



STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Nextgear Capital, Inc.

Plaintiff(s),

v.

William Dale Evans

Defendant(s)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CASE NO: 2026-CP-15-00164

**ORDER DENYING DEFENDANT'S
MOTION FOR RELIEF**

RECEIVED

Oct 08 2026

SC Court of Appeals

Defendant's motion to reconsider filed on 8/10/2026 came before the court on 9/1/2026. The Court heard extensive arguments and thoroughly reviewed the filings and conducted its own research.

The court finds the following; the foreign judgment was authenticated in accordance with the relevant state statute of South Carolina as it can be filed in any county where the debtor resides or owns real or personal property. (S.C. Code 1976 §15-35-920). Upon filing, the foreign judgment must be docketed and indexed in the same manner as a judgment of the state of South Carolina, and a judgment so filed has the same effect and is subject to the same defenses as a judgment of this state. *Id.* As an initial finding, a foreign judgment was obtained in the state of Indiana against William Dale Evans and was dually recorded. The court further finds that the foreign judgment was authenticated and filed with the clerk of court in Dorchester County on 06/09/2025 and Colleton County upon a change of venue on 03/02/2026.

The court notes that a foreign judgment that is regular on its face generally may not be collaterally attacked. (*Carson v. Vance*, 326 S.C. 543 (1997)). The Defendant's argument that the

ELECTRONICALLY FILED - 2026 Sep 08 12:32 PM - COLLETON - COMMON PLEAS - CASE#2026CP1500164

jurisdiction clause was invalid under Indiana law fails. The court finds that the forum selection clause is reasonable and just under the circumstances. The Defendant has the burden of proof and has merely stated that the language in the particular section was not conspicuous, was unconscionable, and overreaching. The court was provided little to any specifics as to why it is in fact unreasonable under the circumstances.

Furthermore, the court finds no evidence of fraud or overreaching. There was no evidence to support the notion that Defendant did not have the opportunity to review the contract, discuss the contract with a lawyer, nor any evidence to support that the Defendant did not understand the contract language. There was no evidence of pressure towards Defendant. Finally, the Defendant did not provide information in any way that this contract clause was not freely negotiated. Having reached these findings, the court believes that the forum selection clause is consistent with Indiana law. See (*Grott v. Jim Barna Log Sys.-Midwest*, 794 N.E.2d 1098, 1102 (Ind. Ct. App. 2003)) (stating under Indiana Law, forum selection clauses are enforceable if: (1) they are reasonable and just under the circumstances; (2) there is no evidence of fraud or overreaching such that the agreeing party, for all practical purposes, would be deprived of a day in court; and (3) they were freely negotiated).

The court notes that an argument was made regarding Indiana Rules of Civil Procedure Rule 10(c). Defendant asserts as a result of the affidavit of service not reflecting the exhibits were served with the alias complaint, that service was improper. Defendant has produced no testimony that the exhibits were not attached and further states that in his affidavit he does not remember being served with any document. Given these facts, the court finds that the Defendant failed to provide proof that the exhibits were not served. Further, the exhibits were referenced in

the alias complaint and incorporated therein, which leads the court to conclude that they were in fact attached.

Finally, the court believes that under South Carolina law the jurisdiction clause is valid. The evidence suggests this agreement to be an arm's length based transaction and furthermore there was no evidence of fraud or misrepresentation. Mere unequal bargaining power without more is insufficient to establish overreaching. Courts have upheld forum selection clauses even where one party was a small closely held corporation and the other was a large national company. (*Atlantic Floor Services, Inc. v. Wal-Mart Stores, Inc.*, 334 F.Supp.2d 875 (2004)). Therefore, the court concludes that the prior order of this court denying relief is affirmed as modified in this order.

IT IS SO ORDERED!

Colleton County, South Carolina
September __, 2026

The Honorable Robert J. Bonds
Presiding Judge



Colleton Common Pleas

Case Caption: Nextgear Capital Inc. VS William Dale Evans
Case Number: 2026CP1500164
Type: Order/Other

So Ordered

s/ Robert Bonds, 2770