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2015-000997

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OCT 22 2015  
SC Court of Appeals

The State of South Carolina  
In The Court of Appeals

Appeal from Richland County  
Court of Common Pleas  
Fifth Judicial Circuit

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SC Court of Appeals

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Case No. 2015-000997

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David F. Ford II

Respondent

v.

Richard G. Campanaro

Appellant

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**General Summary:** Since the inception of case 2014-CP-40-3488 (now appellate case 2015-000997), as will be noted throughout this brief, the Court of Common Pleas (The "Court") completely ignored any and all written documentation submitted by the defendant, Richard G. Campanaro, with the exception of the Defendant's initial request to delay a trial; the court failed to communicate with the defendant from the beginning of the lawsuit up to, and including, the judgment, on March 25, 2015. The Court failed to respond to any of the motions for mediation and or dismissal of the case filed by the Defendant and the Court failed to notify the Defendant of the trial at which the decision was rendered. Finally, the court failed to return correspondence to the Defendant notifying that the Appeal had been "accepted and uploaded" and was waiting for briefing due October 23, 2015.

**Statement of Issues on Case:** Richard G. Campanaro has appealed the judgment of the Honorable L. Casey Manning dated April 7, 2015 for the following reasons:

1. The court failed to provide proper notice of Trial. Please note as contained in Appendix B of the original Appeal filing that Page 1 of defendant's notification was date stamped in Columbia, SC *after* the trial was to have taken place. The stamp is March 30, 2015 and the post office processed it on March 31, 2015. Defendant received notice on April 7, 2015, again, *after* the trial date of the 25<sup>th</sup> of March 2015. In its decision, the Court noted that "The Defendant had proper notice of date, time and place of Trial". Please note that this cannot have possibly occurred when the Clerk of Court actually signed the form for delivery of trial date on March 26, 2015 which is one day after the trial was to have taken place. Further to this failure to notify the Defendant, the Plaintiff's attorney sent the Defendant notice of trial date and time. This letter is dated March 23, 2015, but contains no official court notice. The post office processed it March 24, 2015 and it was received by the Defendant at his home in Millersville, PA on March 27, 2015; two days after the trial. How did the Plaintiff's attorney obtain knowledge of trial date and time but not the defendant? It would seem that the court failed in its responsibility to keep the Defendant notified of various important matters of the case.
2. The Court failed to respond to any of the Defendant's motions for mediation and or dismissal throughout the process. There was no notification from the Court of denial or acceptance. The motions can be referred to and were included as Appendix C and D in the original Notice of Appeal. If the motion requests were, indeed, decided or acted upon by the Court, notification of such should have reached the Defendant. To this point, none have.
3. The Courts "Findings of Fact". The Court determined that Mr. Campanaro had proper notice of the trial date but "failed to attend court". Thus, upon motion of the Plaintiff, The Defendant's general denial answer was stricken for lack of prosecution. Subsequently, the court stated that "upon evidence" the (1) "plaintiff *loaned* the Defendant money on three occasions for the Defendant's use, once by check to the Defendant, once by check to pay the Defendant's debt to the South Carolina Department of Revenue and once cash to stave off eviction." The findings of fact are false and, in fact, there was no agreed upon "loan", no stated, and written upon re-payment structure, to include an agreed upon amount, payment plan time or stated cost of interest.

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Statement of the Case: On or around May 28, 2014, Plaintiff, David F. Ford II, filed a lawsuit against Richard G Campanaro claiming a loan was made to Mr. Campanaro and was left unpaid. Prior to Civil Action, the Plaintiff tried to "strong-arm" Mr. Campanaro into signing an agreement of debt, threatening him the process. When Mr. Campanaro refused to sign the agreement of debt, Mr. Ford. Engaged in the services of his current attorney who sent the Defendant a notice, dated March 20, 2014, outlining payment terms acceptable to the Plaintiff, but added that the agreement needed to be returned by the next day, otherwise civil action would take place. Please note that a Copy of this letter was contained in Appendix E of the original filing of Appeal. In addition, prior to civil action, Mr. Campanaro lived in Columbia, South Carolina, but, just previous to being notified of the claim, accepted a position offering relocation to Pennsylvania. On or around May 5, 2015, Defendant denied the claims of the Plaintiff and also notified the Court of his new address. Mr. Campanaro maintains that money was exchanged, but was for business venture that both parties (soon to involve a third party) had entered into and the Plaintiff, for unexplained reasons, decided, months later, not to pursue; only after, however, the Defendant spent a total of approximately 96 hours creating marketing material, establishing meeting and training protocols, and securing partnership companies. Further, business was affected and closed upon by the Defendant and any subsequent commission as a result of the sale was to be placed in an LLC (which Mr. Ford agreed to be a member of). Upon the closing of the case, the client, whom Mr. Ford referred, back out without explanation, was returned his premium, thereby causing a loss of \$17,000 to the Defendant.

Ultimately, a trial was held on March 25, 2015, for which Mr. Campanaro was given no notice of. The trial judge found in favor of the Plaintiff, but did so, apparently, on the basis of the Plaintiff's verbal claims, because he provided no formal agreed upon loan document to the Defendant or the Court.

The Defendant denies that there was a loan made by the Plaintiff to the Defendant. The Defendant also claims that the Court failed to provide him with any timely notice of trial; that all such notices were presented to him after the trial; and that the judge erred in finding of the Plaintiff. Therefore, Defendant requested that the matter be transferred to Mediation pursuant to Court Annexed Alternative Dispute Resolution Rules.

Brief Statement Re: Transcript: The transcript, which was finally delivered to the Defendant on September 11, 2015 (After the request in May) contains errors or misstatements that should be noted. First, the Plaintiff's attorney asserts to the judge that Mr. Campanaro had known since February 11, 2015 that a trial on March 23 would take place. This is false. Second, Mr. Ford asserts that he made a check payable to the South Carolina Department of Revenue to pay a tax on the Defendants behalf so that "he could continue" his insurance license in the state of South Carolina. This is factually incorrect. In the Defendant's dealings with Mr. Ford, he asked for Mr. Ford to take a look at what Department of Revenue was stating he owed and why. After weeks of getting no answers from the Plaintiff, Mr. Campanaro asserted in an email, that he needed an answer so as to properly filing FAFSA forms for his college aged children, not to protect his state insurance licenses. At no time did he request that Mr. Ford pay the debt, rather Mr. Campanaro wanted a professional tax attorney to ascertain what the problem was, as he was not understating the amount or reasons for the State's actions. It was only after Mr. Campanaro directly contacted Mr. Derek Harrelson of the Department of Revenue in South Carolina, was he informed that Mr. Ford did not

negotiate with The Department on his behalf, but instead paid directly with no prior knowledge or authorization from Mr. Campanaro. Mr. Ford gave no notice that he was going to do it and only admitted that it was done after Mr. Campanaro approached him about it following his call with Mr. Harrelson. Mr. Ford, then stated, "Don't worry about it, I appreciate your allowing me to be a part of your ongoing business". Third, at no time did Mr. Ford ever ask for \$1,194 in return for having directly paying the Department of Revenue.

In the end, Mr. Campanaro has asserted all along that money has changed hands, but at no time did Mr. Ford ever put together a formal loan agreement with payment terms, including number of payments, interest and or fees, with Mr. Campanaro. In fact, Mr. Ford requested, instead, to be a members of an LLC the Mr. Campanaro had created so that he could participate in the profit of business, which Mr. Ford was going to be instrumental in helping to arrange. Mr. Campanaro embarked upon many hours of work, negotiations, development and marketing only to have Mr. Ford back out prior to the realization of any revenue for the business.

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