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**RECEIVED**  
 JUN 20 2016  
 SC Court of Appeals

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF HORRY )

IN THE COURT OF COMMON PLEAS  
 FIFTEENTH JUDICIAL CIRCUIT  
 CIVIL ACTION NO.: 15-CP-26-8831

Lee A. Douglas and Lucille Douglas,  
 both individually and for the benefit )  
 of Destiny Way of the Cross Church, )

Plaintiffs, )

vs. )

Gino Jones, individually and d/b/a )  
 Ocean Autos, Aegis Security )  
 Insurance Company, and Great )  
 American Insurance Company, )

Defendants. )

**ORDER OF JUDGMENT AS TO DEFENDANTS  
 GINO JONES, INDIVIDUALLY AND  
 D/B/A OCEAN AUTOS**

This matter came to be heard before me at 10:00 a.m. on Thursday, April 21, 2016 for a damages hearing. On March 21, 2016, Judge Culbertson filed an Order of Default, as well as an Order of Reference, referring the matter to me for a damages hearing against Gino Jones, individually and d/b/a Ocean Autos.

Present at the hearing were Attorney L. Sidney Connor, IV, representing the Plaintiffs Lee Douglas and Lucille Douglas, both individually and for the benefit of Destiny Way of the Cross Church. Mr. & Mrs. Douglas were present at the hearing. Also present at the hearing was Gino Jones, for himself and for Ocean Autos. All parties received notice of the hearing.

Plaintiff called Mr. Douglas as a witness. Mr. Douglas testified that on December 26, 2014 he gave \$1,000 cash to Gino Jones at Ocean Autos as a deposit on a van. He testified that the purpose of the van was to transport children for his church and that the van had to be safe and acceptable for driving. He testified that Mr. Jones indicated that the van in question would be put in

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suitable condition for the transportation of children. The van had numerous problems including AVS brake light on, side door would not close, and a cracked windshield.

Mr. Douglas testified that when he returned to inspect the van, the van continued to exhibit numerous problems which made it obvious that the van was not safe to transport children. Mr. Douglas testified that he rejected acceptance of the van and requested a return of his deposit. Mr. Jones refused to return the deposit.

Mr. Jones then had an opportunity to cross-examine Mr. Douglas. Nothing was presented during the cross-examination which would change the fact that \$1,000 was paid to Mr. Jones by Mr. Douglas on behalf of the Douglas's and on behalf of Destiny Way of the Cross Church.

I find that this matter has been referred to me for a default damages hearing. I find that the Plaintiff and Defendant were present at the hearing and the Defendant received adequate notice of the hearing.

I find that the Plaintiffs shall recover on all three claims as follows:

1. On the first claim for breach of contract, the Plaintiff shall have judgment in the amount of \$1,000 which is the amount of deposit paid for the van which was not returned.
2. On the second claim for conversion, I find that the Plaintiff shall recover the \$1,000 deposit, plus punitive damages in the amount of \$1,000.
3. On the third claim for violation of the Dealers Act, I find that the Plaintiff shall recover the amount of \$1,000 deposit which shall be automatically doubled pursuant to the Dealers Act for an actual damages award of \$2,000. I further find that the conduct of this particular dealer Gino Jones d/b/a Ocean Autos under the facts of this case are particularly reprehensible. Any corrections which he may have had to make to the van were corrections that he would have had to make anyway to make the van merchantable and sellable to any other person. Mr. Jones and Ocean

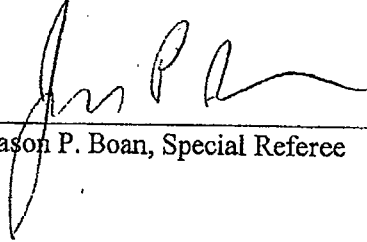
Autos were not justified in keeping the Plaintiffs' deposit and did so in bad faith. I find punitive damages in favor of the Plaintiff in the amount of \$3,000.

Judgment shall therefore be entered in favor of the Plaintiff against the Defendant Gino Jones individually and d/b/a Ocean Autos as follows:

1. On the First Cause of Action for \$1,000;
2. On the Second Cause of Action for \$1,000 actual damages, plus \$1,000 punitive damages;
3. On the Third Cause of Action for \$2,000 actual damages, plus \$3,000 punitive damages, plus costs of \$495, plus attorney's fees of \$2,500.00, for a total judgment of \$7,995, on the third claim.

**IT IS SO ORDERED.**

May 5  
April \_\_, 2016  
Surfside Beach, South Carolina

  
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Jason P. Boan, Special Referee