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STATE OF SOUTH CAROLINA  
COUNTY OF CHEROKEE  
BRANCH BANKING AND TRUST  
COMPANY,

Plaintiff,

vs.

PAPA OIL CO., LLC a/k/a PAPA OIL, LLC,  
ANJAY R. PATEL, DEVANG AMIN, and  
GUPTESHWAR PATHAK,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011-CR-140722

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JUL 06 2015

SC Court of Appeals

ORDER OF JUDGMENT

FILED IN OFFICE OF  
CLERK OF COURT  
CHEROKEE COUNTY, S.C.  
2015 MAR 12 AM 9 40  
BRANDY W. MOBEE

**IT APPEARING** that the parties having appeared before this Court on Tuesday, February 24, 2015 regarding the non-jury trial of the above-referenced matter. The Plaintiff, Branch Banking and Trust Company, was represented by Alex Timmons of Clawson and Staubes, LLC. Defendants Papa Oil Co., LLC a/k/a Papa Oil, LLC and Devang Amin were represented by Craig Allen. Defendant Gupteshwar Pathak was represented by Scott Talley.

**IT FURTHER APPEARING** that the Plaintiff Branch Banking and Trust Company presented its case against Defendant Papa Oil Co., LLC a/k/a Papa Oil, LLC (hereinafter "Papa Oil") on a theory of collection pursuant to a Promissory Note wherein Plaintiff provided credit to Papa Oil in exchange for a promise to pay \$500,000.00, plus interest. At trial, Plaintiff presented evidence which established that Papa Oil defaulted under the terms of the Promissory Note by reason of its failure to make monthly payments when due. As a result, as of the date of trial, there was an outstanding balance of \$76,880.51 in principal and \$22,181.63 in interest, for a total amount outstanding of \$99,062.14. Further, the Promissory Note provides for interest to be recovered in the amount of 8.25% per annum and for the recovery of all costs of collection, including reasonable attorneys fees.

**IT FURTHER APPEARING** that the Plaintiff Branch Banking and Trust Company presented its case against Defendants Devang Amin and Gupteshwar Pathak on a theory of collection pursuant to Guaranty Agreements wherein said Defendants personally

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guaranteed payment of all obligations of Papa Oil, plus costs, fees and any other obligation due Plaintiff under the Promissory Note. The obligations of Defendants Devang Amin and Gupteshwar Pathak pursuant to the Guaranty Agreements are primary, unconditional, and joint and several. As of the date of trial, there was an outstanding balance of \$76,880.51 in principal and \$22,181.63 in interest, for a total amount outstanding of \$99,062.14. Further, the Promissory Note provides for interest to be recovered in the amount of 8.25% per annum and for the recovery of all costs of collection, including reasonable attorneys fees.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Defendants Papa Oil Co., LLC a/k/a Papa Oil, LLC, Devang Amin, and Gupteshwar Pathak, jointly and severally, are obligated to re-pay Plaintiff Branch Banking and Trust Company \$76,880.51 in principal and \$22,181.63 in interest from the date of default through trial, for a total obligation of \$99,062.14. Moreover, Plaintiff is entitled to collect attorneys fees and costs. Pursuant to the terms of the Promissory Note and the Guaranty Agreements, Plaintiff is entitled to attorneys fees in the amount of 15% of the outstanding principal and interest, or \$14,859.32. Pursuant to the affidavit of counsel for Branch Banking and Trust Company, Andrew Carson, plaintiff has incurred costs in the amount of One Thousand Five Hundred Seventy-five and 62/100 Dollars (\$1,575.62). This Order shall be deemed Judgment against the Defendants Papa Oil Co., LLC a/k/a Papa Oil, LLC, Devang Amin, and Gupteshwar Pathak, jointly and severally, for the principal and interest in the amount of Ninety-nine thousand sixty-two and 14/100 Dollars (\$99,062.14), plus attorneys fees in the amount of Fourteen Thousand Eight Hundred Fifty-nine and 32/100 Dollars (\$14,859.32), plus costs in the amount of One Thousand Five Hundred Seventy-five and 62/100 Dollars (\$1,575.62), for a total Judgment of One Hundred Fifteen Thousand Four Hundred Ninety-seven and 08/100 Dollars (\$115,497.08), plus interest at the rate of judgment until paid in full.

**IT IS SO ORDERED.**

*12 March*, 2015  
*Goffney, SC*

*R. Keith Kelly*  
The Honorable R. Keith Kelly

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CLERK OF COURT  
CHEROKEE COUNTY, S.C.  
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STATE OF SOUTH CAROLINA )

COUNTY OF CHEROKEE )

Branch Banking and Trust  
Company )

Plaintiff, )

vs. )

Papa Oil Co., LLC a/k/a Papa Oil, LLC,  
Anjay R. Patel, Devang Amin, and  
Gupteshwar Pathak )

Defendants. )

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT  
C.A. NO.: 2011-CP-41-0722. **RKK**

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JUL 06 2015

SC Court of Appeals

ORDER

BRADY W. MOBEE

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CLERK OF COURT  
CHEROKEE COUNTY, S.C.

NOW COMES BEFORE THE COURT Defendant's Motion for Reconsideration, dated April 10, 2015. The present action arises out of the Court issuing a judgment in favor of the Plaintiff allowing for the collection of One Hundred Fifteen Thousand Four Hundred Ninety-seven and 08/100 Dollars (\$115, 497.08), plus interest at the rate of judgment until paid in full.

All parties came before the Court in a non-jury bench trial on Tuesday, February 24, 2015 regarding the collection of debt pursuant to a Promissory Note signed between Plaintiff and the Defendants. According to the Promissory Note, Plaintiff agreed to provide credit to Papa Oil in exchange for a promise to pay \$500,000 plus interest. At trial, it was determined that Papa Oil defaulted under the terms of the agreement by failing to make monthly payments when due. As of the date of trial, the outstanding debt was calculated at \$76,880.51 in principal and \$22,181.63 in interest for a total of \$99,062.14. The Promissory Note also provided for interest to recovered in the amount of 8.25% per annum and for the recovery of all costs of collection, including reasonable attorney's fees. A Guaranty Agreement was also signed the between the parties setting out the same terms as the Promissory Note.

NOW, THEREFORE, IT IS ORDERED in light of the facts presented that the

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Defendant's Motion to Reconsider dated April 10, 2015 is denied.

**AND IT IS SO ORDERED.**

  
The Hon. R. Keith Kelly  
Seventh Judicial Circuit

May 27 2015  
Cherokee, South Carolina

FILED IN OFFICE OF  
CLERK OF COURT  
SHERIFF'S OFFICE, S.C.  
2015 MAY 27 PM 2 35  
BRANDY W. MOBEE