

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 Abbe Bolduc,)
)
 Plaintiff,)
)
 vs.)
)
 Gino Jones, Ocean Autos, LLC,)
 Acceptance Corporation and Great)
 American Insurance Company,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FIFTEENTH JUDICIAL CIRCUIT
 CIVIL ACTION NO.: 15-CP-26-8724

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 2016 JUN 20 2016
 SC Court of Appeals

**ORDER OF JUDGMENT AS TO DEFENDANTS
 GINO JONES AND OCEAN AUTOS, LLC**

This matter came to be heard before me at 11:00 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, and Ocean Autos, LLC.

Present at the hearing were Attorney L. Sidney Connor, IV, representing the Plaintiff Abbe Bolduc. Miss Bolduc was present at the hearing. Also present at the hearing was the Defendant Gino Jones, for himself and for Ocean Autos, LLC. All parties received notice of the hearing.

Plaintiff called Abbe Bolduc as a witness. Miss Bolduc testified that on or about May 18, 2015 she entered into an agreement with the Defendant Gino Jones and Ocean Autos, LLC to purchase a 2001 GMC Jimmy for \$2,600. She testified that she received no paperwork at that time and had not received any paperwork through the date of the trial and the damages hearing. She presented an Exhibit which was a Notice of Right to Cure Default Letter from Credit Acceptance Corporation. This Notice of Right to Cure Default indicated that the original amount of her contract was \$10,546.92 for the purchase of a vehicle that was fourteen years old. This amount far exceeded her agreement with Gino Jones and Ocean Autos, LLC.

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Miss Bolduc further testified that the vehicle had numerous problems and she returned it after one day. She testified that Mr. Jones indicated he would have the vehicle repaired. She further testified that to her knowledge the vehicle was never repaired and she was never called to pick up the vehicle. She has not had possession of the vehicle since that time.

She testified that she put \$500 cash down on the vehicle, plus a trade-in of a Chevy Astro Van valued at \$250 for a total down payment of \$750. She further testified that she is constantly being hounded by Credit Acceptance Corporation for payment of the full amount of the contract plus fees and interest.

Mr. Jones had an opportunity to cross-examine Miss Bolduc. The cross-examination testimony was consistent with direct examination and consistent with Miss Bolduc's losses.

I make the following findings of fact and conclusion of law.

All parties were appropriately served for the hearing and Mr. Gino Jones had an opportunity to be present to represent himself and Ocean Autos, LLC. Mr. Jones was given an opportunity to fully cross-examine the Plaintiff as to her damages.

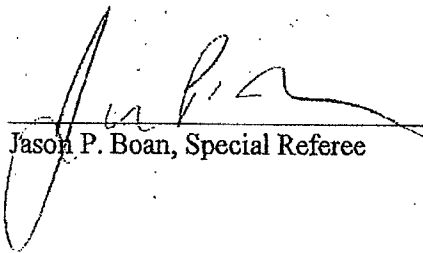
I find that the Plaintiff has suffered damages consisting of \$500 cash deposit, \$250 value of a Chevy Astro Van trade-in as well as an outstanding balance to Credit Acceptance Corporation in the amount of \$10,546.92 for total actual damages of \$11,296.92.

The Complaint states one claim against Gino Jones and Ocean Autos, LLC for violation of the Dealers Act. This claim is deemed to be admitted because the Defendants are in default. Pursuant to the Dealers Act, the actual damages award will be doubled to \$22,593.84. I find that the evidence reveals that the conduct of Gino Jones and Ocean Autos, LLC is reprehensible and in bad faith. I find that Miss Bolduc agreed to purchase the 2001 GMC Jimmy for \$2,600, not for the original contract amount as indicated by Credit Acceptance Corporation in the amount of

\$10,546.92. I find that the evidence would indicate that Mr. Jones and Ocean Autos, LLC submitted a false purchase agreement to Credit Acceptance Corporation and has indebted Ms. Bolduc to an outrageous amount of money for a 2001 GMC Jimmy. I find that the facts of this case warrant a trebling of the actual damages for a punitive award under the Dealers Act in the amount of \$33,890.76. I find that costs shall be awarded in the amount of \$525 and attorney's fees in the amount of \$2,500, bringing the total judgment to \$59,509.60.

IT IS SO ORDERED.

May 4
April __, 2016
Surfside Beach, South Carolina



Jason P. Boan, Special Referee