarding the basis for denying a license to an applicant for paying a commission to someone without a license). No Court in South Carolina or elsewhere has found this framework preempted by the Commerce Clause.

[2] Plaintiff mentions *Shaffer* as well, but wholly misses the point of the case, which does not mention the commerce clause a single time. In *Shaffer*, Delaware tried to assert jurisdiction over out-of-state matters through *quasi in rem* jurisdiction over a single share in a corporation. The Supreme Court found that this was insufficient to meet the due process requirements that pertain to an *in personam* analysis for personal jurisdiction under *International Shoe* and related precedent. That analysis is wholly inapposite here, as the Plaintiff surrendered the issue of personal jurisdiction when filing this suit in this Court. Moreover, in assessing whether *in rem* jurisdiction may arise, the court cited prior precedent which states, "'in virtue of the State's jurisdiction over the property of the non-resident situated within its limits,' the state courts 'can inquire into that non-resident's obligations to its own citizens . . . to the extent necessary to control the disposition of the property.'" *Shaffer v. Heitner*, 433 U.S. 186, 197, 97 S. Ct. 2569, 2576 (1977). Further, the Court opined, "For example, when claims to the property itself are the source of the underlying controversy between the plaintiff and the defendant, it would be unusual for the State where the property is located not to have jurisdiction." *Id.* at 207–08, The Court's recognition of a State's rights in relation to its own land is why it was cited by the District of South Carolina in declining jurisdiction over state real estate matters, thus showing exactly the opposite of what the Plaintiff is arguing—i.e., the federal government does not use the Commerce Clause to regulate the sale of state land transactions, but intentionally stays out of that area.

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Additionally, in *Roberts v. Gaskins*, 327 SC 478, 486 S.E.2d 771 (Ct. App. 1997), our Courts have stated, in no uncertain terms, that a license is required if commission is to be earned relating to the value of the property.

> We, therefore, conclude that a business broker unlicensed as a real estate broker may enforce a commission contractually earned on the sale of the personal property of a business, irrespective of the form of sale, even though the sale may include real estate; provided, of course, **no commission can be based either directly or indirectly on the value of the real property involved**. *Roberts* at 490.

The existing statutes and existing case law expressly bar the payment of a commission or finder's fee to someone without a South Carolina real estate license. The Commerce Clause does not allow the Plaintiff to evade the law of the state where he filed this suit.

III. Isolated Interstate Real Estate Transactions.

Oddly enough, the Plaintiff's entire third argument is based entirely on case law from other states – the Plaintiff does not cite a single case from South Carolina. The Plaintiff cites cases from Georgia, Tennessee, California, the Ninth Circuit Court of Appeals and Colorado. To date, the Plaintiff has failed to point out any specific statute or a single case from South Carolina that supports its argument that the Plaintiff can practice real estate in South Carolina without a license. The Plaintiff, in its conclusion paragraph, states that the Defendants are arguing what the law "ought to be" ... a careful read of the memoranda submitted by the Defendants in this civil action reveals that the Defendants have cited statutes and case law from South Carolina establishing the licensure requirement and "what the law is in South Carolina." The fact of the matter is that the real estate licensing law and multiple cases from South Carolina expressly state that (1) a license is necessary if one intends to collect a commission in connection with a real estate transaction and (2) if a Plaintiff participates in an unlawful act, the Plaintiff cannot recover, at law or in equity. The legislature has clearly outlined and provided clear guidance when a real estate license is

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required and the legislature has even made provision for an out of state license to be issued to persons who live in other states.

The Plaintiff is actually arguing what the law "ought to be" because the Plaintiff now realizes that a license is required and its failure to adhere to the licensing statute is fatal to its causes of action. "When, as here, the statute is plain and unambiguous, it becomes the duty of the court to apply it literally because the legislative design is unmistakable." *Martin v. Ellisor*, 266 S.C. 377, 381, 223 S.E.2d 415, 417 (1976) (internal citations omitted). Our Courts have consistently refused to enforce a contract that is violative of statutory law. "In *Berkebile v. Outen*, 311 S.C. 50, 426 S.E.2d 760 (1993), we recognized the general rule that courts will not enforce a contract which is violative of public policy, statutory law, or provisions of the constitution." *W & N Const. Co. v. Williams*, 322 S.C. 448, 450, 472 S.E.2d 622, 623 (1996) (internal citations omitted).

CONCLUSION

The Plaintiff has failed, after multiple rounds of briefing, to cite a single case on point. There are multiple cases, on point, that make it crystal clear that a real estate license is required if one seeks to collect a commission or a "finder's fee." The fact of the matter is that Plaintiff does not like the law because the law prohibits the Plaintiff from maintaining this civil action.

The Plaintiff, and its Member, Nathan Johns, have openly and callously admitted to conduct that requires licensure under S.C. Code § 40-57-5 *et seq*. Neither the Plaintiff, nor its Member, have a license from the South Carolina Real Estate Commission. The real estate licensing laws of South Carolina (both statutory and case law) make it clear that Plaintiff's conduct was unlawful / illegal. As a result of the Plaintiff's unlawful / illegal practicing of real estate without a South Carolina license and/or the Plaintiff's participation in the illegal practice of real estate with Nathan Johns (the member of the Plaintiff), all of Plaintiff's causes of action fail, as a

matter of law. As such, all of the Plaintiff's causes of action in its Amended Complaint should be dismissed pursuant to South Carolina Rule of Civil Procedure 12(b)(6) or, in the alternative, an Order granting Summary Judgment should be entered in favor of the Defendants. The Plaintiff's Motion for Summary Judgment should be summarily denied because of Plaintiff's unlawful activities.

Respectfully submitted,

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October 21, 2024

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STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**PLAINTIFF'S REPLY TO DEFENDANTS' SUPPLEMENTAL MEMORANDUM IN RESPONSE TO PLAINTIFF'S SECOND SUPPLEMENTAL RESPONSE**

INTRODUCTION

The Defendants have transformed a simple contract dispute into an aggressive attack in an effort to deprive the Plaintiff of a constitutional right. They continue to argue that the Plaintiff engaged in the real estate business *in* South Carolina when they know full well that the Plaintiff's activities were limited to sending emails and text messages and making phone calls from its office in Indiana to a seller in North Carolina and a buyer in Florida in connection with a single transaction.

The Plaintiff did not attend a closing. The buyer bypassed the Plaintiff by dealing directly with the seller. The Plaintiff was not aware that a closing had transpired for a matter of weeks thereafter.

Where the trailer park was located does not matter. It could have been located on Mars.

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What does matter is that this is simply an action arising out of a three (3) page contract between a single member LLC in Indiana and a sophisticated group of trailer park investors in Florida. It is not an enforcement action brought by a State agency. It does not involve the sale of the State's own territory. It is not an in rem action. It does not involve a claim between a buyer and a seller of real estate.

The out-of-state trailer park investors have argued *ad nauseam* that the Indiana Plaintiff violated a South Carolina licensing law resulting in a forfeiture of a $37,800 fee due under the contract. Nonetheless, the Defendants have retained the benefit of what they now contend was an illegal contract.

Almost 150 years ago, the U.S. Supreme Court recognized what was then considered an elementary principle. The laws of one State have no operation outside of its territory. *Pennoyer v. Neff*, 95 U.S. (5 Otto) 714, 722, 24 L.Ed. 565 (1877).

Any South Carolina lawyer who has ever been disappointed after mailing a subpoena out-of-state and getting no results knows this firsthand. Any South Carolina resident who has ever traveled to Colorado and engaged in the recreational use of marijuana without any concern of prosecution by South Carolina authorities upon returning home also knows this firsthand. In the wake of the *Dobbs* decision, any South Carolina resident seeking an abortion after six weeks of pregnancy can travel to Virginia or many other states to have that procedure performed. Neither the South Carolina resident, nor her doctor are subject to any penalty. This is an elementary principle.

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ILLEGALITY

The Defendants cite no authority for the proposition that, [in order to have access to South Carolina's courts], the Plaintiff is obligated to comply with all laws *in* South Carolina." (Def. Supp. Memo. dated 10/21/24, page 1).

"The Fifth Amendment's Due Process Clause forbids the Government to "depriv[e]" any "person . . . of . . . liberty . . . without due process of law." *Zadvydas v. Davis*, 533 U.S. 678, 690, 121 S.Ct. 2491, 2498, 150 L.Ed.2d 653 (2001). The Due Process Clause applies to all "persons" within the United States, including aliens, whether their presence here is lawful, unlawful, temporary, or permanent. *Id.* at 693.

The Plaintiff is a "person" as contemplated under the Fifth Amendment. It is entitled to at least the same Due Process as an illegal alien. Even a Mexican national is entitled to access to a South Carolina tribunal to recover workers' compensation benefits under South Carolina law. *Curiel v. Environmental Management Services (MS)*, 376 S.C. 23, 655 S.E.2d 482 (2007). The out-of-state Defendants' attempt to vilify the Plaintiff to deny it due process is not only troubling, it is just plain wrong.

Illegality is an affirmative defense. Rule 8(c), SCRCP. The Defendants' affirmative defense of illegality has always been and still is, a sideshow. It is a well-established rule that the party pleading an affirmative defense "has the burden of proving it." *Pike v. South Carolina Department of Transportation*, 343 S.C. 224, 540 S.E.2d 87 (2000). It is not up to the Plaintiff to identify statutes or cases to defeat the Defendants' affirmative defense, but it has nonetheless done so.

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Even if the remainder of Chapter 57 of Title 40 applied to the Plaintiff, which it never has, the Defendants' repeated reference to S.C. Code Ann. Section 40-57-710(12) and their reliance upon it is unfounded. (Def. Memo. dated 10-21-24, pp. 4-5). The second sentence of S.C. Code Ann. Section 40-57-710(12) does say, "Notwithstanding this section, a ***licensee*** may not pay or offer to pay a referral fee or finder's fee to an unlicensed individual who is not a party in the real estate sales or rental transaction."

The Defendants have admitted that ***J&B does not hold a license*** to practice real estate in South Carolina. (Def. Resp. To Pl. First Set Req. For Adm. par. 8 filed 8/27/24). Since J&B is not a licensee, Section 40-57-710(12) is completely inapplicable.

LICENSING

Miller Construction Company, LLC v. PC Construction of Greenwood, Inc. 418 S.C. 186, 791 S.E.2d 321 (2016) is instructive. David Brousseau of Anderson represented the Plaintiff, a subcontractor, and Wade Mullins of Bruner Powell represented a general contractor and its bonding company in a contract dispute.

When Miller sued PC for failing to pay the balance due on the subcontract, PC amended its answer, adding an affirmative defense that Miller was not properly licensed and, therefore was barred from pursuing a claim for breach of contract. After a bench trial before the Honorable Eugene C. Griffith, Jr., judgment was entered in favor of Miller for $51,270.08.

The South Carolina Court of Appeals rejected PC's licensing claim explaining:

> ("The statute involved, and similar ones, are designed to protect the public from being imposed upon by persons not qualified to render a professional service. The reason for the rule denying enforceability does not exist when persons engaged in the same business or profession are dealing at arm['s] length with each other. In the case before us, appellant was in a position to know, and did know, the qualifications of appellee. No reliance was placed upon the existence

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> of a license, as presumptively would be the case if appellee was dealing with the general public.").

The Plaintiff and the Defendants are engaged in related businesses. The Plaintiff identifies trailer parks for sale, and the Defendants buy them. The Defendants were in a position to know and did know the Plaintiff's qualifications. The Defendants acknowledged on the bottom of page 2 of the 3 page contract:

> **The Buyer acknowledges that the Finder is not a real estate agent / Broker / Realtor and the Finder holds no professional licenses.**

Defendant Buras placed his initials within one (1) inch of that acknowledgement.

No one was misled. Institutional trailer park investors are not members of the public intended to be protected by such licensing statutes. The purpose of protecting the public interest by denying enforceability of contracts does not exist when dealing with claims between contractors. *Id.* at 331.

THE REMAINDER OF S.C. CODE ANN. 40-57-5, ET SEQ. IS INAPPLICABLE

In *Ex parte First Pennsylvania Banking & Trust Company v. Sayles*, 247 S.C. 506, 508, 148 S.E.2d 373 (1966), the South Carolina Supreme Court quoted *Pennoyer* for the following proposition:

> The several States are of equal dignity and authority, and the independence of one implies the exclusion of power from all others. And so it is laid down by jurists, as ***an elementary principle***, that The laws of one State have no operation outside of its territory, except so far as is allowed by comity; and that no tribunal established by it can extend its process beyond that territory so as to subject either persons or property to its decisions. (emphasis added).

The general rule is that no state or nation can, by its laws, directly affect, bind, or operate upon property or persons beyond its territorial jurisdiction. A statute which purports to have such

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operation is invalid. *Ex parte First Pennsylvania Banking & Trust Co.*, 247 S.C. 506, 508, 148 S.E.2d 373 (1966).

Justice Pleicones' Opinion in *Dudley* was cited as an example of that elementary principle in criminal matters. Justice Pleicones' Opinion in *Robertson* was cited as an example of that elementary principle in regulatory matters. Chief Justice Toal's Opinion in *Doctors Hospital of Augusta, LLC* was cited as yet another example of that elementary principle in regulatory matters.

Carolina Trucks & Equipment, Inc. v. Volvo Trucks of North America, Incorporated, 492 F.3d 484 (2007) is also instructive. Two Columbia lawyers, Marc Manos of Nexsen Pruet and Clarence Davis of Nelson, Mullins grappled with the issue of extraterritorial jurisdiction. Manos represented Carolina Trucks and Davis represented Volvo.

Carolina Trucks asserted that Volvo had violated South Carolina's Regulation of Manufacturers, Distributors and Dealers Act ("Dealers Act") by its activities conducted exclusively in Atlanta. The matter was tried before the Honorable Matthew J. Perry, Jr. and resulted in a jury verdict in favor of the Plaintiff.

On appeal, Volvo argued that South Carolina law did not apply to the sales that formed the basis for the jury's verdict because there was no evidence that those sales occurred within South Carolina.

The first paragraph of the Opinion provided in pertinent part:

> This case explores the extent to which a state has regulated—or may regulate—the auto dealer/manufacturer relationship beyond its own borders. The question is whether a South Carolina statute providing that a vehicle manufacturer generally "may not sell, directly or indirectly, a motor vehicle to a consumer ***in this State***," except through its authorized franchises, forbade sales to South Carolina consumers by an out-of-state manufacturer that were consummated in Georgia.

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> S.C. Code Ann. Section 56-15-45(D) (2006). Plaintiff Carolina Trucks & Equipment, Inc. argues that the South Carolina law did forbid the Georgia sales. We disagree, and reverse the judgement in Carolina Trucks' favor, because the language of the South Carolina act will not support the broad extraterritorial scope that plaintiff would give to it. (emphasis added).

Arrow Trucks, a Volvo subsidiary which had no locations in South Carolina sold seventy-eight (78) trucks to consumers who listed residential addresses in South Carolina. Carolina Trucks, a Volvo franchisee, took issue with what it considered unfair competition by the franchisor. A jury awarded the Plaintiff a total of $583,245 in lost profits, statutory damages, and punitive damages.

The Court began by examining the language of the statute. It provided that [except under circumstances not relevant here,] manufacturers may not themselves "own, operate, or control" a new motor vehicle dealer ***in South Carolina***, and "may not sell, directly or indirectly, a motor vehicle to a consumer ***in this State***, except through a new motor vehicle dealer holding a franchise for the line make that includes the motor vehicle.

Volvo argued that while its Atlanta subsidiary, Arrow Trucks, sold vehicles *to South Carolina consumers*, there was ***no evidence that any of these sales took place in South Carolina.*** The Court took pains to analyze the term, "in this State." The Court rejected Carolina Trucks' argument that the term, "in this State," should be read broadly to prohibit sales to South Carolina consumers outside of South Carolina.

The Court concluded:

> Since the text of the Dealers Act in no way compels Carolina Trucks' reading, we must not adopt it in light of South Carolina's rules of statutory construction that forbid giving the state's laws extraterritorial reach. In construing a state law, we look to the rules of construction applied by the enacting state's highest court. (citation omitted). **South Carolina rules of**

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> **construction provide that statutes must not be read to operate outside the state's borders. The South Carolina Supreme Court has written repeatedly that South Carolina statutes "have no extraterritorial effect," *Ex Parte First Pa. Banking & Trust Co.*, 247 S.C. 506, 148 S.E.2d 373, 374 (1966) (internal citation omitted); *see also Robertson v. Bumper Man Franchising Co., Inc.*, 364 S.C. 155, 612 S.E.2d 451, 452 (2005), because "the general rule is that no state or nation can, by its laws, directly affect, bind, or operate upon property or persons beyond its territorial jurisdiction," *First Pa. Banking & Trust Co.*, 148 S.E.2d at 374 (internal citation omitted).**
>
> * * *
>
> **In assessing whether a statute is extraterritorial, "The critical inquiry is whether the practical effect of the regulation is to control conduct beyond the boundaries of the State."**

Although the court in Carolina Trucks addressed the constitutional implications, it chose to avoid constitutional problems inherent in a broader interpretation of South Carolina law by basing its decision on statutory construction.

CONCLUSION

This Court can also avoid constitutional implications by deciding this matter on the basis of statutory construction. The statute at play in *Carolina Trucks* included the words "in this State" which the Court construed in light of South Carolina rules of statutory construction that forbid giving the state's laws extraterritorial reach.

S.C. Code Ann. Section 40-57-10 provides:

> There is created the South Carolina Real Estate Commission under the administration of the Department of Labor, Licensing and Regulation. The purpose of this commission is to regulate the real estate industry so as to protect the public's interest when involved in real estate transactions.

S.C. Code Ann. Section 40-57-30(11) provides in pertinent part:

For purposes of this chapter:

> (11) "Commission" means the South Carolina Real Estate Commission and its members, who are charged by law with the responsibility of licensing or otherwise regulating the

practice of real estate ***in the State of South Carolina.***

By limiting the Commission's reach by using the words, "in the State of South Carolina," the General Assembly recognized the Supreme Court's limitation on extraterritorial application of the State's laws in *Ex parte First Pa. Banking & Trust Co.*, supra.

Based upon the foregoing, the Plaintiff submits that the Defendants' motions should be denied.

Respectfully submitted,

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STATE OF SOUTH CAROLINA COUNTY OF ORANGEBURG	)	IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT CASE NO. : 2024-CP-38-00733
GREAT DEAL INVESTING LLC, OF WYOMING, Plaintiff, v. JARED BURNETT, BRETT BURAS, DAMIAN BERGAMASCHI, STEVE DECKER, J&B HOLDINGS GROUP, LLC, AND HATCHERY HILL MHC, LLC, Defendants.	)	**MOTION TO ALTER OR AMEND**

This Court has interpreted South Carolina's real estate licensing scheme to deprive the Plaintiff, a Wyoming limited liability company which conducts all of its business in Indiana, of any recovery for breach of contract by the Defendants, Florida-based investors operating a Texas limited liability company. In doing so, this Court has violated South Carolina's rules of statutory construction, which forbid giving the state's laws extraterritorial reach.[1] This Court further misconstrued South Carolina's real estate licensing statutes, which restrict their application to transactions *in this State*.[2]

[1] South Carolina's rules of construction provide that statutes must not be read to operate outside the state's borders. The South Carolina Supreme Court has written repeatedly that South Carolina statutes "have no extraterritorial effect" because "the general rule is that no State or nation can, by its laws, directly affect, bind, or operate upon property or persons beyond its territorial jurisdiction." *See e.g. Robertson v. Bumper Man Franchising Co., Inc.*, 364 S.C. 155, 617 S.E.2d 451, 452 (2005).

[2] For purposes of this chapter:

(7) "Commission" means the South Carolina Real Estate Commission and its members, who are charged by law with the responsibility of licensing or otherwise regulating the practice of real estate *in the State of South Carolina.*

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This Court's ruling also conflicts with the Commerce Clause (U.S. Consti. Art.1, § 8, cl.3) and is at odds with relevant out-of-state authority holding that licensing schemes do not apply to out-of-state activities.[3]

In light of the foregoing, the Plaintiff moves the Court to alter or amend pursuant to Rule 59(e), SCRCP.

I. TERRITORIAL JURISDICTION

S.C. Code Ann. Section 1-1-10 provides:

> The sovereignty and jurisdiction of this State extends to all places within its bounds . . .

The State's extraterritorial jurisdiction extends only to those who have performed acts "intended to produce and producing detrimental effects within" our boundaries. *State v. Dudley*, 364 S.C. 578, 582, 614 S.E.2d 623, 626 (2005) (quoting *Strassheim v. Daily*, 221 U.S. 280, 31 S.Ct. 558, 55 L.Ed 735 (1911).

In *Dudley*, a Georgia resident, was arrested in Georgia by South Carolina authorities, indicted for trafficking and conspiracy to traffic cocaine in Anderson County, convicted, and received concurrent twenty-five year sentences. *Id.* at 581, 614, S.E.2d at 624. Dudley sold cocaine to two drug dealers from Virginia in Georgia, and the dealers were subsequently arrested in Anderson County while driving back to Virginia with the drugs. *Id.*

The Court of Appeals vacated Dudley's convictions on the grounds that South Carolina lacked extraterritorial jurisdiction. *Id.* at 581, 614 S.E.2d at 624. Finding no evidence that Dudley intended a detrimental effect in South Carolina by selling drugs in Georgia to Virgina-based drug dealers, the South Carolina Supreme Court affirmed the Court of Appeals, explaining that the

[3] See e.g. *AFC Realty Capital, Inc. v. Dale*, 2022 WL 2193377 (2022).

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State's extraterritorial jurisdiction extends only to those who have performed acts "intended to produce and producing detrimental effects within" our boundaries. *Id.* at 582, 614 S.E.2d at 626.

If the State of South Carolina has no jurisdiction over an out-of-state resident who sold cocaine to out-of-state drug dealers, then neither the South Carolina Real Estate Commission nor this Court can enforce the laws of this State against a resident of Indiana who never set foot in South Carolina in performing his contract with Florida-based investors.[4]

In *Robertson v. Bumper Man Franchising Co., Inc.*, 364 S.C. 155, 612 S.E.2d 451 (2005), the South Carolina Supreme Court was asked to determine if the South Carolina Business Opportunity Sales Act (S.C. Code Ann. Sections 39-57-10 *et seq.*) applied to a contract between a business located in Texas and a Texas resident, and performed in Texas and Washington, when the Texas resident moved to South Carolina. In giving the matter short shrift, the Supreme Court stated:

> It is unnecessary to conduct any in-depth analysis in order to conclude that the answer to this question is "no." *E.g., Ex parte First Pennsylvania Banking and Trust Co.*, 247 S.C. 506, 148 S.E.2d 373 (1966) (state statutes have no extraterritorial effect).

Id.

In *Doctors Hosp. of Augusta, L.L.C. v. CompTrust AGC Workers' Compensation Trust Fund*, 371 S.C. 5, 636 S.E.2d 862 (2006), the South Carolina Supreme Court was asked to determine if the South Carolina Workers' Compensation Commission had jurisdiction to review a fee dispute between an insurance carrier and an out of state medical provider, who performed medical services outside of South Carolina relating to a workplace injury that occurred in South

[4] Notwithstanding the Plaintiff's concession that it was not licensed in South Carolina, the Defendants found it necessary to submit an affidavit in support of their motion for summary judgment from the Real Estate Commission to confirm that neither the Plaintiff nor its member were licensed. Nonetheless, the affidavit did not suggest that the Plaintiff's activities performed in Indiana in any way contravened the laws of the State of South Carolina.

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Carolina. In answering "no," the Court relied upon its prior holding in *Ex parte First Pa. Banking & Trust Co., supra* holding that "[w]ith such exceptions which are without significance here, the jurisdiction of a state is restricted to its own territorial limits."

II. THE COMMERCE CLAUSE

South Carolina has no statute prohibiting the payment of a finder's fee by an out-of-state purchaser to an out-of-state finder who performs all of his activities out-of-state. Even if such a statute existed, it would violate the Commerce Clause.

The Commerce Clause states: "The Congress shall have Power . . . To regulate Commerce . . . among the several States . . . " U.S. Const., Art. I, Section 8, cl. 3. This Court long has recognized that this affirmative grant of authority to Congress also encompasses an implicit or "dormant" limitation on the authority of the States to enact legislation affecting interstate commerce. *Healy v. Beer Institute, Inc.*, 491 U.S. 324, 109 S.Ct. 2491, 105 L.Ed.2d 275, 57 USLW (1989) n.1 (quoting *Hughes v. Oklahoma*, 441 U.S. 322, 326, and n. 2, 99 S.Ct. 1727, 1731, and n. 2, 60 L.Ed.2d 250 (1979); *H.P. Hood & Sons, Inc. v. Du Mond*, 336 U.S. 525, 534-535, 69 S.Ct. 657, 663-664, 93 L.Ed. 865 (1949).

"The Commerce Clause . . . precludes the application of a state statute to commerce that takes place wholly outside of the State's borders, whether or not the commerce has effects within the State." *Healy*, (quoting *Edgar v. MITE Corp.*, 457 U.S. 624, 642-643, 102 S.Ct. 2629, 2640-2641, 73 L.Ed.2d 269 (1982) (plurality opinion).

Pursuant to the Commerce Clause, state legislation is unconstitutional where the projection of extraterritorial "'practical effect[s],'" regardless of the statute's intention, "'exceed[s] the

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inherent limits of the State's power.'" *Healy*, n. 9 (quoting *Shaffer v. Heitner*, 433 U.S. 186, 197, 97 S.Ct. 2569, 2576, 53 L.Ed.2d 683 (1977).

III. ISOLATED INTERSTATE REAL ESTATE TRANSACTIONS

In *Keenan Co. v. Pamlico, Inc.*, 245 Ga. 842, 268 S.E.2d 334 (1980), the Keenan Company and Bob Russell Realty, Inc. of Columbia, South Carolina filed suit in Bibb Superior Court against Pamlico, Inc, a Georgia corporation, seeking recovery of a $1,110,000 real estate commission upon a sale involving some 22,000 acres of Pamlico's land located in North Carolina. Pamlico asserted that Keenan and Russell were barred from filing suit in a Georgia court because they did not have Georgia real estate licenses. *Id.* The trial court granted Pamlico's motion for summary judgment and the Court of Appeals affirmed. *Id.*

The Supreme Court of Georgia reversed, holding that Keenan and Russell were not barred from access to the courts of Georgia on the basis of their not having Georgia real estate licenses, when their sole contacts with the state of Georgia had been in furtherance of an isolated interstate real estate sales transaction.

Likewise, in *Bennett v. MV Investors*, 799 S.W.2d 221 (1990), citing cases from Arizona, New Mexico, Florida, and Georgia, the Court of Appeals of Tennessee reversed the entry of summary judgment against a South Carolina plaintiff finding that notwithstanding his lack of a Tennessee real estate license, he was not barred from maintaining an action for a commission where all of his activities took place in the state of South Carolina.

In a more recent case, the United States District Court for the Eastern District of California recognized the Defendants' 'unlicensed broker' defense for what it was – an "attempt to skirt its

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payment obligation under the Agreement."[5] *AFC Realty Capital, Inc. v. Dale*, 2022 WL 2193377. The Court granted summary judgment in favor of a New York citizen against two California citizens and their businesses for a commission on a real estate transaction involving property in California, notwithstanding the fact that the Plaintiff was not licensed as a real estate broker in California. *Id.* The Court in *AFC Realty* relied upon *Consul Ltd. v. Solide Enterprises, Inc.*, 802 F.2d 1143 (9th Cir. 1986) for the proposition that "all relevant authority suggests that licensing schemes like California's do not apply to out-of-state activities regarding in-state land." *Id.*

In an even more recent case, the United States District Court for the District of Colorado determined in *Freedom Factory, LLC v. Smee Homes, Inc.*, 2024 WL 3252153 (2024) that the long arm of California's real estate regulatory scheme does not extend to activities conducted solely outside of the state, "particularly to void otherwise valid contracts."

Like the plaintiffs in *Keenan, Bennett, AFC Realty, Consul, and Freedom Factory*, it is undisputed that all of the Plaintiff's activities were conducted in the State of Indiana. Having never engaged in the real estate business *in* South Carolina, the long arm of the South Carolina Real Estate Commission could not and did not extend to the State of Indiana.

CONCLUSION

Without any statute or case on point, the out-of-state Defendants argue what the law in South Carolina *ought to be.* The people of South Carolina, through their elected representatives, set the state's policy. *Wilson ex rel. State v. City of Columbia*, 434 S.C. 206, 863 S.E.2d 456 (2021).

[5] The South Carolia Court of Appeals rejected a similar "unlicensed contractor" defense in *Miller Construction Company, LLC v. PC Construction of Greenwood*, 418 S.C. 186, 203, 791 S.E.2d 321, 331 (2016).

Based upon the foregoing, the Plaintiff moves this Court to alter or amend its order, to deny all motions to allow further development of the facts through discovery, or to deny the Defendants' motions, and to enter summary judgment in favor of the Plaintiff.

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Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 30, 2025

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

T.W. McGee, III, Circuit Court Judge

Appellate Case No. 2025-000104

Great Deal Investing LLC, of Wyoming, Appellant,

v.

Jared Burnett, Brett Buras, Damian Bergamaschi, Steve Decker, J&B Holdings Group, LLC, and Hatchery Hill MHC, LLC, Respondents.

PROOF OF SERVICE

I certify that I have served the Record On Appeal on Jared Burnett, Brett Buras, Damian Bergamaschi, Steve Decker, J&B Holdings Group, LLC, and Hatchery Hill MHC, LLC by depositing a copy of it in the United States Mail, postage prepaid, on May 2, 2025, addressed to their attorney of record, Joey R. Floyd, Esq., Post Office Box 61110, Columbia, South Carolina 29260-1100.

May 2, 2025

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