

STATE OF SOUTH CAROLINA) IN THE COMMON PLEAS COURT
)
COUNTY OF BEAUFORT) FOURTEENTH JUDICIAL CIRCUIT

Benny Hudson Seafood Corp,)
)
Plaintiff,) Case No. 2018-CP-07-00793
)
vs)
)
Geraldine White, et al.)
)
Defendant.)

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SC Court of Appeals

H E A R I N G

BEFORE THE HONORABLE CARMEN TEVIS MULLEN

DATE: January 20, 2026
LOCATION: Beaufort County Common Pleas
TRANSCRIBER: Jessica Antonucci

LEGAL EAGLE

Post Office Box

Greenville, South Carolina 29606

(864) 467-1373 -- depos@legaleagleinc.com

APPEARANCES

John R.C. Bowen, Esquire
Laughlin & Bowen, PC
P.O. Drawer 21119
Hilton Head Island, South Carolina 29925

Attorney for the Plaintiff

Geraldine White

Pro Se Defendant

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EXHIBITS

(No Exhibits Were Marked)

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

1 THE COURT: So, this is 2018CP0700793, Benny Hudson
2 Seafood Corp. versus Geraldine White, Defendant, et al.
3 These are Ms. White's motion to set aside or vacate
4 judgment, and amended motion to set aside or vacate
5 default judgment. Ms. White, I'm happy to hear from you.
6 Are the motions essentially the same, you just added to
7 the second one?

8 MS. WHITE: It's -- Your Honor, it's about the same
9 one.

10 THE COURT: Okay, well, I don't --

11 MS. WHITE: Some things I have added to it.

12 THE COURT: You've added into it. Do I need to read
13 them together or did you just add things in for the
14 original one or do you recall?

15 MS. WHITE: I just -- I have everything combined.

16 THE COURT: Okay.

17 MS. WHITE: That's what I did for my best ability.

18 THE COURT: All right, ma'am, I'm happy to hear from
19 you.

20 MS. WHITE: Okay.

21 THE COURT: You can stay seated, ma'am, it's fine.

22 MS. WHITE: Thank you, Your Honor. Good afternoon,
23 Your Honor. My name is Geraldine White. I am
24 representing myself. I am asking the Court to set aside
25 the default judgment from August 22nd, 2018, because it

1 was entered unfairly, with fraudulent and misleading
2 information presented by the Plaintiff and her attorney,
3 which without evidence to support the information that
4 was being relied upon, and without giving me a real
5 chance to defend myself.

6 The first and most important fact of this case was
7 ignored as a vessel ownership. I never owned a boat or
8 have I ever participated in running any vessel or boat.
9 The bill of sale was memorialized to have a proof that a
10 transaction took place. My sister Rosa Cromwell gave me
11 that money to deliver to the person Craig White was
12 purchasing the boat from.

13 According to South Carolina law, the bill of sale
14 alone does not establish ownership, title, or
15 registration with the South Carolina Department of
16 Natural Resources. It's only legal went -- when to
17 establish ownership South Carolina Code Section 50-23
18 through 210, certificate of the title for all vessel
19 required to be titled. That was never proved as
20 evidence.

21 I never owned the vessel. South Carolina Code
22 Section 20-23 to 240, title must be properly assigned to
23 transfer of ownership. Section 50-20-1 through 20,
24 define owners, 50-21 through 90 certificate of title
25 required, 50-21 (inaudible), transfer of ownership must

1 be recorded. It was never done in this case.

2 Second important fact, I was not properly notified
3 about the hearing where damage were decided. I was also
4 told not to attend by Patrick Carr office (inaudible).
5 Because of that, I never had the opportunity to speak,
6 present events, or challenge what the Plaintiff's
7 claimed. Even when I present the facts, support the real
8 and true evidence, and provide everyone with the laws
9 that supported my facts and evidence, and all codes,
10 including this one, you all turned a blind eye and the
11 truth and continue to rule against the truth, even though
12 it was supported with facts, evidence to support the
13 facts, and the laws to support both facts and evidence.

14 Third, important facts, critical information was
15 also shared with the Court by Plaintiff and the attorney
16 including the true status of Plaintiff's company. The
17 Plaintiff's company was dissolved in May of 2015 and was
18 not reinstated until March of 2017. The Plaintiff's and
19 the attorney withheld that the origin order of judgment
20 was not recorded or indexed with the Records of Deeds as
21 required by South Carolina law. And I have a lot -- I'm
22 not reading all of that.

23 A company that was ordered dissolved cannot legally
24 earn business revenue during closure. Losses were not
25 legally proven as to defend because she never owned a

1 vessel and Plaintiff has not issued any evidence
2 supporting such facts. The Plaintiff's company did not
3 properly disclose its legal status.

4 Your Honor, the Plaintiff is a corporation with no
5 lawful capacity to operate. At the time this case was
6 filed and when the judgment was entered, the company had
7 been previously dissolved by the State and was later
8 reinstated. Loss profits should be proven with
9 reasonable certainty, not estimate. Estimated is what
10 Plaintiff used for judgment received. That information
11 was important. It affects whether the company has a
12 legal right to sue and collect money at that time. The
13 Court was never clearly told about the issue before
14 entering judgment. If the Court has known, it could have
15 affected whether the case should be proceed at all.

16 Because of all this, a very large judgment order was
17 fraudulently entered against me and the amount excess of
18 \$20,000 without due process. And later they took
19 \$15,665.73 from me based on fraudulent judgment order and
20 should never have been enforced. Both important fact,
21 order of judgment was obtained based on false information
22 provided by Plaintiff and her attorney, which were
23 presented and submitted to the Court. Judgment was
24 obtained based on fraud upon the Court.

25 And so, number one, fraud occurred when Plaintiff

1 and her attorney told the Court that I was the owner of
2 the boat without supporting evidence. Fraud occurred
3 when the Plaintiff and her attorney told the Court that
4 the company lost \$30,000 for wreck removal that never
5 happened. Fraud occurred when Plaintiff and her attorney
6 (inaudible) that lost revenue without supporting
7 evidence. Fraud occurred when Plaintiff and her attorney
8 told the Court the revenue lost for 2016 was 52 weeks
9 when the hurricane happens in October 2016. Fraud
10 occurred when Plaintiff and her attorney failed to
11 disclose that the Benny Hudson Seafood Corporation lost
12 their LLC on May 23rd, 2015, and withheld that they did
13 not apply for reinstatement until March 28th, 2017.

14 Fraud occurred when Plaintiff and her attorney
15 failed to disclose the order of judgment was not recorded
16 or indexed by the Buford County Record of Deeds as
17 required by law for it to attach to real property. It
18 constitutes fraud upon the Court.

19 Fifth important fact, Plaintiff and her attorney
20 misrepresent the law by mischaracterizing the order of
21 judgment, as a judgment mean to unlawfully take funds
22 from a private trust property sale. This constitutes
23 fraud upon the Court. A judgment was never legally
24 recorded as a lien. A judgment lien attached to a real
25 property only when all these occur. Number one, a valid

1 judgment is entered. Two, an abstract transcript of
2 judgment is filed. Three, it was properly indexed in the
3 county records. Number four, the debtor owns real
4 property in this county until then if there is no lien.
5 In this case, they never (inaudible). Judgment was not
6 valid. Abstract transcript of judgment was not filed.
7 Order of judgment was not properly indexed in the county
8 land records. Nulla Bona was returned unexpectedly by
9 Sheriff P.J. Tanner.

10 Under South Carolina law a judgment does not
11 automatically become a lien against someone's property.
12 It must be officially recorded and indexed with the Clerk
13 of Court. That did not happen here before money was
14 taken from me in 2025.

15 Because the judgment was not properly recorded,
16 there are no legal lien. There are no legal authorized
17 to seize money. The collection should never have
18 happened, yet \$15,665.73 was taken away from me.

19 Six important facts, Plaintiff John R C Bowen and
20 William Bowen are blood brothers. Both of them were
21 representing Benny Hudson Seafood Corporation in all the
22 cases. It appeared to be a conflict of interest here,
23 especially because it was never disclosed to a defendant
24 or this Court. Violation of rules for second rule never
25 discussed.

1 The judgment was obtained through unfair and
2 misleading contact. Your Honor, the Court was not given
3 the full truth when this judgment was entered. The
4 Plaintiff and the attorneys went forward with the hearing
5 even though I was not present. Present damage amount
6 that was never proven (inaudible). Did not tell the
7 Court important facts about the company legal status,
8 later enforced the judgment even though it was not
9 properly recorded. This prevent the Court from hearing
10 both sides and from making a full informed decision.

11 I am not here to avoid responsibility, because I am
12 not liable for any damage I was accused of. I am here to
13 ask for someone -- something very simple and fair, for
14 you to read all the facts, compare the evidence, and
15 apply the law to the facts and evidence, and not just
16 (inaudible) attorneys to (inaudible) the proposal,
17 especially if it is not factually.

18 I repeat for clarity to this Court that cause
19 serious and real harm. Because of this judgment, I was
20 labeled as owing a large amount of money without a fair
21 hearing. My property interests were affected. Money was
22 taken from me. My credit and financial stability were
23 harmed. I am forced to spend years trying to correct
24 something that should have never happened. All of this
25 happened without me being heard completely without

1 interruptions.

2 I am not acting in bad faith. The Plaintiff has
3 asked the Court to punish me for filing this motion. I
4 am not trying to delay anything. I am not trying to
5 abuse the Court. I am only trying to correct a judgment
6 that was entered unfairly, fraudulently, and without due
7 process. Asking for fairness is not groundless.

8 Closing statement, Your Honor, I respectfully ask
9 the Court to look at the fairness of what happened. A
10 judgment was entered against me without (inaudible)
11 hearing. Important information was not shared with the
12 Court. Money was taken from me, even though a judgment
13 was never properly recorded. Mr. Bowmen has (inaudible)
14 everything filed in this case, an attempt to say I was
15 (inaudible). However, if you take notice of everything
16 that was filed, you will see the facts, the evidence to
17 support the facts, and cares how to support the facts and
18 evidence.

19 I am simply asking for the Court every -- every
20 person deserves to be heard and tried by facts and real
21 evidence instead of being bullied, because there is a
22 relationship among Bar members. For these reasons, I
23 respectfully ask the Court to examine the facts and
24 evidence and apply the appropriate laws that support the
25 facts and evidence. Then, set aside the default

1 judgment, declare it unenforceable, order return of the
2 money that was taken, deny the request for sanctions, and
3 dismiss this case completely with prejudice.

4 At this time, I would like to submit my statement
5 for the record. Thank you for your time, Your Honor.

6 THE COURT: Have you shared your statement with Mr.
7 Bowen?

8 MS. WHITE: Yes.

9 MR. BOWEN: Thank you. Thank you, ma'am.

10 THE COURT: Mr. Bowen, any objection to Ms. White's
11 statement?

12 MR. BOWEN: No, Your Honor.

13 THE COURT: So, without objection, I will read
14 through. And ma'am, is this just a copy of essentially
15 what you've read to me?

16 MS. WHITE: Yes.

17 THE COURT: Okay, I just -- I wanted to make sure --

18 MS. WHITE: Yes.

19 THE COURT: -- that was the case. I thought it was,
20 but I wanted to ask. Mr. Bowen, happy to hear from you,
21 sir.

22 MR. BOWEN: Thank you, Your Honor. May it please
23 the Court. I submitted a memorandum in opposition for
24 the motion. Do you have a copy or I (inaudible) you? I
25 believe it's all tabbed.

1 THE COURT: I'm happy to accept it. Did you give a
2 copy to Ms. White?

3 MR. BOWEN: Yes, sir.

4 THE COURT: Okay, Ms. White, do you have it?

5 MS. WHITE: Yes, Your Honor.

6 THE COURT: Okay, then I'm happy to accept. I
7 believe it made it into the system.

8 MR. BOWEN: It was submitted on January 12th.

9 THE COURT: Yeah, memorandum in opposition,
10 affidavit of attorney fees on 1/20 and it looks like
11 there's a return from Ms. White on 1/15 to your memo; is
12 that correct, Ms. White? Let me see what it says.
13 Motion to Set Aside, Return to Plaintiff's Opposition and
14 Defendant's Amended Motion to Set Aside. Did you get a
15 copy of that, Mr. Bowen?

16 MR. BOWEN: Jan -- the --

17 THE COURT: January 20th filing.

18 MR. BOWEN: My memorandum was filed with the Court
19 on January 12th.

20 THE COURT: Yes, sir. So you filed yours on January
21 12th, just to make sure that the record that I'm seeing
22 is consistent, you filed --

23 MR. BOWEN: The thing I put it in your hand is a
24 copy of that.

25 THE COURT: Yes, sir. On the 15th, Ms. White filed

1 a return, I would call that a memorandum in opposition to
2 your memo.

3 MR. BOWEN: Or a reply or something.

4 THE COURT: Whatever you want to call it. Ms. White
5 called it Return to Plaintiff's Opposition to Defendant
6 Amended. And then I see an affidavit filed on the 20th.
7 My question was, did you get a copy of Ms. White's
8 January 15th filing?

9 MR. BOWEN: Yes, sir. The Court sent it to me.

10 THE COURT: Perfect.

11 MR. BOWEN: And I think Ms. White may have sent it
12 to me as well.

13 MS. WHITE: I did.

14 THE COURT: I just wanted to make sure everybody had
15 everything.

16 MR. BOWEN: (Inaudible).

17 THE COURT: All right. Happy to hear from you, sir.

18 MR. BOWEN: May it please the Court. As I
19 mentioned, I filed a memorandum in opposition to her
20 motion and I'd like to, if I may, go over it. You have
21 previously heard a related case.

22 THE COURT: Yes, sir.

23 MR. BOWEN: I think Ms. White was confused when she
24 talked about my brother. He represented Hudson's and he
25 was not in my firm, separate firm, and he represented

1 Benny Hudson's Seafood in another matter that I think you
2 heard. And in fact, I think I attached a copy of your
3 order in that matter to this memorandum.

4 In any event, Ms. White correctly observes that
5 Benny Hudson Seafood Corp. was administratively dissolved
6 in 2015 and was reinstated in 2017. It was
7 administratively dissolved for failure to file a report
8 or (inaudible) whatever it was. But in any event, it was
9 reinstated. The lawsuit that Ms. White is addressing
10 today was filed a year after it was reinstated in 2018.
11 And she filed it on April 16th -- we filed it on April
12 16th, 2018. And the issue was this. On October 8th,
13 2016, Ms. White's nephew, Craig White, who has since
14 sadly deceased, brought a shrimp boat alongside Hudson's
15 dock and tied it up to another shrimp boat belonging to
16 the Govan's in advance of the hurricane. This was done,
17 according to my client, in defiance of their denial of
18 the request to bring that boat into the dock. This was
19 not a boat that lived at that dock. They brought it in
20 for the hurricane.

21 My client told them they could not bring the boat
22 in. They did it anyway. By this time, my client and
23 their employees had left town and evacuated for the
24 hurricane. So, the hurricane came and it sank both the
25 White's boat and the Govan's boat. For almost two years,

1 Ms. Hudson attempted to get the wrecks removed, to get
2 them marked, because it basically rendered worthless for
3 a commercial dock. People couldn't bring shrimp in. She
4 had to actually go out on the market and purchase shrimp
5 to sell for her seafood business. And so it blocked the
6 dock.

7 And so after almost two years of unsuccessfully
8 attempting to have the defendants remove the sunken
9 vessels, we brought this action. And we asserted that
10 the Defendants had a duty to find safe harbor for their
11 vessel in advance of the storm. If they breached that
12 duty, they had the duty to follow the instructions of the
13 Plaintiff, that is us, not to bring the vessel to our
14 dock, take precautions to prepare the vessel for extreme
15 weather and tide, so as to prevent it from sinking and/or
16 causing damage to other vessels or the Plaintiff's
17 property.

18 We also claimed that they were grossly negligent in
19 those failings, and we sought damages for breaches of
20 those duties, including placing their vessel alongside
21 the Plaintiff's dock after being denied permission to do
22 so; failing to remove the vessel to a safe harbor prior
23 to the storm; failing to properly secure the vessel in
24 violations of both state and federal law regarding the
25 Wreck Act and the Wreck Removal Act, the wreck wasn't

1 marked, it's still down there today.

2 In any event, the copy of the complaint that we
3 filed is attached in that book as Exhibit 2 and was filed
4 along with it. Now, everything I'm gonna say was filed
5 along with this memo.

6 THE COURT: Okay. If it helps, I'm looking at the
7 electronic file.

8 MR. BOWEN: Okay, good. I didn't know if you had
9 that available.

10 THE COURT: I do, the summons and complaint was
11 filed on April 16th, 2018.

12 MR. BOWEN: Right. In any event, we received no
13 answer. Now, we alleged that the vessel was owned by
14 Geraldine White and was captained and then managed by
15 Craig White. This was not a state-registered vessel.
16 This was a documented vessel that they had just
17 purchased. So there is no state title. There's
18 certificate of documentation, A. And B, what we were
19 able to determine was that it was transferred to
20 Geraldine White. Later, we actually received a copy of a
21 bill of sale, which we've also attached to this thing,
22 showing that the vessel was sold to Geraldine White and
23 Craig White. So, she was an owner, which is why she was
24 named as a party.

25 As I say, we served Ms. White and her nephew

1 personally with the summons and complaint. They failed
2 to answer. We sought a damages hearing. And then, of
3 course, all the affidavits of service and default and so
4 forth were filed with the Court and provided to White.
5 We then sought a damages hearing, which Judge Dukes
6 heard, and they were given notice of that damages
7 hearing. They did not attend the damages hearing.
8 However, Ms. White says that they didn't attend because
9 another lawyer that they had contacted told them not to
10 go, instructed them not to go. Don't know anything about
11 that. That was Mr. Carr. I think prior to that time,
12 they had sought counsel from Mr. Faulks and his firm and
13 they wouldn't handle the case either.

14 In any event, on August 22nd, Judge Dukes entered a
15 default judgment and awarded the Plaintiff's \$201,723.27,
16 based on the sworn testimony given at the damages
17 hearing. That order was documented and recorded on
18 August 24th, 2018.

19 On September 30th, 2018 -- or September 20, an
20 execution against property was issued by the Clerk of
21 Court for Beaufort County. Of course, that court's order
22 was served on the Whites. On October 30th, 2018, the
23 defendants -- I'm sorry, on August 22nd, that order
24 became part of the judgment (inaudible) of Beaufort
25 County and was properly documented and entered.

1 On October 30th, the Whites filed a motion to set
2 aside the entry of default. And on January 14th of 2019,
3 a hearing was held. On January 23rd, Judge Dukes entered
4 an order denying their motion to set aside the judgment.
5 A copy of that order is in Exhibit 4 of my memorandum.

6 On February 27th, Ms. White filed a notice of appeal
7 of the denial of her motion to set aside the entry of
8 default. In July of 2019, the Court of Appeals dismissed
9 that appeal. And I've attached the order at tab six of
10 my memorandum.

11 In May of 2024, the Beaufort County court contacted
12 us to ask for permission to destroy the file because
13 there's been no activity in the file since then. And I
14 saw no reason to deny them permission to destroy the
15 evidence, so I presumed they did. The evidence would
16 have included, I presume Ms. Hudson's testimony in the
17 documents that we introduced that day, which would have
18 included the bill of sale showing Ms. White -- that it
19 had been sold to Ms. White.

20 So, that brings us to December 2024. At that time,
21 I was contacted by Kori Brett McKeithen of the Liberty
22 Oak Law Firm, who I was told was representing Ms. White
23 and other heirs in a sale of a piece of real property in
24 Beaufort County, and that our judgment attached to it,
25 and she wanted me to release it. I replied that we would

1 be happy to partially set aside the judgment in return
2 for the net proceeds that Ms. White was to receive, which
3 was 15,000 some odd dollars. That closed. They sent us
4 the 15,000 some odd dollars. I filed a partial
5 satisfaction of the judgment promptly upon receipt of the
6 funds. I've attached the partial satisfaction at Exhibit
7 7.

8 A couple months later, on March 24th, Ms. White sued
9 me and her own lawyer, Kori Brett McKeithen, alleging
10 that the judgment had been obtained by fraud upon the
11 Court and should be set aside.

12 On May 1st, she filed a further writ seeking to
13 mandate the recovery of \$15,665.73 previously paid to
14 Benny Hudson Seafood. I attached that suit and writ as
15 Exhibit A. In response, my lawyer filed a motion to
16 dismiss and/or for summary judgment and Kori Brett
17 McKeithen filed a motion to dismiss. Those are attached
18 as Exhibit 9.

19 On November 24th, 2025 following a hearing, Judge
20 Mullen issued her order granting our motion for summary
21 judgment, a copy of which is attached at Exhibit 10.
22 This is particularly important since Judge Mullen's order
23 recites that there was no fraud involved; but in any
24 event, we'll get to that in a minute.

25 On December 3 and December 8th, almost immediately -

1 - oh, I'm sorry then -- yeah, on December 3 and December
2 8, and almost immediately upon receipt of the order that
3 I mentioned from Judge Mullen, as well as an order from
4 Your Honor, which was filed on December 3rd, which is
5 Exhibit 11, in which you denied Ms. White's motion to
6 vacate the judgment in this case, or to order the
7 reimbursement for which a partial satisfaction of
8 judgment had been filed. Ms. White filed the motion --
9 an amended motion that we're hearing today of to vacate
10 the default judgment for fraud upon the Court.

11 In these motions, she alleges that we -- that I, I
12 guess, or Plaintiff, perpetrated a fraud upon the Court
13 by alleging that she owned the vessel, which sank. She
14 also alleges since Benny Hudson Seafood Corp. was under
15 administrative dissolution on May 23rd, 2015 and was not
16 reinstated until March 2017 that it left standing to
17 bring the suit against her in 2018.

18 Finally, she claims the judgment did not attach to
19 real property in which she had an interest. But we
20 contend that there is no merit to these arguments. First
21 of all, there simply is no fraud upon the Court. The
22 defendant alleges that we committed fraud by claiming
23 that she was an owner of the vessel, which was
24 negligently secured to our dock with flagrant disregard
25 and denial of permission.

1 In making this argument, she ignores the fact that
2 in her own memorandum and points of authority filed with
3 the Court on October 30th, 2018, she admits she owns the
4 vessel, number one. And in fact, she has filed a bill of
5 sale with the Court clearly showing that the vessel was
6 jointly owned by the defendants, herself and Craig White,
7 that's in Exhibit 13.

8 In her order, granting summary judgment, Judge
9 Mullen clearly states in her finding of the fact, there
10 is no evidence that statements made by Attorney Bowen on
11 behalf of his client were knowingly false, or that would
12 warrant reopening this previously decided case. Indeed,
13 when the Plaintiff moved to set aside the entry of
14 default in the 2018 action, she did not dispute her
15 ownership of the vessel involved. There just simply is
16 no fraud upon -- that has been committed upon the Court.

17 As far as the standing of the Plaintiff corporation,
18 Code 33-14-220 governs the reinstatement following the
19 administrative dissolution. Plaintiff properly brought
20 the suit following the reinstatement of the company.
21 It's well settled as a South Carolina corporation. It
22 has been administratively dissolved and subsequently
23 reinstated, may file a lawsuit for things that occurred
24 during the period of dissolution. That is exactly what
25 happened here.

1 According to the South Carolina Business
2 Corporations Act, when a corporation is reinstated the
3 effect is retroactive. It relates back to and takes
4 effect as of the effective date of the administrative
5 dissolution. Corporation resumes carrying on its
6 business as if the administrative dissolution had never
7 occurred. This means that in the eyes of the law, the
8 corporation's legal existence and powers are fully
9 restored for the period it was dissolved, allowing it to
10 pursue the claims that arose during that time.

11 Defendant's motion itself acknowledges that the
12 corporation applied for reinstatement on March 29th, 2017
13 and well before this action was commenced in 2018.

14 Third, Plaintiff's judgment lien attached to any
15 real property of the defendant located in Beaufort County
16 following the entry of the judgment, in the county -- in
17 this county without further action. Your Honor, the
18 South Carolina law is clear that a judgment lien attaches
19 to any real property of the defendant, which is located
20 in the county where the judgment is entered, without the
21 necessity for any further action. SC Code 15-35-810
22 provides that, "Final judgments and decrees entered in
23 any court of records subsequent to November 25, 1873, or
24 in any circuit or district court within this State or any
25 other Federal court the final judgment and decrees of

1 which by act of Congress shall be declared to create a
2 lien, shall constitute a lien upon the real estate of the
3 judgment debtor situate in any county in this State in
4 which the judgment or transcript thereof is entered upon
5 the book of abstracts of judgment," this was entered into
6 the judgment role and duly indexed, "The lien to begin
7 from the time of such entry on the book of abstracts and
8 indices and to continue for a period of ten years." No
9 further action was required to cause this to constitute a
10 lane on real property in Beaufort County. Jasper County,
11 we'd have to have done something else. Hampton County,
12 yes, but not Beaufort County. I'm sorry, Your Honor,
13 I've got bad emphysema.

14 THE COURT: You need some water?

15 MR. BOWEN: I'm almost through, so --

16 THE COURT: Okay. I was going to say if you need
17 some water, we can get you some.

18 MR. BOWEN: So, anyway, the motion that we're
19 hearing today, and the amended motion, is the latest
20 example of Ms. White's actions to delay the effect of a
21 valid judgment. It falls on the heels of denial by
22 several judges of her prior attempts. In the opinion of
23 the Plaintiff, these actions are without merit brought
24 only for the purpose of delay and not for any legitimate
25 purpose. They constitute frivolous actions that are

1 sanctionable under Code 15-30-610.

2 According to statute, the Court has the authority to
3 impose appropriate sanctions including an order for the
4 pro se litigant, which in this case is Ms. White, to pay
5 the reasonable costs and attorney fees of the prevailing
6 party under a motion pursuant to the sanction. In my
7 memo, I go through the various things that the cost may
8 include, and I've submitted to the Court today and
9 provided Ms. White with a copy of an affidavit of
10 attorney fees outlining costs.

11 Also, the Court is empowered to enter a directive of
12 a non-monetary nature, including injunctive relief,
13 designed to deter a future frivolous action, or action in
14 bad faith. In this case, there are currently -- Ms.
15 White has currently filed two or three appeals from your
16 order, from Judge Mullen's order, at least two, perhaps
17 three. I'm not sure of the exact number. She has filed
18 actions in the related case where the other shrimp boat
19 sank, which Your Honor has heard. She sued her own
20 lawyer and she sued us. She's done other things, which
21 have been disposed of by the proper authorities and found
22 to be without merit and this has got to stop.

23 What's happened is we have a judgment from 2018,
24 which as Your Honor knows, will expire in 2028. We
25 believe that that this Court should issue appropriate

1 sanctions, including requiring Ms. White to obtain
2 permission of the Court before filing anything else;
3 prior to filing further motions or other actions relating
4 to this or other cases.

5 (Inaudible) we filed the attorney's fee affidavit,
6 which (inaudible) Your Honor knows. I'll be glad to
7 address any questions the Court has, but I think I've
8 covered all the points. Basically, her motion to set
9 aside the judgments on the grounds of fraud is totally
10 without merit. And in fact, any other motions to set
11 this judgment aside had to have been filed years ago.
12 This is the only one that would extend -- that she could
13 file at this late date because this judgment, as I said,
14 is eight years old. Thank you, Your Honor.

15 THE COURT: Ms. White?

16 MS. WHITE: Yes, Your Honor.

17 THE COURT: Anything further?

18 MS. WHITE: Yes, I have some questions -- a comment
19 and it's still regarding to this vessel. I, Geraldine
20 White, never owned a vessel or boat. And I explained
21 several times how I came -- my name came on that and the
22 reason you all got it because I submitted it. I never
23 owned a boat, never planning on it, never will. That was
24 my nephew's Craig's boat. I don't know what went on down
25 at Hudson Seafood, because when the storm came, I was in

1 Atlanta, Georgia. Craig was a grown man. My sister that
2 lived in the Virgin Islands sent the money to me to take
3 delivery for Craig to get a boat, which was \$18,000 in
4 cash. I don't know Ms. Hudson know Craig, I don't know.
5 I don't know anything about fishing. I don't know
6 anything about any boat or nothing like that.

7 I never owned a boat because of what goes on what
8 we're saying I know it was a typing error and that who I
9 gave it to type for me that they put something that I
10 owned. I never -- I don't own a boat. And this was my
11 problem, when all of this was going on, that was Craig's
12 boat. Craig was a grown man. We -- my sister and I, we
13 were helping him. She gave -- sent the money to me. I
14 delivered the money, 15 -- \$18,000 in cash. And what
15 happened since then, I don't know what was going on.
16 That was Craig's boat. I'm minding my own business
17 taking care of myself.

18 I didn't know anything what happened at Hudson
19 Seafood, when it got there, how it started, and when it
20 ended. The only thing I remember Craig saying to me, I
21 asked him about it, he said, I would never, never put
22 anything down on nobody's property without their
23 permission. Knowing Craig and the type of person he was,
24 he would have never done it. He talked highly of Ms.
25 Barbara Hudson. He called her Ms. Barbara. He said, Ms.

1 Barbara had a deal with the fisherman that they catch the
2 large shrimp that they get, they would give it to -- Ms.
3 Hudson would get it first, and anything else they would
4 do whatever they want to do. And as she said -- and the
5 reason why they were allowed to parked the boat there
6 because of that, it was a verbal agreement. I said,
7 well, how could you go into a verbal agreement, you
8 should have everything in writing. If I was the owner of
9 a boat, I would never go with nobody with no what you say
10 and I say. Mine would be written out that I can see to
11 go back. I will know what happened. But Craig was
12 grown. I didn't know what was going on until I got
13 someone called me and told me there was a judgment on me.
14 No, I don't know anything about Craig and someone that's
15 going to (inaudible). I was not involved. When I got
16 involved in this was when Craig came and asked me one
17 morning to go with him, please to Patrick Carr's office.

18 Craig was a grown man. I cannot run my affair and
19 his. What happened, I can't speak because he's no longer
20 here to defend himself, and I can't say what went on
21 because I don't have that -- I'm not knowledgeable about
22 that. Only thing I remember Patrick Carr told me to try
23 and contact Robert Vaux, that's when I came into Robert
24 Vaux, and I don't know anything else with what was going
25 on and what happened.

1 THE COURT: Anything else, ma'am?

2 MS. WHITE: There's nothing else I can say. I just
3 say, I never owned a boat and never will. I signed that
4 paper because I gave the man \$18,000 in cash.

5 THE COURT: Mr. Bowen?

6 MR. BOWEN: Your Honor, please attached to my
7 pleading there's a copy of a bill of sale from Mr. Joseph
8 Grimes who does hereby sell to Geraldine White and
9 Leonard Craig White, the vessel. And the bill of sale is
10 not typewritten, it's handwritten, number one. Number
11 two, it's signed by the purchaser, Geraldine White. Ms.
12 White and Mr. Craig White testified extensively in this
13 Court before Judge Dukes, there was a transcript of that.
14 Judge Dukes heard all of this on their motion to set
15 aside the judgment to begin with. Your Honor, I don't
16 have anything else, unless the Court has any questions.

17 MS. WHITE: Your Honor, I have something to say. I
18 just tried to explain what happened. I took this cash to
19 this person; he didn't even have anything to give me in
20 return. My request was to him, it was not my money and
21 it was cash. Will you please give me something showing
22 that I delivered this money because if anything happened
23 and my sister comes to me, that's \$18,000 I don't have.
24 And he went someplace and came back with a piece of paper
25 and wrote something on it. No, I didn't even see what it

1 was written to tell, maybe when I got something saying
2 that a judgment was on me, because that's how my
3 signature got there. I was protecting myself by being a
4 deliver person. And if I wanted to not tell the truth
5 and do what's wrong, I could have -- I could keep -- I
6 could have kept that, because I'm the one that put that
7 piece of paper out there. It was -- it's no place to be
8 found, because nothing is recorded. So, whatever it is,
9 I didn't -- I don't -- I never owned a boat and that's
10 why I covered myself by asking the person to please give
11 me something showing to take to my sister that I did not
12 -- that I -- that he got the money, that's the reason.

13 THE COURT: Ms. White, if you could help me
14 understand your issue with the lien is that it wasn't
15 recorded in the Register of Deeds office? The original
16 judgment lien for 202,000, if I understood you correctly,
17 your issue with that is it was never recorded in the
18 Register of Deeds office; is that correct?

19 MS. WHITE: Correct.

20 THE COURT: Okay. So, if it's not required to be
21 recorded in the Register of Deeds office, do you have
22 anything that says it's required to be recorded in the
23 Register of Deeds office?

24 MS. WHITE: No.

25 THE COURT: Okay. And I want to make something

1 clear to you on the record. Mr. Bowen said something, so
2 I want to make sure it's clear to everybody on the
3 record, the 2018804 case that I heard that I issued the
4 other order in which you had combined the 793 case, this
5 case, with the 804 case, when you brought those motions
6 to me as the Master-in-Equity, right. And I believe I
7 told you, and I believe it's in my order, I had no
8 jurisdiction because the only thing that was before me
9 that had been referenced was the 804 case. I had no
10 jurisdiction over the 793 case. So, I want to make sure
11 that it's clear to you why I'm now hearing the 793 case.

12 So, I wear two hats. I wear one as the Master-in-
13 Equity for Beaufort County, and any case that comes
14 before me as the Master-in-Equity of Beaufort County has
15 to be referred to me by order of reference. And that's
16 why as to your motions that dealt with the 793 case that
17 you brought in the 804 said I had no authority in which
18 to hear those, and I denied them, okay. The matter today
19 is brought to me in my capacity under a special term
20 court as a special Circuit Court judge.

21 I wear two hats, all right. That comes to me
22 without an order of reference; it just gets assigned to
23 me. And these motions were assigned to me under a
24 special term of court. So, you didn't ask, but I just
25 want to make sure it's clear in your mind that the reason

1 I can hear these today is because I'm not sitting as a
2 Master-in-Equity, I'm sitting as a special Circuit Court
3 judge by order of the Chief Justice, under an order from
4 him, in a special term of court. So, I am capable of
5 hearing Circuit Court motions and other things under that
6 hat that does not require the order of reference. I hope
7 that makes some sense, because I can tell you there are
8 lawyers that don't necessarily at times understand that.

9 And I just wanted to clear up any confusion you may
10 have as to why I told you last time, I'm sorry, ma'am, I
11 can't hear anything dealing with 793. And I couldn't.
12 The reason I can hear him today is because I'm sitting as
13 a special Circuit Court judge and these motions are under
14 a special term of court from Court Administration. Does
15 that somewhat make sense?

16 MS. WHITE: Yes, thank you Your Honor. Now,
17 everything is clear.

18 THE COURT: Okay, I just -- I want to make sure that
19 you understood because I was afraid when the 793 case
20 came over, you would go wait a minute, he told me last
21 time he couldn't hear this as the Master-in-Equity. So,
22 I'm not sitting as a Master-in-Equity today, I'm sitting
23 as a special Circuit Court judge for the Fourteenth
24 Judicial Circuit.

25 MS. WHITE: Thank you, Your Honor, for your

1 clarification.

2 THE COURT: Yes, ma'am. Don't know that you have
3 any questions about that --

4 MR. BOWEN: I do not.

5 THE COURT: -- because you've seen it before and I
6 think both -- I do believe that Judge Clemmons sat as a
7 special Circuit Court judge. I know Judge Coltrane did
8 and I absolutely know that Judge Dukes did. So, it's not
9 uncommon in the larger counties, I think out of the 23
10 Masters-in-Equities, eight of us from the larger counties
11 are also special Circuit Court judges to help out, so.
12 All right. Anything further from either party?

13 MR. BOWEN: Not from the Plaintiff, Your Honor.

14 THE COURT: Okay. Ms. White, anything further?

15 MS. WHITE: No, Your Honor.

16 THE COURT: Okay. I will go back and I will read
17 through -- and thank you for both giving me what you've
18 given me. I'll go back and read through it and I will
19 get something out to you all shortly. All right?

20 MS. WHITE: Yes, Your Honor.

21 THE COURT: All right.

22 MS. WHITE: Thank you.

23 MR. BOWEN: Your Honor, would you like a copy of the
24 attorney's fee affidavit or you just want to do --

25 THE COURT: I have it right here. It's good. It's

1 in the record. I appreciate that though.

2 MR. BOWEN: Yes, sir.

3 THE COURT: All right. If there's nothing further,
4 we're adjourned and we'll click off the --

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6 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

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CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Beaufort

I, JESSICA ANTONUCCI, a certified transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had, and evidence introduced in the hearing of the captioned case, relative to appeal, in South Carolina Common Pleas Court, Beaufort County, South Carolina, on the 20th day of January, 2026.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Jessica Antonucci

Jessica N. Antonucci

Transcriber

May 29, 2026