

21877

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
MAR 05 2015
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master-In-Equity

'Case No. 2009-CP-10-685
Appellant Case No. 2014-001345

Charleston Harbor Resort and Marina,

Respondent,

v.

Paul A. Davis,

Appellant.

RECORD ON APPEAL

Paul A. Davis
14639 C.R. Koon Highway
Newberry, S.C. 29108
803-321-7414
Appellant Pro Se

William A. Scott
772 St. Andrews Blvd.
Charleston S.C. 29407
843-556-5656
Attorney for Respondent

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ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 09-JG-10-685

CHARLESTON HARBOR
RESORT & MARINA,

Plaintiff,

vs.

PAUL DAVIS,

Defendant.

ORDER

FILED
2014 APR 18 AM 11:31
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

This matter came before the Court on August 19, 2013 on the Motion for Relief from Judgment by the Defendant, Paul Davis (hereinafter "Davis"). The Defendant was represented by John Hughes Cooper and the Plaintiff, Charleston Harbor Resort and Marina (hereinafter "Marina"), was represented by William A. Scott.

This matter involves a complaint for breach of a License Agreement for Dockage (the "Agreement") entered into between the Marina and Davis for a 45' sailboat (hereinafter, the "Vessel"). The Marina filed a Complaint in the Small Claims Court and received a judgment against Davis for \$5,286.56 on April 3, 2009. The Plaintiff filed a motion ~~and~~ ^{MR} for supplemental proceedings. The Defendant filed this Motion for Relief from Judgment on June 14, 2013 and contends the judgment must be set aside as void for failure to properly serve Davis. The Marina contends Davis' Motion should be denied for six reasons: (1) the Motion is untimely, as Davis knew about the Judgment by at least June 11, 2012; thus, over a year passed before the Motion for Relief from Judgment was filed on June 14, 2013; (2) the Plaintiff served the only entity it could

based on false and misleading information provided by the Defendant, Paul Davis; (3) there is no evidence that Mr. Davis did not know about the Complaint or the Judgment; (4) there is no meritorious defense as Davis does not contest that the debt is owed or that the amount is incorrect; (5) this is really an untimely appeal of a Judgment from the Small Claims Court and should be denied; and (6) if granted the case must be remanded to the Small Claims Court and Mr. Davis will incur a greater judgment against him. Based on the Agreement, Mr. Davis would be subject to additional attorney's fees, costs, and prejudgment interest at a higher rate than post judgment interest now accruing.

Based on the undisputed facts, the law and the arguments of counsel, Defendant's Motion for Relief from Judgment is denied.

FACTS

On May 26, 2005, the Vessel was purchased by Chesapeake Venture Corp., a Delaware corporation. The Vessel was documented with the USCG, documentation No. 1056595. On June 30, 2006, the documentation expired. At that time, the owner was listed at Chesapeake Venture Corp., 101 North Fairfield Drive, Dover, DE 19901.

On April 19, 2007, Paul Davis entered into the Agreement for dockage with Charleston Harbor Resort and Marina. Paul Davis listed himself as "Owner," with the address of 101 North Fairfield Drive, Dover, DE 19901-5720.

On March 1, 2008, the charter for Chesapeake Venture Corp. was revoked for non-payment of taxes and/or failure to file a complete annual report.

In May 2008, Davis took the Vessel from the Marina, and on May 27, 2008, Davis entered into a Dockage Agreement with Sunset Cay Marina, Folly Beach. Davis listed his address as

14639 O.R. Koon Hwy, Newberry, SC 29108.

On January 16, 2009, the Marina filed a Complaint against Davis in Small Claims Court for unpaid dockage. On January 28, 2009, the Complaint was sent via U.S. Mail to Paul Davis at 101 North Fairfield Drive, Dover, DE 19901. The letter was not returned by the U.S. Mail. On February 4, 2009, a process server served the Complaint on Joyce Lockhart as registered agent for Paul Davis at 505 Brookfield Drive, Dover, Delaware. Ms. Lockhart was and is employed by Corporate Systems, Inc. The Court understands the address for Corporate Systems, Inc. changed from 101 North Fairfield Drive, Delaware, to 505 Brookfield Drive, Dover Delaware. Davis did not file an Answer or otherwise appear in the underlying action.

On April 3, 2009, judgment was entered against Paul Davis by Small Claims Court in the amount of \$5,286.56. On April 28, 2009, the Transcript of Judgment was filed in Circuit Court.

In connection with litigation between Sunset Cay Marina and Davis for failure to pay dockage, the attorneys for Sunset Cay Marina, who also represents the Plaintiff in this action, sent a settlement proposal to the attorney for Paul Davis, Wendy Keefer, and stated, "There is an existing Judgment against Mr. Davis in favor of Charleston Harbor Resort and Marina for \$5,286.56" Ms. Keefer forwarded the letter to Davis on June 11, 2012.

In the pending litigation in Circuit Court between Sunset Cay Marina and Davis, Davis claimed to be the owner of the Vessel and a resident of Newberry County. Davis alleged in his Answer that "an entity owned solely by Davis is the registered owner of the vessel but that entity no longer exists or operates and that its property is now the property of Davis." Most recently, on June 18, 2013, Davis filed a complaint in federal court against Gary Schwab, d/b/a Sunset Cay Marina, claiming the Vessel was owned by Chesapeake Venture Corp. and that he was not the

owner of the Vessel, but that he had chartered it.

DISCUSSION

The Defendant moves for an Order pursuant to Rule 60(b)(4) for relief from the Judgment because the Judgment is void. The Defendant contends the Court had no personal jurisdiction over the Defendant because he was never properly served; therefore, the Judgment is void and must be set aside.

The Supreme Court recently explained that “[a] void judgment is one that, from its inception, is a complete nullity and is without legal effect[.]” *Thomas & Howard Co. v. T.W. Graham & Co.*, 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995). ‘The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction.’ *Universal Benefits, Inc. v. McKinney*, 349 S.C. 179, 183, 561 S.E.2d 659, 661 (Ct.App.2002) (quoting *McDaniel v. U.S. Fid. & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct.App.1996)); *see also BB & T*, 369 S.C. at 551, 633 S.E.2d at 503 (‘A judgment is void if a court acts without personal jurisdiction.’). ‘A judgment is not rendered void by irregularities which do not involve jurisdiction.’ *Universal Benefits, Inc.*, 349 S.C. at 183, 561 S.E.2d at 661.” *Ware v. Ware*, 404 S.C. 1, 734 S.E. 2d 817, 822 (2013).

The resolution of this matter requires the resolution of two issues: (1) was the Defendant properly served; and (2) is the Defendant entitled to relief under Rule 60 (b)(4)?

1. Was The Defendant Properly Served?

The principal object of service of process is to give notice to the defendant of the proceedings against it. Rule 4 of the South Carolina Rules of Civil Procedure (SCRCP) serves at

least two purposes. First, it confers personal jurisdiction on the Court; and, second, it assures the defendant of reasonable notice of the action. Exact compliance with the Rules is not required to effect service of process. The Court must inquire whether the plaintiff had sufficiently complied with the Rules such that the Court has personal jurisdiction of the defendant and the defendant has notice of the proceedings. *Mull v. Ridgeland Realty, LLC*, 387 S.C. 479, 485, 693 SE 2d 27, 30, (Ct. App. 2010).

“It is the plaintiff’s burden to show that the court has personal jurisdiction over the defendant. *Jensen v. Doe*, 292 S.C. 592, 594, 358 S.E.2d 148, 148 (Ct.App.1987). There is a presumption of proper service when the civil rules on service are followed.” *Fassett v. Evans*, 364 S.C. 42, 47, 610 S.E.2d 841, 843 (Ct. App. 2005). “Further, an officer’s return of process creates the legal presumption of proper service that cannot be ‘impeached by the mere denial of service by the defendant.’ *Richardson Constr. Co. v. Meek Eng’g and Constr.*, 274 S.C. 307, 311, 262 S.E.2d 913, 916 (1980).” *Id.*

An individual may be served “by delivering a copy of the summons and complaint to him personally or by leaving copies at his dwelling, house, or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process.” Rule 4 (d)(1), SCRCF.

In this case, Davis entered into the Agreement on April 19, 2007 with the Marina for dockage for the Vessel. Davis represented on the Agreement that he was the owner of the Vessel and he gave the address of 101 N. Fairfield Drive, Dover, Delaware 19901-5720. The address provided by Davis was actually the address for Corporate Systems, Inc. Corporate Systems, Inc. was also the agent for service of process for Chesapeake Venture Corp., a Delaware company

owned and operated by Davis. Chesapeake Venture Corp. was the purchaser and owner of the Vessel as shown on the USCG abstract of title and USCG Documentation. However, the Coast Guard Documentation expired as of June 30, 2006. The charter for Chesapeake Venture Corp. was revoked on March 1, 2008 for non-payment of taxes and for failure to file a complete annual report. Neither the USCG documentation nor the information for Chesapeake Venture Corp. references Davis or provides an address for Davis. Davis apparently did not advise Corporate Systems, Inc. of any changes.

Failure to renew the documentation and the corresponding revocation of the charter for Chesapeake Venture Corp. raised several issues and concerns. First, South Carolina law requires that any watercraft held for principal use in this state must be titled by the Department of Natural Resources unless it is a documented vessel by the United States Coast Guard. S.C. Code Ann. § 50-23-20 and § 50-23-30. Every person who acquires a vessel to be titled under South Carolina law must apply to the SC Department of Natural Resources and provide the applicant's name, address, date of birth, and the county where the watercraft is principally located. S.C. Code Ann. § 50-23-60. There is no indication that the Vessel was ever titled in South Carolina as required by South Carolina law. To the contrary, the Court understands that the USCG documentation was renewed earlier this year.

Davis took the Vessel from the Marina in May of 2008 without paying for dockage. At that time, the Vessel was not documented with the USCG, the charter for Chesapeake Venture, Corp. had expired, and Davis had not registered the Vessel as required by South Carolina law. Registration in South Carolina would have required Davis to provide information to the South Carolina Department of Natural Resources (DNR) including his address.



With the above issues concerning ownership and the address of the owner of the Vessel, the Marina filed the Complaint in the Small Claims Court and served Paul Davis via personal service at 101 N. Fairfield Drive, Dover, Delaware. The 101 N. Fairfield Drive address was for Corporate Systems, Inc.; however, the Court understands Corporate Systems, Inc. moved to 505 Brookfield Drive, Dover, Delaware, where the Complaint was actually served. Therefore, the Marina served Paul Davis, who claimed to be the owner of the Vessel, at the address provided by Davis. The Court concludes that Davis by identifying himself as the owner and giving the address of Corporate Systems, Inc. to the Marina appointed Corporate Systems, Inc. as his agent for service of process. The Marina perfected service on Davis by serving his agent. The technical issues of which the Defendant complains are the result of Davis' own failure to renew the documentation and the charter of the Corporation.

The Defendant's reliance on the Affidavit of Joyce Lockhart is not persuasive. The Defendant contends that Corporate Systems, Inc., for whom Joyce Lockhart works, was the agent for service of process for Chesapeake Venture Corp., but not Paul Davis, individually. Ms. Lockhart, however, acknowledges that she knows Paul Davis as the owner of Chesapeake Venture Corp. The Court finds that Paul Davis appointed Corporate Systems, Inc., as his agent by using its address on the Agreement. Significantly, while counsel for Davis stated Ms. Lockhart did not notify Davis of the lawsuit, Ms. Lockhart does not state in her affidavit that she did not provide a copy of the Summons and Complaint to Paul Davis, whom she knew, even as the owner of Chesapeake Venture Corp. Further, what is noticeably absent from the record is any statement by the Defendant that he did not actually receive notice of the Summons and Complaint.

¹ The Agreement provided for venue in Charleston County.

Based on the above, the Court finds that Davis appointed Corporate Systems, Inc., as his agent for service of process by listing its address on the Agreement, and personal service on Corporate Systems, Inc. meets the requirements of Rule 4 (d)(1).

2. Is the Defendant Entitled to Relief from the Judgment Pursuant to Rule 60 (B)(4)?

Even if the Court were to find that service was not proper, it would still have to consider whether the Defendant failed to file his Motion for Relief from Judgment within a reasonable time. In *McDaniel v. United States Fidelity and Guarantee Company*, 324 SC 639, 478 SE 2d 868 (Ct. App. 1997), the Court of Appeals held that the reasonable time requirements apply to Rule 60 (b)(4) motions that attack a judgment as void.

In this case, there is no dispute that the Defendant received notice of the Judgment no later than June 11, 2012, in connection with another complaint against Davis for failure to pay dockage. At that time, the Defendant was represented by counsel and was clearly aware of the Judgment; however, the Defendant took no action to contest the Judgment. The Defendant waited for over a year until after Supplemental Proceedings were initiated in this case before he contested the Judgment. Once Davis learned of the Judgment, he had an affirmative obligation to contest it within a reasonable time if he intended to do so. He did not. Further, there is nothing in the record that suggests that the amount due is not legitimate or that Davis has a meritorious defense. He has simply failed to provide any information that would suggest that he does not owe the amount of the Judgment. Finally, even if the Court were to vacate the Judgment, the matter would be remanded back to the Small Claims Court for a determination on the merits. While counsel for Davis argued that there may be an issue with the Statute of Limitations, Plaintiff's counsel raised issues

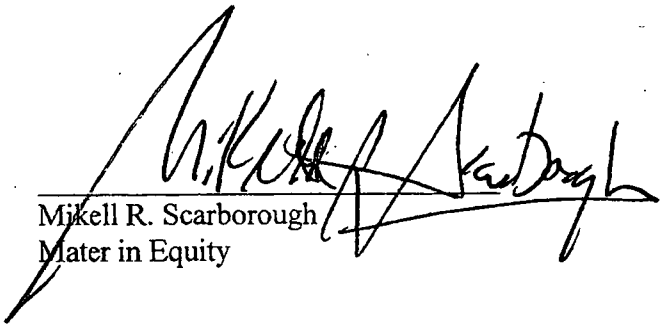
x In Supplemental Proceedings, this Court accepts a Judgment as void.
** in the Court which issued the Judgment! Thus, he has also failed to do anything.*

concerning Davis' representations about ownership of the vessel and the address of the owner which could avoid any statute of limitation defenses. While the Court makes no ruling on these issues, it appears certain the litigation would continue.

Under the circumstances of this case, which were complicated by the Defendant's representations on his address and ownership of the Vessel, the Court concludes that the Plaintiff complied with Rule 4 regarding service of process; and that, even if service was not proper, the Defendant had adequate notice of the Judgment but failed to challenge it within a reasonable time. *

The Defendant's Motion for Relief from Judgment is denied.

AND IT IS SO ORDERED.


Mikell R. Scarborough
Master in Equity

Dated this 10 day of April, 2013 4

* Upon further review of the record, this motion was Addressed and Denied by Judge Dennis in a Form Order dated Aug 5, 2013. Therefore, this Court finds this motion is moot!

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) FOR THE NINTH JUDICIAL CIRCUIT
CIVIL ACTION 2009-JG-10-685

CHARLESTON HARBOR RESORT)
AND MARINA,)

Plaintiff,)

v.)

PAUL A. DAVIS,)

Defendant.)

**NOTICE OF MOTION, MOTION
FOR RELIEF FROM JUDGMENT,
and MEMORANDUM IN SUPPORT**

FILED
2013 JUN 14 PM 3:37
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

JHC-PC
1

YOU WILL PLEASE TAKE NOTICE that Defendant in the above captioned action, by his attorneys will move before the presiding judge of the Charleston County Court of Common Pleas at the Charleston County Judicial Center at 10:00 a.m. on the tenth day after service hereof, or as soon thereafter as counsel may be heard for an Order to Vacate Judgment as Void, based upon the lower Court's lack of personal jurisdiction over Defendant, and the lower Court's denial of due process.

This Motion for Relief from Judgment is based upon the Return of Private Process Server (attached as "Exhibit A"), the Affidavit of Joyce Lockhart (attached as "Exhibit B"), and the rules, statutes, common law, and Constitutions of South Carolina and of the United States.

Memorandum of Law in Support of Motion

Plaintiff commenced an action against Defendants in Charleston Small Claims Court in case number 2009-SC-86-0110.

The Return of Private Process Server, Daniel F. Delcollo ("Exhibit A"), indicates that on February 4, 2009, at 10:45 a.m., he served "Corporate Systems, Inc. - Joyce Lockhart - Registered Agent" "by personally delivering copies to the authorized agent being served." The Return further gives a description of Ms. Joyce Lockhart as the person served.

The Affidavit of Joyce Lockhart ("Exhibit B") states under oath that neither she nor Corporate Systems, Inc. has ever been an authorized agent for Paul Davis. Although Corporate Systems, Inc. was and is the registered agent for a corporation owned by Paul Davis, neither Joyce Lockhart nor Corporate Systems was authorized to accept service for Paul Davis. This is not proper service.

JHC-PC
2

Rule 4(d)(1) of the South Carolina Rules of Civil Procedure provides in pertinent part that "Service shall be made . . . [u]pon an individual . . . by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at this dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process." Rule 4(d)(1), *South Carolina Rules of Civil Procedure*.

Plaintiff failed to serve Defendant personally, failed to serve someone of suitable age and discretion at Defendant's

JHC-PC
3

dwelling, and failed to serve anyone authorized by appointment or law. Plaintiff failed to comply with Rule 4(d)(1), failed to serve Defendant with process, failed to obtain personal jurisdiction over Defendant, failed to give Defendant notice and an opportunity to defend, and failed to observe Defendant's rights to due process. "A judgment is void if a court acts without personal jurisdiction." *BB&T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006); *Thomas & Howard Co. v. T.W. Graham & Co.*, 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995); *Stearns Bank Nat. Ass'n. v. Glenwood Falls, LP*, 373 S.C. 331, 644 S.E.2d 793 (S.C. App. 2007) (reh. den., cert. den.) The instant judgment was entered by a court without personal jurisdiction over Defendant, and is therefore void. "When a defendant is not properly served, 'the Court has no jurisdiction of the defendant, and all proceedings based on the pretended service are void.'" *Momani v. Van Surdam*, 296 S.C. 409, 373 S.E.2d 691 (S.C.App. 1988), citing *Wyman v. Hoover*, 10 S.C. 135, 136 (1878).

Rule 60(b)(4) of the South Carolina Rules of Civil Procedure provides in pertinent part: "On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (4) the judgment is void; . . ." Rule 60(b)(4), *South Carolina Rules of Civil Procedure*.

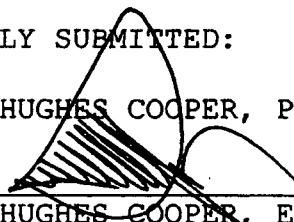
"A void judgment is one that, from its inception, is a complete nullity and is without legal effect and must be distinguished from one which is merely 'voidable'." *Thomas & Howard Co. v. T.W. Graham & Co.*, 318 S.C. 286, 291, 457 S.E.2d 340, 343 (1995) (citing, 46 AmJur2d Judgments § 31 (1994).)

The instant judgment is void and should be vacated forthwith.

WHEREFORE Defendant prays for an Order to Vacate Judgment as Void.

RESPECTFULLY SUBMITTED:

JOHN HUGHES COOPER, P.C.

By: 

JOHN HUGHES COOPER, ESQUIRE

Federal Court ID 298

South Carolina Bar 1387

State Bar of Georgia 185986

shiplaw@jhcooper.com

JOHN TOWNSEND COOPER, ESQUIRE

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1476 Ben Sawyer Blvd., Suite 7

Mt. Pleasant, SC 29464

843-883-9099; fax 843-883-9335

ATTORNEYS FOR DEFENDANT,
PAUL DAVIS

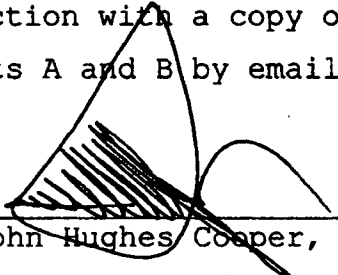
June 14, 2013

Mt. Pleasant, South Carolina

JAC-PC
4

CERTIFICATE OF SERVICE

I hereby certify that we served counsel for all parties in this action with a copy of the foregoing and the attached Exhibits A and B by email and by first class mail on June 14, 2013.



John Hughes Cooper, Esquire

FILED
2013 JUN 14 PM 3:37
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

JHC-PC
5

RECEIVED FEB 11 2009 Court Charleston Harbor Resort & Marina Charleston Small Claims Court	
Plaintiff VS PAUL DAVIS	2009-SC-86-0110
Defendant	Case No:

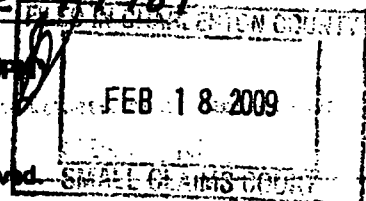
Return of Private Process Server

I Declare, that I am a citizen of the United States, over the age of eighteen (18) years and not a party to this action and within the boundaries of the State where service was affected. I was authorized by law to perform said service.

I served CORPORATE SYSTEMS, INC. - Joyce Lockart - Registered Agent with the **SUMMONDS, COMPLAINT, AFFIDAVIT, NOTICE TO PLEAD AND THE MOTION FOR SUMMARY JUDGMENT, SUBPOENA, INTERROGATORIES, AND/OR:**

Address: 505 Brookfield Dr, Dover, DE 19901

Date: 2/4/09 Time: 10:45



Manner of Service

- ☒ By personally delivering copies to the person authorized agent or entity being served.
- ☐ By leaving during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.
- ☐ By leaving copies the dwelling house or usual place of abode of the person being served, with a member of the household 18 years or older and explaining the general nature of the papers.
- ☐ Copies of the document were mailed prepaid, first-class on _____ From: _____

Description

- JOYCE LOCKART -

- | | | | | | |
|--|--|--|---|---|--|
| ☐ Male | ☒ White Skin | ☐ Black Hair | ☐ 14-20 Yrs | ☐ Under 5' | ☐ Under 100# |
| ☒ Female | ☐ Black Skin | ☒ Brown Hair | ☐ 21-35 Yrs | ☒ 5'0" - 5'3" | ☒ 100-130# |
| | ☐ Yellow Skin | ☐ Blond Hair | ☐ 36-50 Yrs | ☐ 5'4" - 5'8" | ☐ 131-160# |
| | ☐ Brown Skin | ☐ Gray Hair | ☒ 51-65 Yrs | ☐ 5'9" - 6'0" | ☐ 161-200# |
| | ☐ Red Skin | ☐ Red Hair | ☐ 65 + Yrs | ☐ Over 6' | ☐ Over 200# |

NON-SERVICE: Evading _____ Unknown at address _____ Moved _____ No Forwarding Address _____
Address does not exist _____ Service Canceled by Litigant _____ Other _____

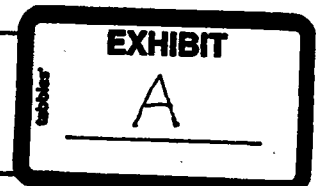
I Declare under penalties of perjury the information contained herein is true and correct, and this affidavit was executed on: 2/4/09 (Date)

Sheila F. Cohen, Inc.
SHEILA F. COHEN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 8, 2010

Daniel F. DeLcollo
Signature of Server

DANIEL F. DELCOLLO

Print



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CHARLESTON HARBOR RESORT)
AND MARINA,)

Plaintiff,)

v.)

PAUL A. DAVIS,)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CIVIL ACTION 2009-JG-10-685

AFFIDAVIT OF JOYCE LOCKHART

PERSONALLY APPEARED Joyce Lockhart who, first being duly sworn, deposes and says:

1. My name is Joyce Lockhart, I am a citizen of Delaware, over 18 years of age, of sound mind, and I make this affidavit of my own personal knowledge.

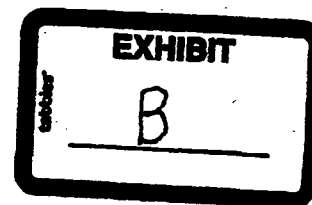
2. Since before 2006, I have been employed by Corporate Systems, Inc., 505 Brookfield Drive, Dover DE 19901.

3. Corporate Systems, Inc. has never been agent for Paul Davis. I have never been agent for Paul Davis.

4. Corporate Systems, Inc. has never been agent for service of process for Paul Davis. I have never been agent for service of process for Paul Davis.

5. I know Paul Davis as owner of Chesapeake Venture Corp.

6. Corporate Systems, Inc. is registered agent for Chesapeake Venture Corp.



7. The above statements are true and correct under penalty of perjury.

8. Further Affiant sayeth naught.

Joyce Lockhart
Joyce Lockhart

Sworn to and Subscribed Before Me
This 10th Day Of June, 2013.

(SEAL)

Rebecca Ann Jaksch
Notary Public for State of DE
My Commission Expires: 1-14-17

Rebecca Ann Jaksch
Notary Public
State of Delaware
Com. Exp. Jan. 14, 2017

JHC-PC
8

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

CHARLESTON HARBOR)
RESORT & MARINA,)

Plaintiff,)

vs.)

PAUL DAVIS,)

Defendant.)

IN THE SMALL CLAIMS COURT

CASE NO. 09-JG-10-685

ORDER FOR
SUPPLEMENTAL PROCEEDINGS

2013 MAY 16 PM 4:33
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

WHEREAS, the Plaintiff, Charleston Harbor Resort and Marina, obtained a Judgment against the Defendant, Paul Davis, and recorded the Judgment with the Charleston County Clerk of Court on April 28, 2009; and

WHEREAS, on January 13, 2010 an Execution Against Property was sent to the Charleston County Sheriff, which Execution has been returned by the Sheriff marked "nulla bona" on April 9, 2010; and

WHEREAS, the Defendant has failed and refused to satisfy the above-referenced judgment; and

WHEREAS, upon consideration of the above, it appears that the Plaintiff has shown adequate grounds to initiate supplemental proceedings in this matter, pursuant to South Carolina Code Ann. § 15-39-310;

IT IS THEREFORE ORDERED that supplemental proceedings be held in this action.

IT IS FURTHER ORDERED that this matter is hereby referred to the Honorable Mikell R. Scarborough, Master-In Equity for Charleston County; and that Paul Davis, is hereby required

to appear before Judge Scarborough on _____, 2013, at _____ o'clock A.M./P.M. to answer under oath concerning property and assets.

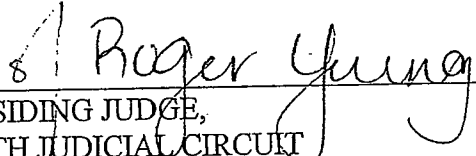
IT IS FURTHER ORDERED that the Defendant, Paul Davis, is hereby restrained and enjoined from making any transactions, transfers or other disposition of property belonging to it which is not exempt from execution, pending further order of this Court or Judge Scarborough.

IT IS FURTHER ORDERED that the Defendant, Paul Davis, is hereby ordered to produce for examination by the Judgment Creditor, Charleston Harbor Resort and Marina, the following documents and things relating to her/its assets subject to execution:

- (a) Federal and State income tax returns for the years 2009, 2010 and 2011.
- (b) Deeds to all real property titled solely or jointly in the Debtor's name, together with copies of all mortgages granted on such real property, as well as current statements reflecting the balance due on each such mortgage.
- (c) Any and all documents relating to all securities currently owned by the Debtor.
- (d) All books and records, including copies of leases, related to income from the rental or lease of improved or unimproved property of the Debtor.
- (e) All documents and records relating to or touching upon any civil judgments entered in favor of the Debtor.
- (f) All documents and records identifying debts and other monies, of whatever kind, which, for whatever reason, are owed to the Debtor by any person or entity, public or private.
- (g) All documents related to current income, ongoing projects or other sources of income of the Debtor.

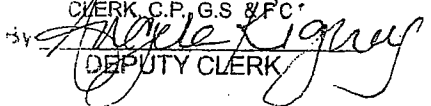
- (h) Titles to any personal property owned by the Debtor, including but not limited to boats, cars, trucks, aircraft and equipment.
- (i) Records from January 1, 2010 to the present regarding any bank accounts held by the Debtors, including bank statements and checks.
- (j) Any and all documents relating to any partnerships, limited liability companies (LLCs), limited liability partnerships (LLPs), corporations or businesses of any type whatsoever in which the Debtor has any interest of any kind, including any and all documents relating to the assets of every such entity, bank records,

AND IT IS SO ORDERED.


PRESIDING JUDGE,
NINTH JUDICIAL CIRCUIT

Charleston, South Carolina

Dated: 5/15/15

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., G.S. & P.C.

DEPUTY CLERK

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2009-JG-10-0685

Charleston Harbor Resort
PLAINTIFF(S)

Paul Davis.
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ 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.
- X **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: Court denied Defendant's Motion for Relief without Prejudice.

ORDER INFORMATION

This order ends X does not end the case.
Additional Information for the Clerk :

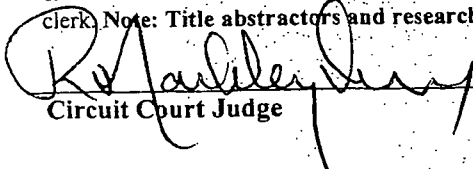
INFORMATION FOR THE PUBLIC INDEX

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)
N/A		\$
		\$
		\$

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.


Circuit Court Judge

2060
Judge Code

08/05/2013
Date

For Clerk of Court Office Use Only

DEPARTMENT OF
TRANSPORTATION
U.S. COAST GUARD
CG-1332 (Rev. 6-93)

GENERAL INDEX OR ABSTRACT OF TITLE

OMB APPROVED
2115-0110

VESSEL BUILT AT ALACHUA, FL

(AND) _____ IN 1997

BY HUNTER MARINE CORPORATION

FOR TIDEWATER/HAVRE DE GRACE, INC.

BUILDER'S CERTIFICATE DATED MARCH 24, 1997

TITLE ASSIGNED TO _____

1056595

(OFFICIAL NUMBER)

HUN45124B797

(HULL ID NUMBER)

(5

(4

(3

(2

(1 GRAND CRU

NAME OF VESSEL

INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
BS	100	04 21 97	\$1.00	97-69	232
FILED PORT		DATE	TIME	DATE TERMINATED	
NVDC		07 10 97	10 00 AM		
GRANTOR					
TIDEWATER/HAVRE DE GRACE, INC.					

GRANTEE

DON M. & GAYLE M. CANADA, TENANTS BY THE ENTIRETY

INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
PM	100	04 21 97	\$200,000.00	97-69	233
FILED PORT		DATE	TIME	DATE TERMINATED	
NVDC		07 10 97	10 00 AM		
GRANTOR					
DON M. CANADA & GAYLE M. CANADA, TENANTS BY THE ENTIRETY					

GRANTEE

PROVIDENT BANK OF MARYLAND
210 AMBASSADOR ROAD
BALTIMORE, MD 21244

INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE
SMTG	100	01 07 02	\$200,000.00	02-32	395
FILED PORT		DATE	TIME	DATE TERMINATED	
NVDC		01 25 02	08 20 AM		
GRANTOR					

REFERS TO BOOK 97-69 PAGE 233
PROVIDENT BANK OF MARYLAND

GRANTEE

DON M. CANADA
GAYLE M. CANADA

☐ ISSUED AS AN ABSTRACT OF TITLE

☐ ISSUED FOR CHANGE OF PORT OF RECORD

DATE: TIME:

DATE: OF PORT:

PREVIOUS EDITION MAY BE USED

PREVIOUS EDITION MAY BE USED

DOCUMENTATION OFFICER

Page 1 of 4

DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD CG-1332A (Rev. 6-93)		GENERAL INDEX OR ABSTRACT OF TITLE CONTINUATION SHEET NO. 1				OFFICIAL NO. 1056595	
INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE		
PM	100	12 07 01	\$163,343.51	02-32	396		
FILED PORT		DATE	TIME		DATE TERMINATED		
NVDC		01 25 02	08 20 AM		-		
GRANTOR							
DON M CANADA GAYLE M CANADA							
GRANTEE							
SUNTRUST 147 OLD SOLOMONS ISLAND ROAD 5TH FLOOR ANNAPOLIS MD 21401							
INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE		
SMTG	100	07 16 03	\$163,343.51	03-100	611		
FILED PORT		DATE	TIME		DATE TERMINATED		
NVDC		07 28 03	8 00 AM		-		
GRANTOR							
REFERS TO BOOK 02-32 PAGE 396 SUNTRUST BANK							
GRANTEE							
DON M CANADA GAYLE M CANADA							
INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE		
PM	100	07 08 03	\$147,283.87	03-100	612		
FILED PORT		DATE	TIME		DATE TERMINATED		
NVDC		07 28 03	8 00 AM		-		
GRANTOR							
DON M CANADA GAYLE M CANADA							
GRANTEE							
SUNTRUST 147 OLD SOLOMONS ISLAND ROAD 5TH FLOOR ANNAPOLIS MD 21401							
INSTRUMENT	% CONVEYED	DATE	AMOUNT	BOOK	PAGE		
FILED PORT		DATE	TIME		DATE TERMINATED		
GRANTOR							
GRANTEE							

☐ ISSUED AS AN ABSTRACT OF TITLE
 ☐ ISSUED FOR CHANGE OF PORT OF RECORD

DATE: _____ TIME: _____
 PAGE: _____ OF _____ PORT: _____

 DOCUMENTATION OFFICER

GENERAL INDEX OR ABSTRACT OF TITLE

Continuation Sheet No. 2

Official No.
1056595

SATISFACTION MORTGAGE

Refers To: BOOK 03-100 PAGE 612

% CONVEYED 100	DATE March 23, 2004	AMOUNT \$147,283.87	BATCH BK 04-51	DOC ID 522
DATE FILED March 26, 2004	TIME FILED 08:35 AM	STATUS RECORDED		

GRANTOR:

SUNTRUST BANK

GRANTEE:

DON M CANADA AND GAYLE M CANADA

BILL OF SALE

% CONVEYED 100	DATE October 12, 2003	AMOUNT \$10.00	BATCH BK 04-21	DOC ID 185
DATE FILED November 10, 2003	TIME FILED 10:28 AM	STATUS RECORDED		

SELLER:

DON M CANADA
GAYLE M CANADA

BUYER:

JOHN ARMSTRONG
LINDA ARMSTRONG, JTRS

DISCHARGED
YES

PREFERRED MORTGAGE

% CONVEYED 100	DATE October 10, 2003	AMOUNT \$153,000.00	BATCH BK 04-21	DOC ID 186
DATE FILED November 10, 2003	TIME FILED 10:28 AM	STATUS RECORDED		

MORTGAGOR:

JOHN ARMSTRONG AND LINDA ARMSTRONG

MORTGAGEE:

SUSQUEHANNA BANK
100 WEST ROAD
BALTIMORE, MD 21204

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DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD CG - 1332		GENERAL INDEX OR ABSTRACT OF TITLE Continuation Sheet No. 3			Official No. 1056595	
BILL OF SALE						
% CONVEYED 100		DATE May 26, 2005		AMOUNT \$1.00		BATCH BK 05-38
DATE FILED June 02, 2005		TIME FILED 11:30 AM		STATUS RECORDED		DOC ID 14
SELLER: JOHN ARMSTRONG AND LINDA ARMSTRONG						
BUYER: CHESAPEAKE VENTURE CORP						
SATISFACTION MORTGAGE				Refers To: Document: 186		
% CONVEYED 100		DATE May 27, 2005		AMOUNT \$153,000.00		BATCH 379170
DATE FILED June 14, 2005		TIME FILED 08:20 AM		STATUS RECORDED		DOC ID 3850412
GRANTOR: SUSQUEHANNA BANK						
GRANTEE: JOHN ARMSTRONG AND LINDA ARMSTRONG						
ISSUED AS AN ABSTRACT OF TITLE AS OF				KATHY LAING		
DATE: October 13, 2011 TIME: 09:07 AM				NATIONAL VESSEL DOCUMENTATION CENTER		



UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME GRAND CRU		OFFICIAL NUMBER 1056595	IMO OR OTHER NUMBER HUN45124B797	YEAR COMPLETED 1997
HAILING PORT ANNAPOLIS, MD		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES
GROSS TONNAGE 21 GRT	NET TONNAGE 19 NRT	LENGTH 44.5	BREADTH 14.0	DEPTH 6.8
PLACE BUILT ALACHUA, FL				
OWNERS CHESAPEAKE VENTURE CORP		OPERATIONAL ENDORSEMENTS RECREATION		
MANAGING OWNER CHESAPEAKE VENTURE CORP 101 NORTH FAIRFIELD DRIVE DOVER, DE 19901				
RESTRICTIONS NONE				
ENTITLEMENTS NONE				
REMARKS NONE				
NATIONAL VESSEL DOCUMENTATION CENTER U.S. COAST GUARD of 9:24 AM I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE RECORDS OF THIS OFFICE 17/02/11 DATE DOCUMENTATION OFFICER <i>[Signature]</i>				
ISSUE DATE JUNE 28, 2005		DELETE		
THIS CERTIFICATE EXPIRES JUNE 30, 2008		DIRECTOR, NATIONAL VESSEL DOCUMENTATION C <i>[Signature]</i>		

RECEIVED SEP 23 2007

Customer # 705Boat# 743Date: 4/19/07

CHARLESTON HARBOR RESORT & MARINA LICENSE AGREEMENT FOR DOCKAGE

Owner's Name: Paul Davis Phone: 803-321-7414
 Address: 101 N. Fairfield Dr. Dover De 29901-5720
 Email: _____ Vehicle License Tags: _____
 Business: _____ Position: _____ Phone: _____
 Boat Name: Grand Cru Reg/Doc No.: _____ State: _____
 Boat Info: Power ☐ Sail ☒ Make: Hunter Year: 97 Length: 45' Beam: 14
 Boat Insurance Carrier: _____ Policy No.: _____ Valid Thru: _____
 Drivers License: _____ Credit Card: _____
 State Number Type Number Exp.
 Name on Credit Card (please print): _____ Signature: _____
 Mailing Address: 1225 Calhoun St. Newberry SC 29108
 Street City State Zip

This license agreement made as of the 19 day of April, 2007 by and between Charleston Harbor Resort & Marina, Mount Pleasant, South Carolina herein referred to as "Marina" and _____, Telephone Number 803 321-7414 state of _____, herein referred to as "Boat Owner". Marina agrees to provide dockage to Boat Owner and Boat Owner hereby agrees to accept from Marina, dockage space at a slip to be assigned by Marina, hereinafter referred to as "the space", for the vessel described above, all upon the terms and subject to the conditions set forth below.

This contract covers a license for the use of the space # B-48, or the equivalent at the Charleston Harbor Resort & Marina.

1. Governing Law

That this is an Admiralty and Maritime Slip/Space license agreement under the General Maritime Laws, Statutes, and Code of the United States of America. Further, that this agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina without giving effect to the principles of conflicts of law thereof. Venue shall be in Charleston, South Carolina.

2. License Fees and Other Charges

Boat Owner agrees to pay as consideration for dockage at the assigned space the rate of \$13.00 per feet, which includes a 5% surcharge to the Patriot's Point Development Authority, times the length of the vessel 40ft., or dock 50ft, which ever is greater, plus the applicable sales tax due per month (the "License Fee" which amount is \$ 7,800.00). In addition to the dockage, Boat Owner agrees to pay a five dollar (\$5.00) per month environmental fee which is used to help recover fees associated with waste, and Boat Owner shall pay \$25.00 min. + Metered per month for electricity and water. Marina may increase the License Fees and Other Charges at any time after the initial term of this Agreement with thirty (30) days written notice.

The License Fee and other charges shall be paid (choose one (1) option) either;

____ (a) by prepayment in advance for the entire original Term of this License Agreement (as such original term is set forth in Paragraph 3 below), in which event there is a discount for said payment option of five percent (5%) and the discounted license fee is \$ 7,410.00 , or

☒ (b) in advance without demand or notice, in 12 equal monthly installments of \$650.00.00, on the first day of each and every calendar month during the term hereof, whether or not the space is occupied by the Boat Owner's vessel.

Fuel cannot be carried on Account and must be paid for at time of purchase. The License Fee and all Other Charges, including charges incurred for necessities, materials and services provided for the Boat Owner, utilities, and marine store shall bear interest from the due date thereof until paid at the annual rate of 18%. Boat Owner agrees that the License Fee is subject to change upon thirty- (30) day's notice after the initial term of the license agreement. Prepaid License Fees are not

refundable except in the event this license agreement is terminated by Marina without cause. Boat Owner must provide a valid credit card and authorization for License Fees due under this license agreement.

3. Term

Unless terminated earlier pursuant to the terms hereof, the Terms of this agreement shall commence on April 01, 2007, and shall continue until March 31, 2008. Upon expiration of the original Term of the agreement, the agreement shall continue in effect from month to month subject to termination upon thirty (30) days written notice by either party and as set forth in paragraph 18.

4. Security Deposit

Marina acknowledges the receipt of the sum of \$ 650.00 as a security deposit for full and faithful performance of the terms of the agreement. Upon Boat Owner's compliance with the covenants and conditions contained in this agreement, Marina will return the security deposit to the Boat Owner at the end of the Term. Boat Owner may not use any portion of the security deposit as payment of Boat Owner's License Fees, including the last month. Marina may, at its sole option, claim such amounts of the security deposit as are reasonable and necessary in Marina's sole judgment to remedy defaults in the payment of License Fees and Other Charges hereunder, to repair damages to the Marina caused by the Boat Owner, and to pay any reasonable attorney's fee incurred by Marina in connection with any default or breach hereof by Boat Owner. Use of the deposit by Marina for such purpose shall not relieve Boat Owner of responsibility for such additional charges or fees as are not covered by the deposit amount. In the event that the security deposit, or any portion thereof, shall be applied as provided herein, Boat Owner agrees to deposit with Marina, upon delivery of written demand by Marina, an amount sufficient to pay any excess charges, fees or damages and to restore such security deposit to its original amount. Failure to do so, upon three (3) days notice shall excuse Marina from further performance of this agreement.

5. License

The intention of the parties is to create a license for the non-commercial use of the space only, with Marina as licensor and Boat Owner as licensee. This agreement confers no leasehold interest upon Boat Owner. No signs may be displayed or any commercial business activities conducted without prior written permission of the Marina. This agreement is only for use by a pleasure yacht or boat used for recreational purposes and absolutely no commercial use may be conducted by Boat Owner without a separate specific written and executed agreement with Marina. The Marina may terminate this agreement for such violations. Upon such termination, the Boat Owner shall immediately remove the boat from the space, and, upon failure to do so, the Marina may at its sole option remove the vessel at Boat Owner's risk and expense. In any event, Boat Owner shall be liable to the Marina for all damages and expenses the Marina may suffer as a result of the Boat Owner's default. Boat Owner shall continue to be liable for all License Fee(s) and Other Charges after the vessel is removed, until the expiration of the Term, and for all reasonable costs incurred by Marina in removing and relocating the vessel.

6. Security of the Vessel

The space is to be used at the sole risk of the Boat Owner. The Marina shall not be liable for the care or protection of the vessel, including her gear equipment and contents, or for any loss or damage of whatever kind or matter, including but not limited to, acts of vandalism or theft by land or water, to the vessel, her contents, gear or equipment. Marina expects Boat Owner to make suitable arrangements for safe, sheltered moorage during severe weather conditions, including, but not limited to tropical storms and hurricanes. Boat Owner may not assume Marina to be safe, sheltered moorage during such periods.

7. Condition of Vessel

Boat Owner warrants and represents that at all times during the entire term of this agreement, the vessel shall be maintained in safe and seaworthy condition by Boat Owner and shall be operated in a safe and careful manner so as not to cause damage to Marina's facilities, or to any other property, vessels or persons. In the event that Boat Owner or other authorized person is unavailable, or is available but refuses to act, and if the vessel is in danger of sinking, causing any hazard to navigation, becoming a fire, explosion or pollution hazard, or causing damage to Marina's facilities or to any other property or person by reason of any unsafe or any un-seaworthy condition of the vessel or otherwise, the Boat Owner authorizes Marina to take such appropriate actions as Marina shall determine in its sole discretion and at Boat Owner's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. Boat Owner agrees to be bound by Marina's action and to be fully and solely responsible for all expenses and liability incurred thereby. Owner agrees further that Marina shall have the authority, pursuant to this paragraph, to do all things and to take all steps necessary to reduce the hazards and dangers that in Marina's judgment appear to be present, eminent, or foreseeable. Notwithstanding the above, nothing herein shall be construed to create any duty, obligation or responsibility on the part of Marina to act under such circumstances and nothing herein shall be construed to create any liability on the part of the Marina for failing to act in such circumstances.

8. Insurance

Boat Owner agrees to list CHRM as additionally insured and to maintain in force during the entire term of this agreement including any extension or hold-over, whether by permission or not, adequate Hull Protection and Indemnity insurance covering the boat, protecting Boat Owner and Marina against damages, claims, demands, suits and judgments in said policy amounts for claims arising within the coverage of said policies. Copies of said insurance policies shall be provided to the Marina. Said insurance policies shall provide that Marina shall be entitled to at least thirty- (30) day's notice prior to cancellation thereof. All insurance covering the vessel shall contain provisions, which deny to the insurer any rights to subrogation against the Marina. Marian may terminate this agreement immediately, at its option, if coverage is deemed to be inadequate, in Marina's sole discretion, or coverage lapses.

9. Liens

"Default by Owner"

In the event of any breach hereunder, including but not limited to recovery in whole or in part for services or slip/space rental charges, in a Court either in rem or in personam, the Boat Owner hereby agrees to pay all court costs together with attorney's fees and interest and further that said vessel be responsible for such costs, fees and interest. Should a suit result against the vessel in rem, the Boat Owner agrees and consents to have Marina appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshall and the Marina facility, including removing the vessel in custodia legis from its normal slip/space to another slip/space as the United States Marshall may allow and direct. In the event of legal proceedings, the Boat Owner hereby waives a jury trial.

In the event Boat Owner fails to pay rent as required by this Agreement and such rent remains unpaid for a period of (60) days from the due date as provided herein, any vessel left at the Marina pursuant to this contract, where tied to a slip or stored on land, and whether belonging to Boat Owner or a third-party, shall be deemed abandoned for purposes of applicable South Carolina law, including S.S.Code Ann. 50-23-135. Boat Owner hereby acknowledges that South Carolina law provides for the Marina to acquire a lien against a vessel for unpaid storage charges and, in the event of an abandoned vessel, to obtain title to sell the vessel, or to forfeit same to the SC Department of Natural Resources for disposal. Boat Owner further agrees that the marina may apply for a title to the vessel and sell the vessel to cover the outstanding rent, costs, and attorneys' fees, and Boat Owner expressly waives any and all claims it has against the Marina relating to the sale or disposal of such vessel.

10. Apparent Authority

Boat Owner agrees that, unless Marina is otherwise notified in advance in writing, anyone in possession or apparent charge of the vessel shall be deemed to have the authority and Marian may act in reliance upon orders or requests by such persons for services, supplies, work purchases, labor and other materials of any kind for the benefit of the vessel.

11. Space Designation

Marian reserves the right from time to time to reassign the vessel to such specified space as Marina shall designate. Such re-assignment shall become effective upon the giving of notice by Marina of such re-assignment in accordance with the provisions hereof. Boat Owner agrees to reasonably cooperate with Marina as to temporary or permanent re-assignment of slip space to permit Marina to accommodate visiting boats for special events or projects. In the event of a re-assignment, Boat Owner will be provided notice and a ten (10) day period to move the boat, or Marina may move the boat and Boat Owner waives any claims of any type whatsoever relating to Marina's movement of the boat. Marina may move any vessel without notice in the event of an emergency condition, but shall have no obligation to do so.

12. Notices

Notices to Boat Owner shall be deemed to be served properly if posted in writing addressed to Boat Owner at a place and in a manner on the vessel which is reasonably susceptible of giving notice to anyone lawfully boarding the vessel and by mailing written notice to Boat Owner by mail, postage prepaid at the address set forth in this License Agreement for Boat Owner or to such other address as Boat Owner shall have last designated by written notice to Marina. Notices to Marina shall be deemed served only if given in writing and delivered personally or mailed by registered mail or certified mail, postage prepaid, return receipt requested, to Marina's office at the address shown below.

13. Marina Rules and Regulations

Boat Owner agrees that he and all agents, guests, invitees and employees, will comply with all posted rules and regulations attached hereto and marked "Exhibit A" as fully as though they were set herein, and should breach of the agreement or violation of posted rules and regulations occur, this license agreement shall terminate immediately at the option of Marina. Boat Owner agrees that upon such violation Marian may remove the boat at Boat Owner's risk and expense to retake possession of the space. Exhibit A may be amended from time to time by Marina and such amendment(s) shall be binding on Boat Owner upon notice as provided herein.

14. Indemnity

Boat Owner covenants to exercise due care in occupation of the dock space and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. Boat Owner shall indemnify Marina against all claims, actions,

proceedings, damages, liabilities, including attorney's fees, arising from or connected with Boat Owner's possession and use of the space that may be asserted by anyone due to:

- (a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said Boat Owner's vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Boat Owner's vessel, or on the premises of the Marina or to personal property of others on the vessel or Marina Premises; and
- (b) Any personal injury, death or illness arising from occupancy of use of the Marina Premises or facilities, where such injury or damage is caused, in any part, regardless of how slight, by the acts or omissions of the Boat Owner, its agent, servants, invitees or employees; and
- (c) Any alleged damage, or loss to marine property, non-marine property, or personal injury caused in part, regardless of how slight, by Boat Owner, its agents, servants, invitees or employees.

15. Liability

The Marina's liability is limited to supervision and maintenance of waterfront area. Marina's employees will make reasonable efforts to contact Boat Owner and notify him of dangerous conditions requiring his attention, but Marina assumes no responsibility for tending mooring lines, moving boats from the spaces to which they are assigned, or informing Boat Owner of any dangerous conditions. It is the full responsibility of the Boat Owner to make arrangements for the safety and protection of his boat and appurtenances.

16. Assignment and Waivers

This document with Exhibit "A" attached hereto constitutes the entire agreement between the parties. There can be no assignment of this License Agreement by Boat Owner. Should there be a Waiver of any conditions by the Marina, this shall not be deemed to be a continuing Waiver. No course of dealing nor any failure or delay with respect to exercising any right, power or privilege under this agreement shall operate as a Waiver thereof or hereof, and any single or partial exercise of any such right, power or privilege shall not preclude any later exercise thereof or any exercise of any right, power or privilege thereunder or hereunder.

17. Severability

The parties hereto agree that if any provision, sentence, phrase or word of this document shall be deemed or declared unenforceable by any administrative agency or any federal or state court of law, then the remainder of this document shall remain in full force and effect and be binding on the parties hereto as if the unenforceable provision, sentence, phrase or word were not a part of this document.

18. Termination

This agreement shall be in full force and effect, unless terminated under anyone of the following conditions:

- (a) By destruction of the space facilities by fire, storm, acts of God, acts of the Government, acts of third parties, or other calamity.
- (b) In the event that the Boat Owner shall make a bona fide sale of the boat listed in the agreement and remove the boat to another location after proper notification to Marina and payment of all License Fee(s) and other charges.
- (c) By breach or default of the terms of the Rules and Regulations, as provided in Exhibit "A", or subsequent amendments, and as solely determined by the Marina.
- (d) By breach of any of the warranties or agreements contained herein, said breach to be solely determined by the Marina.
- (e) After the initial term, Marina may terminate this Agreement for any reason at its sole discretion with thirty (30) days written notice to Boat Owner.

Upon termination for any reason, Boat Owner must remove the boat from the Marina by the termination date.

19. THERE IS NO WARRANTY, EXPRESS OR IMPLIED, ON THE PART OF THE MARINA AS TO THE CONDITION OF THE PIERS, WALKS, GANGWAYS, RAMPS OR MOORING GEAR, AND THE MARINA ASSUMES NO RESPONSIBILITY TO PERSONS OR PROPERTY THEREON.

20.) "Risk of Loss:"

The slip leased hereunder shall be used at the sole risk of said Boat Owner, and the Marina assumes no responsibility for the care or protection of the above described Boat, including her gear, equipment and contents, or for any loss or damage to said Boat, her gear, equipment and contents.

21.) "Hurricanes/Severe Weather"

In the event of a storm or hurricane, the Marina may at its sole discretion require the Boat owner remove the vessel from the Marina by providing the Boat owner with 24-hour notice, which notice may be by telephone, fax, federal express or other means deemed appropriate by Marina, and the Owner agrees to remove the vessel from the Marina. IF the owner does no

move the vessel from the Marina, the Marina may remove the vessel and move it using the tackle onboard the vessel, in which case, the Boat Owner assumes full and complete responsibility for the vessel and waives any and all claims against the marina for damages arising from the Marina's movement and/or mooring of the vessel.

The person who has signed this agreement as Boat Owner hereby represents and warrants that he is in fact and in law the true owner of the vessel, and that he has full power and right to enter into this agreement for himself and for the vessel, and that there are no restrictions of any kind upon him or the vessel which limit or restrict his right and power to bind himself and the vessel to each and every term and condition of this agreement.

Boat Owner hereby acknowledges that owner has read and fully understands that this Marina License Agreement, as well as the rules, policies and regulations currently governing the use of space at Marina's premises.

In witness whereof, this agreement has been executed by Marina and Boat Owner as of the day and year first written above, or otherwise specified.

Marina: Charleston Harbor Resort & Marina
24 Patriot's Point Road
Mount Pleasant, SC 29464
(843) 856-9996
(843) 856-8149 (fax)

By: [Signature]
Marina Representative

Date: 09/19/07

Boat Owner:

[Signature]
(Print Name)

(Signature)

(Day Time)

(Evenings/Weekends)

(Facsimile)

(Mobile)

(Date)

Please sign if you wish to have your account
Automatically paid with credit card at time of billing.

**STATE OF DELAWARE
CERTIFICATE FOR RENEWAL
AND REVIVAL OF CHARTER**

The corporation organized under the laws of the State of Delaware, the charter of which was voided for non-payment of taxes and/or for failure to file a complete annual report, now desires to procure a restoration, renewal and revival of its charter pursuant to Section 312 of the General Corporation Law of the State of Delaware, and hereby certifies as follows:

1. The name of the corporation is CHESAPEAKE VENTURE CORP.
2. Its registered agent and registered office in the State of Delaware is:
CORPORATE SYSTEMS INC.
305 Brookfield Dr.
Dover DE 19901-6534 Kent County
3. The date of filing of the Corporation's original Certificate of Incorporation in Delaware was May 25, 2005.
4. The renewal and revival of the charter of this corporation is to be perpetual.
5. The corporation was duly organized and carried on the business authorized by its charter until March 1, 2008 at which time its charter became inoperative and void for non-payment of taxes and/or failure to file a complete annual report and the certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

DATED: April 17, 2013

BY: /s/ Paul A. Davis

Paul A. Davis, President



SCANNED

D-4 SUNSET CAY MARINA VISITOR DOCKAGE AGREEMENT

Date: 5/27/08
 Vessel Type: Sail Power Gas Diesel Vessel Name: BRANN CRU
 Registration or Documentation # _____
 LOA: 16.5 Beam 14 Draft 5.6
 Name: Paul Davis Ph: 803-276-4777 Cell 803-321-7414
 Mailing Address: 14639 C.R. Kapp Hwy
 City Newberry State SC Zip 29108
 Email: DAVIS1979@B-MAIL.COM
 Alternate Emergency contact: LYNN DAVIS
 Phone Number 803-321-7665
 Arrival Date: 5/27/08 Departure Date: _____
 Rental Plan Daily Weekly Monthly
 Rental Rate 427.50
 Electric surcharge: \$25 — 30 amp service \$50 — 50 service
 Insurance Documents _____ (Initial and attach copy to form)
 Vessel Documents or Registration _____ (Initial and attach copy to form)

Summary of Marina Policies

1. This agreement is for dock space only. Such space is used at the sole risk of the vessel, its owner, captain, or agent, and guests of vessel. The Marina shall NOT be responsible for personal injury, vessel damage, or damage to any other property or persons whether real or alleged in any way related to the use of the marina and its facilities by any person aboard the vessel or by the vessels presence in the Marina.
2. Dockage rates for standard slips are based on the entire measured length of the vessel, with a minimum of 25' feet.
3. All owners, captains, crew and guest are required in such a manner as to not disturb the quite enjoyment of the facility or other boaters docked in the facility.
4. All garbage, trash and other refuse shall be placed in secured garbage bags and then placed in one of the trash containers provided on the docks.
5. Failure to abide by this agreement may result in your removal from the marina property.
6. There are no refunds on visitor dockage payments.
7. No live-a-boards (defined as over 3-5 consecutive days)
8. All slips are for sale and rental term may be cancelled after 30 days.
9. Please park all motor vehicles in "Marina" parking lot. No trailers allowed.
10. I, the under signed, have read and agree to abide by Sunset Cay Marina Policies, rules and regulations (attached) and have provided proof of liability Insurance.

Signature: Paul A. Davis Date: 5-28-08

Sunset Cay Acceptance: PA Date 5/27/08

Be

D-4 427.50 & DS

Gary ~~Schuch~~ owner
Schuch slip

843-813-5031

255 kms st
char SC 35



PEDERSEN & SCOTT, P.C.

Attorneys at Law
775 St. Andrews Blvd.
Charleston, South Carolina 29407
Phone (843) 556-5656 Fax (843) 556-5635

January 28, 2009

Paul Davis
101 N. Fairfield Drive
Dover, DE 19901

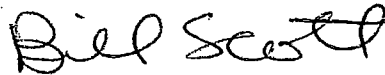
RE: Charleston Harbor Resort and Marina v. Paul Davis
Case No. 09-SC-86-0110

Dear Mr. Davis:

Please find enclosed for service upon you the Civil Cover Sheet, Summons and Complaint in connection with the above-referenced case. Pursuant to the Summons, you are required to file and serve an Answer or other responsive pleading to the Complaint within thirty (30) days of service hereof.

If you have any questions, please contact me directly.

With regards,



William A. Scott

WAS:th
Enclosure

cc: Jason Poe



Charleston Harbor Resort & Marina Charleston Small Claims Court

Plaintiff

VS

PAUL DAVIS

Defendant

2009-SC-86-0110

Case No:

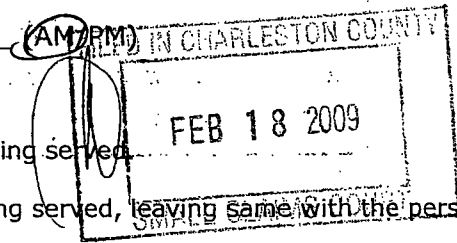
Return of Private Process Server

I Declare, that I am a citizen of the United States, over the age of eighteen (18) years and not a party to this action and within the boundaries of the State where service was affected. I was authorized by law to perform said service.

I served CORPORATE SYSTEMS, INC. - Joyce Lockart - Registered Agent with the **SUMMONDS, COMPLAINT, AFFIDAVIT, NOTICE TO PLEAD AND THE MOTION FOR SUMMARY JUDGMENT, SUBPOENA, INTERROGATORIES, AND/OR:**

Address: 505 Brookfield Dr, Dover, DE 19901

Date: 2/4/09 Time: 10:45



Manner of Service

- (X) By personally delivering copies to the person authorized agent or entity being served.
- () By leaving during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.
- () By leaving copies the dwelling house or usual place of abode of the person being served, with a member of the household 18 years or older and explaining the general nature of the papers.
- () Copies of the document were mailed prepaid, first-class on _____ From: _____

Description - JOYCE LOCKART -

- | | | | | | |
|--|--|--|---|---|--|
| ☐ Male | ☒ White Skin | ☐ Black Hair | ☐ 14-20 Yrs | ☐ Under 5' | ☐ Under 100# |
| ☒ Female | ☐ Black Skin | ☒ Brown Hair | ☐ 21-35 Yrs | ☒ 5'0" - 5'3" | ☒ 100-130# |
| | ☐ Yellow Skin | ☐ Blond Hair | ☐ 36-50 Yrs | ☐ 5'4" - 5'8" | ☐ 131-160# |
| | ☐ Brown Skin | ☐ Gray Hair | ☒ 51-65 Yrs | ☐ 5'9" - 6'0" | ☐ 161-200# |
| | ☐ Red Skin | ☐ Red Hair | ☐ 65 + Yrs | ☐ Over 6' | ☐ Over 200# |

NON-SERVICE: Evading _____ Unknown at address _____ Moved _____ No Forwarding Address _____
Address does not exist _____ Service Canceled by Litigant _____ Other _____

I Declare under penalties of perjury the information contained herein is true and correct, and this affidavit was executed on: 2/4/09 (Date)

Sheila F Cohen, Inc.
SHEILA F. COHEN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 5, 2010

Daniel F. DeLallo
Signature of Server

DANIEL F. DELALLO

Print



STATE OF SOUTH CAROLINA)

MAGISTRATES COURT

COUNTY OF CHARLESTON)

TRANSCRIPT OF JUDGMENT

JUDGMENT AGAINST	ATTORNEY
NAME: PAUL DAVIS 505 BROOKFIELD DRIVE ADDRESS: DOVER, DE 19901	
JUDGMENT IN FAVOR OF	
NAME: CHARLESTON HARBOR RESORT & MARINA ADDRESS:	WILLIAM A. SCOTT, ESQ 775 ST. ANDREWS BLVD CHARLESTON, SC 29407
DAMAGES AND COST	

AMOUNT OF JUDGMENT\$ 4,146.56

INTEREST.....\$

ATTORNEY FEES\$ 1,000.00

COST.....\$ 140.00

TOTAL.....\$ 5,286.56

JUDGMENT RENDERED

April 3, 2009

MAGISTRATE

EXECUTION AGAINST PROPERTY

TO THE SHERIFF OF CHARLESTON COUNTY:

The above judgment was docketed in the office of the Clerk of the Court of Common Pleas, County of Charleston, the 28th day of April, 2009.

THEREFORE, WE REQUEST YOU, that you satisfy the said judgment out of the personal property of the said judgment debtor within your County, or if sufficient personal property cannot be found, that out of the real property in your County belonging to such judgment debtor on the day when the said judgment was so docketed in your County, or at any time thereafter, in whose hands soever the same may be, and duly return this execution, according to law, to the Clerk of the Court of Common Pleas for the County of Charleston.

WITNESS, John D. Amy Clerk of the Court of Common Pleas of Charleston County,
this 28th day of April, 2009.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

SUNSET CAY MARINA,)

Plaintiff,)

vs.)

PAUL A. DAVIS and the)
VESSEL named "GRAND CRU,")
in personam,)

Defendants.)

IN THE SMALL CLAIMS COURT

CASE NO. ~~12-SC-86~~

2012 CV 1010600380

COMPLAINT

(JURY)

(Breach of Contract)

FILED IN CHARLESTON COUNTY

MAR 12 2012

CITY SMALL CLAIMS COURT

The Plaintiff herein complaining of the Defendants herein would allege and show as follows:

1. The Plaintiff, Sunset Cay Marina, is a marina located on Folly Beach, South Carolina, and is in the business of renting dock space to boats at the marina.
2. Upon information and belief, the Defendant, Paul A. Davis, is a resident of Newberry, South Carolina, and is owner of the Vessel, "Grand Cru."
3. The Defendant, Vessel, "Grand Cru," bearing Official No. 1056595 is a 1997 45' Hunter sailboat kept and maintained in Charleston County (hereinafter the "Vessel").
4. On or around May 27, 2008, the Plaintiff and the Defendant, Paul A. Davis, entered into a written license dockage agreement (hereinafter the "Contract" a copy of which is attached hereto) for the Vessel.
5. The Plaintiff has provided dockage for the Vessel as required by the Contract.
6. The Defendant, Paul A. Davis, breached the Contract by failing to pay the monthly rental as agreed, and is indebted to the Plaintiff in the amount in excess of \$11,500.00.
7. As a direct and proximate result of the aforesaid breach of contract, the Plaintiff has incurred damages actual damages in excess of \$11,500.00, and is continuing to be damaged by the



Defendant's continued failure to pay dockage while refusing to remove the vessel from Sunset Cay Marina.

8. The Vessel is responsible for the dockage costs in the event that Davis does not pay the dockages required by the Contract.

WHEREFORE, the Plaintiff prays for judgment against the Defendants for \$7,500.00 (the jurisdictional limits of this Court), plus prejudgment interest, the cost of this action, attorney's fees as may be allowed at law and for such other and further relief as this Court deems just and proper not to exceed the jurisdictional limits of this Court.

ROGERS TOWNSEND & THOMAS, P.C.



William A. Scott (SC Bar # 15148)
Francis M. Ervin, II (SC Bar # 70900)
775 St. Andrews Blvd.
Charleston, South Carolina 29407
(843) 556-5656
Fax: (843) 556-5635
ATTORNEYS FOR PLAINTIFF

Dated this 6th day of March, 2012.

ROGERS TOWNSEND & THOMAS, PC
775 ST. ANDREWS BOULEVARD
CHARLESTON, SOUTH CAROLINA 29407
P 843.556.5656 F 843.556.5635
W RTT-LAW.COM

WILLIAM A. SCOTT
BSCOTT@RTT-LAW.COM
FRANCIS M. ERVIN II
FRANCIS.ERVIN@RTT-LAW.COM
SC, MA



June 8, 2012

Wendy J. Keefer, Esquire
Keefer & Keefer, LLC
1643-B Savannah Highway, Suite 226
Charleston, SC 29407

RE: Sunset Cay Marina v. Paul A. Davis and the Vessel names "Grand Cru"
Case No.: 2012-CV-1010600380

FOR SETTLEMENT PURPOSES ONLY

Dear Wendy:

I am in receipt of your letter dated June 6, 2012 and provide the following response on behalf of Sunset Cay Marina. Mr. Davis currently owes \$16,291.00 for past due slip fees. Sunset Cay Marina will agree to settle this case by payment of \$7,500.00 provided payment is received within ten (10) days and the vessel is removed from the Marina at the time of payment. Payment must be by certified funds.

With regards to the alleged damage to the vessel, the lease agreement provides that the Marina is not liable for any damage to the vessel. Further, the only damage the Marina could possibly be responsible for is the repair to the gel-coat for \$835.00. The other work identified in the estimate is necessary for the normal care and maintenance of the vessel. The vessel has not been maintained properly and is in poor condition.

With regard to taking the vessel, the Marina has a possessory lien on the vessel under Admiralty law and State law, Section 29-15-10, lien for repairs or storage, sale of articles.

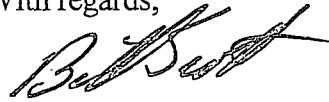
If a counterclaim is filed, and the case removed to Circuit Court, an amended Complaint will be filed for the full amount owed for the past due slip fees, attorney's fees and costs, and to foreclose and sell the vessel under Admiralty law and South Carolina law, Section 29-9-10.

Mr. Davis has a history of failing to pay slip rental fees for the vessel. There is an existing judgment against Mr. Davis in favor of Charleston Harbor Resort and Marina for \$5,286.56 for failure to pay slip rental while the vessel was at that marina. Mr. Davis' contention that he is not liable for slip rental fees to Sunset Cay Marina and that the Marina is responsible for any damage is simply unfounded.



Please contact me if you have any questions or would like to discuss this matter.

With regards,

A handwritten signature in black ink, appearing to read 'Bill Scott', written in a cursive style.

William A. Scott

WAS/ib

cc: Sunset Cay Marina



lynn davis <davis979@gmail.com>

Fw: Sunset Cay Marina v. Paul Davis, et al.

Wendy Keefer <wendykeefe@yahoo.com>
Reply-To: Wendy Keefer <wendykeefe@yahoo.com>
To: lynn davis <davis979@gmail.com>

Mon, Jun 11, 2012 at 12:00 PM

Please see attached letter in response to the one I sent last week. Also see the email below. Though I think filing a counterclaim for the full amount of the repairs and removing this matter to circuit court might put more pressure on the other side to consider resolving this matter, it will also expose you to much more potential liability. For that reason, I think the best course of action is likely to file a counterclaim for the \$7,500 magistrate's court limit and seek to offset any amounts owed. Please note also that they are not willing to permit the vessel to be moved as I suspect if a verdict for the \$7,500 sought in magistrate's court is obtained and a jury fails to find the marina owes you for the boat damage they will use the lien on the vessel to collect that debt. Let me know what you think.

It is clear they believe they are not responsible for the damage; I, however, read the agreement as their not being responsible to damage that merely occurs while there. It certainly does not alleviate their responsibility for their own actions causing damage to the vessel. If this matter is tried in the magistrate's court we will likely want someone, perhaps from Detyens, to be able to testify to the likely source of the damage (i.e., that the damages for which repair is sought are not due to wear and tear and poor maintenance).

Sincerely,

Wendy J. Keefer
Keefer & Keefer, LLC
1643B Savannah Hwy, Suite 226
Charleston, SC 29407
(843) 801-2414 (direct dial)
(843) 860-1534 (mobile)
wendy@keefeandkeefe.com
wendykeefe@yahoo.com

The communications contained in this email are or may be attorney-client privileged or protected by the attorney work product privilege. If you receive this email in error, please delete it and notify the sender immediately. Thank you.

— Forwarded Message —

From: Bill Scott <Bill.Scott@rtt-law.com>
To: 'Wendy Keefer' <wendykeefe@yahoo.com>
Sent: Monday, June 11, 2012 11:40 AM
Subject: RE: Sunset Cay Marina v. Paul Davis, et al.

Wendy:

Please see the attached letter mailed last week. I would like to think this is a matter that could and should be resolved, however, I don't expect that it will be unless Mr. Davis agrees to pay his debts.

Please call me if you would like to discuss this matter.

Thanks. Bill Scott



Bill Scott

Direct 843.556.5656
Fax 843.556.5635

<https://mail.google.com/mail/h/111hls31610a7/?&v=pt&msg=137dc47b79c25c6d>

6/11/2012

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Sunset Cay Marina,

Plaintiff,

v.

Paul A. Davis and the Vessel named
"Grand Cru," *in personam*,

Defendants.

IN THE MAGISTRATE'S COURT

CASE NO.: 2012-cv-1010600380

(1)
JUN 25 2012

**DEFENDANTS'
ANSWER AND COUNTERCLAIM**

JURY TRIAL DEMANDED

Defendants, Paul A. Davis and the Vessel named "Grand Cru" (collectively "Defendants" or "Davis"), by and through their undersigned counsel, do hereby answer the Plaintiff's Complaint by denying each and every allegation not herein expressly admitted, and reserving all rights to amend this Answer and Counterclaim pursuant to court rules, and by responding to Plaintiff's allegations as follows:

1. Upon information and belief, Defendants admit the allegations of Paragraph 1 of Plaintiff's Complaint.
2. Defendants admit the allegations of Paragraph 2 of Plaintiff's Complaint.
3. Answering the allegations in Paragraph 3 of Plaintiff's Complaint, Defendants crave reference to the actual specifications of the relevant vessel, but upon information and belief admit those allegations.
4. Answering the allegations of Paragraph 4 of Plaintiff's Complaint, Defendants crave reference to the actual Visitor Dockage Agreement for the terms thereof.
5. Answering the allegations of Paragraph 5 of Plaintiff's Complaint, Defendants admit that dockage was provided for the Vessel but deny that



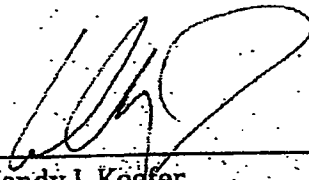
such dockage was provided as required by the Visitor Dockage Agreement to the extent that damage was inflicted to the Vessel as a result of Plaintiff's intentional acts.

6. Answering the allegations of Paragraphs 6 and 7 of Plaintiff's Complaint, Defendants admit that they failed to pay all dockage fees due but have insufficient information and knowledge at this time to know the amount due for such dockage and deny that dockage fees are due for the period of time Defendants were prohibited by Plaintiff from moving the Vessel from the Plaintiff's marina.
7. The allegations of Paragraph 7 of Plaintiff's Complaint state conclusions of law, which conclusions Defendants are required neither to admit nor deny.
8. Further answering the Complaint and as a **COUNTERCLAIM** against Plaintiff, Defendants assert and allege that actions taken by Plaintiff, due either to the intentional acts or negligence of Plaintiff, resulted in damages to the Vessel, which property damages are in excess of the \$7,500 sought by Plaintiff in this matter. Therefore, Defendants are entitled to payment by Plaintiff for the damages caused to the vessel. Waiving any excess over this Court's jurisdictional limit, Defendants hereby assert they are entitled to judgment in their favor for \$7,500.

WHEREFORE, Defendants have fully responded to Plaintiff's Complaint and asserted counterclaims against Plaintiff, Defendants respectfully request this Honorable Court enter judgment in their favor, dismissing any and all claims of

Plaintiff, and awarding them damages, attorneys' fees and costs as the Court deems appropriate.

June 12, 2012



Wendy J. Keefer
Keefer & Keefer, LLC
1643B Savannah Hwy., Suite 226
Charleston, South Carolina 29407
(843) 801-2414 (direct dial)
(843) 225-7635 (facsimile)
wendy@keeferandkeefer.com

ATTORNEYS FOR DEFENDANTS

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SUNSET CAY MARINA,

Plaintiff(s)

vs.

PAUL A. DAVIS and the VESSEL named
"GRAND CRU," in personam,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

12-CP - 10- 0204

(Please Print)

Submitted By: WILLIAM A. SCOTT

Address: ROGERS TOWNSEND & THOMAS, P.C.

775 ST. ANDREWS BLVD., CHARLESTON, SC 29407

SC Bar #: 15148

Telephone #: 843-556-5656

Fax #: 843-556-5635

Other: -

E-mail: bill.scott@rtt-law.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

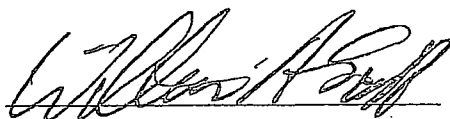
*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|---|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☒ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
|---|---|---|---|
-
- | | | | |
|--|---|--|--|
| Inmate Petitions
☐ PCR (500)
☐ Sexual Predator (510)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture (840)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
|--|---|--|--|
-
- | | |
|--|--|
| Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650) |
|--|--|

Submitting Party Signature:



Date: September 21, 2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.



FOR MANDATED ADR COUNTIES ONLY
Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-10-

SUNSET CAY MARINA,)

Plaintiff,)

vs.)

PAUL A. DAVIS and the)
VESSEL named "GRAND CRU,")
in personam,)

Defendants.)

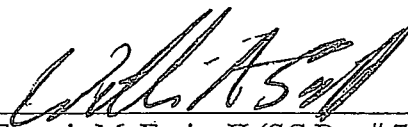
SUMMONS
(JURY TRIAL DEMAND)
(Breach of Contract – Foreclosure on Vessel)

2012 SEP 24 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to file with the Clerk of Court an answer to the Complaint in the above-captioned case, a copy of which is herewith served upon you, and to serve a copy of your Answer to the subscriber at the office of ROGERS TOWNSEND & THOMAS, P.C., 775 St. Andrews Blvd., Charleston, South Carolina 29407, within thirty (30) days after the service hereof, exclusive of the day of service. If you fail to answer or otherwise plead within the time aforesaid, the Plaintiff herein will apply to the Court for the relief demanded in the Verified Complaint.


Francis M. Ervin, II (SC Bar # 70900)
William A. Scott (SC Bar # 15148)
Rogers Townsend & Thomas, P.C.
775 St. Andrews Blvd.
Charleston, SC 29407
(843) 556-5656
ATTORNEY FOR PLAINTIFF

Dated this 21st day of September, 2012.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SUNSET CAY MARINA,)
)
Plaintiff,)
)
vs.)
)
PAUL A. DAVIS and the)
VESSEL named "GRAND CRU,")
in personam,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS

CASE NO. 2012-CP-10-

COMPLAINT

(JURY TRIAL DEMAND)

(Breach of Contract – Foreclosure on Vessel)

FILED
2012 SEP 24 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT

The Plaintiff herein, complaining of the Defendants herein, would allege and show as follows:

1. The Plaintiff, Sunset Cay Marina (hereinafter "Plaintiff"), is a marina located on Folly Beach, South Carolina, and is in the business of renting dock space to boats at the marina.
2. Upon information and belief, the Defendant, Paul A. Davis (hereinafter "Davis"), is a resident of Newberry, South Carolina, and claims to be the owner of the Vessel, "Grand Cru," but the applicable vessel registration or documentation does not show Davis as the true owner of the Vessel.
3. The Defendant, Vessel "Grand Cru," bearing Official No. 1056595, is a 1997 45' Hunter sailboat kept and maintained in Charleston County (hereinafter the "Vessel").
4. On or around May 27, 2008, the Plaintiff and the Defendant, Paul A. Davis, entered into a written license dockage agreement (Exhibit A attached hereto) for the Vessel.
5. The Plaintiff has provided dockage for the Vessel as required by the Contract.
6. Davis breached the Contract by failing to pay the monthly rental as agreed and is indebted to the Plaintiff in the amount in excess of \$16,219.00, plus attorneys' fees and costs as may be allowed at law.

7. The Plaintiff duly filed and served its Statement for Lien on a Vessel, with such lien being filed in Book O261 Page 459 at the RMC Office for Charleston County, with said Statement For Lien on a Vessel attached hereto as Exhibit "B."
8. As a direct and proximate result of the aforesaid breach of contract, the Plaintiff has incurred actual damages in excess of \$16,291.00 and is continuing to be damaged by Davis' continued failure to pay dockage while refusing to remove the Vessel from Sunset Cay Marina.
9. The Vessel is responsible for the dockage costs in the event that Davis does not pay the dockage required by the Contract, and the Plaintiff is entitled to have the Vessel auctioned off by the Court to pay the debt pursuant to Section 29-9-10, *et seq.*

WHEREFORE, Plaintiff prays that Defendants' Counterclaim be dismissed with prejudice, and the Plaintiff prays for judgment against the Defendants for \$16,291.00, plus prejudgment interest, the cost of this action, attorney's fees as may be allowed at law, and for such other and further relief as this Court deems just and proper, including an Order requiring the Vessel be sold by the Court to satisfy the debt owed to the Plaintiff.

ROGERS TOWNSEND & THOMAS, P.C.



William A. Scott (SC Bar # 15148)
Francis M. Ervin, II (SC Bar # 70900)
775 St. Andrews Blvd.
Charleston, South Carolina 29407
(843) 556-5656
Fax: (843) 556-5635
ATTORNEYS FOR PLAINTIFF

Dated this 21st day of September, 2012.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
SUNSET CAY MARINA,)
Plaintiff,)
v.)
PAUL A. DAVIS and the VESSEL)
named "GRAND CRU," *in personam*,)
Defendants.)

IN THE COURT OF COMMON PLEAS
CASE NO. 2012-CP-10-6204

DEFENDANTS' ANSWER AND
COUNTERCLAIM

JURY TRIAL DEMANDED

2012 NOV 20 PM 2:30
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

Defendants, Paul A. Davis and the Vessel named "Grand Cru" (collectively "Defendants" or "Davis"), do hereby answer the Plaintiff's Complaint by denying each and every allegation not herein expressly admitted, and reserving all rights to amend this Answer and Counterclaim pursuant to court rules, and by responding to Plaintiff's allegations as follows:

1. Upon information and belief, Defendants admit the allegations of Paragraph 1 of Plaintiff's Complaint.
2. Answering the allegations of Paragraph 2 of Plaintiff's Complaint, Defendants admit that Davis is a resident of Newberry and answers and asserts that an entity owned solely by Davis is the registered owner of the vessel but that the entity no longer exists or operates and that its property is now the property of Davis.
3. Answering the allegations of Paragraph 3 of Plaintiff's Complaint, Defendants crave reference to the actual vessel specifications but, upon information and belief, answer the allegations of paragraph 3.



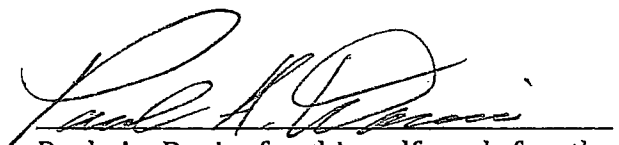
4. Answering the allegations of Paragraph 4 of Plaintiff's Complaint, Defendants crave references to the actual documents described in that paragraph for the date and terms, but admit that Exhibit A to the Plaintiff's Complaint appears to be a copy of said document.
5. Answering the allegations of Paragraph 5 of Plaintiff's Complaint, Defendants admit that dockage has been provided but further assert that damages to the vessel Grand Cru occurred as a direct result of actions by Plaintiff.
6. Answering the allegations of Paragraph 6 of Plaintiff's Complaint, Defendants admit that due to financial difficulties payments did get behind as relates to the vessel's dockage at Plaintiff's facility, but has insufficient information at this point as to the amount currently owed. Defendants further deny that Plaintiff is entitled by law or by contract to any attorneys' fees or costs.
7. Answering the allegations of Paragraph 7 of Plaintiff's Complaint, Defendants crave reference to the document referenced for the terms and validity of said document.
8. Answering the allegations of Paragraph 8 of Plaintiff's Complaint, Defendants again admit that payments were missed in connection with the dockage of the vessel Grand Cru at Plaintiff's facility, but deny that any continuing fees are the result of Defendants' action or inaction, as Defendant Davis has offered and requested the ability to remove the vessel from Plaintiff's facility in order to avoid further dockage fees and damages to Plaintiff.

9. The allegations of Paragraph 9 of Plaintiff's Complaint state conclusions of law that Defendants are required neither to admit nor deny.

10. Further answering the Complaint and as a **COUNTERCLAIM** against Plaintiff, Defendants assert and allege that actions taken by Plaintiff, due either to the intentional acts or negligence of Plaintiff, resulted in damages to the Vessel Grand Cru, which property damages are in excess of the damages sought by Plaintiff in this matter. Therefore, Defendants are entitled to payment by Plaintiff for the damages caused to the vessel and are entitled to a set off of any damages to which Defendants may be entitled in this action.

WHEREFORE, Defendants have fully responded to Plaintiff's Complaint and asserted counterclaims against Plaintiff, Defendants respectfully request this Honorable Court enter judgment in their favor, dismissing any and all claims of Plaintiff, and awarding them damages, attorneys' fees and costs as the Court deems appropriate.

November 20, 2012


Paul A. Davis for himself and for the
Vessel Grand Cru
14639 C.R. Koon HWY
Newberry, SC 29108
803.321.7414
davis979@gmail.com

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION
IN ADMIRALTY

CHESAPEAKE VENTURE CORP.,	)	
And PAUL A. DAVIS,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	2:13-cv- 01657 - DCN
	)	
SUNSET CAY MARINA, SUNSET	)	
CAY COMMERCIAL, LLC, and	)	
GARY SCHWAB,	)	
	)	
Defendants.	)	
	)	(Non Jury)

PLAINTIFFS' ORIGINAL COMPLAINT

COME NOW Chesapeake Venture Corp. and Paul A. Davis, Plaintiffs in the above captioned action, and, complaining of Defendants, show this Honorable Court as follows:

1. This is an action for conversion of and damage to a vessel afloat upon the navigable waters near Folly Beach, Charleston County, South Carolina and is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure; Plaintiffs invoke the original admiralty jurisdiction of this Honorable Court pursuant to 28 U.S.C. § 1333(1).

2. This case is governed by the General Maritime Law of the United States, and laws supplemental thereto and amendatory thereof.



3. At all times material hereto, Chesapeake Venture Corp. ("Chesapeake") was and is a business corporation formed under and existing by virtue of the laws of Delaware.

4. At all times material hereto, Chesapeake was owner of record of the U.S. Flag sailing vessel GRAND CRU (Official Number 1056595) ("the vessel").

5. On or about May 26, 2005 Chesapeake chartered the vessel to Paul A. Davis ("Davis"), a citizen of South Carolina, who has operated the vessel since that time.

6. On information and belief at all times material, Defendant Sunset Cay Marina was and is a business entity with a place of business at 66 West 9th Street Extension, Folly Beach, South Carolina 29439.

7. On information and belief at all times material hereto, Defendant Sunset Cay Commercial, LLC ("Commercial") was and is a domestic limited liability company with a principal place of business at 66 West 9th Street Extension, Folly Beach, South Carolina 29439.

8. On information and belief at all times material hereto, Commercial was and is the owner and operator of Sunset Cay Marina. Alternatively, another entity was and is the owner and operator of Sunset Cay Marina.

9. On information and belief at all times material hereto, Defendants have been doing business as Sunset Cay Marina

("Marina").

10. On information and belief at all times material, Chris Kleinhans ("Kleinhans") was and is employed as manager of Marina.

11. On information and belief at all times material hereto, Defendant Gary Schwab ("Schwab") was and is deeded owner of Slip D-4, Sunset Cay Marina Horizontal Property Regime ("Slip D-4").

12. On information and belief at all times material hereto, Schwab contracted with Marina for Marina to act as Schwab's agent to collect dockage for Schwab for use of Slip D-4 by one or more vessels in navigation.

13. On information and belief at all times material hereto, Marina agreed to receive and did in fact receive dockage payments for Schwab for use of Slip D-4.

14. On or about May 27, 2008 Davis entered into a maritime contract with Marina, as agent for Schwab, for dockage for the vessel at Slip D-4.

15. The contract between Davis and Marina did not provide a security agreement or other contractual provision allowing Marina to maintain possession of the vessel in case of Davis' nonpayment of dockage.

16. The contract between Davis and Marina did not contain a choice of law provision.

17. Davis paid dockage of \$427.50 per month for the months

of June through December, 2008 and for the months of January through March, 2009.

18. At Marina's direction, Davis made his checks for dockage payable to "Gary Schwab."

19. On information and belief Davis' checks for dockage were negotiated by Schwab.

20. In or about May 2009, Davis began to get behind with his agreed dockage payments.

21. On or about May 3, 2010, Defendants, by and through their agent Diana Clark, agreed to reduce the monthly dockage for Slip D-4 to \$400.00 per month.

22. In or about July, 2010, without permission from Plaintiffs, Defendants chained the vessel to the dock at Slip D-4 with a rusty chain.

23. From July, 2010 through the present, Defendants have refused to allow Davis to remove the vessel for repairs, to avoid additional dockage charges, or for any purpose.

24. Due to Defendants' negligence in chaining the vessel to the dock with a rusty chain, the vessel sustained damage, including to the gelcoat and fiberglass of the hull in several areas.

25. On or about March 20, 2011, Defendants removed the rusty chain from the vessel.

26. Although Defendants removed the rusty chain from the vessel on or about March 20, 2011, Defendants have continued to refuse to allow Davis or Chesapeake to remove the vessel for any purpose.

27. On or about March 12, 2012, Defendants commenced litigation ("collection action") against Davis in the Magistrate's Court for collection of unpaid dockage.

28. On or about September 24, 2012 the collection action was moved to the Court of Common Pleas.

29. Defendants continue to refuse Plaintiffs and their agents access to the vessel for maintenance and repairs.

FOR A FIRST CAUSE OF ACTION
(Conversion)

30. Plaintiffs repeat the above allegations as fully as if set forth herein verbatim.

31. By July, 2010 Davis was behind with his agreed dockage payments.

32. In or about July, 2010, Chesapeake was owner of record of the vessel and Davis was charterer of the vessel.

33. At that time, Plaintiffs were entitled to possession of the vessel, Chesapeake by virtue of its title and Davis by virtue of his charter.

34. In or about July, 2010, Defendants chained the vessel to the dock at Slip D-4.

35. At that time, no contract, statute, or case law gave Defendants the legal right to chain the vessel to the dock.

36. Defendants failed to follow proper procedure to enforce their maritime lien for dockage.

37. From July, 2010 through March 20, 2011, Defendants kept the vessel chained to the dock.

38. From July, 2010 through the present, Defendants have maintained exclusive possession of and control over the vessel.

39. Multiple times since July, 2010, Plaintiffs, through counsel, have demanded possession of the vessel.

40. From July, 2010 through the present, Defendants have refused Plaintiffs' demands for possession of the vessel.

41. From July, 2010 through the present, Defendants have detained the vessel and refused to allow Plaintiffs to remove the vessel for repairs, to avoid additional dockage charges, or for any purpose.

42. From July, 2010 through the present, Defendants have exercised unauthorized control over the vessel and have converted the vessel to their own use.

43. From July, 2010 through the present, Defendants have refused Plaintiffs and their agents access to the vessel for maintenance and repairs.

44. Defendants' said control and use of the vessel were without Plaintiffs' permission.

45. Defendants' conversion of Plaintiffs' vessel has proximately caused damages to Plaintiffs measured by the value of the vessel (estimated to be \$175,000.00) with interest at the legal rate.

46. Because Defendants' actions in converting Plaintiffs' vessel was in reckless indifference to the Plaintiffs' rights, Plaintiffs are entitled to punitive damages in an amount considered by the Court sufficient to punish Defendants and to deter Defendants and others similarly situated from engaging in such conduct in the future.

FOR A SECOND CAUSE OF ACTION
(Negligence - Property Damage)

47. Plaintiffs repeat the above allegations as fully as if set forth herein verbatim.

48. Defendants owed Davis and Chesapeake a duty to use reasonable care not to damage the vessel.

49. In or about July, 2010, Defendants breached their duty of care to Plaintiffs in the following respects:

a. Defendants failed to properly secure the vessel to the dock without damage;

b. Defendants failed to use a proper vinyl coated chain or cable to secure the vessel to the dock without damage;

c. Defendants failed to protect the hull, gel coat, and fiberglass of the vessel from damage;

d. Defendants negligently used a rusty chain to secure the vessel;

e. Defendants failed to prevent abrasion to and rust staining of the vessel's hull;

f. Defendants failed to select knowledgeable and competent employees to secure the vessel;

g. Defendants failed to use proper protective layers and devices to avoid damage and rust staining of the vessel;

h. Defendants, having damaged and stained the hull of the vessel with a rusty chain, failed to use reasonable care to repair the damage;

i. Defendants failed to be careful to avoid damage to the vessel;

j. Defendants failed to exercise due care for the structural integrity of the vessel while chaining the vessel to the dock;

k. Defendants failed to maintain and repair the vessel;

l. Defendants failed to allow Plaintiffs and their agents to maintain and repair the vessel; and

m. Such other and further negligence and recklessness as may come to light in discovery or may be proved upon the trial of this action.

50. Defendants' said negligence has directly and proximately caused damages to the vessel.

51. As a direct and proximate result of Defendants' negligence Plaintiffs have suffered and will in the future suffer damages measured by the fair and reasonable costs to repair the vessel, including:

a. from chaining the vessel to the dock with a rusty chain, abrasion and rust staining of the gelcoat and fiberglass of the hull in several areas, repair costs for which have been estimated by Ross Marine, LLC to be approximately \$45,000.00;

b. possible damage to the structural integrity of the vessel, repair costs unknown;

c. possible additional damages unknown to Plaintiffs at this time, repair costs unknown;

d. maintenance and routine repairs prevented by Defendants, repair costs unknown.

52. Because Defendants' reckless conduct proximately caused damage to the vessel in the above respects, Plaintiffs are entitled to an award of punitive damages in an amount considered by the Court sufficient to punish Defendants and to deter Defendants and others similarly situated from engaging in such conduct in the future.

FOR A THIRD CAUSE OF ACTION

(Davis' Claim Against Sunset Cay Investment Co., LLC for
Violations of the Fair Debt Collection Practices Act, 15 U.S.C.
§ 1601, et seq.)

53. Plaintiffs repeat the above allegations as fully as if set forth herein verbatim.

54. At all times material hereto, Davis was and is a consumer within the meaning of the Fair Debt Collection Practices Act, 15 U.S.C. § 1601, et seq. ("the Act").

55. At all times material hereto, Investment Co., LLC was and is acting as a debt collector within the meaning of the Act, by attempting to collect, inter alia, a debt due to another ("subject debt").

56. Defendants had no right under contract, statute, or case law to enforce a possessory lien against the vessel, a U.S. Flag vessel on navigable waters.

Dispossession or Disablement - no security interest

57. For the past year, Investment Co., LLC has violated § 1692f(6)(A) of the Act, by using unfair or unconscionable means to collect or attempt to collect the subject debt, specifically, by taking or threatening to take nonjudicial action to effect dispossession or disablement of the vessel, where Defendants have no present right to possession of the vessel claimed as collateral through an enforceable security interest.

Dispossession or Disablement - property exempt by law

58. For the past year, Investment Co., LLC has violated § 1692f(6)(C) of the Act, by using unfair or unconscionable means to collect or attempt to collect the subject debt, specifically, by taking or threatening to take nonjudicial action to effect dispossession or disablement of the vessel, where the vessel is exempt by law from such dispossession or disablement. *The GLIDE*, 167 U.S. 606 (1897) (finding a Massachusetts state vessel lien statute nearly identical to S.C. Code Ann. § 29-9-10 *et seq.* enforceable only in federal court).

59. On information and belief at all times material hereto, Defendants maintained regular books and records, the entries in said books and records being made in the ordinary course of business, and that said books and records showed Davis' account accurately and in detailed fashion setting forth each charge on said account and setting forth each payment on said account.

False Representation - payment history

60. On or about May 21, 2013, Investment Co., LLC violated § 1692e(8) and (10) of the Act, by communicating into the public record credit information which was known by Defendants to be false, and by using a false representation and deceptive means to collect or attempt to collect any debt, when, in support of Defendants' position in the collection action, Defendants filed in the Court of Common Pleas an Affidavit of Chris Kleinhans.

61. The Affidavit of Chris Kleinhans falsely states, "Mr. Davis has failed to pay the required dockage fee since late 2008. . . ."

62. In fact Davis had made a dozen or more payments since 2008.

63. On information and belief, Defendants' books and records showed that Davis had made a dozen or more payments since 2008.

64. The said statement in the Affidavit of Chris Kleinhans is a false or misleading representation and constitutes credit information which is known to be false within the meaning of the statute.

65. The said false Affidavit remains filed in the public record.

66. Because of Investment Co., LLC's said violations of the Act, Davis has suffered humiliation, embarrassment, and mental anguish, and emotional distress and is entitled to all actual damages proved, additional damages of \$1,000.00, and an award of reasonable attorneys' fees and costs.

Prayer

WHEREFORE Plaintiffs pray for judgment against Defendants and in favor of Plaintiffs for all actual damages, special damages, general damages, presumed damages, statutory damages, additional damages, prejudgment interest, and punitive damages

allowed by the maritime law in an amount not less than \$220,000.00, and for judgment against Sunset Cay Investment Co., LLC and in favor of Paul A. Davis for all actual damages, additional damages, and reasonable attorneys' fees allowed by the Fair Debt Collection Practices Act, for declaratory relief declaring Plaintiffs' rights to immediate possession of the vessel, and for such other or further relief as may be in the interests of justice.

RESPECTFULLY SUBMITTED:

JOHN HUGHES COOPER, P.C.

By: /s/John Hughes Cooper
 JOHN HUGHES COOPER, ESQUIRE
 Federal Court ID 298
 South Carolina Bar 1387
 State Bar of Georgia 185986
shiplaw@jhcooper.com
 JOHN TOWNSEND COOPER, ESQUIRE
 Federal Court ID 10172
 South Carolina Bar 76087
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 1476 Ben Sawyer Blvd., Suite 7
 Mt. Pleasant, SC 29464
 843-883-9099; fax 843-883-9335

ATTORNEYS FOR PLAINTIFFS,
 CHESAPEAKE VENTURE CORP. and
 PAUL A. DAVIS

June 5, 2013
 Mt. Pleasant, South Carolina

V E R I F I C A T I O N

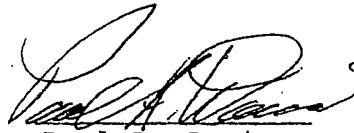
PERSONALLY APPEARED Paul A. Davis, who, under penalty of perjury, deposes and says:

a) My name is Paul A. Davis and I am one of the Plaintiffs in the instant action. I am over 18, of sound mind, and a resident of South Carolina.

b) I have read the foregoing PLAINTIFF'S ORIGINAL COMPLAINT and know the contents thereof and the same are true and correct to the best of my knowledge, except as to the matters therein stated to be on information and belief, and as to those matters I believe them to be true.

c) The sources of my information and the grounds of my belief are, my personal knowledge, and documents in my possession.

d) The above statements are true and correct under penalty of perjury.


Paul A. Davis

06/05/13
Date

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

FOR THE NINTH JUDICIAL CIRCUIT

CHARLESTON HARBOR RESORT MARINA,)

Plaintiff,)

VS.)

PAUL DAVIS,)

Defendant.)

CASE NO.:2009-JG-10-685



ORIGINAL

Hearing before the

Honorable Mikell R. Scarborough, reported by Bernadette A.

Cali, CSR and Notary Public, at 3:00 p.m. on August 19,

2013 at 100 Broad Street, Charleston, South Carolina.

A P P E A R A N C E S

For the Plaintiff: William A. Scott, Esq.
Rogers Townsend & Thomas, PC
775 St. Andrews Blvd.
Charleston, S.C. 29407

For the Defendant: John Hughes Cooper, Esq.
1476 Ben Sawyer Blvd. Suite 7
Mt. Pleasant
Charleston, S.C. 29464

Bernadette A. Cali, CSR
Notary Public

1 (Hearing commenced.)

2 THE COURT: Which case is it you're here for?
3 Charleston Harbor Resort Marina versus Davis?
4 Charleston Harbor versus Paul Davis. Bill Scott for
5 Plaintiff and John Hughes Cooper for Defendant.
6 Charleston Magistrate's Court and case number 2009 -- I
7 assume it was CP-10 originally?

8 MR. SCOTT: This is a judgment from the small
9 claims court.

10 THE COURT: Okay. Small claims court judgment, so
11 it's been assigned judgment number 2009-JG-10-685.
12 This is Mr. Cooper's motion for relief from judgment is
13 what we're here for today?

14 MR. COOPER: Yes, Your Honor. I first want to
15 thank Your Honor for working us in. There were
16 supplemental proceedings set and it's a big convenience
17 of my client not to have to come from Newberry, if the
18 judgment is to be set aside.

19 It's our position, Your Honor, that -- as Your
20 Honor certainly knows that when a defendant is not
21 properly served the Court has no jurisdiction of the
22 defendant. My client was not properly served in small
23 claims court.

24 Mr. Scott and the Charleston Harbor Marina got a
25 judgment by default without giving him notice, and they

1 are now trying to enforce it, and my client came to me,
2 and I moved to have it set aside for failure of service
3 of process.

4 Attached to my motion is the return of private
5 process server from smalls claims court. That's
6 Exhibit A to my motion, Your Honor. And it indicates
7 that the process server -- says he served personally
8 delivering copies to the authorized agent and he says
9 Joyce Lockhart, Corporate Systems Inc., Joyce
10 Lockhart-registered agent, is who he served according
11 to his affidavit. That's Exhibit A.

12 Then Exhibit B is affidavit of Joyce Lockhart and
13 she swears that she's never been the agent for service
14 of process for Paul Davis, and that she didn't have
15 authority to accept it for him and she -- the affidavit
16 doesn't say it but she never did notify him of that.

17 Now, in the spirit of full disclosure the
18 affidavit also says -- because I wanted the Court to
19 know what the relationship was. Lockhart works at a
20 company called Corporate Systems, Inc. And she was --
21 and the company was authorized agent for a separate
22 company in which Mr. Davis had an interest, which he
23 had let lapse and so at that time she didn't notify
24 anybody but she was authorized at one time to be agent
25 for receiving process for the corporation.

1 The corporation was Chesapeake Venture
2 Corporation. So she was authorized to accept service
3 for them, but Mr. Scott didn't sue the corporation. He
4 sued Mr. Davis. She was not authorized to accept,
5 therefore, Mr. Scott's action has to fail.

6 THE COURT: All right. Okay. Thank you,
7 Mr. Cooper. Mr. Scott?

8 MR. SCOTT: I would just like to -- this is a
9 memorandum and some documents.

10 As with all cases this has a little more -- Your
11 Honor, first off, even a motion to set aside a judgment
12 on the basis that it's void is -- can be denied based
13 on failure to file a motion within a reasonable time.
14 It's also the sound discretion of the court, which is
15 the case that I just gave up to you, McDaniel versus
16 United Fidelity. It's 324 South Carolina 639.

17 And there really are several reasons this case
18 should not be -- this judgment should not be set aside.

19 The first is, Mr. Davis has known about this
20 judgment for well over a year before he filed this
21 motion.

22 The second is, based on the information we had
23 from Mr. Davis on the boat, the ownership of the boat,
24 and his interest in the boat, we served the proper
25 party. Okay? That was -- and I'll go through this.

1 I've set up the facts in this case because they are
2 sort of involved.

3 What is also interesting is there is no affidavit
4 for Mr. Davis that says he didn't know about this
5 Complaint. There is no meritorious defense. There is
6 no dispute. He had the boat at the Charleston Harbor
7 Resort Marina; didn't pay them; took the boat from
8 there and he owes the money.

9 Next, Your Honor, this is really an untimely
10 appeal from a judgment from the small claims court.
11 Again, they've known about this judgment for well over
12 a year.

13 Finally, even if it was granted, the case would be
14 remanded back to the small claims court. There are
15 issues about the information on the -- on his lease
16 that would bring this up as a fraudulent matter. We
17 would be able to go right back to the small claims
18 court. We would get the same judgment. It would have
19 interest at the prejudgment rate which is a point and a
20 half higher than the post judgment interest rate, and
21 he would be subjected to additional attorneys fees. It
22 doesn't make any sense under the circumstances.

23 Your Honor, what I've done is put together the
24 facts of this case in a detailed outline, chronology if
25 you will, in our response.

1 This boat was originally purchased in -- on May 26
2 of 2005. It's a 45-foot sailboat, center cockpit. It
3 was registered originally in the name of Chesapeake
4 Venture Corporation, a Delaware corporation with an
5 address of 101 North Fairfield Drive, Dover, Delaware.

6 The documentation lapsed the next year. In
7 November -- on November 30 -- and, Your Honor, on that
8 first document there is no way of finding out who Paul
9 Davis is. The documentation itself, which is included
10 in here, and the title, we've done an abstract of the
11 title on this vessel to the Coast Guard, and the
12 documentation. They don't reference Paul Davis at all.
13 They go to a Chesapeake Venture Corporation.

14 The documentation lapsed in -- on June 30 of 2006.
15 At that time it was not reregistered in South Carolina
16 where it was. It was basically an illegal vessel
17 operating illegally.

18 On April 19 of 2007 Mr. Davis entered into the
19 agreement that's -- that was subject matter of this
20 lawsuit and he listed him as the owner, Paul Davis, and
21 his address is 101 North Fairfield Drive, Dover,
22 Delaware.

23 The contract, by the way, provides for venue in
24 South Carolina which is why it's always here.

25 THE COURT: All right.

1 MR. SCOTT: On March 1st of 2008 Chesapeake
2 Venture Corporation ceased to do business. It
3 disappeared.

4 THE COURT: 2008?

5 MR. SCOTT: 2008. While the boat was there. But
6 it ceased doing operations. So the boat -- there was
7 no operation. I mean, the corporation was deleted
8 because it no longer -- it didn't pay taxes, didn't do
9 anything, didn't file corporate formalities.

10 In May of 2008 Mr. Davis takes the boat away from
11 Charleston Harbor Resort Marina and takes it to Sunset
12 Cay on Folly Beach where he signs another agreement.

13 And, Your Honor, at that time that's when the
14 breach occurred. But the only information we have is a
15 boat that's documented that's been deleted. It's not
16 registered in South Carolina. The corporation does not
17 exist. The only information we have on the owner is
18 Paul Davis, 101 North Fairfield Drive.

19 Mr. Davis signs a new lease agreement at Folly
20 Beach with Sunset Cay on May 27. And he lists his
21 address in Newberry.

22 Now, I represented Charleston Harbor at that point
23 I had no idea about this agreement; did not represent
24 Sunset Cay until years later.

25 January 16 of 2009 the complaint's filed in small

1 claims court. January 28 the complaint is -- there is
2 a letter that's attached. It was mailed -- sent to the
3 a process server in Dover. He tried to do it at 101
4 North Fairfield. That had changed. He went to the new
5 address, CT Corporation, which was 505 where it was
6 actually served.

7 So he served an entity that was the best we could
8 do with the information we actually had on the vessel
9 at that time, based on a change of address of the
10 entity that he said had service on his application for
11 the lease.

12 He was served on April 3rd. The judgment was
13 entered against him. On April 28 the transcript was
14 filed in this court, of 2009.

15 In March 12 of 2012 Mr. Davis didn't pay rent at
16 Sunset Cay either. So another small claims court
17 action was brought in small claims court. The
18 paragraph two of that complaint alleged that Paul Davis
19 was a resident of Newberry based on that affidavit.

20 That's the first time we had knowledge who
21 Mr. Davis was and actually where he actually resided;
22 that he was the owner of the vessel. In his response
23 he said he was the owner of the vessel not this
24 corporation, Chesapeake Venture Corporation, that's
25 referred to.

1 On June 8th -- June 5th he filed an answer stating
2 that he was the owner of that vessel. On June 8th I
3 sent a letter to his attorney at that time Wendy
4 Keifer -- letter's attached. It was for settlement
5 purposes only. It told them that -- told Ms. Keifer,
6 we talked about it on the telephone, but I said and
7 there is a judgment against him in this amount by
8 Charleston Harbor Resort Marina. Ms. Keifer forwarded
9 that letter to Mr. Davis on June 11 of 2012, over a
10 year before this document -- this motion was filed.

11 On September 24 the small claims court was
12 dismissed because he filed a counterclaim for more than
13 jurisdictional amount. It was refiled in circuit
14 court. And we, again, alleged he was the owner of the
15 vessel. And he said that he's a resident of Newberry,
16 South Carolina. But the entity, that Chesapeake
17 Venture, no longer existed or operated and its property
18 is now the property of Davis. So the whole time he
19 says -- they are saying now it's Chesapeake Venture's
20 boat. But during five years' litigation he's claiming
21 that boat as his own.

22 So he's claimed it as his own through November 20
23 of 2012. Mr. Cooper gets involved. There is an
24 ongoing case in circuit court for the past due rent and
25 claim for damages to the boat. Mr. Cooper files

1 another action in Federal Court, has the boat -- the
2 documentation on the boat brought back into existence
3 and brings the company back up, as of April of this
4 year, and files a separate cause of action in Federal
5 Court for different things saying that Chesapeake
6 Venture is now the owner of the boat.

7 Your Honor, based on the information we had and
8 that this owner gave us and his own allegations in
9 small claims court and in Circuit Court, he's the owner
10 of the boat, his address was 101 North Fairfield. That
11 address was no longer good. It was taken to CT
12 Corporation where Mr. Cooper just said, hey, look the
13 same lady worked there as this other registered agent.

14 The fact that he didn't get it is of his own
15 doing. He has known about this judgment for over a
16 year. There is no disagreement with the amount of
17 money owed. He never said he didn't know about the
18 complaint. There is no reason to set it aside now.

19 If you decide to set it aside I assume it will be
20 remanded to small claims court and we just start over
21 again and we get a higher judgment. Your Honor, under
22 the circumstances --

23 THE COURT: You wouldn't be opposed to that; would
24 you?

25 MR. SCOTT: But it doesn't make sense. Spent

1 enough money on this thing. It's a \$5,000 judgment.

2 THE COURT: I understand. Tell me again, take me
3 through the title of the boat. Take me back to that
4 and I'll come back to Mr. Cooper for that issue as
5 well. Title of the boat and how relative he entered
6 into these agreements. Your claim is for breach of
7 contract?

8 MR. SCOTT: Breach of the lease agreement based
9 on -- it was a lease of an agreement where he
10 represented that he was the owner of the vessel.

11 THE COURT: Got you. That's 2005?

12 MR. SCOTT: That's exhibit, I believe, 5.

13 THE COURT: No, I'm saying that was the end of
14 2005?

15 MR. SCOTT: No, he purchased -- the vessel was
16 transferred -- there is an abstract of title from the
17 Coast Guard included in his Exhibit 1. The last page
18 of that shows the title transferred to Chesapeake
19 Venture Corporation on May 24, 2005. With that goes
20 the documentation. A documentation for U.S. flag
21 vessel or U.S. vessel and that is attached as Exhibit
22 2. And you're supposed to keep the original of this on
23 all documented vessels. It says, bottom of this, is
24 what we obtained from the Coast Guard. It was deleted
25 because he failed to renew the ownership or his

1 documentation and it was -- this expired June 30 of
2 2006. He entered into the lease in 2007.

3 So at this point you can't find out who Paul Davis
4 is or any relationship to Chesapeake Venture. He
5 enters into the agreement on, I think it's April 19 of
6 2007. He enters into the lease agreement where he says
7 Paul Davis at 101 North Fairfield Drive is the owner.
8 The corporation, Chesapeake Venture Corporation, ceases
9 doing operations and is no longer in the data base for
10 anything else as of, I think, March -- this is Exhibit
11 Number 4, paragraph number 5. This is a document I
12 received recently in the ongoing litigation in the
13 Sunset Cay Marina where Mr. Cooper and his client
14 formed a corporation again or re -- I guess rebooted
15 it.

16 And he says, and this is S signature by Mr. Davis,
17 the corporation was duly organized and carried on the
18 business authority by charter until March 1st, 2008 at
19 which time it's charter ceased and became inoperative
20 and void.

21 So the breach occurred after this or when he
22 failed to pay for the rent at Charleston Harbor Resort
23 Marina.

24 At that point there was no one to serve other than
25 Paul Davis and the only address we had was the 101

1 North Fairfield. We have an affidavit, and
2 Mr. Cooper's comments today that same CT Corporation
3 was at 505 where he was served. The other address is
4 101 North Fairfield. I did a google search and a
5 search today to sort of find out where the two were;
6 found out the same thing, that Corporate Systems,
7 Incorporated was 101 North Fairfield.

8 So with the information we were provided by this
9 person we did provide service to the owner of the
10 vessel at that address. And under the circumstances
11 why didn't he tell us about this a year ago when he
12 said he first found out about it? It was over a year
13 ago that his attorney was told and he became aware at
14 that this judgment existed. That's the very latest.

15 THE COURT: Very good. Mr. Cooper?

16 MR. COOPER: Your Honor, Rule 4(d)(1) provides, of
17 course, that service on an individual has to be made by
18 delivering a copy of the summons and complaint to him
19 personally, which they didn't do or by leaving copies
20 there at his dwelling house, which they didn't do, or
21 with delivering an agent authorized by appointment or
22 by law to receive services of process, and they didn't
23 meet that one either.

24 So I don't see -- I mean, I get his point that
25 maybe he could have brought suit under his theory,

1 anyhow, he has an argument that he could sue Davis.
2 And which he did. And we're not -- so we're not here
3 arguing about, oh, no, he has to sue the corporation.
4 What we're saying is he sued Davis but he didn't bother
5 to serve Davis. Without service, without valid service
6 there can be no personal jurisdiction over Davis,
7 therefore, under South Carolina law any judgment that's
8 rendered by a court without jurisdiction is just void.
9 Not voidable. It's void. It's of no effect whatsoever
10 and must be set aside.

11 All the cases are cited in my brief, Your Honor,
12 and I think that -- there is also, there are a number
13 of factual issues here that Mr. Scott has brought up,
14 but one thing he's leaving out is the fact that my
15 client, Mr. Davis, apparently came down there and
16 signed the lease at the Marina. And at that time they
17 could have gotten his driver's license; could have
18 gotten all kinds of information. He was sending checks
19 presumably for years while he was there paying the rent
20 and each one of them probably has an address on there
21 for him.

22 To say that they had no idea where to get him,
23 that's a little lame. But even so, they ought to be
24 more careful; they ought to get with the good address,
25 find out where these people live and serve someone with

1 suitable age and discretion in accordance with Rule 4.

2 THE COURT: Looks like Mr. Davis moves around a
3 good bit. There is no proof of actual service on
4 Mr. Davis himself?

5 MR. COOPER: That is correct.

6 THE COURT: All right. The agent that was served
7 was the agent for the corporation, and I assume is the
8 agent for the corporation?

9 MR. COOPER: That is correct. She was and is the
10 agent of the corporation. The corporate formalities
11 weren't followed. Delaware canceled him. He's
12 reinstated all that. And the Coast Guard, the
13 registration on the vessel went out of date and I told
14 him to get that fixed and he did. You know, there is
15 no problem. I mean, all they want is your money. Once
16 you pay them money they'll renew the registration. So
17 that's what's happened.

18 But I get his point about which party, but he
19 could have sued both parties but he didn't do that
20 either. Anyhow he didn't have any personal
21 jurisdiction. The judgment has to be set aside.

22 One final point, Your Honor. He says that if
23 you set it aside it goes back to small claims court,
24 but he's failed to serve -- the statute of limitations
25 has run. I don't see how in the world they can do

1 anything now.

2 THE COURT: Let me hear from you on that.

3 MR. SCOTT: Your Honor, if I have to go back to
4 the small claims court I'm going to amend to bring a
5 claim for fraud, failure to provide proper information
6 on the agreement. That's where we are. If he wants to
7 argue that we can let Judge Guerard do that; still has
8 to go back to the small claims court. Even his
9 argument about the statute of limitations, he gets
10 decided by the small claims court.

11 THE COURT: Is your agreement -- is your agreement
12 in here somewhere?

13 MR. SCOTT: Yes, it's exhibit, I think, 3.

14 THE COURT: Got it. Okay. He gives an address of
15 North Fairfield Drive in Dover, Delaware.

16 MR. SCOTT: That is correct, Your Honor. That's
17 where the service was actually attempted but they
18 weren't there any more. It was now CT Corporation. So
19 they took it across to CT Corporation.

20 THE COURT: There's a mailing address of Calhoun
21 Street in Newberry.

22 MR. SCOTT: That's for the mailing address for
23 credit card, Your Honor. We tried that and tried to do
24 back checks. You can't get them from here. His
25 telephone number, his reverse look-ups.

1 (pause)

2 THE COURT: Is 505 Brookfield and 101, are those
3 one and the same?

4 MR. SCOTT: No, Your Honor. The corporation moved
5 from -- the agent corporation moved from 101 to 505.
6 That's my understanding of what occurred.

7 THE COURT: So the corporate agent did --

8 MR. SCOTT: Yes. So 101 wasn't their corporate --
9 I mean, their office any more. It was the 505 which is
10 where he was served.

11 (pause)

12 THE COURT: All right. Was service attempted on
13 him at any of those other addresses?

14 MR. SCOTT: We tried to find Mr. Davis various
15 ways and were unsuccessful. We had the same problem
16 when we got the 2012 case from Sunset Cay. He avoided
17 service for -- quite well for awhile. We finally got
18 him served. This is, I think, now -- I think
19 Mr. Cooper is his third attorney. We've been trying to
20 get him served for years because of just not paying
21 rent wherever he goes.

22 THE COURT: But you didn't link up those addresses
23 until the second case?

24 MR. SCOTT: We didn't put all -- we tried to find
25 where he was but with the information we had we chased

1 as many rabbit holes as we could; got that one. We
2 thought we had good service; basically the information
3 we had. And that's where we stopped.

4 THE COURT: What's the action pending in Federal
5 Court?

6 MR. SCOTT: Chesapeake Venture Corporation and
7 Paul Davis as a charterer of the vessel have filed a
8 claim against Sunset Cay for conversion, because
9 they've been reluctant to let the boat go since he's
10 failed to pay rent since for the last four years.

11 THE COURT: Well, therein lies our dilemma.
12 Unreal. All right. I'm going to deny the motion.

13 Mr. Cooper, I'm not sure they got personal service
14 but if your client's cheating and hiding and not paying
15 his bills he probably deserves it. All right? That's
16 the equity aspect of it.

17 MR. COOPER: Thank you, Your Honor.

18 MR. SCOTT: Thank you very much. Your Honor.

19 THE COURT: All right.

20 (Hearing concluded.)

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1
2
3 STATE OF SOUTH CAROLINA)
4) C E R T I F I C A T E
5 COUNTY OF CHARLESTON)

6 I, Bernadette A. Cali, Notary Public, do
7 hereby certify that the within hearing was taken and
8 transcribed by me; and that the foregoing pages are
9 a true and accurate transcript of the within proceedings. I
10 further certify that the persons were present as stated.

11 I further certify that I am not of counsel
12 or kin to any of the parties to this action, nor am I
13 interested in the result of the said action.

14 IN WITNESS WHEREOF, I have hereunto
15 subscribed my name, this May 20, 2010.

16
17
18 
19 Bernadette A. Cali, CSR
20 Notary Public
21 My Commission Expires
22 April 5, 2020
23
24
25

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MAR 05 2015

Certificate of Counsel

SC Court of Appeals

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.

March 4, 2015



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THE STATE OF SOUTH CAROLINA

In The Court Of Appeals

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MAR 05 2015

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Court Of Common Pleas

The Honorable Mikell R. Scarborough, Master In Equity

Case No. 2009-JG-10-685

Appellate Case No. 2014-001345

Charleston Harbor Resort and Marina,

Respondent

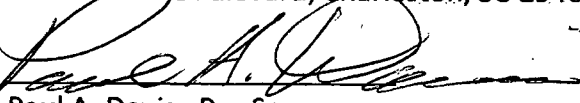
v.

Paul A. Davis,

Appellant

CERTIFICATE OF SERVICE

I hereby certify that I have served Appellant's Record On Appeal on Charleston Harbor Resort and Marina by depositing a copy of it in The United States Mail, postage prepaid, on March 4, 2015 addressed to its Attorney of record, William A. Scott, PC Pedersen & Scott 775 St. Andrews Boulevard, Charleston, SC 29407.



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Dated this 4th day of March 2015