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The State of South Carolina
In the Court of Appeals

RECEIVED

JUN 08 2015

SC Court of Appeals

Appeal from Richland County
Court of Common Pleas
Fifth Judicial Circuit

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AUG 03 2015

SC Court of Appeals

Honorable De Andrea G Benjamin
Circuit Court Judge

Case No. 2014-CP-40-3488

David F Ford II

Respondent

v.

Richard G. Campanaro

Appellant

APPEAL

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General Summary: Since the inception of case 2014-CP-40-3488, as will be noted throughout this appeal, the Court of common Pleas (the "Court") completely ignored any and all written documents submitted by Defendant, Richard G. Campanaro, with the exception of the Defendant's initial request to delay a trial; the Court failed to communicate, whatsoever, with the defendant from the beginning of the lawsuit up to, and including, the judgement entered by the Court on March 25, 2015. The Court failed to respond to any and all motions for mediation and/or dismissal of the case filed by the Defendant and the Court failed to notify the Defendant of the trial at which a decision was rendered.

Statement of Issues on Appeal: Richard G. Campanaro appeals the judgment of the Honorable L. Casey Manning dated April 7, 2015 for the following reasons:

1. The Court failed to provide proper notice of Trial. (see dates appended to Order for Judgment, the date stamp on the envelope that contained notice of trial to be on March 25, the date processed by post office and the date the Clerk of court actually signed the form of notice) **SEE APPENDIX B.** Please note that page 1 is stamped on March 25 at 12:49PM, which is AFTER the trial was to have taken place. The stamp on the envelope is March 30 and the post office processed it on March 31. Defendant received the notice on April 7, all AFTER the trial date of

the 25th. How can the Court state in its Order for Judgment that the Defendant had "proper notice of date, time and place of trial"? Please also note on page 1 of notice that the Clerk of Court actually signed the form on March 26, which, again, is AFTER the trial that this form was to notify Defendant of. Further to this failure to notify the Defendant, the Plaintiff's attorney sent Richard G. Campanaro notice of trial date and time. This letter was dated March 23 but contains no official court notice. The date stamp is March 23; the post office processed it on March 24 and it was received on March 27, two days after the trial. How did the Plaintiff's attorney obtain knowledge of the trial date and time but not the Defendant? It would seem, at best, that the Court failed in it's responsibility to keep the Defendant notified of various important matters in this case.

2. The Court failed to respond to any of the Defendant's motions for mediation and/or dismissal throughout the entire process. There was no notification from the Court of denial or acceptance. These motions (attached and noted in the Table of Contents) included **(a)** early notification to the Court of an address change by the Defendant to a different state, which the Court indicated it was not aware of); **(b)** motion requesting the Court to transfer the case to Mediation pursuant to Court Annexed Alternative Dispute Resolution Rules; **SEE APPENDIX C.** **(c)** motion for dismissal originally filed on January 23, 2015 and requested again on March 16, 2015; **SEE APPENDIX D (TWO REQUESTS)** **(d)** requests of the Court to have Plaintiff respond, in kind, to Requests for Production and Defendant's Request for Interrogatories, which were never received by Defendant.
3. The Courts "Findings of Fact". The Court determined that Mr. Campanaro had proper notice of trial date but "failed to attend court". Thus, upon motion of the Plaintiff, the Defendant's general denial answer was stricken for lack of prosecution. Subsequently, the court stated that

“upon the evidence” the (1) “plaintiff loaned the Defendant money on three occasions for the Defendant’s use, once by check to the Defendant, once by a check to pay the Defendant’s debt to the South Carolina Department of Revenue and once cash to stave of an eviction.” These findings of fact are false and, in fact, there was absolutely no evidence of a loan (no stated interest rates, no stated re-payment structure, no loan document whatsoever). If there was “evidence” it should have been made available to the Defendant prior to trial. Further, the court found that (2) the total amount of loans was \$12,494.00. This, too, is absolutely incorrect. If there was any amount of money stipulated, it should have been part of the Plaintiff’s response to the “Defendant’s Request for Production” , which was never provided.

Statement of the Case:

On or around May 28, 2014, Plaintiff, David F. Ford, II, filed a lawsuit against Richard. G. Campanaro claiming a loan was made to Mr. Campanaro and was left unpaid. Prior to civil action, the Plaintiff tried to “strong-arm” Mr. Campanaro into signing an agreement of debt, threatening him in the process. When Mr. Campanaro refused to sign the agreement of debt, Mr. Ford engaged the services of his current attorney who sent the defendant a notice, dated May 20, 2014, outlining payment terms acceptable to the Plaintiff, but added that the agreement needed to be returned by the next day (May 21, 2014) otherwise civil action would take place. **SEE APPENDIX E.** In addition, prior to the Civil Action, Mr. Campanaro lived in Columbia, So. Carolina but, just previous to being notified of the claim, he accepted a job offer requiring relocation to Pennsylvania. On or around May 5, 2015, Defendant denied the claims of the Plaintiff and also notified the Court of his new address. Mr. Campanaro maintains that money, in the amount of \$10,000 (not \$12, 494.00) was exchanged, but that it was for a business venture both parties had entered into and that the Plaintiff, for unexplained reasons, decided not to pursue, but only after the Defendant

had spent a total of approximately 96 hours creating marketing material and establishing meeting and training protocols. Further, business was affected and closed upon by the Defendant and any subsequent commission as a result of the sale was to be placed in an LLC (of which Mr. Ford was to be a member, as agreed upon by both parties). Upon the closing of the case, the client, whom Mr. Ford referred, backed out without explanation, causing the Defendant a loss of approximately \$17,000.

Ultimately, a trial was held on March 25, for which Mr. Campanaro was given no notice of. The trial Judge found in favor of the Plaintiff but did so, apparently, on the basis of the Plaintiff's verbal claims, because there was absolutely no evidence of any loan provided to the Defendant or to the Court via Defendant's Requests for Production.

Conclusion:

The Defendant's denies that there was any loan made by the Plaintiff to the Defendant.

Defendant also claims that the Court failed to provide him with any timely notice of trial; that all such notices were presented to him after the trial; and that the Judge erred in finding in favor of the Plaintiff. Therefore, Defendant requests that either a new jury trial be held or that the matter be transferred to Mediation pursuant to Court Annexed Alternative Dispute Resolution Rules.

Respectfully Submitted:

June 2, 2015



Richard G. Campanaro

137 Scarborough Lane

Millersville, PA 17551

803 348 4556

Attorney Pro Se

5

APPENDIX A

David F. Ford II

Richard G. J. Campanaro

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or
	<input type="checkbox"/> Self-Represented Litigant

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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- 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:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

2015 APR -7 PM 1:51
 SCRPC 2015

W. J. Ward, Jr.
Circuit Court Judge

206
Judge Code

3-20-15
Date
3-25-15
(2)

For Clerk of Court Office Use Only

This judgment was entered on the 7 day of Apr, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 7 day of Apr, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Tobias Gavin Ward, Jr.

Richard G. J. Campanaro

ATTORNEY(S) FOR THE PLAINTIFF(S)

Janette W. Ward
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

DAVID F. FORD, II,

Plaintiff(s),

-vs-

Richard G. "Jerry" Campanaro,

Defendant.

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
)

) CIVIL ACTION NO.:2014-CP-40-3488
)
)

) ORDER FOR JUDGMENT
)
)

FILED
2015 APR -7 PM 1:51
C.P. & C.V.

This civil action came before me for trial on March 25, 2015. The record is clear that the Defendant had proper notice of the date, time and place of trial, but failed to attend court. After the civil action was called for trial, upon motion of the Plaintiff, the Defendant's general denial answer was stricken for lack of prosecution. The Defendant not being present and his answer having been stricken, the trial proceeded with the Plaintiff and his counsel. Based upon the evidence before the court, I make the following:

FINDINGS OF FACT

1. The Plaintiff loaned the Defendant money on three occasions for the Defendant's use, once by a check to the Defendant, once by a check to pay the Defendant's debt to the South Carolina Department of Revenue, and once cash to stave off an eviction.
2. The total amount of the loans was Twelve Thousand Four Hundred Ninety Four and no/100 Dollars (\$12,494.00).


Based upon the foregoing findings of fact, I make the following:

CONCLUSIONS OF LAW

3. The Plaintiff is entitled to judgment against the Defendant for the money loaned and not repaid.

4. The judgment should be in the amount of Twelve Thousand Four Hundred Ninety Four and no/100 Dollars (\$12,494.00) and 8.75% interest on that amount from September 2013 at the statutory legal rate of interest pursuant to §34-31-20 (A), which is One Thousand Seven Hundred Four Dollars and Thirty Cents (\$1,704.30).

NOW, THEREFORE, the Plaintiff is awarded judgment against the Defendant in the amount of Fourteen Thousand One Hundred Ninety-eight Dollars and Thirty-Cents (\$14,198.30), plus court costs.


The Honorable L. Casey Manning
Presiding Judge

Dated: March 31, 2015

Richard G Jerry Campanaro
137 Scarborough Lane
Millersville, PA 17551

APPENDIX B

TOBIAS G. WARD, JR., PA
— ATTORNEYS AT LAW —

TOBIAS G. WARD, JR.
tw@tobywardlaw.com

J. DERRICK JACKSON
dj@tobywardlaw.com

March 23, 2015

VIA EMAIL AND US MAIL

Richard G. "Jerry" Campanaro
137 Scarborough Lane
Millersville, PA 17551
jerry.campanaro@yahoo.com

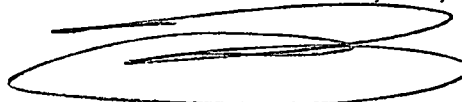
Re: David F. Ford, II v Richard G. "Jerry" Campanaro
Civil Action No.:2014-CP-40-3488

Dear Mr. Campanaro:

The above referenced civil action is scheduled for trial. Please find enclosed a copy of the Trial Notice. The parties should attend court at the Richland County Judicial Center, 1701 Main Street, Columbia, SC 29201 on March 25, 2015 at 9:00 am for assignment of the trial judge and courtroom and trial of this civil action that day.

Sincerely,

TOBIAS G. WARD, JR., PA



Tobias G. Ward, Jr.

TGW, Jr.:wrc

cc: David F. Ford, II, J.D., LL.M. (w/enclosure)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

DAVID F. FORD, II ,

Plaintiff(s),

-vs-

Richard G. "Jerry" Campanaro,

Defendant(s).

)
) IN THE COURT OF COMMON PLEAS
)
)
) CIVIL ACTION NO.:2014-CP-40-3488
)
)
)
) TRIAL NOTICE
)
)
)
)
)

TO THE DEFENDANT ABOVE NAMED:

PLEASE TAKE NOTICE that this civil action is scheduled for trial; the parties should attend court at the Richland County Judicial Center, 1701 Main Street, Columbia, SC 29201 on March 25, 2015 at 9:00 am for assignment of the trial judge and courtroom and trial of this civil action that day.

TOBIAS G. WARD, JR., PA

BY: 

Tobias G. Ward, Jr., Esquire
P.O. Box 6138
Columbia, SC 29260
(803) 708-4200
Attorney for the Plaintiff

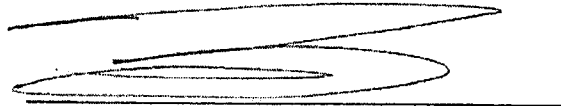
Dated: March 23, 2015

CERTIFICATE OF SERVICE

I, Tobias G. Ward, Jr., Attorney of the law firm of TOBIAS G. WARD, JR., PA, attorneys for the Plaintiff, do hereby certify that I served the foregoing Trial Notice on the Defendant by e-mail and United States Mail, post prepaid, on March 23, 2015, addressed as follows:

Richard G. "Jerry" Campanaro
137 Scarborough Lane
Millersville, PA 17551.

jerry.campanaro@yahoo.com

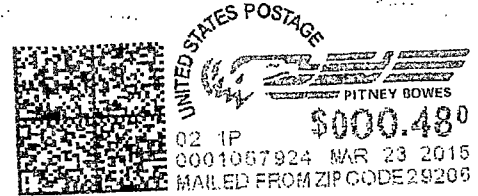
A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, positioned above the printed name.

Tobias G. Ward, Jr.

TOBIAS G. WARD, JR., PA
— ATTORNEYS AT LAW —
P.O. Box 6138, Columbia, SC 29260

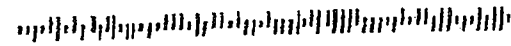
*recd
3/27/15*

COLUMBIA
SC 29260
24 MAR 15
PM 3:11



Richard G. "Jerry" Campanaro
137 Scarborough Lane
Millersville, PA 17551

17551952037



APPENDIX C

2

State of South Carolina)

County of Richland)

In the Court of Common Pleas

David F. Ford, II)

Fifth Judicial Circuit

Plaintiff,)

CIA No.: 14-CP-40 3488

vs .)

Answer

Richard G. "Jerry" Campanaro)

(Non-Jury)

Defendant)

(debt collection)

Submitted by: Richard G. Campanaro

Address: 137 Scarborough Lane,
Millersville, PA 17551

Defendant will defend himself in this action (Pro-Se)

Telephone #: 803 348 4556


Email: jerry.campanaro@yahoo.com

Defendant, answering the Plaintiff, responds that:

1. Deny. As of June 3, 2014, Richard G. "Jerry" Campanaro is a resident of Pennsylvania at: 137 Scarborough Lane, Millersville, PA 17551. Phone # is: 803 348 4556.
2. Deny
3. Deny
4. Deny
5. Defendant requests the Court to direct this dispute/matter to Mediation, pursuant to the Court Rule 3(a) (Mediation).

Respectfully Submitted,

By:



Richard G. Campanaro

Pro-Se Defendant

137 Scarborough Lane, Millersville, PA 17551

893 348 4556

APPENDIX D

State of South Carolina)

County of Richland)

The Honorable Judge L. Casey Manning

David F. Ford, II)

Plaintiff,)

CIA No.: 14-CP-40 3488

vs)

Richard G. "Jerry" Campanaro)

Defendant)

TO: The Honorable Judge L. Casey Manning, Chief Administrative Judge, Fifth Judicial Circuit

Dear Judge Manning:

I, Richard G. Campanaro, the defendant in the above case, hereby requests a dismissal of the Motion For Summary Judgment for the following reason(s).

1. Plaintiff has not produced evidence of a loan; no loan document or any loan particulars such as interest rate or maturity. In fact, there was no loan made by Plaintiff to Defendant. It was a business deal that failed, in part, because the Plaintiff did not fulfill his responsibilities.
2. Defendant sent \$25 for such a request in the previous letter dated January 17, 2015.

Respectfully Submitted,

By: 

Richard G. Campanaro

Pro-Se Defendant

137 Scarborough Lane, Millersville, PA 17551

803 348 4556

jerry.campanaro@yahoo.com

Dated: January 23, 2015

CERTIFICATE OF SERVICE

I, Richard G. Campanaro, defendant, hereby certify that I served a copy of the to the Plaintiff's attorney, by United States Mail, post prepaid, on January 23, 2015; addressed as follows:

Tobias G. Ward, Jr., PA

Post Office Box 6138
Columbia, SC 29260

A handwritten signature in black ink, appearing to read 'R. Campanaro', written over a horizontal line.

Richard G. Campanaro


State Of South Carolina
County of Richland

CIA No.: 14-CP-40-3488

To: Honorable Judge L. Casey Manning, Chief Administrative Judge, Fifth Judicial Circuit

Dear Judge Manning:

Please see attached. The original request was sent January 23, 2015. I have not received a decision regarding this request.

Respectfully submitted
By: 
Richard G. Campanaro

Dated March 16, 2015

State of South Carolina)

County of Richland)

The Honorable Judge L. Casey Manning

David F. Ford, II)

Plaintiff,)

CIA No.: 14-CP-40 3488

vs)

Richard G. "Jerry" Campanaro)

Defendant)

TO: The Honorable Judge L. Casey Manning, Chief Administrative Judge, Fifth Judicial Circuit

Dear Judge Manning:

I, Richard G. Campanaro, the defendant in the above case, hereby requests a *dismissal* of the Motion For Summary Judgment for the following reasons.

1. Defendant's professional employment will preclude him from being present during the week of March 23, 2015.
2. Defendant respectfully objects to the timing of this roster hearing as, to date, the Plaintiff has not produced one bit of evidence of a loan; no loan document or any loan particulars such as interest rate or maturity. In fact, there was no loan made by Plaintiff to Defendant. It was a business deal that failed because the Plaintiff did not fulfill his responsibilities. There is a serious difference in understanding and, for this reason, I have requested, since Court action was taken, mediation of the matter.
3. Defendant has included a check for \$25 to the court for continuance of the Motion in question. Please accept that as payment for continuance request for the upcoming scheduled date(s).

Respectfully Submitted,

By: 

Richard G. Campanaro

Pro-Se Defendant

137 Scarborough Lane, Millersville, PA 17551

803 348 4556

jerry.campanaro@yahoo.com

Dated: March 16, 2015

CERTIFICATE OF SERVICE

I, Richard G. Campanaro, defendant, hereby certify that I served a copy of the Response to Plaintiff's Interrogatories to the Plaintiff's attorney, by United States Mail, post prepaid, on March 16, 2015; addressed as follows:

Tobias G. Ward, Jr., PA
Post Office Box 6138
Columbia, SC 29260



Richard G. Campanaro

APPENDIX E

TOBIAS G. WARD, JR., PA
— ATTORNEYS AT LAW —

TOBIAS G. WARD, JR.
tw@tobywardlaw.com

J. DERRICK JACKSON
dj@tobywardlaw.com

May 20, 2014

Richard G. "Jerry" Campanaro
1625 Heyward Street
Columbia, S.C. 29202

RE: David F. Ford, II

Dear Mr. Campanaro:

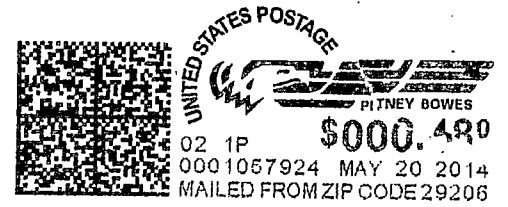
This letter shall serve as the settlement offer of my client David F. Ford, II for your repayment of the \$12,494 debt due Mr. Ford.

The terms of this offer are as follows:

- 1) If you accept this offer of settlement, you agree you will pay Mr. Ford \$9,000, and Mr. Ford agrees he will accept this amount in satisfaction of the \$12,494 debt due him so long as payment is made as follows: an initial payment in the amount of \$1,000 will be made by June 2, 2014, and the balance of \$8,000 shall be paid in 8 monthly installments of not less than \$1,000 commencing July 1, 2014.
- 2) All payments shall be made to Tobias G. Ward, Jr., PA and delivered to: ATTENTION: Tobias G. Ward, Jr., Tobias G. Ward, Jr., PA, PO Box 6138, Columbia, SC 29260, and all payments shall be in the form of a cashier's check or money order.
- 3) In the event the initial payment of \$1,000.00 is not received by June 2, 2014, or any subsequent payment is not received by the 5th of the month, this agreement shall be in default; in the event of default, your rights pursuant under this agreement shall terminate immediately, and Mr. Ford may commence collection of the entire balance then due on the original debt as provided by law.
- 4) Provided you are not in default under this agreement, the payments received will be applied against the \$8,000.00 balance, and interest will not accrue.

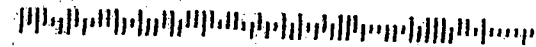
TOBIAS G. WARD, JR., PA
— ATTORNEYS AT LAW —

P.O. Box 6138, Columbia, SC 29260



Richard G. "Jerry" Campanaro
1625 Heyward Street
Columbia, S.C. 29202

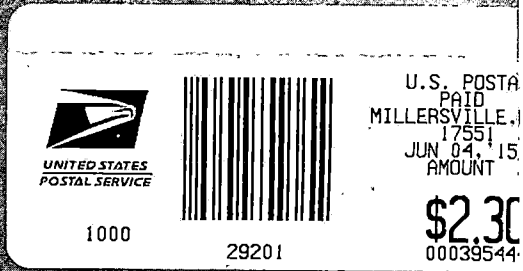
29206320225



CDL LHO
1
PA 17551

TO:

JENNY ARBON KITCHINGS
CLERK OF COURT SOUTH CAROLINA
1220 SENATE ST.
COLUMBIA, SC 29201



RECEIVED

JUN 08 2015

SC Court of Appeals