

Rec'd 3/25/17

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

FILED

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2015CP2102153

Crj Trust Co	2017 MAR 23 AM 10:30	S&S Sterling Properties
DORIS POULOS O'HARA		

PLAINTIFF(S) CCCP & GS FLORENCE COUNTY, SC	DEFENDANT(S) Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant
Submitted by:	

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- 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; Other: _____
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** Affirmed; Reversed; Remanded; Other: _____

RECEIVED
AUG 30 2017
CLERK OF COURT OF & G.S.
FLORENCE COUNTY, S.C.
CERTIFIED: A TRUE COPY
[Signature]

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

3/23/2017

Date

For Clerk of Court Office Use Only

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

Robert Merrel Cook II PO Box 3575 Leesville, SC 29070

Louis David Nettles POB 6139 Florence, SC 29502-6139

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Doris P. O'Hara

Court Reporter

Doris Poulos O'Hara - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO. 2015-CP-21-2153

RECEIVED

AUG 30 2017

SC Court of Appeals

CRJ TRUST CO. LLC,)
)
Plaintiff,)

vs.)

ORDER ON MOTION FOR
JUDGEMENT ON THE PLEADINGS

S&S STERLING PROPERTIES)
)
LLC AND SHAKIL KAHN)
)
Defendants.)

2017 MAR 21 PM 1:32
DORIS POULS O'HARA
C.C.P. & G.S.
FLORENCE COUNTY, SC

FILED

This motion by Defendant Shakil Kahn for judgement on the pleading ~~on~~ dismissing him from the suit came before this Court at the Non-Jury Term on February 27, 2017.

This is a suit on a note. The note is incorporated into the complaint. The note is signed by Defendant Kahn in a representative capacity as a manager of the defendant limited liability company. Plaintiff argues that language in the note binds members of the Limited Liability Company. The very basis of contract law is the existence of an agreement. That is what law student are taught as a meeting of the minds. There is no evidence before the Court of a meeting of the minds between Mr. Kahn and the Plaintiff.

This lawsuit is governed by the South Carolina Uniform Commercial Code and by Chapter 3 of Title 36 of the South Carolina Code. This is the Uniform Commercial Code as adopted by South Carolina. The note meets the definition of Negotiable Instrument contained in Section 36-3-104¹ as it contains the following language.

¹ SECTION 36-3-104. Negotiable instrument.

CERTIFIED: A TRUE COPY
Doris Poulso O'Hara
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

the undersigned ("Borrower") promises to pay to the order of CRJ TRUST COMPANY, LLC , ... at the office of the Lender ... (\$140,000.00) ... together with interest ... Said principal and interest shall be payable... in the amounts specified below... all principal, together with any accrued and unpaid interest, hereunder shall be payable on June 1, 2014.

The note contains one signature, that of S&S STERLING PROPERTIES, LLC and appears as follows:

S & S STERLING PROPERTIES, LLC
BY 
SHAKTI KHAN, Managing Member

It is clear that Mr. Kahn signed this as representative of S&S. Section 36-3-402 provides that a representative signs on behalf of a represented person, the representative is not liable on the instrument.² Because Mr. Kahn's signature does not show an agreement to bind him, there is no

(a) Except as provided in Subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(2) is payable on demand or at a definite time; and

(3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

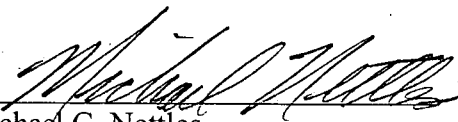
² SECTION 36-3-402. Signature by representative.

(a) If a person acting, or purporting to act, as a representative signs an instrument by signing either the name of the represented person or the name of the signer, the represented person is bound by the signature to the same extent the represented person would be bound if the signature were on a simple contract. If the represented person is bound, the signature of the representative is the "authorized signature of the represented person" and the represented person is liable on the instrument, whether or not identified in the instrument.

agreement between Kahn and Plaintiff. The only contract before the Court is between Plaintiff and S&S STERLING PROPERTIES, LLC.

It is unambiguously clear from the Complaint that Mr. Kahn signed this negotiable instrument as representative of S&S Sterling, LLC and under South Carolina Law only S&S is liable on the note. Mr. Kahn is entitled to judgment on the pleadings dismissing him from the complaint, and it is ordered that the Complaint be dismissed as to Shakil Kahn, and it is

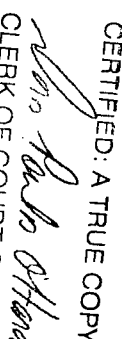
SO ORDERED.


Michael G. Nettles
Circuit Judge

March 21, 2017

2017 MAR 21 PM 1:32
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

FILED

CERTIFIED: A TRUE COPY

DORIS POULOS O'HARA
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

(b) If a representative signs the name of the representative to an instrument and the signature is an authorized signature of the represented person, the following rules apply:

(1) If the form of the signature shows unambiguously that the signature is made on behalf of the represented person who is identified in the instrument, the representative is not liable on the instrument.

8/10/17

C. Ballas

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)
)
)
)

2015CP2102153
CASE NUMBER

IN THE COURT OF COMMON PLEAS

ORDER

Crj Trust Co
PLAINTIFF(S)

Vs

S&S Sterling Properties
DEFENDANT(S)

2017 AUG -7 PM 1:40
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

FILED

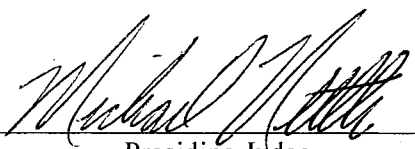
I. **IT IS ORDERED** that the below MOTION(S) be struck from the active Motion Roster for the following reason:


- 1. Plaintiff(s) Motion to Reconsider heard on July 18, 2017.
- 2. Defendant(s) Motion - heard on .
- 3. Ruling for the above Motion to Reconsider is hereby denied.
- 4. Other -

II. **IT IS ORDERED** that the within entitled CASE/MOTION(S)/RULE BE:

- 1. Transferred to the Jury/Non-Jury Roster.
- 2. Referred to Special Referee.
- 3. Continued upon request of Plaintiff and/or Defendant beyond the term.
Reason for Continuance:
- 4. Other -

Florence, South Carolina
Monday, July 31, 2017


Presiding Judge

CERTIFIED - A TRUE COPY

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.