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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Keith R. Kelly, Circuit Judge

Case No. 2020-001385

Bhavesh Patel , Respondent,

v.

Anjay Patel Appellant,

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SPARTANBURG)	SEVENTH JUDICIAL CIRCUIT
)	
ANJAY PATEL,)	C/A No. 2019-CP-42-04122
)	
Plaintiff,)	**ORDER GRANTING DEFENDANT BHAVESH PATEL'S MOTION FOR SUMMARY JUDGMENT; and ORDER DENYING DEFENDANT BHAVESH PATEL'S MOTION TO DISMISS DEFENDANT JOHN DOE**
)	
v.)	
)	
BHAVESH PATEL and JOHN DOE,)	
)	
Defendants.)	
_____)	

TRIAL JUDGE:	**HON. R. KEITH KELLY**
COURT REPORTER:	**JULIE A. CENDROSKI / WEBEX**
PLAINTIFF'S ATTORNEY:	**JOHN C. STRICKLAND**
DEFENDANT PATEL'S ATTORNEYS:	**BILLY J. GARRETT, JR., and CARSON M. HENDERSON**
DEFENDANT JOHN DOE:	**NOT PRESENT**
DATE OF HEARING:	**WEDNESDAY, AUGUST 19, 2020**

This matter came before the Court on a Motion for Summary Judgment filed by the Defendant Bavesh Patel pursuant to Rule 56 of the S.C. Rules of Civil Procedure, as well as the Defendant Patel's Motion to Dismiss Defendant John Doe. A WebEx hearing was held at 2:00 p.m. on Wednesday, August 19, 2020. Present at the hearing were John C. Strickland, the Plaintiff's attorney; Billy J. Garrett, Jr., and Carson M. Henderson, the Defendant Patel's attorneys; and the Defendant Patel. The Defendant John Doe didn't appear, nor was he/she represented by an attorney.

For the reasons set forth herein below, the Court hereby grants the Defendant Patel's Motion for Summary Judgment and denies the Defendant Patel's Motion to Dismiss.

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STATEMENT OF FACTS

In 2009, Anjay Patel (hereinafter "Anjay") and Bhavesh Patel (hereinafter "Bhavesh") formed Sia Investments, LLC (hereinafter "Sia") for the purpose of owning, operating, managing, and leasing real property and convenience stores. By 2011, Sia owned or leased interests in five (5) properties and was leasing or subleasing them all to tenants and collecting rental income.

In 2011, a Federal Grand Jury indicted Anjay for conspiracy to traffic in contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, and money laundering. A Federal Magistrate Judge issued a Protective Order on October 26, 2011, in the criminal action against Anjay. In the Protective Order, Anjay was restrained, prohibited, and enjoined from attempting, completing, or causing any action or transaction that would affect the marketability, value, or availability of all assets, inventory, and property related to Sia.

Acting on behalf of Sia, Bhavesh entered into multiple agreements with the United States after Sia had been seized. The agreements provided that Bhavesh, and nobody else, could continue operating the business of Sia, but such operation was subject to the supervision of and restrictions imposed by the federal government.

In February 2013, Anjay pled guilty to conspiracy to distribute contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, promotional money laundering, concealment money laundering, and engaging in monetary transactions involving more than $10,000.00 in criminal proceeds. Anjay was sentenced to eighty-four (84) months incarceration, two (2) years of supervised release, and ordered to forfeit substantial assets.

On August 29, 2013, the U.S. District Court entered a Preliminary Order of Forfeiture as to certain assets. The Court entered an Amended Order of Forfeiture on December 6, 2013. Pursuant to the Orders of Forfeiture, the following property was forfeited to the United States of America: the entity known as Sia Investments, LLC, and all assets, including (a) $12,648.69 in

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U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651.

In May 2014, the United States and Sia entered into a written Settlement Agreement. In accordance with the agreement, Bhavesh personally remitted payment of $136,000.00 to the United States made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in Sia and all of its assets.

On June 24, 2014, the U.S. District Court entered a Second Final Order of Forfeiture, wherein all right, title, and interest in the following described property was forfeited and title vested in the United States of America: (a) $12,648.69 in U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651. However, pursuant to the terms of the aforementioned settlement agreement, the United States agreed to accept the sum of $136,000.00 from Bhavesh for its forfeited interest in the assets set forth above.

Anjay consented to the forfeiture by the federal government. He didn't ask the U.S. District Court to reconsider its Final Order, and Anjay didn't appeal the Final Order. The Final Forfeiture Order is the law of the federal case and extinguished any interest that Anjay had in Sia.

In September 2015, Bhavesh, as the sole member of Sia, transferred the assets of Sia to the Defendant Bholenath Investments, LLC (hereinafter "Bholenath"), dissolved Sia, and filed Articles of Termination for Sia with the S.C. Secretary of State.

FIRST SPARTANBURG ACTION

On April 8, 2016, Anjay filed the first case against Sia and Bhavesh, alleging the following causes of action: (1) declaratory judgment, (2) conversion, (3) accounting, (4) appointment of a

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receiver, (5) constructive trust, (6) breach of fiduciary duty, and (7) appoint a receiver. See Spartanburg C/A No. 2016-CP-42-1276.

On June 22, 2017, the Honorable R. Keith Kelly granted Summary Judgment in favor of Bhavesh and Sia and against Anjay. Judge Kelly's Order was filed on June 26, 2017. Anjay was served with a copy of Judge Kelly's Order, and he didn't appeal the Order or otherwise ask Judge Kelly to reconsider the Order. The aforesaid Order is the law of that case.

SECOND SPARTANBURG, FIRST GREENVILLE, AND FIRST SALUDA ACTIONS

On December 12, 2016, Anjay filed a case in Saluda County Court of Common Pleas against Sia and Bholenath alleging the following causes of action: (1) quiet title and (2) alter ego. See Saluda C/A No. 2016-CP-41-273.

At or about the same time, Anjay also filed actions in the Spartanburg County Court of Common Pleas and the Greenville County Court of Common Pleas against Sia and Bholenath alleging the same causes of action. See Spartanburg C/A No. 2016-CP-42-4449 and Greenville C/A No. 2016-CP-23-07347.

Circuit Judge Deandrea G. Benjamin granted summary judgment in favor of the Defendants in the Saluda case, Circuit Judge Grace G. Knie granted summary judgment in favor of the Defendants in the Spartanburg case, and Circuit Judge Edward W. Miller granted summary judgment in favor of the Defendants in the Greenville case.

Anjay was served with a copy of these Orders, and he didn't appeal the Orders or otherwise ask the Circuit Judges to reconsider their Orders. The aforesaid Orders are the law of those cases.

CURRENT ACTION

The current action alleges the following causes of action: (1) breach of the duty of good faith and faith dealing; (2) breach of duty of care to LLC and its member; (3) breach of duty of loyalty; (4) breach of fiduciary duty; and (5) quantum meruit. The current action, as well as

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Anjay's four (4) prior common pleas actions, involves the same Plaintiff. The current action and the first Spartanburg action involve Bhavesh as a Defendant, and also involve Bhavesh being sued for breach of fiduciary duty. In various actions, Anjay also sued Sia and Bholenath, which were or are owned by Bhavesh. In short, Anjay has filed five (5) lawsuits seeking to recover money that he is allegedly owed because of his former ownership interest in Sia. However, Anjay forfeited all right, title, and interest in Sia to the United States by the Second Final Order of Forfeiture dated June 24, 2014.

STANDARD OF REVIEW

Summary judgment is appropriate where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *See Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 578 S.E.2d 329 (2003); Rule 56(c), SCRCP. The purpose of summary judgment is to obviate delay where there is no genuine issue as to any material fact. *See Hammond v. Scott*, 268 S.C. 137, 232 S.E.2d 336 (1977).

"Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law." *Café Assoc., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). Since it is a drastic remedy, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. *See Helena Chemical v. Allianz Underwriters*, 357 S.C. 631, 594 S.E.2d 455 (2004).

Summary judgment is improper if the parties dispute the inferences to be drawn from the facts even if the facts themselves are not in dispute. *CEL Prods., LLC v. Rozelle*, 357 S.C. 125 (Ct. App. 2004). In determining whether summary judgment is proper, this Court must view all evidence in the light most favorable to the non-moving party. *Silvester v. Spring Valley Country*

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Club, 344 S.C. 280 (Ct. App. 2001). Importantly, in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. *Hutchinson v. Liberty Life Ins. Co.*, 393 S.C. 19, 24 (Ct. App. 2011).

DISCUSSION

At the motion hearing, the Defendant Patel's attorneys asked the Court to take judicial notice of the final federal court Order and the state court Orders. The Defendant Patel argued that Anjay lacked standing to bring the claims in this case because his ownership interest in Sia was extinguished by the U.S. District Court, Anjay didn't appeal the final federal court Forfeiture Order, Anjay no longer has any interest in Sia, four (4) Circuit Court judges previously granted summary judgment against Anjay, and Anjay didn't appeal the Circuit Court Orders. The Defendant Patel also argued the defenses of failure to state facts sufficient to constitute a cause of action, statute of limitations, res judicata, and collateral estoppel.

Anjay had no interest in the actions taken by Bhavesh regarding Sia after Anjay's interest in Sia was forfeited to the federal government, with the Final Forfeiture Order being issued on June 24, 2014. Bhavesh bought Anjay's interest in Sia from the federal government, and this purchase money was used to offset the money that Anjay owed to the federal government as a result of his criminal activity.

It is well settled law in South Carolina that "[s]tanding is a fundamental requirement for instituting an action." *Brock v. Brock*, 313 S.C. 513,519,443 S.E.2d 409, 412 (Ct. App.1994). For a plaintiff to possess standing, he must have suffered an injury-in-fact which is a concrete, particularized, and actual or imminent invasion of a legally protected interest. *Sea Pines Ass'n for the Prot. of Wildlife v. S.C. Dep't of Natural Res.*, 345 S.C. 594, 600-01, 550 S.E.2d 287, 291-92

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(2001). Once it is determined a Plaintiff has no standing to prosecute, the Court must dismiss the action. *Brock*, 443 S.E.2d at 413.

This lawsuit was filed on November 20, 2019, well more than three (3) years after Anjay had actual knowledge that his interest in Sia was finally forfeited to the federal government. In fact, Anjay consented to the forfeiture. Also, the allegations raised in this Complaint are variations of the same allegations raised by Anjay in his four (4) prior state court lawsuits, all of which were dismissed by summary judgment against Anjay.

Anjay has no legally protected interest in Sia, and therefore these claims must be dismissed as a matter of law because Anjay lacks standing to prosecute such claims. The Court hereby grants the Defendant Patel's Motion for Summary Judgment as there is no justifiable controversy presented in this case due to Anjay's lack of standing.

The Court hereby denies the Defendant Patel's Motion to Dismiss the Defendant John Doe from this case. Bhavesh's attorneys don't represent John Doe. Anjay is free to continue his litigation against John Doe.

CONCLUSION

As to this case and for the same reasons set forth herein above, Anjay has no legally protected interest in Sia or what Bhavesh did regarding Sia after Anjay's interest was forfeited to the federal government, and therefore Anjay's claims must be dismissed as a matter of law. Anjay lacks standing to prosecute such claims. The Court grants the Defendant Patel's Motion for Summary Judgment as there is no justiciable controversy presented in this case due to Anjay's lack of standing.

The Court denies the Defendant Patel's Motion to Dismiss the Defendant John Doe from this lawsuit.

IT IS SO ORDERED.

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(Electronic Signature to follow)

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Spartanburg Common Pleas

Case Caption: Anjay Patel VS Bhavesh Patel , defendant, et al

Case Number: 2019CP4204122

Type: Order/Summary Judgment

It is so Ordered.

s/ R. Keith Kelly - 2165

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	
ANJAY PATEL Plaintiff, vs. Bhavesh Patel and John Doe, Defendants.	**SUMMONS** CASE NO.: **2019-CP-42-_____**

TO: BHAVESH PATEL AND JOHN DOE, DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your ANSWER to the said Complaint on the Plaintiff or her attorney, John Strickland at 184 N. Daniel Morgan Ave, Spartanburg, South Carolina 29306, within thirty (30) days after the service thereof, exclusive of the day of service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief sought in the Complaint.

Attorney for Plaintiff – PATEL

/S John Strickland_____

John C. Strickland

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Spartanburg, South Carolina

November 20, 2019

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	IN THE COURT OF COMMON PLEAS
ANJAY PATEL Plaintiff, vs. Bhavesh Patel and John Doe, Defendants.	**COMPLAINT** CASE NO.: **2019-CP-42-_____**

Anjay Patel, complaining of the Defendants herein, does allege and show unto the Court as follows:

Parties and Jurisdiction

1. Plaintiff Anjay Patel ("Anjay") is a citizen and resident of Spartanburg County, South Carolina.

2. Defendant Bhavesh Patel ("Bhavesh") is a citizen and resident of Greenville County, South Carolina.

3. Defendant John Doe represents a person unknown to Plaintiff who wound up the business of a limited liability company as the personal or legal representative of the last surviving member and based on good faith and belief, is a resident of Spartanburg County.

4. This action involves conduct of the parties and other matters within this Court's jurisdiction. Specifically, Defendant Bhavesh Patel either wrongfully dissociated Plaintiff from SIA Investments, LLC and did not inform him about it until March of 2017, or defrauded a South

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Carolina Circuit Court and Plaintiff about his dissociation in an effort to win summary judgment in a lawsuit filed by the Plaintiff.

5. This Court has jurisdiction over the parties hereto and the subject matter herein.

Factual Summary

6. In 2009, Plaintiff and Defendant formed SIA Investments, LLC, a South Carolina Company ("SIA"). Anjay owned 50% of SIA, with Bhavesh owning the remaining 50%. Anjay acted as the manager for the company's business operations. The members did not adopt an operating agreement for the company.

7. SIA started its business by owning and operating convenience stores. SIA then became involved in managing and leasing its real property and stores to third parties. By 2011, SIA owned outright or had a leasehold interest in four properties and was leasing them all to tenants, who operated the convenience stores located at each property. SIA leased the majority of its locations to a company controlled by Anjay.

8. In addition to the real property and leasehold interests, SIA was the owner of certain petroleum equipment and inventory at its locations.

9. In November of 2011, a federal grand jury indicted Anjay for acts that were unrelated to SIA's business. Prior to the indictment, the government obtained a Preliminary Order of Forfeiture that prohibited Anjay from taking any action that would affect the marketability, value, or availability of his property, including the property belonging to SIA. Neither the government or the court's order affected SIA's business operations, prevented Anjay from participating in them, or made it unlawful for him to continue as a member.

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10. In 2011, the Federal Court issued a Protective Order, regarding all assets of Plaintiff, including but not limited to Sia Investments, LLC. That order specifically restrained Sia and its members from attempting or completing or causing any action or transaction that would affect the marketability, value or availability of forfeitable property. That order did not seek to have Sia cease business operations.

11. Bhavesh alleged in a sworn affidavit that after the indictment he "unanimously" voted to expel Anjay as a member of SIA because, according to the Defendant, the action was necessary to operate the business. This action was also done without giving Plaintiff any notice or payment for his 50% ownership of the business.

12. On February 13, 2013, Anjay entered a guilty plea to certain federal charges. The entry of the plea did not result in the forfeiture of Anjay's interest in SIA.

13. On or about April of 2013, Bhavesh entered into a series of agreements with the government regarding his operation of SIA and its properties. In these agreements, Bhavesh made representations to the government, that as of March, 2013, Anjay owned 50% of SIA. The agreements contemplate Anjay's ownership interest continuing and does not allege that Bhavesh had taken steps to vote for Anjay's dissociation from SIA.

14. Based on information and belief, Defendant deliberately refused to disclose, to the Government, much less the Plaintiff, that he had removed his partner from SIA, because that action would have violated the Preliminary Order and ultimately have put the Plaintiff on notice of his rights and forced the Defendant to pay the Plaintiff for his interest in the business.

15. The agreements provided that Bhavesh would be allowed to operate SIA as long as he: "1. Paid the company's note payments to a lender; and 2. Placed SIA's revenue into an account, from which he could pay expenses and withdraw profit equal to his ownership interest in SIA. Anjay's

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portion of the profit of SIA was to remain in the account, subject to the government's claims." On information and belief, SIA and Bhavesh did not comply with the agreements with the government.

16. In August of 2013, the government obtained a Preliminary Order of forfeiture as to certain of Anjay's assets. These assets did not include Anjay's interest in SIA. That Order also granted a judgment against Anjay in the amount of $400,000.00.

17. In December of 2013, the federal court entered an Amended Order of Forfeiture as to Certain Substitute Property because of the remaining $400,000.00 judgment. The order forfeited all of SIA and its assets to the United States subject to the requirements that the government give notice to third parties claiming an interest in SIA. The ownership of SIA – 50% to Anjay and 50% to Bhavesh – was never altered.

18. After the forfeiture of SIA, Bhavesh, on behalf of SIA, sought to repurchase SIA from the government. On or about May of 2014, the federal court approved a settlement agreement whereby "the United States agreed to accept the settlement sum of $136,000.00 for its forfeited interest in the assets [of SIA]. . ." (U.S. v. Patel, DCD #788). The payment of funds was made as a forfeiture and the money accepted "in lieu of [the government's] interest in the entity knows as SIA Investment, LLC and all SIA Investments, LLC assets. . ." and SIA received back from the government all of its forfeited assets and the entity itself. (U.S. v. Patel, DCD #788). The funds paid were those of SIA.

19. Because Anjay reported to prison in September of 2013, he was unaware of the negotiations between his company, SIA, and the government. Bhavesh did not notify Anjay of SIA's actions and did not communicate with Anjay after 2012.

20. After the purchase of SIA from the government, Bhavesh caused the transfer of SIA's real property to another company, which was controlled and owned by Bhavesh. These transfers were

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made without Anjay's consent and, Anjay would learn, without authority and contrary to South Carolina law.

21. On information and belief, John Doe acted as the legal representative of Bhavesh in the winding up of SIA's business.

22. In 2016, Anjay filed suit against SIA and Bhavesh, seeking an accounting of SIA.

23. On March 21, 2017, Bhavesh filed an affidavit notifying Anjay, for the first time, that Bhavesh voted to expel Anjay as a member of SIA because it was unlawful to conduct SIA's business with Anjay as a member. This sworn statement was false and constituted fraud upon the Court and the parties. Contrary to Bhavesh's affidavit, he did not vote to eliminate Anjay from the LLC, and if he did he owed Anjay for one-half of the value of the company at the time of such expulsion. Also, contrary to Bhavesh's affidavit, it was not illegal to carry on the company's business with Anjay as a member.

24. In the affidavit, Bhavesh also alleged, again for the first time, that he dissolved SIA in September of 2015.

25. Bhavesh, as a minority owner of SIA, did not have the authority to expel Anjay as a member of SIA and could not have held a vote that would have had that effect on Anjay. Similarly, Bhavesh did not have authority to dissolve SIA at any time.

26. Neither Bhavesh nor SIA paid Anjay for his 50% share of SIA.

For a First Cause of Action
(Breach of the Duty of Good Faith and Fair Dealing)

27. Each and every allegation set forth above is incorporated herein as if repeated verbatim.

28. As a member of a member-managed LLC, Bhavesh was to discharge his duties to the company and its other member with the obligation of good faith and fair dealing. This duty arises by operation of law under the South Carolina Uniform Limited Liability Company Act of 1996.

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29. Bhavesh breached his obligation of good faith and fair dealing by acting in a manner that ran contrary to the best interests of Anjay and SIA, and impaired SIA's rights to profits and value of its assets as well as Anjay's rights to his ownership interest in SIA.

30. John Doe is responsible as the legal representative of Bhavesh for his violations of the LLC Act as if John Doe was a member, according to S.C. Code Ann. § 33-44-409.

31. As a direct and proximate result of Bhavesh's and John Doe's breach of his obligation of good faith and fair dealing, Anjay has suffered damages.

32. Anjay is informed and does believe he is entitled to judgment as a matter of law against Bhavesh and John Doe for damages, both actual and punitive, for his breach of his duty of good faith and fair dealing, in an amount to be determined by the trier of fact.

For a Second Cause of Action
(Breach of Duty of Care to LLC and its Member)

33. Each and every allegation set forth above is incorporated herein as if repeated verbatim.

34. As a member of a member-managed company Bhavesh owed a duty of care to the company and its member in the conduct of and winding up of the company's business.

35. Bhavesh violated his duty of care to SIA and Anjay by breaching agreements he entered into with the government on behalf of SIA, by failing to properly account for SIA's revenues, by transferring the company's assets for no value or less than fair market value, and by failing to wind up the company as required by law, including failing to pay Anjay for his ownership interest in SIA.

36. Bhavesh knowingly violated South Carolina law when he did not pay Anjay for his interest in SIA upon dissolution of the company or the purported expulsion. Such conduct constitutes negligence per se. Though he did not actually vote to expel Anjay, any such act would have also violated South Carolina law because Bhavesh did not have grounds to expel Anjay.

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37. Bhavesh's conduct related to these breaches was grossly negligent, reckless, intentional, and was a knowing violation of law.

38. John Doe is responsible as the legal representative of Bhavesh for his violations of the LLC Act as if John Doe was a member, according to S.C. Code Ann. § 33-44-409.

39. As a direct and proximate result of Bhavesh's and John Doe's breach of his duty of care, Anjay has suffered damages related to the failure of SIA to purchase his interest or to distribute his share of the company's profits or assets as required by law.

40. Anjay is informed and does believe he is entitled to judgment as a matter of law against Bhavesh and John Doe for damages, both actual and punitive, for his breach of his duty of care in an amount to be determined by the trier of fact.

For a Third Cause of Action
(Breach of Duty of Loyalty)

41. Each and every allegation set forth above is incorporated herein as if repeated verbatim.

42. As a member in a member-managed company, Bhavesh owed a duty of loyalty to the company and Anjay. The duty of loyalty, as set forth in South Carolina law, required Bhavesh to:

(a) to account to the company and to hold as trustee for it any property, profit, or benefit derived by the member in the conduct or winding up of the company's business or derived from a use by the member of the company's property, including the appropriation of a company's opportunity;

(b) to refrain from dealing with the company in the conduct or winding up of the company's business as or on behalf of a party having an interest adverse to the company; and

(c) to refrain from competing with the company in the conduct of the company's business before the dissolution of the company.

43. Bhavesh breached the duty of loyalty when he failed to account to the company and to hold as trustee for the company property, profit, or benefit derived by Bhavesh in the winding up of SIA's business. Further, Bhavesh dealt with SIA on behalf of his new company when winding up

SIA's business. Bhavesh's new company had adverse interests to SIA and gained an economic advantage over SIA as a result of Bhavesh's actions. Finally, Bhavesh organized his successor entity prior to the dissolution of SIA and competed with SIA prior to that time.

44. John Doe is responsible as the legal representative of Bhavesh for his violations of the LLC Act as if John Doe was a member, according to S.C. Code Ann. § 33-44-409.

45. As a direct and proximate result of Bhavesh's and John Doe's breach of his duty of loyalty, Anjay has suffered damages in an amount equal to his ownership interest in SIA's damages resulting from Bhavesh's breach.

46. Anjay is informed and does believe he is entitled to judgment as a matter of law against Bhavesh and John Doe for damages, both actual and punitive, for his breach of his duty of loyalty in an amount to be determined by the trier of fact.

For a Fourth Cause of Action
(Breach of Fiduciary Duty)

47. Each and every allegation set forth above is incorporated herein as if repeated verbatim.

48. The South Carolina Uniform Limited Liability Act of 1996 recognized that members owe their companies and other members a fiduciary duty related to the duty of loyalty and the duty of car set forth above.

49. In addition, Bhavesh owed a fiduciary duty to the company and Anjay as a result of the agreements he entered into with the government in 2013. Specifically, under the agreements Bhavesh promised to make debt payments and to hold a portion of the company's profits in an account for Anjay's benefit. As a result of these agreements Bhavesh was bound to act in good faith and with due regard to the interests of SIA and Bhavesh.

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50. Bhavesh breached his fiduciary duties in numerous ways, including acting in a manner that was contrary to Anjay's and the company's interest, failing to make payments owed by the company, and failing to hold a portion of the profit for Anjay's interest.

51. John Doe is responsible as the legal representative of Bhavesh for his violations of the LLC Act as if John Doe was a member, according to S.C. Code Ann. § 33-44-409.

52. As a direct and proximate result of Bhavesh's and John Doe's breach of his fiduciary duties, Anjay has suffered damages.

53. Anjay is informed and does believe he is entitled to judgment as a matter of law against Bhavesh and John Doe for damages, both actual and punitive, for his breach of his fiduciary duties in an amount to be determined by the trier of fact.

For a Fifth Cause of Action
(Quantum Meriut)

54. Each and every allegation set forth above is incorporated herein as if repeated verbatim.

55. That due to the work of the Plaintiff, Sia Investments grew a substantial amount in value and assets during his work and the company had gained in an extraordinary amount of worth.

56. That Defendant had a financial gain during the time the Plaintiff was officer, manager and operator of the Corporation.

57. That when Defendant unilaterally, and without notice or payment, unjustly removed the Plaintiff as an officer, manager and investor of the company he unjustly retained assets belonging to the Plaintiff.

58. That Defendant never paid Plaintiff any amount due and Defendant retained ownership of the whole company and its assets unjustly without paying its value.

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59. That Defendant should pay the reasonable value of his performance and his investment in the Corporation.

60. That Defendant must pay the value of the investment and Company and its assets, dated when he notified the Plaintiff he had been, unjustly, removed, 2017.

WHERFORE, the Plaintiff prays for the following relief:

a. A judgment against Defendant;

b. An award of attorney fees, as required;

c. For relief from the Order entered in a previous matter, which granted Summary Judgment to Bhavesh Patel and SIA, as allowed for fraud under Rule 60, SCRCP; and

d. Any and other relief the Court deems fit.

Attorney for Defendant

/s John Strickland_____

John C. Strickland

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Spartanburg, South Carolina

November 20, 2019

ELECTRONICALLY FILED - 2020 Mar 09 1:39 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
ANJAY PATEL,	)	
	)	
Plaintiff,	)	**DEFENDANT BHAVESH PATEL'S ANSWER AND COUNTERCLAIM**
	)	
v.	)	
	)	C/A No. 2019-CP-42-04122
BHAVESH PATEL and JOHN DOE,	)	
	)	(Jury Trial Demanded)
Defendants.	)	
	)	

The Defendant Bhavesh Patel, while reserving any motions filed or to be filed, and while answering the Plaintiff's Complaint and counterclaiming against the Plaintiff, would respectfully allege and show unto the Court as follows:

FOR A FIRST DEFENSE

(General Denial)

1. The Defendant Patel denies all allegations in the Plaintiff's Complaint except those allegations which are specifically admitted, explained, modified, and/or qualified.

FOR A SECOND DEFENSE

(Specific Denial)

2. The Defendant Patel hereby incorporates the relevant portions of Paragraph 1 into this his Second Defense as if fully set forth herein verbatim.

3. Admits Paragraph 1.

4. Admits Paragraph 2.

5. Denies Paragraph 3 and demands strict proof thereof. The Defendant Patel, as the sole owner of Sia Investments, LLC, closed out the business of the LLC.

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6. Denies Paragraph 4 and demands strict proof thereof. Four (4) Circuit Judges have already ruled on these allegations, and the Plaintiff didn't appeal the rulings:

A. Order Granting Defendants' Motion for Summary Judgment in Spartanburg C/A No. 2016-CP-42-1276 signed by the Honorable R. Keith Kelly on June 22, 2017 (see EXHIBIT A attached and incorporated herein);

B. Order Granting Defendants' Motion for Summary Judgment in Spartanburg C/A No. 2016-CP-42-04449 signed by the Honorable Grace G. Knie on September 25, 2017 (see EXHIBIT B attached and incorporated herein);

C. Order Granting Defendants' Motion for Summary Judgment in Greenville C/A No. 2016-CP-23-07347 signed by the Honorable Edward W. Miller on September 28, 2017 (see EXHIBIT C attached and incorporated herein); and

D. Order Granting Defendants' Motion for Summary Judgment in Saluda C/A No. 2016-CP-41-00273 signed by the Honorable Deandrea G. Benjamin on February 12, 2018 (see EXHIBIT D attached and incorporated herein).

The Defendant Patel, as sole owner of Sia Investments, LLC, as declared by the Circuit Court in (4) four separate cases previously filed by the Plaintiff, closed the LLC which had previously been co-owned by the Plaintiff before he forfeited his fifty percent (50%) interest in the LLC to the United States government by Second Final Order of Forfeiture dated June 25, 2014. See EXHIBIT E attached and incorporated herein. The Defendant Patel purchased the Plaintiff's fifty percent (50%) interest in the LLC from the government and paid $136,000.00 to the government in exchange for the Plaintiff's interest in the LLC. See EXHIBIT F attached and incorporated herein. Upon owning one hundred (100%) of the LLC, the Defendant Patel,

through lawful process, closed the LLC as it had formally been associated with a felon, the Plaintiff. The Defendant Patel, through lawful process, completely disassociated himself from the Plaintiff felon.

7. Denies Paragraph 5 and demands strict proof thereof. These issues previously have been decided by the summary judgment rulings. The Plaintiff didn't file a motion to reconsider and/or an appeal in the four (4) Circuit Court cases, and he is now time-barred to bring this action.

8. Admits Paragraph 6.

9. Admits Paragraph 7.

10. Admits Paragraph 8.

11. Admits the first and second sentences of Paragraph 9. Denies the third sentence of Paragraph 9 and demands strict proof thereof.

12. Admits Paragraph 10.

13. Regarding the first sentence of Paragraph 11, denies any statements allegedly made by the Defendant Patel, except that he once owned all of Sia Investments, LLC, after paying the United States government for the Plaintiff's interest in the LLC, at which time the Defendant Patel expelled the Plaintiff as a member of the LLC and then closed the LLC. Denies the second sentence of Paragraph 11 and demands strict proof thereof.

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14. Admits the first sentence of Paragraph 12. Denies the second sentence of Paragraph 12 and demands strict proof thereof. The Plaintiff pled guilty to numerous felonies and, as part of his plea negotiations, forfeited his entire interest in Sia Investments, LLC, to the United States government.

15. Denies Paragraph 13 and demands strict proof thereof. The Plaintiff's allegations mischaracterize the statements made by the Defendant Patel to the United States government. The Defendant Patel specifically denies that any agreement of his with the government contemplated the Plaintiff having any continuing interest in Sia Investments, LLC. The Defendant Patel's agreement with the government strictly prohibited him from having any business dealings with the Plaintiff whatsoever.

16. Denies Paragraph 14 and demands strict proof thereof. The Defendant Patel didn't remove the Plaintiff from Sia Investments, LLC, until the Defendant Patel had paid full consideration to the United States government for the Plaintiff's fifty percent (50%) interest in the LLC. Only then did the Defendant Patel lawfully close the LLC and cease to do business as Sia Investments, LLC. Upon information and belief, the Plaintiff was incarcerated when the government sold the Plaintiff's forfeited interest in the LCC to the Defendant Patel for good and valuable consideration.

17. Denies Paragraph 15 and demands strict proof thereof.

18. Denies Paragraph 16 and demands strict proof thereof

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19. Denies Paragraph 17 and demands strict proof thereof. Any third party didn't include the Plaintiff as the Plaintiff was already a party to the forfeiture proceedings. The forfeiture only applied to the fifty percent (50%) interest owned by the Plaintiff as the Defendant Patel had no involvement with the Plaintiff's criminal activities. The Defendant Patel bought the Plaintiff's fifty percent (50%) interest from the United States government, and thereafter the Plaintiff had no further interest in Sia Investments, LLC.

20. Denies Paragraph 18 and demands strict proof thereof. The Defendant Patel paid the United States government in full with his own money for the Plaintiff's forfeited fifty percent (50%) interest in Sia Investments, LLC. The Defendant Patel already owned the other fifty percent (50%). The Defendant Patel never bought his own interest in the LLC. The Defendant Patel was under an order to hold seized assets pending the outcome of the criminal case against the Plaintiff, and the Defendant Patel did as he was instructed by the government.

21. Denies Paragraph 19 and demands strict proof thereof. The Plaintiff signed the forfeiture agreement with the United States government. The Defendant Patel had no further contact or interaction with the Plaintiff after the Plaintiff signed the forfeiture agreement, as the Plaintiff no longer owned or had any interest whatsoever in Sia Investments LLC.

22. Admits the first sentence of Paragraph 20. Denies the second sentence of Paragraph 20 and demands strict proof thereof. The Defendant Patel did nothing improper or against the law either for or against the Plaintiff, as the Plaintiff already had forfeited his entire interest in Sia Investments, LLC, to the United States government.

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23. Denies Paragraph 21 and demands strict proof thereof. The Defendant Patel didn't need a legal representative to wind up the affairs of Sia Investments, LLC, and in fact didn't use a lawyer for that purpose.

24. Admits Paragraph 22.

25. Denies Paragraph 23 and demands strict proof thereof. These issues were fully litigated in the four (4) prior Circuit Court actions which addressed the Plaintiff's rights or lack thereof to any interest in Sia Investments, LLC.

26. Admits Paragraph 24.

27. Denies Paragraph 25 and demands strict proof thereof. Four (4) Circuit Court judges have already ruled otherwise.

28. Denies Paragraph 26 and demands strict proof thereof. The Defendant Patel is without understanding as to how he could owe the Plaintiff anything. The Plaintiff forfeited his fifty percent (50%) interest in Sia Investments, LLC, in exchange for money to be paid against the Plaintiff's $400,000.00 debt to the United States government. The Defendant Patel bought the Plaintiff's interest in the LLC and paid the government in full for the Plaintiff's interest. It's frivolous to argue somehow the Defendant Patel has to pay twice for the same interest forfeited by the Plaintiff to the government, when the money paid by the Defendant Patel was credited against the Plaintiff's $400,000.00 debt to the government.

29. Denies paragraph 27 and demands strict proof thereof

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30. Denies Paragraph 28 and demands strict proof thereof. The Plaintiff was no longer a member of Sia Investments, LLC, the Defendant Patel owned all of the LLC, and the Defendant Patel had no duties whatsoever to the Plaintiff.

31. Denies Paragraph 29 and demands strict proof thereof.

32. Denies Paragraph 30 and demands strict proof thereof.

33. Denies Paragraph 31 and demands strict proof thereof.

34. Denies Paragraph 32 and demands strict proof thereof.

35. Denies Paragraph 33 and demands strict proof thereof.

36. Denies Paragraph 34 and demands strict proof thereof. The Defendant Patel was the sole owner at the time of the winding up of Sia Investments, LLC.

37. Denies Paragraph 35 and demands strict proof thereo. The Plaintiff has no standing to assert any alleged breach of contract between the Defendant Patel and the United States government. The government cashed the Defendant Patel's check, and as far as the Defendant Patel knows is satisfied with the reduction of the Plaintiff's $400,000.00 debt that was reduced by the payment of $136,000.00 from the Defendant Patel to purchase the Plaintiff's forfeited interest in Sia Investments, LLC.

38. Denies Paragraph 36 and demands strict proof thereof. The Plaintiff has no further interest in Sia Investments, LLC.

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39. Denies Paragraph 37 and demands strict proof thereof. The Plaintiff has no further interest in Sia Investments, LLC.

40. Denies Paragraph 38 and demands strict proof thereof. The Defendant didn't use or rely upon legal representatives to wind down and/or close out Sia Investments, LLC.

41. Denies Paragraph 39 and demands strict proof thereof. The Plaintiff had no further interest in Sia Investments, LLC.

42. Denies Paragraph 40 and demands strict proof thereof.

43. Denies Paragraph 41 and demands strict proof thereof.

44. Denies Paragraph 42 and demands strict proof thereof. The Plaintiff was no longer a member of Sia Investments, LLC, after he forfeited his interest to the United States government to pay toward his fine.

45. Denies Paragraph 43 and demands strict proof thereof. The plaintiff was no longer a member of Sia Investments, LLC, after he forfeited his interest to the United States government to pay toward his fine.

46. Denies Paragraph 44 and demands strict proof thereof. The Defendant Patel didn't have a legal representative to assist him in the winding down and/or the closing out of Sia Investments, LLC.

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47. Denies Paragraph 45 and demands strict proof thereof. The Defendant Patel had no duty to the Plaintiff once the Plaintiff forfeited his interest in Sia Investments, LLC, to the United States government to partially pay his fine of $400,000.00.

48. Denies Paragraph 46 and demands strict proof thereof.

49. Denies Paragraph 47 and demands strict proof thereof.

50. Paragraph 48 is a statement of law that is not applicable to the Defendant Patel, as the Plaintiff sold his interest in Sia Investments, LLC, to the United States government by forfeiture, which ended the Plaintiff's relationship with the LLC.

51. Denies Paragraph 49 and demands strict proof thereof. The United States government did the accounting for Sia Investments, LLC, and determined how much the Defendant Patel had to pay the government to buy the Plaintiff's fifty percent (50%) interest in the LLC. The Defendant Patel accounted in full to the government before the government could put a price certain on the Plaintiff's interest in the LLC. The government's accounting valued the Plaintiff's interest in the LLC at $136,000.00. The Defendant Patel paid the government in full, and, upon information and belief, the government credited the $136,000.00 against the $400,000.00 owed by the Plaintiff to the government as part of the Plaintiff's plea negotiations.

52. Denies Paragraph 50 and demands strict proof thereof. Upon forfeiture, the Defendant Patel had no further obligation to the Plaintiff whatsoever.

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53. Denies Paragraph 51 and demands strict proof thereof. The Defendant Patel is without information to understand who John Doe is, but the Defendant Patel didn't use a legal representative to wind down and/or close out Sia Investments, LLC.

54. Denies Paragraph 52 and demands strict proof thereof.

55. Denies Paragraph 53 and demands strict proof thereof.

56. Denies Paragraph 54 and demands strict proof thereof.

57. Denies Paragraph 55 and demands strict proof thereof.

58. Denies Paragraph 56 and demands strict proof thereof.

59. Denies Paragraph 57 and demands strict proof thereof.

60. Denies Paragraph 58 and demands strict proof thereof.

61. Denies Paragraph 59 and demands strict proof thereof.

62. Denies Paragraph 60 and demands strict proof thereof.

63. Denies Paragraphs a.-d. of the Prayer and demands strict proof thereof. The Defendant Patel hasn't committed fraud on any court.

FOR A THIRD DEFENSE

(Failure to State Facts Sufficient to Constitute a Cause of Action)

64. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 63 into this his Third Defense as if set out herein verbatim.

65. The Plaintiff's Complaint should be dismissed pursuant to SCRCivP 12(b)(6) because it fails to state facts sufficient to constitute a cause of action.

FOR A FOURTH DEFENSE

(Statute of Limitations)

66. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 65 into this his Fourth Defense as if set out herein verbatim.

67. The Defendant Patel pleads statute of limitations as an affirmative defense.

FOR A FIFTH DEFENSE

(Unclean Hands)

68. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 67 into this his Fifth Defense as if set out herein verbatim.

69. To the extent the Plaintiff has unclean hands, such inequitable conduct by the Plaintiff constitutes a complete bar to relief.

FOR A SIXTH DEFENSE

(Legitimate Business Purposes)

70. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 69 into this its Sixth Defense as if set out herein verbatim.

71. At all times relevant to this lawsuit, the Defendant Patel acted according to legitimate business purposes based upon reasonable and lawful factors.

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FOR A SEVENTH DEFENSE

(Good Faith)

72. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 71 into this his Seventh Defense as if set out herein verbatim.

73. The Defendant Patel at all times acted in good faith and acted without malice.

FOR AN EIGHTH DEFENSE

(Res Judicata)

74. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 73 into this his Eighth Defense as if set out herein verbatim.

75. The Defendant Patel pleads res judicata as an affirmative defense.

FOR A NINTH DEFENSE

(Collateral Estoppel)

76. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 75 into this his Ninth Defense as if set out herein verbatim.

77. The Defendant Patel pleads collateral estoppel as an affirmative defense.

FOR A TENTH DEFENSE

(Preservation of Defenses)

78. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 50 into this his Tenth Defense as if set out herein verbatim.

79. The Defendant Patel expressly seeks to preserve and not waive any and all affirmative defenses available pursuant to federal and/or state statutes, regulations, common law,

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rules of procedure, rules of evidence, and/or any other binding authority that the Defendant Patel might rely upon in defending this lawsuit.

80. The Defendant Patel reserves the right to assert all other defenses available to him under law or equity at the time of trial and reserves the right to amend this Answer to include additional defenses that discovery may reveal to be appropriate.

FOR A FIRST COUNTERCLAIM

(Frivolous Lawsuit)

81. The Defendant Patel hereby incorporates the relevant portions of Paragraphs 1 through 80 into this his First Counterclaim as if set out herein verbatim.

82. The Plaintiff filed this action even though the United States government approved the Defendant Patel's purchase of the Plaintiff's forfeited interest in Sia Investments, LLC, and even though four (4) Circuit Court judges have granted summary judgment against the Plaintiff's allegation that he still owns an interest in the LLC. Furthermore, this is the first case in which the Plaintiff has alleged fraud against the Defendant Patel. The Plaintiff brings this case in bad faith, even though the government fully credited the $136,000.00 paid by the Defendant Patel for the Plaintiff's interest in the LLC against the Plaintiff's criminal fine.

83. The Defendant Patel is informed and believes that he's entitled to actual damages, attorney fees, and litigation costs for having to defend the Plaintiff's frivolous lawsuit.

PRAYER

WHEREFORE, the Defendant Patel prays:

1. That this Court dismiss the Plaintiff's claims with prejudice.

2. That this Court grant judgment against the Plaintiff.

3. That the Defendant Patel be awarded actual damages, reasonable attorney fees, and litigation costs as permitted by case law and statutes such as he can prove at trial.

4. For a trial by jury.

5.. For such other and further relief as this Court deems just, proper, and equitable.

THE GARRETT LAW FIRM, P.C.
Attorney for the Defendant Patel

By: _____
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Greenwood, South Carolina

March 9, 2020

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ELECTRONICALLY FILED - 2020 Apr 15 1:31 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	IN THE COURT OF COMMON PLEAS
ANJAY PATEL Plaintiff, vs. Bhavesh Patel and John Doe, Defendants.	**REPLY TO DEFENDANT'S COMPLAINT** CASE NO.: **2019-CP-42-_____**

The Plaintiff , Anjay Patel, by and through his Attorney, does reply to the Counterclaims of the Defendant,:

REPLY TO COUNTERCLAIMS

1. Plaintiff denies each and every Counterclaim alleged by Defendant and would demand strict proof thereof.

2. Plaintiff denies Counterclaims in paragraphs 65, 67, 69, 71, 73, 75, 77, 79, 80, 82, and 83 and would demand strict proof each each and every counterclaim.

3. Plaintiff reserves the right to assert any and all other defenses available to him under the law or equity at the time of trial and reserves the right to amend this Reply to include additional defenses to the Counterclaims that discovery may reveal to be appropriate.

WHERFORE, the Plaintiff prays for the following relief:

a. A judgment against Defendant;

b. An award of attorney fees, as required;

c. Dismiss all Defendant's counterclaims; and

d. Any and other relief the Court deems fit.

Attorney for Defendant

/s John Strickland_____

John C. Strickland

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Spartanburg, South Carolina

April 15, 2020

ELECTRONICALLY FILED - 2020 Apr 15 1:31 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

ELECTRONICALLY FILED - 2020 Aug 06 3:46 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
ANJAY PATEL,	)	
	)	
Plaintiff,	)	**DEFENDANT BHAVESH PATEL'S MOTION FOR SUMMARY JUDGMENT**
	)	
v.	)	
	)	C/A No. 2019-CP-42-04122
BHAVESH PATEL and JOHN DOE,	)	
	)	
Defendants.	)	
	)	

TO: JOHN STRICKLAND, ATTORNEY FOR THE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Defendant Bhavesh Patel, through his undersigned attorney, will move before the presiding judge of the Court of Common Pleas for Spartanburg County in the Spartanburg County Courthouse, Spartanburg, South Carolina, ten (10) days after service or as soon thereafter as may be convenient, at a date and time established by the Court, for summary judgment pursuant to Rule 56, SCRCivP.

This motion is based upon the grounds that there is no genuine issue of material fact and therefore the Defendant Bhavesh Patel is entitled to judgment as a matter of law.

THE GARRETT LAW FIRM, P.C.
Attorney for the Defendant Bhavesh Patel

By: /Billy J. Garrett
109 Oak Avenue
Greenwood, S.C. 29646
Telephone: (864) 229-8000
Facsimile: (864) 229-8001

Greenwood, South Carolina

August 6, 2020

ELECTRONICALLY FILED - 2020 Aug 19 1:00 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
ANJAY PATEL,	)	
	)	
Plaintiff,	)	**DEFENDANT BHAVESH PATEL'S MEMORANDUM**
	)	
v.	)	
	)	C/A No. 2019-CP-42-04122
BHAVESH PATEL and JOHN DOE,	)	
	)	
Defendants.	)	
	)	

The Plaintiff's entire case is a misrepresentation of known facts and is a purposeful attempt to set aside several binding federal court and state circuit court Orders.

The Plaintiff received the benefit of the $136,000.00 purchase price paid to the U.S. government (hereinafter "the government") by the Defendant Patel for the government's interest in Sia Investments, LLC (hereinafter "Sia"), which had been seized from the Plaintiff. These monies were applied to the Plaintiff's financial obligation to the government. The Plaintiff and his criminal defense attorney negotiated the terms of this forfeiture to the government.

In addition to other property owned by the Plaintiff, the Plaintiff, by agreement and by federal court Order, assigned and forfeited his fifty percent (50%) interest in Sia to the government. The government received an accounting from the Defendant Patel concerning the values of Sia and the Defendant Patel's interest in Sia, and also upon information and belief conducted an appraisal on the various real properties in order to determine the fair market value of Sia.

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The government accepted the Plaintiff's interest in Sia, subject to a mortgage on one of the real properties as well as the Defendant Patel's interest in Sia. The government never owned all of Sia and only sold the Plaintiff's fifty percent (50%) interest in Sia, subject to a third-party mortgage and the Defendant Patel's fifty percent (50%) interest, to the highest bidder, which turned out to be the Defendant Patel. The Defendant Patel, with the assistance of counsel, bought the government's interest in Sia.

Upon further information, the government allowed the monies paid by the Defendant Patel for the government's interest in Sia to reduce the Plaintiff's $400,000.00 obligation to the government.

This case is barred by res judicata and collateral estoppel. The final federal court order and the previous four (4) state circuit court Orders are the law of the case. Also, the Plaintiff named the Defendant Patel as a party defendant in the first state court case, which was dismissed by summary judgment against the Plaintiff. The Plaintiff hasn't appealed any prior federal or state court Orders.

This case is also barred by the statute of limitations as the Plaintiff forfeited his interest in Sia to the government in 2014 and didn't submit a bid to purchase the government's interest in Sia. Also, the Plaintiff filed his first state court case in 2016 which was dismissed in 2017.

Respectfully submitted.

THE GARRETT LAW FIRM, P.C.
Attorney for the Defendant Bhavesh Patel

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Greenwood, South Carolina

August 19, 2020

ELECTRONICALLY FILED - 2020 Aug 19 1:00 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

ELECTRONICALLY FILED - 2020 Aug 19 9:13 AM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG	IN THE CIRCUIT COURT SEVENTH CIRCUIT
ANJAY PATEL Plaintiffs, vs. BHAVESH PATEL AND JOHN DOE Defendant(s)	**PLAINTIFF'S** **RESPONSE TO SUMMARY JUDGMENT** (JURY TRIAL DEMANDED) CASE NO.: 2019-CV-42-04122

"In determining whether summary judgment is proper, this court must view all evidence in the light most favorable to the non-moving party. Summary judgment is only appropriate when it is clear there is no issue of material fact, and the moving party is entitled to judgment as a matter of law. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." *Silvester v. Spring Valley Country Club*, 344 S.C. 280, 285, 543 S.E2d 563, 566 (Ct. App. 2001).

In the case at hand, the Defendant is demanding Summary Judgement but fails to address the preverbal "elephants in the room". That herd of elephants are several, including but not limited to the Defendant kicking Plaintiff out of the LLC without fair and just compensation and then stating that 1. Plaintiff was not a member of the corporation in one deposition; while, 2. Defendant filed multiple tax returns stating both parties own the company 50/50.

This case is about what happened to Anjay's interest in Sia, and why he did not receive payment for it from his partner. Bhavesh Patel, has told various accounts of what happened with Sia after Anjay's indictment. No matter what he has said the facts are either that 1.) Bhavesh

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removed Anjay from Sia right after his indictment (see Bhavesh affidavit from March, 2017); or 2.) Bhavesh remove Anjay from Sia after the government sold Sia back. Either way, neither Sia nor Bhavesh paid Anjay for his interest when he was dissociated.

The statute of limitations does not affect this case because Anjay was not made aware of either scenario before March of 2017. The prior case does not affect this case because Anjay was seeking relief against Sia, which was dissolved and against which there could be no relief; whereas, this case is seeking payment for Anjay's interest following his dissociation. Finally, the forfeiture of Sia does not matter because in the forfeiture the government took all of Sia – no matter who owned it – and then sold all of it back. If Bhavesh dissociated Anjay prior to the forfeiture, as he claims in his affidavit, he owed Anjay for his interest at that point. If he did not dissociate him until after the forfeiture then Anjay is entitled to payment for his interest from that time.

The federal government indicted Patel following an investigation into his transfer of cigarettes from Virginia to South Carolina. Contemporaneous with the indictment, the government presented testimony about the amount of cigarettes and money involved in Patel's case in an effort to seize Patel's assets. At the time of the indictment, the government seized nearly $16 million in assets belonging to Patel. The pre-conviction seizure included assets that were not tainted by Patel's crime.

Patel was forced into a guilty plea and the government obtained a money judgment against Patel for $400,000.00. The government filed a Motion claiming that the $400,000 money judgment was unavailable property and sought to recover Patel's interest in SIA Investments, LLC, as a substitute asset. Patel agreed to work with the government regarding Sia. The government notified Sia of its intent to forfeit the entity and Sia never made a claim to

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keep Sia. Assistant United States Attorney Sharon Burnham filed a second motion seeking Sia and included a draft order for the Court to sign.

The order AUSA Burnham drafted did not grant a forfeiture of only Patel's interest in SIA. Instead, the Order forfeited all of SIA to the government. The order states in pertinent part:

> [T]he United States is entitled to an order forfeiting other property of the defendant as a substitute for the unavailable property ordered forfeited. Accordingly, it is hereby ORDERED that the following property is hereby forfeited to the United States:
>
> The entity known as SlA Investments, LLC, and all assets, including, but not limited to, the following properties:
>
> l. 401 Town Center North, McCormick, SC 29835
>
> 2. 200 Hammett St., Greenville, SC 29609
>
> 3. 699 Arlington Rd/2207 Racing Rd, Greer, SC 29651
>
> 4. $12,648.69 in U.S. Currency

(Dkt #717) (emphasis added). The court entered the Order as drafted by AUSA Burnham. *See* Dkt #717 (attached).

Without question, the Order drafted by AUSA Burnham forfeited the entire entity known as SIA, all of SIA's real property plus assets owned by the entity, to the United States. As of the date of the order neither Bhavesh nor Anjay owned any of Sia. Because the Order forfeited all of SIA, the government also owned a fourth parcel that was not listed in the Order. After the forfeiture, but which would need to be deeded back at a later date.

The government sold the entity and the real property back to SIA for $136,000. The settlement agreement between the government and SIA, which was made a part of the Order at #788, states:

1. On August 29, 2013, an Amended Preliminary Order of Forfeiture (Dkt 653)

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> was entered providing for the forfeiture of specific property, and on December 6, 2013, an Amended Order of Forfeiture as to Certain Substitute Property (Dkt #717) was entered providing for forfeiture of specific property in partial satisfaction of the forfeiture money judgment.
>
> . . .
>
> 3. Upon receipt of said funds, the forfeited interest in the above listed property conveyed to the United States via the Orders of Forfeiture entered herein on August 29, 2013 and December 6, 2013, Dkt Nos. 653 and 717, will be conveyed to SIA Investments LLC. . .

SIA (through Bhavesh, its controlling member at the time) paid the government and the government deeded four parcels of real property to SIA by deed dated November 26, 2014. (*See* Quitclaim Deed from United States to SIA.) The money judgment should have been satisfied at that time but, for reasons unknown to Patel, it was not.

After the government sold Sia back, Bhavesh was in control of it without any of the previously noted restrictions. There is no question that the government took all of Sia and not only Anjay's interest. Defendant does not dispute that Anjay Patel was the owner of 50% of Sia prior to any expulsion or dissolution of the company, the only question is when the expulsion took place.

Defendant transferred the assets of Sia to another entity that he owns and controls completely. In previous litigation, Patel filed an action seeking an accounting of Sia. The court ruled that Sia no longer existed and Patel could not get an accounting for such a company. Defendant has now filed an affidavit alleging that Bhavesh Patel voted unanimously to expel Anjay Patel as a member of Sia. (See Affidavit of Bhavesh Patel, par. 6.) The date of Bhavesh Patel's vote to expel Anjay Patel is unknown. Patel was unaware of the expulsion until he received a copy of the Affidavit from Defendants' counsel. Anjay Patel has never received compensation for his 50% ownership interest in Sia.

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The reason the forfeiture does not affect Anjay's claim is because of how the order (#717) was drafted. That order did not, as previously agreed, forfeit only Anjay's interest in Sia. Instead it forfeited the entire entity to the government. Anjay, accordingly, was not divested of his interest in Sia by the forfeiture. When it was sold back to Sia, the interest of both members remained intact.

The order granting summary judgment in the old case only affected Anjay's claims against Sia as an ongoing entity. Because it was no longer an entity (thanks to Bhavesh), the court granted judgment against Anjay in his quest for an accounting, etc. The issues involved in this suit are not the same as those involved in the previous case against Sia and Bhavesh.

Regarding John Doe, the relevant statutes make it unlawful for the attorney drafting dissolution or dissociation documents to allow what happened here. Patel is unaware of who that person is but seeks relief against him or her.

Questions of fact exist now, including: When did Bhavesh expel Anjay from Sia? When did Anjay find out about the expulsion? Summary judgment is not appropriate. In the interest of fairness and justice Quantum Meruit would demand that the Plaintiff be paid for his contributions and monetary interest in Sia.

ATTORNEY FOR DEFENDANT

_/J Strickland_____
John C. Strickland
Strickland Law Firm, LLC
184 N. Daniel Morgan Ave.
Spartanburg, South Carolina 29306

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Keith R. Kelly, Circuit Judge

Case No. 2019-CP-42-04122

Bhavesh Patel , Respondent,

v.

Anjay Patel Appellant,

NOTICE OF APPEAL

Anjay Patel by and through its attorney, appeals the judgment of the Honorable Keith R. Kelly dated September 17, 2020. Appellant received written notice of entry of this judgment on September 17, 2020.

October 15, 2020

/s John Strickland
Strickland Law Firm, LLC
John C. Strickland – SC Bar 76210
184 Daniel Morgan
Spartanburg, South Carolina 29306
864-699-8164
Attorney for Appellant

Other Counsel of Record:
Billy J. Garrett, Jr.
Garrett Law Firm
109 Oak Ave.
Greenwood, SC 29646
Attorney for Respondent

STATE OF SOUTH CAROLINA	) IN THE COURT OF
	) COMMON PLEAS
	) OF THE SEVENTH
COUNTY OF SPARTANBURG	) JUDICIAL CIRCUIT
	)
	)
	)
ANJAY PATEL,	)
	)
Plaintiff,	) TRANSCRIPT OF RECORD
	) 2019-CP-42-04122
vs.	)
	)
BHAVESH PATEL AND JOHN DOE,	)
	)
Defendants.	)
	)

ORIGINAL

August 19th, 2020
Spartanburg, South Carolina
via Webex

B E F O R E:

HONORABLE R. KEITH KELLY, Judge.

A P P E A R A N C E S

BILLY J. GARRETT, JR., ESQUIRE
For The Plaintiff

CARSON M. HENDERSON, ESQUIRE
For The Plaintiff

JOHN C. STRICKLAND, ESQUIRE
For Defendants

Julie A. Cendroski,
Circuit Court Reporter
Seventh Judicial Circuit

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EXHIBITS

	MARKED	ENTERED

NO EXHIBITS PROFFERED

ANJAY PATEL VS. BHAVESH PATEL AND JOHN DOE

(The following hearing was done through Webex.)

THE COURT: Okay. Let's see, do we have everybody? Is Mr. Garrett with us? Mr. Garrett, he is muted, I think. Mr. Garrett?

MR. GARRETT: Yes, Your Honor.

THE COURT: Okay. Julie, can you hear? They're sitting a little far away.

COURT REPORTER: (Indicating.)

THE COURT: You've got it? Okay. All right.

THE COURT: The first case up is 2019-CP-42-04122, and that is -- let's see, this is Anjay Patel versus Bhavesh Patel and John Doe. And I believe, Mr. Garrett, you have two motions; is that right?

MR. GARRETT: That is correct Your Honor.

THE COURT: Give me one second.

Okay. Mr. Garrett, you have two motions, sir.

MR. GARRETT: Yes, Your Honor. If it pleases the Court, Mr. Carson Henderson will handle our motions for us, Your Honor. This is Mr. Carson Henderson.

THE COURT: Okay. I'm missing a little bit of words there. Let me ask both of you to speak up just a little louder so that we don't miss words for my court reporter. Okay. Tell me again, please.

MR. GARRETT: Certainly. My name is Billy Garrett, I represent the plaintiff -- excuse me, the defendant, Bhavesh Patel. And I'm having Mr. Carson Henderson is gonna argue the motion for the defendant, our motion to dismiss and our motion for summary judgment.

THE COURT: Okay. Yes, sir.

MR. HENDERSON: Yes, sir, Your Honor. Carson Henderson, if it pleases the Court. Your Honor, we have filed a lot of documents in this matter, and I'm sure you and your clerk, I don't know if you've had the chance to go through everything that we have filed. There are a lot of filings with our answer and counterclaim. We've also submitted a good many documents with our Motion for Summary Judgment. And, actually, we just filed a reply memorandum probably within the last 30 minutes. I'm not even sure if it's listed on, on the website yet, Your Honor.

THE COURT: I have not seen that.

MR. HENDERSON: Okay. But it ought to be coming through. We had filed it about an hour ago, and maybe the clerk is at lunch, but here pretty quickly I'm hoping it will be accepted.

Your Honor, you actually heard one of the prior matters in this back in 2017. I'm not gonna go into too

much detail, but this all stems from a federal court action up in Salem, Virginia, where the plaintiff, Mr. Anjay Patel, was indicted and subsequently convicted. He pled guilty to a number of crimes and went to federal prison.

When he went to federal prison at that time, he co-owned this entity Sia, S-i-a, Investments, LLC, with our client Bhavesh Patel. Basically a 50/50 ownership, Your Honor. And as part of Mr. Anjay Patel's plea deal, he forfeited his interest in Sia Investments to the federal government.

Now, obviously the federal government took control of Sia, but subject to our client, Bhavesh Patel's, 50 percent ownership interest and couldn't divest him of his interest. They put Anjay Patel's interest up for sale and our client, Bhavesh Patel, bought that interest, making Bhavesh the 100 percent owner of Sia.

Now, Anjay Patel knew all this was going on, Your Honor. In fact, he and his lawyer, his criminal defense attorney, agreed to it. And the money that our client, Bhavesh Patel, spent buying that interest actually went to reduce the debts that Anjay Patel owed the federal government. So his debt was reduced from $400,000 minus $136,000 that our client paid, meaning our client was

the sole owner of Sia. Whatever interest that Anjay Patel had at that point in time was wiped out, gone, of no further force and effect.

So while Anjay Patel is in prison, he starts filing a good committee lawsuit against Sia Investments, against Bhavesh Patel, against another LLC owned by Bhavesh Patel. And, Your Honor, you heard the first one up in Spartanburg and you actually granted summary judgment, basically saying there was no standing; that Anjay Patel had no standing to be bringing this litigation because he had no ownership interest in Sia.

Your Honor, that was -- you read summary judgments. The order was not -- he didn't ask the Court to reconsider its ruling, the order was not appealed. That was a final court order. And on top of that, Your Honor, the prior federal court order was a final court order that Anjay Patel did not ask to be reconsidered or appealed.

And the order I'm referring to, Your Honor, is the second final order for forfeiture, and we have attached that. It's attached to our pleading and it's also attached to documents that we submitted today, Your Honor.

Again, the federal judge made it clear that Anjay Patel has no interest in this entity. Your Honor made

it clear to that Anjay Patel has no interest in this entity.

And then after your role or around the same time, three other lawsuits were filed by Anjay Patel seeking the same relief. Basically seeking monies that he believes he's owed from his former ownership interest in Sia, which the federal government took from him. And, again, three other circuit judges, Your Honor, granted summary judgment on basically the same allegations.

Now we have what I consider the fifth state court action where Anjay Patel is suing our client and John Doe. And, again, we still don't know who John Doe is. The plaintiff was never even attempting to serve John Doe by newspaper or otherwise.

And then the plaintiff seems to be making a big deal that, hey, I've never sued Anjay Patel individually before, so I should be able to sue him now. And, again, Your Honor, if you look back at the case that you granted summary judgment on, one of the co-defendants was Bhavesh Patel in his individual capacity, just like in this lawsuit.

Your Honor, all this basically boils down to what I call a big standing issue. You know, we've got multiple orders which laid out the law of this case; i.e., that Anjay Patel has no interest at all in Sia.

You know, it's res judicata. It's collateral estoppel. I mean, we've got statute of limitations problems. There's not standing. I mean, and all of it, I think, is under the rubric of no standing. I think Your Honor hit the nail on the head in your initial order granting summary judgment.

The plaintiff, Anjay Patel, makes a big deal about not knowing that Sia was dissolved. It was dissolved on September the 3rd of '15, Your Honor. We actually filed that paperwork with the Court from the Secretary of State. And whether or not Anjay Patel knew that or not is irrelevant. He didn't own any of Sia at that time. It was already gone. The federal court had already ruled that he owned none of Sia.

This suit was filed on November the 19th, which is more than three years after Sia was dissolved. So all this ties back into statute of limitations. It ties back into no standing. You know res judicata, collateral estoppel. And it's -- you know, we've just been down this road multiple times.

Mr. Garrett and I were talking before this came on that we've been dealing Bhavesh Patel and these Sia issues for at least eight-and-a-half years, if not nine years. You know, through Capsel that was hired up in the federal system up in Virginia. And then once this

came back to State court, the Anjay Patel lawsuits. But, yeah, we're intimately involved with all this.

We tried to file with the Court as many documents as we could to show what's been done in this case to indicate that Anjay Patel has no interest in Sia. You know, if there's anything else that the Court thinks it needs, we'll be glad to try to dig up, but we've been trying to get all this stuff together for the Court.

And, Your Honor, as it relates to the other motion for John Doe, we don't have a clue who John Doe is. Now, granted, it's a co-defendant. John Doe, he or she, is a co-defendant with us, but the plaintiff is obviously not wanting to prosecute that action against John Doe because he hasn't taken any steps to serve John Doe.

Your Honor, if you grant the defendant, Bhavesh Patel, summary judgment, our motion as it relates to dismissing John Doe is --- (audio cuts out.)

THE COURT: You're breaking up. We can't hear you.

COURT REPORTER: I lost him at dismissing John Doe.

MR. HENDERSON: -- somewhat together that the plaintiff thinks he can start adding ---

(Audio cuts out.)

(Audio cuts out.)

THE COURT: Mr. Carson, (sic) we can't hear you. Mr. Carson? Mr. Garrett?

MR. HENDERSON: Your Honor?

THE COURT: We can't hear you.

MR. HENDERSON: I think I can go back.

MR. GARRETT: Can he hear you?

MR. HENDERSON: Can you hear me now, Your Honor?

THE COURT: No, sir, we can't. I'm hearing about every third word. Can you get closer? Can't hear at all.

MR. HENDERSON: I can, Your Honor. And I'll go back to the John Doe. We'll get our tech guy in here.

THE COURT: Okay. Go back to John Doe, and if you'll speak a little slower, too, please.

MR. HENDERSON: Yes, sir, Your Honor. We don't know who John Doe is. The plaintiff has not sought to serve this action on John Doe. Can you hear me, Your Honor?

THE COURT: (Indicating.)

MR. HENDERSON: Okay, thumbs up. Your Honor, it doesn't appear that the plaintiff has sought to serve this lawsuit on John Doe, but it's like these past four state court cases, at times the plaintiff will add new defendants trying to create new causes of action, but it

still doesn't undo the fact that Sia doesn't -- that Anjay Patel doesn't own any interest in Sia. That's been decided by the federal court. That's been decided by four prior state court judges, including yourself, and none of those orders have been appealed.

So to a certain degree, if you grant our summary judgment motion, I'm guessing our motion to dismiss John Doe would be somewhat irrelevant, superfluous, but all of it is kind of tied together in that we don't believe that the plaintiff has any standing or any legitimate causes of action against Sia, Bhavesh Patel, any entity owned by Bhavesh Patel that originated from Sia because Sia is now a default entity, has been for about five years.

And, Your Honor, I hope if the Court wants us to make any more arguments or submit any more documents, we'll be glad to.

THE COURT: Okay, thank you.

Mr. Strickland, sir, you have the floor.

MR. STRICKLAND: John Doe. Can you hear me?

THE COURT: I can now. Go ahead, Mr. Strickland.

MR. STRICKLAND: Okay. May it please the Court. If you will allow me to address the issue with John Doe first. John Doe is someone that we had hoped to uncover during discovery. As COVID and, you know, my personal

medical issues have kind of held us up for the past few months, we are just getting around to issuing discovery now.

We had hoped to uncover who John Doe is during this time. We have -- again, we've just started this. So as far as John Doe, I would think it's premature for anyone, including someone who doesn't represent John Doe, to basically ask for him to be dismissed. Now, if Mr. Garrett says he represents John Doe, then I think that puts him in standing to argue for John Doe.

As for the other, Your Honor, if you look, there are no orders from the federal court that they submitted today stating -- and that's the first time I've seen these orders, but there are no orders that state that the federal government, the U.S. government was selling Mr. Patel's interest in Sia.

They say that someone -- that Sia investments gave the government a certain amount of money, but it doesn't say that Mr. Patel, in his individual capacity or as someone else or as a co-owner of Sia purchased Mr. Patel's interest. Today's the first time I've ever seen the letter that was submitted to the Court. Again, that's part of the discovery process that we would have had a chance to see.

Our position is we think summary judgment is

premature in this case at this point and there's a case, The Smidt -- basically it's Courtney and Kemper Sports of Crowsfield. Basically the Court says that summary judgment is premature when discovery hasn't taken place yet.

There are material facts that are in question. If you look at both affidavits, there are material facts that are different in both affidavits. When material facts are different, then there should be a time where this case should proceed forward.

In this instance, if you look at the notice and order, they said notice was given in 2013 and 2014 and nobody from Sia filed any claims against the federal government until -- if you'll look at the order, there's no place in that order, that the government signed, does it say the government was selling Anjay's 50 percent.

Our position is, is that in previous, as Mr. Patel has stated, he didn't hear about, he didn't know that he had been disassociated until 2017 when all this mess started. Our position is that we saw the letter that's dated 2012 that doesn't even match up with the amount that Mr. Patel, that Bhavesh Patel, even allegedly paid.

The letter in 2012 offer says for Mr. Garrett to another attorney saying, hey, Mr. Patel, Mr. Bhavesh

Patel, wants to offer $92,260 for this company for Mr. Anjay Patel's interest. We don't know what happened after that letter.

There's an affidavit, but it's not clear from that affidavit between -- and the affidavit and the court order as to whether Bhavesh bought Anjay's half, his interest or he didn't, or the government sold Anjay's interest. Just what we know is that we're going to release Sia back to Bhavesh Patel, okay? They're gonna release Sia as a whole back to Sia, okay? Bhavesh Patel had written as an agent of Sia.

The document that they filed, that Mr. Garrett filed, it lists Bhavesh Patel as the agent. So as far as we know, Bhavesh Patel did this as the agent for Sia. All we're asking for is to deny summary judgment, grant us time to conduct discovery. And then at that time, if we don't have any material facts that are different, then it's time to either dismiss John Doe or to dismiss the case as a whole. That's our position, Your Honor.

THE COURT: Well, let me ask this because I remember this case, I really do. Actually, I thought I heard more than one case, but maybe not. But let me ask this, Mr. Strickland, what did the federal government sell if they did not sell his forfeited interest?

MR. STRICKLAND: I think they sold -- they

basically what it said they were doing was selling all of this company back to Sia. It's not specifics, Your Honor. The order, if you look at the order it doesn't say specifically. It said it's selling these interests. The federal government is selling -- the federal government took over Sia as a whole, okay? The federal government then sold back to Sia.

THE COURT: I understand that, but they could only sell what had been given to them. They didn't get the other half, right?

MR. STRICKLAND: We don't know that. We thought -- now, according to everything I've seen, the federal government took the whole company, took both halves.

THE COURT: Well, what legal basis would they have to take the other half?

MR. STRICKLAND: Well, the basis was is that they basically were saying that they were taking the whole company because Mr. Patel was part of it. That's our, that's our -- they took all sorts of other things that Mr. Patel, that Anjay Patel had an interest in. They took other vehicles or other things that he had an interest in. But that doesn't necessarily mean that someone else didn't have an interest. Otherwise, they wouldn't have even advertised offering if someone else had an interest.

responded they had an interest. So I'm not sure they would -- if the government only were taking Anjay's half, they would only need to advertise that they were taking Anjay's half.

And it would seem to me that the agent for the corporation would have responded earlier to the two advertisements. Apparently he knew about it back in 2012. And if you look at the order it says in 2013 and '14, they made posts. The government advertised. That's part of it, they advertised that this corporation had been taken by the court -- by the government. Not half the corporation, the whole government, the whole corporation.

THE COURT: Okay. Well, I'll read everything and get some instructions out to you very shortly.

MR. STRICKLAND: Thank you, Your Honor.

THE COURT: Anything else from anyone?

MR. GARRETT: No, sir. Thank you, Your Honor.

MR. HENDERSON: Thank you, Your Honor.

THE COURT: All right. Thank you. Everybody be safe.

(Hearing concluded at 2:24 p.m.)

--- THIS ENDS REQUESTED TRANSCRIPT ---

COURT REPORTER CERTIFICATE

I, the undersigned Julie A. Cendroski, Court Reporter for the Seventh Judicial Circuit Court of the State of South Carolina, do hereby certify that to the best of my ability the foregoing is a true, accurate, and complete transcript of record of all the proceedings and evidence introduced in the hearing and/or trial of the captioned case, relative to appeal, in the Court of Common Pleas for Spartanburg County, South Carolina, on the 19th day of August, 2020.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

Julie A. Cendroski
Circuit Court Reporter
Seventh Judicial Circuit

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
	)	
ANJAY PATEL,	)	
	)	
Plaintiff,	)	**DEFENDANT BHAVESH PATEL'S AFFIDAVIT IN SUPPORT OF SUMMARY JUDGMENT**
	)	
v.	)	
	)	
BHAVESH PATEL and JOHN DOE,	)	C/A No. 2019-CP-42-04122
	)	
Defendants.	)	
	)	

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, BHAVESH PATEL, WHO AFTER BEING DULY SWORN, DEPOSES AND SAYS:

I'm at least 18 years old and competent to give this Affidavit based upon my personal knowledge. I'm a Defendant in this action.

The Plaintiff keeps filing the same lawsuit against me. Four (4) Circuit Court Judges have already ruled on these allegations, and the Plaintiff didn't ask the Judges to reconsider their rulings or appeal the rulings:

A. Order Granting Defendants' Motion for Summary Judgment in Spartanburg C/A No. 2016-CP-42-1276 signed by the Honorable R. Keith Kelly on June 22, 2017;

B. Order Granting Defendants' Motion for Summary Judgment in Spartanburg C/A No. 2016-CP-42-04449 signed by the Honorable Grace G. Knie on September 25, 2017;

BSP

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C. Order Granting Defendants' Motion for Summary Judgment in Greenville C/A No. 2016-CP-23-07347 signed by the Honorable Edward W. Miller on September 28, 2017; and

D. Order Granting Defendants' Motion for Summary Judgment in Saluda C/A No. 2016-CP-41-00273 signed by the Honorable Deandrea G. Benjamin on February 12, 2018.

Each of these Orders was filed as attachments to my Answer and Counterclaim.

After I became sole owner of Sia Investments, LLC (hereinafter "the LLC"), as declared by the Circuit Court in (4) four separate cases previously filed by the Plaintiff, I closed the LLC which had previously been co-owned by the Plaintiff before he forfeited his fifty percent (50%) interest in the LLC to the United States government (hereinafter "the government") by Second Final Order of Forfeiture dated June 25, 2014. This Order was filed as an attachment to my Answer and Counterclaim.

I purchased the Plaintiff's fifty percent (50%) interest in the LLC from the government and paid $136,000.00 to the government in exchange for the Plaintiff's interest in the LLC. Proof of payment was filed as an attachment to my Answer and Counterclaim. Upon owning one hundred percent (100%) of the LLC, I closed the LLC through lawful process, as the LLC had formally been associated with a felon, the Plaintiff. I wanted to completely disassociate myself from the Plaintiff.

My purchase agreement with the government never contemplated the Plaintiff having any continuing interest in the LLC. In fact, the Defendant Patel's plea agreement with the government strictly prohibited him from having any business dealings with me whatsoever. I

BSP

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didn't remove the Plaintiff from the LLC until I had paid full consideration to the government for the Plaintiff's fifty percent (50%) interest in the LLC. Only then did I lawfully close the LLC and cease to do business as Sia Investments, LLC. Upon information and belief, the Plaintiff was incarcerated when the government sold the Plaintiff's forfeited interest in the LCC to me for good and valuable consideration.

I don't know who the Defendant John Doe is. The Plaintiff has never disclosed this person's identity or served this lawsuit on this unknown person. Any third party didn't include the Plaintiff as the Plaintiff was already a party to the forfeiture proceedings. The forfeiture only applied to the fifty percent (50%) interest owned by the Plaintiff as I had no involvement with the Plaintiff's criminal activities. I bought the Plaintiff's fifty percent (50%) interest from the government, and thereafter the Plaintiff had no further interest in the LLC. I didn't buy my own fifty percent (50%) interest in the LCC from the government. I was under an Order to hold seized assets pending the outcome of the criminal case against the Plaintiff, and I did as I was instructed by the government. I didn't need a legal representative to wind up the affairs of the LLC, and I didn't use a lawyer for that purpose.

I don't understand how I could owe the Plaintiff anything. The Plaintiff forfeited his fifty percent (50%) interest in the LLC in exchange for money to be paid against the Plaintiff's $400,000.00 debt to the government. I bought the Plaintiff's interest in the LLC and paid the government in full for the Plaintiff's interest. It's frivolous to argue somehow that I have to pay twice for the same interest forfeited by the Plaintiff to the government, when the money I paid was credited against the Plaintiff's $400,000.00 debt to the government.

BSP

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The Plaintiff has no standing to assert any alleged breach of contract between the government and me. The government cashed my check, and as far as I know is satisfied with the reduction of the Plaintiff's $400,000.00 debt that was caused by my payment of $136,000.00 to purchase the Plaintiff's forfeited interest in the LLC.

The government did the accounting for the LLC and determined how much I had to pay the government to buy the Plaintiff's fifty percent (50%) interest in the LLC. I accounted in full to the government before the government could put a price certain on the Plaintiff's interest in the LLC. The government's accounting valued the Plaintiff's interest in the LLC at $136,000.00. I paid the government in full.

I believe that the Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action, is barred by the statute of limitations, was filed by someone with unclean hands, is barred by the doctrines of res judicata and collateral estoppel, and is frivolous.

FURTHER THE AFFIANT SAYETH NOT.

BHAVESH PATEL

SWORN TO AND SUBSCRIBED before me)
this 17th day of August, 2020.)
)
)
Notary Public for South Carolina)
My Commission Expires January 14, 2024

ANU MAHAJAN
NOTARY PUBLIC
COMM. EXP. 01-14-2024
SOUTH CAROLINA

ELECTRONICALLY FILED - 2020 Aug 18 9:08 AM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

ELECTRONICALLY FILED - 2020 Aug 18 12:13 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

ANJAY PATEL
Plaintiffs,

vs.

BHAVESH PATEL AND JOHN DOE

Defendant(s)

IN THE CIRCUIT COURT SEVENTH CIRCUIT

PLAINTIFF'S AFFIDAVIT

CASE NO.: 2019-CV-42-04122

PERSONALLY appeared before me the undersigned, ANJAY PATEL (Affiant), who being duly sworn deposes and says:

1. That I, Anjay Patel, am over 18 years of age, have personal knowledge of the facts herein set forth, and is duly authorized to make this Affidavit and is competent it testify to the matters herein contained.
2. That I was never made aware of my dissociation until on or about March 2017;
3. That I have never been paid for my interest or contributions in Sia Investments;
4. That on multiple occasions and documents, the Federal Government never took my interest in Sia Investments and in fact returned all of Sia's interests and properties back to Sia;
5. That there is no proof that Defendant paid the Federal Government personally but in fact made payment on behalf of Sia;
6. That after numerous demands for payment and justice the Defendant refused to pay me for my half of Sia;
7. That Defendant has made multiple statements regarding my interest in Sia, including but not limited to Federal Tax Returns (showing me as 50% owner), certified statements to the Federal Government and State Courts, where he made conflicting statements as to my ownership in Sia and when he dissociated me or attempted to without notice or right to be heard or equitable payment for my interest;

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8. That the prior case does not affect this case because I was seeking relief against Sia, which was dissolved and against which there could be no relief; whereas, this case is seeking payment for my interest following his dissociation.
9. That the forfeiture of Sia does not matter because in the forfeiture the government took all of Sia – no matter who owned it – and then sold all of it back.
10. That if Bhavesh dissociated me prior to the forfeiture, as he claims in his affidavit, he owed me for his interest at that point. If he did not dissociate me until after the forfeiture then I am entitled to payment for my interest from that time.
11. That the government notified Sia of its intent to forfeit the entity and Sia never made a claim to keep Sia. Assistant United States Attorney Sharon Burnham filed a second motion seeking Sia and included a draft order for the Court to sign.
12. That the order AUSA Burnham drafted did not grant a forfeiture of only my interest in SIA. Instead, the Order forfeited all of SIA to the government. The order states in pertinent part:

> [T]he United States is entitled to an order forfeiting other property of the defendant as a substitute for the unavailable property ordered forfeited. Accordingly, it is hereby ORDERED that the following property is hereby forfeited to the United States:
> The entity known as SIA Investments, LLC, and all assets, including, but not limited to, the following properties:
> l. 401 Town Center North, McCormick, SC 29835
> 2. 200 Hammett St., Greenville, SC 29609
> 3. 699 Arlington Rd/2207 Racing Rd, Greer, SC 29651
> 4. $12,648.69 in U.S. Currency

13. That the Order drafted by AUSA Burnham forfeited the entire entity known as SIA, all of SIA's real property plus assets owned by the entity, to the United States.
14. That SIA (through Bhavesh, its controlling member at the time) paid the government and the government deeded four parcels of real property to SIA by deed dated November 26, 2014.
15. That the government took all of Sia and not only my interest is a material fact.
16. That the government refused to allow Sia to continue as a business but if it were, as Bhavesh contends, they would have allowed him to operate.

17. That Defendant does not dispute that I was the owner of 50% of Sia prior to any expulsion or dissolution of the company, the only question is when the expulsion took place.

18. That Defendant transferred the assets of Sia to another entity that he owns and controls completely but never paid Sia for those assets.

19. That Defendant filed an affidavit alleging that he alone voted unanimously to expel me as a member of Sia without my right to be heard.

20. That in March of 2017, Defendant filed an affidavit stating he had dissociated me but never stated when that happen.

21. That no order exists that specifically states that my rights and equitable interest was sold or properly disposed of.

22. That questions of fact exist now, including: When did Bhavesh expel me from Sia? And what proof does Bhavesh have that he bought my half of Sia from the Government?

23. That Quantum Meruit dictates fairness and justice would provide me with my equitable interest in Sia.

24. Based on the foregoing Summary judgment is not appropriate.

AFFIANT SAYETH NOTHING FURTHER,

ANJAY PATEL

SWORN to before me this 18th
day of Aug 2020

_____(SEAL)
Notary Public for South Carolina
My Commission expires: 6/29

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ELECTRONICALLY FILED - 2017 Mar 21 10:26 AM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4201276

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
Anjay Patel,	)	
	)	
Plaintiff,	)	**AFFIDAVIT OF BHAVESH PATEL**
vs.	)	**IN SUPPORT OF MOTION FOR**
	)	**SUMMARY JUDGMENT**
Sia Investments, LLC, and Bhavesh Patel,	)	
	)	
Defendants.	)	Case No. 2016-CP-42-1276
	)	

Upon penalty of perjury, I, Bhavesh Patel, having been duly sworn, depose and say:

1. I am a resident and citizen of Greenville County, South Carolina.

2. I am over the age of eighteen (18) and am of sound mind to give this affidavit.

3. I have personal knowledge and am competent to swear to the facts set forth in this affidavit.

4. In 2009, Anjay Patel and I formed the company, Sia Investments, LLC, for the purpose of owning, operating, managing, and leasing real property and convenience stores. By 2011, Sia Investments, LLC owned interests in four properties, and was leasing them all to tenants and collecting rental income.

5. In November 2011, a federal grand jury indicted Anjay for conspiracy to traffic in contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, and money laundering. A federal magistrate judge issued a Protective Order on October 26, 2011, in the criminal action against Anjay. In the protective order, Anjay was restrained, prohibited, and enjoined from attempting or completing or causing any action or transaction that would affect the marketability, value, or availability of all assets, inventory, and property related to Sia Investments.

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6. As the protective order made it unlawful for me to carry on the company's business with Anjay, I unanimously voted to expel him as a member of the company.

7. Acting on behalf of Sia Investments, LLC, I entered into multiple agreements with the United States of America after the company had been seized. The agreements provided that I, and nobody else, could continue operating the business of Sia Investments, LLC, but such operation was subject to the supervision of and restrictions imposed by the federal government.

8. In February 2013, Anjay pled guilty to conspiracy to distribute contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, promotional money laundering, concealment money laundering, and engaging in monetary transactions involving more than $10,000 in criminal proceeds. Anjay was sentenced to eighty-four (84) months incarceration, two (2) years of supervised release, and ordered to forfeit substantial assets.

9. On August 29, 2013, the federal district court entered a Preliminary Order of Forfeiture as to certain assets. The court entered an Amended Order of Forfeiture on December 6, 2013. Pursuant to the orders of forfeiture, the following property was forfeited to the United States of America: the entity known as Sia Investments, LLC, and all assets, including (a) $12,648.69 in U.S. currency; (b) 401 N. Main Street, Saluda, SC 29318; (c) 401 Town Center North, McCormick, SC 29835; (d) 200 Hammett Street, Greenville, SC 29609; (e) 699 Arlington Road, Greer, SC 29651; and (f) 2207 Racing Road, Greer, SC 29651.

10. In May 2014, the United States of America and Sia Investments, LLC entered into a written settlement agreement. In accordance with the agreement, I personally remitted payment of $136,000.00 to the United States made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in Sia Investments, LLC and all of Sia's assets.

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11. On June 24, 2014, the U.S. District Court entered a Second Final Order of Forfeiture, wherein all right, title, and interest in the following described property was forfeited and title vested in the United States of America: (a) $12,648.69 in U.S. currency; (b) 401 N. Main Street, Saluda, SC 29318; (c) 401 Town Center North, McCormick, SC 29835; (d) 200 Hammett Street, Greenville, SC 29609; (e) 699 Arlington Road, Greer, SC 29651; and (f) 2207 Racing Road, Greer, SC 29651. However, pursuant to the terms of the aforementioned settlement agreement, the United States agreed to accept the settlement sum of $136,000.00 from me, on behalf of Sia Investments, LLC, for its forfeited interest in the assets set forth above.

12. In September of 2015, as its sole member, I transferred the assets of Sia Investments, LLC to another entity, dissolved the company, and filed Articles of Termination.

13. On April 8, 2016, Anjay filed the present case against me and Sia Investments, LLC, alleging the following causes of action: declaratory judgment, conversion, accounting, appointment of a receiver, constructive trust, and breach of fiduciary duty. Additionally, Anjay filed a motion to appoint a receiver.

14. On August 23, 2016, a hearing was held in front of the Honorable R. Keith Kelly on Anjay's motion to appointment a receiver. Judge Kelly denied the motion in an order issued on September 20, 2016, and further stated, "Plaintiff has no membership interest in Sia Investments, LLC and, therefore, has no right to the property which is the subject of the action and which is allegedly in the possession of the Defendants."

15. Based on the foregoing, I respectfully request an order dismissing Anjay's Complaint and all of the causes of action alleged therein.

The matters sworn herein are made from my personal knowledge, and I am competent to testify thereto. Further affiant sayeth not.

B. J. Patel
Bhavesh Patel

SWORN to and subscribed before me
this 30 day of March, 2017.

Sylvia R Hunt
Notary Public for South Carolina
My Commission Expires:_____

SYLVIA R HUNT
Notary Public - State of South Carolina
My Commission Expires February 13, 2025

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ELECTRONICALLY FILED - 2020 Aug 19 9:07 AM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122

AFFIDAVIT

Robert S. Hahn appeared before me, Megan N. Lawson, a Notary Public in the Commonwealth of Virginia, and made oath or affirmation as follows:

1. I, Robert Hahn, represented Bhavesh Patel in a civil forfeiture case in The 4th Circuit Federal District Court for the Western District of Virginia,
2. I, Robert Hahn, negotiated on Mr. Patel's behalf with the US Attorney. To the best of my knowledge Mr. Patel, followed the instructions/advice I relayed to him during the negotiation process with the US Attorney's Office,
3. The case was resolved by settlement,
4. The Settlement Agreement was for Mr. Patel to pay the government $136,000.00 to purchase his former business partner's share of the corporation from the United States Government; said payment was made to the best of my knowledge, and ownership was transferred to Mr. Patel.

[Signatures appear on following page]

Robert S. Hahn

5/25/17
Date

STATE OF VIRGINIA/COUNTY OF Rockingham:
Sworn before me,
This 25 day of May, 2017.

Megan N. Lawson
NOTARY PUBLIC

My Commission Expires: 01-31-21

Registration Number: 7547015

MEGAN N. LAWSON
COMMONWEALTH OF VIRGINIA
Expires 01-31-21
ID# 7547015
NOTARY PUBLIC

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ELECTRONICALLY FILED - 2020 Mar 09 1:39 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122
ELECTRONICALLY FILED - 2018 Feb 12 12:09 PM - SALUDA - COMMON PLEAS - CASE#2016CP4100273

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SALUDA	)	ELEVENTH JUDICIAL CIRCUIT
	)	
ANJAY PATEL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	**ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**
SIA INVESTMENTS, LLC and BHOLENATH INVESTMENTS, LLC,	)	
	)	C/A No. 2016-CP-41-273
	)	
Defendants.	)	
	)	

TRIAL JUDGE:	**HON. DEANDREA G. BENJAMIN**
COURT REPORTER:	**PAMELA E. GREEN**
PLAINTIFF'S ATTORNEY:	**PRO SE / NOT PRESENT**
DEFENDANT'S ATTORNEY:	**BILLY J. GARRETT, JR.**
DATE OF HEARING:	**MONDAY, FEBRUARY 12, 2018**

This matter came before the Court on a Motion for Summary Judgment filed by the Defendants pursuant to Rule 56 of the S.C. Rules of Civil Procedure. A hearing was held at 10:00 p.m. on Monday, February 12, 2018. Present at the hearing was Billy J. Garrett, Jr., attorney for the Defendants. The Plaintiff, who is incarcerated at the Federal Prison Camp in Edgefield, South Carolina, did not appear. The Plaintiff was not represented by an attorney.

For the reasons set forth herein below, the Court hereby grants the Defendants' motion.

STATEMENT OF FACTS

In 2009, Anjay Patel (hereinafter "Anjay") and Bhavesh Patel (hereinafter "Bhavesh") formed Sia Investments, LLC (hereinafter "Sia") for the purpose of owning, operating, managing, and leasing real property and convenience stores. By 2011, Sia owned interests in four (4) properties and was leasing them all to tenants and collecting rental income.

In 2011, a Federal Grand Jury indicted Anjay for conspiracy to traffic in contraband

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cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, and money laundering. A Federal Magistrate Judge issued a Protective Order on October 26, 2011, in the criminal action against Anjay. In the Protective Order, Anjay was restrained, prohibited, and enjoined from attempting or completing or causing any action or transaction that would affect the marketability, value, or availability of all assets, inventory, and property related to Sia.

Acting on behalf of Sia, Bhavesh entered into multiple agreements with the United States after Sia had been seized. The agreements provided that Bhavesh, and nobody else, could continue operating the business of Sia, but such operation was subject to the supervision of and restrictions imposed by the federal government.

In February 2013, Anjay pled guilty to conspiracy to distribute contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, promotional money laundering, concealment money laundering, and engaging in monetary transactions involving more than $10,000.00 in criminal proceeds. Anjay was sentenced to eighty-four (84) months incarceration, two (2) years of supervised release, and ordered to forfeit substantial assets.

On August 29, 2013, the Federal District Court entered a Preliminary Order of Forfeiture as to certain assets. The Court entered an Amended Order of Forfeiture on December 6, 2013. Pursuant to the Orders of Forfeiture, the following property was forfeited to the United States of America: the entity known as Sia Investments, LLC, and all assets, including (a) $12,648.69 in U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651.

In May 2014, the United States and Sia entered into a written Settlement Agreement. In

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accordance with the agreement, Bhavesh personally remitted payment of $136,000.00 to the United States made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in Sia and all of its assets.

On June 24, 2014, the U.S. District Court entered a Second Final Order of Forfeiture, wherein all right, title, and interest in the following described property was forfeited and title vested in the United States of America: (a) $12,648.69 in U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651. However, pursuant to the terms of the aforementioned settlement agreement, the United States agreed to accept the sum of $136,000.00 from Bhavesh for its forfeited interest in the assets set forth above.

In September 2015, Bhavesh, as the sole member of Sia, transferred the assets of Sia to the Defendant Bholenath Investments, LLC (hereinafter "Bholenath"), dissolved Sia, and filed Articles of Termination for Sia with the S.C. Secretary of State.

FIRST SPARTANBURG ACTION

On April 8, 2016, Anjay filed the first case against Sia and Bhavesh, alleging the following causes of action: Declaratory Judgment, Conversion, Accounting, Appointment of a Receiver, Constructive Trust, Breach of Fiduciary Duty, and Appoint a Receiver. The case number is Spartanburg C/A No. 2016-CP-42-1276.

On June 22, 2017, the Honorable R. Keith Kelly granted Summary Judgment in favor of Bhavesh and Sia and against Anjay in Spartanburg C/A No. 2016-CP-42-1276. Judge Kelly's Order was filed on June 26, 2017. Anjay was served with a copy of Judge Kelly's Order, and

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didn't appeal the Order or otherwise ask Judge Kelly to reconsider the Order. The aforesaid Order is the law of that case.

SECOND SPARTANBURG, FIRST GREENVILLE, AND FIRST SALUDA ACTIONS

On December 12, 2016, Anjay filed the present case, alleging the following causes of action: (1) quiet title and (2) alter ego. At or about the same time, Anjay also filed actions in the Spartanburg County Court of Common Pleas and the Greenville County Court of Common Pleas against the same Defendants and alleging the same causes of action. See Spartanburg C/A No. 2016-CP-42-4449 and Greenville C/A No. 2016-CP-23-07347. Circuit Judge Grace G. Knie granted summary judgment in favor of the Defendants in the Spartanburg case, and Circuit Judge Edward W. Miller granted summary judgment in favor of the Defendants in the Greenville case.

This action, as well as the second Spartanburg and first Greenville cases, involves the same Plaintiff (Anjay) and one common Defendant (Sia) as the first Spartanburg case. As opposed to Bhavesh, the Plaintiff added a new Defendant (Bholenath) to this action (and the second Spartanburg and first Greenville cases). Bholenath was the entity that Bhavesh formed at or about the time that Sia was closed and Articles of Termination filed with the S.C. Secretary of State. Bholenath is discussed in the Order granting Summary Judgment signed by Judge Kelly on June 22, 2017, in Spartanburg C/A No. 2016-CP-42-1276 (the first Spartanburg case) and is described as "another entity" on page 3 at paragraph 3.

The present action (and the second Spartanburg and first Greenville cases) alleges the following new causes of action: (1) quiet title and (2) alter ego. These causes of action would require Anjay to meet the same standing requirements as against Bhavesh and against Sia as set forth in the well-reasoned Order issued by Judge Kelly. In essence, Anjay forfeited all right, title,

and interest in Sia to the United States by the second Order of Forfeiture dated June 24, 2014, as set forth in the statement of undisputed facts.

STANDARD OF REVIEW

Summary judgment is appropriate only if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Glover v. County of Charleston, 361 S.C. 634 (2004). Since it is a drastic remedy, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. Helena Chemical v. Allianz Underwriters, 357 S.C. 631 (2004). Summary judgment is improper if the parties dispute the inferences to be drawn from the facts even if the facts themselves are not in dispute. CEL Prods., LLC v. Rozelle, 357 S.C. 125 (Ct. App. 2004). In determining whether summary judgment is proper, this Court must view all evidence in the light most favorable to the non-moving party. Silvester v. Spring Valley Country Club, 344 S.C. 280 (Ct. App. 2001). Importantly, in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Hutchinson v. Liberty Life Ins. Co., 393 S.C. 19, 24 (Ct. App. 2011).

DISCUSSION

At the motion hearing, Defendants' counsel asked the Court to take judicial notice of the entire clerk's file related to Spartanburg C/A No. 2016-CP-42-1276, and argued that Anjay lacked standing to bring any of the claims, including claims for quiet title or alter ego, contained in the Complaint in this case because he is not a member of Sia and, therefore, has no interest in the subject matter of the lawsuit. Moreover this action simply added two (2) new causes of action and another Defendant (Bholenath).

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It is well settled law in South Carolina that "[s]tanding is a fundamental requirement for instituting an action." Brock v. Brock, 313 S.C. 513,519,443 S.E.2d 409, 412 (Ct. App.1994). For a Plaintiff to possess standing, he must have suffered an injury-in-fact which is a concrete, particularized, and actual or imminent invasion of a legally protected interest. Sea Pines Ass'n for the Prot. of Wildlife v. S.C. Dep't of Natural Res., 345 S.C. 594, 600-01, 550 S.E.2d 287, 291-92 (2001). Once it is determined a Plaintiff has no standing to prosecute, the Court must dismiss the action. Brock, 443 S.E.2d at 413.

On August 23, 2016, a hearing was held on Anjay's Motion to Appointment a Receiver in Spartanburg C/A No. 2016-CP-42-1276. The Court denied the Motion in an Order issued on September 20, 2016. In the Order, the Court concluded that "Plaintiff has no membership interest in Sia Investments, LLC, and therefore, has no right to the property which is the subject of the action and which is allegedly in the possession of the Defendants." Anjay didn't appeal the Order denying appointment of a receiver.

Judge Kelly, in the June 22, 2017, Order, ruled that as "Anjay has no legally protected interest in the company at issue, the claims alleged against Sia and Bhavesh must be dismissed as matter of law because Anjay lacks standing to prosecute such claims." In conclusion, Judge Kelly held, "The Court hereby grants Defendants' Motion for Summary Judgment as there is no justifiable controversy presented in this case due to Anjay's lack of standing."

CONCLUSION

As to this case and for the same reasons set forth herein above, Anjay has no legally protected interest in the company at issue, and the claims against Sia and Bholenath for quiet title and alter ego must be dismissed as a matter of law. Anjay lacks standing to prosecute such

claims. The Court grants Defendants' Motion for Summary Judgment as there is no justiciable controversy presented in this case due to Anjay's lack of standing.

IT IS SO ORDERED.

HON. DEANDREA G. BENJAMIN
Presiding Circuit Court Judge
Eleventh Judicial Circuit

Saluda, South Carolina

February 12, 2018

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG	)	SEVENTH JUDICIAL CIRCUIT
Anjay Patel,	)	
	)	
Plaintiff,	)	**ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**
vs.	)	
	)	
Sia Investments, LLC and Bhavesh Patel,	)	Case No.: 2016-CP-42-1276
	)	
Defendants.	)	
	)	

This matter came before the Court on a Motion for Summary Judgment filed by Sia Investments, LLC and Bhavesh Patel ("Defendants") pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. A hearing was held on June 1, 2017 in front of the Honorable R. Keith Kelly. Present at the hearing was Mark A. Nowell and Richard W. Vieth, attorneys for Defendants. Anjay Patel ("Plaintiff") is currently incarcerated at Edgefield Federal Correctional Institution, and did not appear. Anjay was represented at the hearing by his Guardian ad Litem, Dhrupesh Patel.

For the reasons set forth hereinbelow, the Court hereby grants Defendants' motion.

STATEMENT OF FACTS

In 2009, Anjay Patel ("Anjay") and Bhavesh Patel ("Bhavesh") formed the company, Sia Investments, LLC ("Sia"), for the purpose of owning, operating, managing, and leasing real property and convenience stores. By 2011, Sia owned interests in four properties, and was leasing them all to tenants and collecting rental income.

In 2011, a federal grand jury indicted Anjay for conspiracy to traffic in contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, and money laundering. A federal magistrate judge issued a Protective Order on October 26, 2011, in

RECORD ON APPEAL PATEL088

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the criminal action against Anjay. In the protective order, Anjay was restrained, prohibited, and enjoined from attempting or completing or causing any action or transaction that would affect the marketability, value, or availability of all assets, inventory, and property related to Sia.

Acting on behalf of Sia, Bhavesh entered into multiple agreements with the United States after the company had been seized. The agreements provided that he, and nobody else, could continue operating the business of Sia, but such operation was subject to the supervision of and restrictions imposed by the federal government.

In February of 2013, Anjay pled guilty to conspiracy to distribute contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, promotional money laundering, concealment money laundering, and engaging in monetary transactions involving more than $10,000 in criminal proceeds. Anjay was sentenced to eighty-four (84) months incarceration, two (2) years of supervised release, and ordered to forfeit substantial assets.

On August 29, 2013, the federal district court entered a Preliminary Order of Forfeiture as to certain assets. The court entered an Amended Order of Forfeiture on December 6, 2013. Pursuant to the orders of forfeiture, the following property was forfeited to the United States of America: the entity known as Sia Investments, LLC, and all assets, including (a) $12,648.69 in U.S. currency; (b) 401 N. Main Street, Saluda, SC 29318; (c) 401 Town Center North, McCormick, SC 29835; (d) 200 Hammett Street, Greenville, SC 29609; (e) 699 Arlington Road, Greer, SC 29651; and (f) 2207 Racing Road, Greer, SC 29651.

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In May of 2014, the United States of America and Sia entered into a written settlement agreement. In accordance with the agreement, Bhavesh personally remitted payment of $136,000.00 to the United States made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in Sia and all of its assets.

On June 24, 2014, the U.S. District Court entered a Second Final Order of Forfeiture, wherein all right, title, and interest in the following described property was forfeited and title vested in the United States of America: (a) $12,648.69 in U.S. currency; (b) 401 N. Main Street, Saluda, SC 29318; (c) 401 Town Center North, McCormick, SC 29835; (d) 200 Hammett Street, Greenville, SC 29609; (e) 699 Arlington Road, Greer, SC 29651; and (f) 2207 Racing Road, Greer, SC 29651. However, pursuant to the terms of the aforementioned settlement agreement, the United States agreed to accept the sum of $136,000.00 from Bhavesh for its forfeited interest in the assets set forth above.

In September of 2015, as its sole member, Bhavesh transferred the assets of Sia to another entity, dissolved the company, and filed Articles of Termination.

On April 8, 2016, Anjay filed the present case against Sia and Bhavesh, alleging the following causes of action: declaratory judgment, conversion, accounting, appointment of a receiver, constructive trust, and breach of fiduciary duty. Anjay also filed a motion to appoint a receiver.

STANDARD OF REVIEW

Summary judgment is appropriate only if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Glover v. County of Charleston, 361 S.C. 634 (2004). Since it is a drastic remedy, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. Helena

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Chemical v. Allianz Underwriters, 357 S.C. 631 (2004). Summary judgment is improper if the parties dispute the inferences to be drawn from the facts even if the facts themselves are not in dispute. CEL Prods., LLC v. Rozelle, 357 S.C. 125 (Ct. App. 2004). In determining whether summary judgment is proper, this court must view all evidence in the light most favorable to the non-moving party. Silvester v. Spring Valley Country Club, 344 S.C. 280 (Ct. App. 2001). Importantly, in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Hutchinson v. Liberty Life Ins. Co., 393 S.C. 19, 24 (Ct. App. 2011).

DISCUSSION

At the motion hearing, Defendants' counsel argued that Anjay lacked standing to bring any of the claims contained in his complaint because he is not a member of Sia and, therefore, has no interest in the subject matter of the lawsuit. This Court agrees.

It is well settled law in South Carolina that "[s]tanding is a fundamental requirement for instituting an action." Brock v. Bennett, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct. App. 1994). For a plaintiff to possess standing, he must have suffered an injury-in-fact which is a concrete, particularized, and actual or imminent invasion of a legally protected interest. Sea Pines Ass'n for the Prot. of Wildlife v. S.C. Dep't of Natural Res., 345 S.C. 594, 600–01, 550 S.E.2d 287, 291–92 (2001). Once it is determined a plaintiff has no standing to prosecute, the court must dismiss the action. Brock, 443 S.E.2d at 413.

On August 23, 2016, a hearing was held on Anjay's motion to appointment a receiver. The Court denied the motion in an Order issued on September 20, 2016. In the Order, the Court concluded that "Plaintiff has no membership interest in Sia Investments, LLC and, therefore, has

RECORD ON APPEAL PATEL091

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no right to the property which is the subject of the action and which is allegedly in the possession of the Defendants."

Since this Court previously ruled that Anjay has no legally protected interest in the company at issue, the claims alleged against Sia and Bhavesh must be dismissed as a matter of law because Anjay lacks standing to prosecute said claims.

CONCLUSION

The Court hereby grants Defendants' motion for summary judgment as there is no justiciable controversy presented in this case due to Anjay's lack of standing.

IT IS SO ORDERED.

_____
HONORABLE R. KEITH KELLY
Seventh Judicial Circuit

_____, 2017
Spartanburg, SC

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Spartanburg Common Pleas

Case Caption: Anjay Patel #16285 084 VS Sia Investments Llc , defendant, et al

Case Number: 2016CP4201276

Type: Order/Summary Judgment

It is so Ordered.

s/ R. Keith Kelly - 2165

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ELECTRONICALLY FILED - 2017 Sep 25 3:14 PM - SPARTANBURG - COMMON PLEAS - CASE#2016CP4204449

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG ANJAY PATEL, Plaintiff, v. SIA INVESTMENT, LLC AND BHOLENATH INVESTMENTS, LLC, Defendants.	)	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT **ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** C/A No. 2016-CP-42-4449

TRIAL JUDGE:	**HON. GRACE G. KNIE**
COURT REPORTER:	**MICHAEL R. WATTS**
PLAINTIFF'S ATTORNEY:	**PRO SE / NOT PRESENT**
DEFENDANT'S ATTORNEY:	**BILLY J. GARRETT, JR.**
DATE OF HEARING:	**THURSDAY, SEPTEMBER 14, 2017**

This matter came before the Court on a Motion for Summary Judgment filed by the Defendants pursuant to Rule 56 of the S.C. Rules of Civil Procedure. A hearing was held at 2:30 p.m. on Thursday, September 14, 2017. Present at the hearing was Billy J. Garrett, Jr., attorney for the Defendants. The Plaintiff, who is incarcerated at the Federal Prison Camp in Edgefield, South Carolina, did not appear. The Plaintiff was not represented by an attorney.

For the reasons set forth herein below, the Court hereby grants the Defendants' motion.

STATEMENT OF FACTS

In 2009, Anjay Patel (hereinafter "Anjay") and Bhavesh Patel (hereinafter "Bhavesh") formed Sia Investments, LLC (hereinafter "Sia") for the purpose of owning, operating, managing, and leasing real property and convenience stores. By 2011, Sia owned interests in four (4) properties and was leasing them all to tenants and collecting rental income.

In 2011, a Federal Grand Jury indicted Anjay for conspiracy to traffic in contraband

RECORD ON APPEAL PATEL094

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cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, and money laundering. A Federal Magistrate Judge issued a Protective Order on October 26, 2011, in the criminal action against Anjay. In the Protective Order, Anjay was restrained, prohibited, and enjoined from attempting or completing or causing any action or transaction that would affect the marketability, value, or availability of all assets, inventory, and property related to Sia.

Acting on behalf of Sia, Bhavesh entered into multiple agreements with the United States after Sia had been seized. The agreements provided that Bhavesh, and nobody else, could continue operating the business of Sia, but such operation was subject to the supervision of and restrictions imposed by the federal government.

In February 2013, Anjay pled guilty to conspiracy to distribute contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, promotional money laundering, concealment money laundering, and engaging in monetary transactions involving more than $10,000.00 in criminal proceeds. Anjay was sentenced to eighty-four (84) months incarceration, two (2) years of supervised release, and ordered to forfeit substantial assets.

On August 29, 2013, the Federal District Court entered a Preliminary Order of Forfeiture as to certain assets. The Court entered an Amended Order of Forfeiture on December 6, 2013. Pursuant to the Orders of Forfeiture, the following property was forfeited to the United States of America: the entity known as Sia Investments, LLC, and all assets, including (a) $12,648.69 in U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651.

In May 2014, the United States and Sia entered into a written Settlement Agreement. In accordance with the agreement, Bhavesh personally remitted payment of $136,000.00 to the

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United States made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in Sia and all of its assets.

On June 24, 2014, the U.S. District Court entered a Second Final Order of Forfeiture, wherein all right, title, and interest in the following described property was forfeited and title vested in the United States of America: (a) $12,648.69 in U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651. However, pursuant to the terms of the aforementioned settlement agreement, the United States agreed to accept the sum of $136,000.00 from Bhavesh for its forfeited interest in the assets set forth above.

In September 2015, Bhavesh, as the sole member of Sia, transferred the assets of Sia to the Defendant Bholenath Investments, LLC (hereinafter "Bholenath"), dissolved Sia, and filed Articles of Termination for Sia with the S.C. Secretary of State.

FIRST ACTION

On April 8, 2016, Anjay filed the first case against Sia and Bhavesh, alleging the following causes of action: Declaratory Judgment, Conversion, Accounting, Appointment of a Receiver, Constructive Trust, Breach of Fiduciary Duty, and Appoint a Receiver. The case number is Spartanburg C/A No. 2016-CP-42-1276.

On June 22, 2017, the Honorable R. Keith Kelly granted Summary Judgment in favor of Bhavesh and Sia and against Anjay in Spartanburg C/A No. 2016-CP-42-1276. Judge Kelly's Order was filed on June 26, 2017. Anjay was served with a copy of Judge Kelly's Order, and didn't appeal the Order or otherwise ask Judge Kelly to reconsider the Order. The aforesaid Order is the law of that case.

SECOND ACTION

On December 12, 2016, Anjay filed the present case, alleging the following causes of action: (1) quiet title and (2) alter ego.

This action involves the same Plaintiff (Anjay) and one common Defendant (Sia). As opposed to Bhavesh, the Plaintiff added a new Defendant (Bholenath) to this action. Bholenath was the entity that Bhavesh formed at or about the time that Sia was closed and Articles of Termination filed with the S.C. Secretary of State. Bholenath is discussed in the Order granting Summary Judgment signed by Judge Kelly on June 22, 2017, in Spartanburg C/A No. 2016-CP-42-1276 and is described as "another entity" on page 3 at paragraph 3.

The present action alleges the following new causes of action: (1) quiet title and (2) alter ego. These causes of action would require Anjay to meet the same standing requirements as against Bhavesh and against Sia as set forth in the well-reasoned Order issued by Judge Kelly. In essence, Anjay forfeited all right, title, and interest in Sia to the United States by the second Order of Forfeiture dated June 24, 2014, as set forth in the Statement of Facts.

STANDARD OF REVIEW

Summary judgment is appropriate only if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Baughman v. American Tel. and Tel. Co., 306 S.C. 101 (1991). Since it is a drastic remedy, summary judgment should be cautiously invoked to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. Id. Summary judgment is improper if the parties dispute the inferences to be drawn from the facts even if the facts themselves are not in dispute. CEL Prods., LLC v. Rozelle, 357 S.C. 125 (Ct. App. 2004). In determining whether summary judgment is proper, this Court must view all evidence in the light most favorable to the non-moving party. Silvester v. Spring Valley Country Club, 344 S.C. 280 (Ct. App. 2001). Importantly, in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of

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evidence in order to withstand a motion for summary judgment. Hancock v. Mid-South Management Co., Inc., 381 S.C. 326, 330 (2009).

DISCUSSION

At the motion hearing, Defendants' counsel asked the Court to take judicial notice of the entire clerk's file related to C/A No. 2016-CP-42-1276, and argued that Anjay lacked standing to bring any of the claims, including claims for quiet title or alter ego, contained in the Complaint in this case because he is not a member of Sia and, therefore, has no interest in the subject matter of the lawsuit. Moreover this action simply added two (2) new causes of action and another Defendant (Bholenath).

It is well settled law in South Carolina that "[s]tanding is a fundamental requirement for instituting an action." Brock v. Brock, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct. App. 1994). For a Plaintiff to possess standing, he must have suffered an injury-in-fact which is a concrete, particularized, and actual or imminent invasion of a legally protected interest. Sea Pines Ass'n for the Prot. of Wildlife v. S.C. Dep't of Natural Res., 345 S.C. 594, 600-01, 550 S.E.2d 287, 291-92 (2001). Once it is determined a Plaintiff has no standing to prosecute, the Court must dismiss the action. Brock, 443 S.E.2d at 413.

On August 23, 2016, a hearing was held on Anjay's Motion to Appointment a Receiver in C/A No. 2016-CP-42-1276. The Court denied the Motion in an Order issued on September 20, 2016. In the Order, the Court concluded that "Plaintiff has no membership interest in Sia Investments, LLC, and therefore, has no right to the property which is the subject of the action and which is allegedly in the possession of the Defendants." Anjay didn't appeal the Order denying appointment of a receiver.

Judge Kelly, in the June 22, 2017, Order, ruled that as "Anjay has no legally protected interest in the company at issue, the claims alleged against Sia and Bhavesh must be dismissed as

matter of law because Anjay lacks standing to prosecute such claims." In conclusion, Judge Kelly held, "The Court hereby grants Defendants' Motion for Summary Judgment as there is no justifiable controversy presented in this case due to Anjay's lack of standing."

CONCLUSION

As to this second case and for the same reasons set forth herein above, Anjay has no legally protected interest in the company at issue, and the claims against Sia and Bholenath for quiet title and alter ego must be dismissed as a matter of law. Anjay lacks standing to prosecute such claims. The Court grants Defendants' Motion for Summary Judgment as there is no justiciable controversy presented in this case due to Anjay's lack of standing.

IT IS SO ORDERED.

HONORABLE GRACE G. KNIE
Presiding Circuit Court Judge
Seventh Judicial Circuit

Spartanburg, South Carolina
September 25, 2017

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ELECTRONICALLY FILED - 2020 Mar 09 1:39 PM - SPARTANBURG - COMMON PLEAS - CASE#2019CP4204122
ELECTRONICALLY FILED - 2017 Sep 28 10:18 AM - GREENVILLE - COMMON PLEAS - CASE#2016CP2307347

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
ANJAY PATEL,	)	
	)	
Plaintiff,	)	**ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**
	)	
v.	)	C/A No. 2016-CP-23-07347
	)	
SIA INVESTMENT, LLC AND BHOLENATH INVESTMENTS, LLC,	)	
	)	
Defendants.	)	
	)	

TRIAL JUDGE: **HON. EDWARD W. MILLER**
COURT REPORTER: **APRIL P. HERRON**
PLAINTIFF'S ATTORNEY: **PRO SE / NOT PRESENT**
DEFENDANT'S ATTORNEY: **BILLY J. GARRETT, JR.**
DATE OF HEARING: **MONDAY, SEPTEMBER 25, 2017**

This matter came before the Court on a Motion for Summary Judgment filed by the Defendants pursuant to Rule 56 of the S.C. Rules of Civil Procedure. A hearing was held at 10:00 a.m. on Monday, September 25, 2017. Present at the hearing was Billy J. Garrett, Jr., attorney for the Defendants. The Plaintiff, who is incarcerated at the Federal Prison Camp in Edgefield, South Carolina, did not appear. The Plaintiff was not represented by an attorney.

For the reasons set forth herein below, the Court hereby grants the Defendants' motion.

STATEMENT OF FACTS

In 2009, Anjay Patel (hereinafter "Anjay") and Bhavesh Patel (hereinafter "Bhavesh") formed Sia Investments, LLC (hereinafter "Sia") for the purpose of owning, operating, managing, and leasing real property and convenience stores. By 2011, Sia owned interests in four (4) properties and was leasing them all to tenants and collecting rental income.

In 2011, a Federal Grand Jury indicted Anjay for conspiracy to traffic in contraband

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cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, and money laundering. A Federal Magistrate Judge issued a Protective Order on October 26, 2011, in the criminal action against Anjay. In the Protective Order, Anjay was restrained, prohibited, and enjoined from attempting or completing or causing any action or transaction that would affect the marketability, value, or availability of all assets, inventory, and property related to Sia.

Acting on behalf of Sia, Bhavesh entered into multiple agreements with the United States after Sia had been seized. The agreements provided that Bhavesh, and nobody else, could continue operating the business of Sia, but such operation was subject to the supervision of and restrictions imposed by the federal government.

In February 2013, Anjay pled guilty to conspiracy to distribute contraband cigarettes, conspiracy to commit money laundering, trafficking in contraband cigarettes, promotional money laundering, concealment money laundering, and engaging in monetary transactions involving more than $10,000.00 in criminal proceeds. Anjay was sentenced to eighty-four (84) months incarceration, two (2) years of supervised release, and ordered to forfeit substantial assets.

On August 29, 2013, the Federal District Court entered a Preliminary Order of Forfeiture as to certain assets. The Court entered an Amended Order of Forfeiture on December 6, 2013. Pursuant to the Orders of Forfeiture, the following property was forfeited to the United States of America: the entity known as Sia Investments, LLC, and all assets, including (a) $12,648.69 in U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651.

In May 2014, the United States and Sia entered into a written Settlement Agreement. In accordance with the agreement, Bhavesh personally remitted payment of $136,000.00 to the

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United States made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in Sia and all of its assets.

On June 24, 2014, the U.S. District Court entered a Second Final Order of Forfeiture, wherein all right, title, and interest in the following described property was forfeited and title vested in the United States of America: (a) $12,648.69 in U.S. currency; (b) 401 North Main Street, Saluda, S.C. 29318; (c) 401 Town Center North, McCormick, S.C. 29835; (d) 200 Hammett Street, Greenville, S.C. 29609; (e) 699 Arlington Road, Greer, S.C. 29651; and (f) 2207 Racing Road, Greer, S.C. 29651. However, pursuant to the terms of the aforementioned settlement agreement, the United States agreed to accept the sum of $136,000.00 from Bhavesh for its forfeited interest in the assets set forth above.

In September 2015, Bhavesh, as the sole member of Sia, transferred the assets of Sia to the Defendant Bholenath Investments, LLC (hereinafter "Bholenath"), dissolved Sia, and filed Articles of Termination for Sia with the S.C. Secretary of State.

FIRST ACTION (SPARTANBURG)

On April 8, 2016, Anjay filed the first case against Sia and Bhavesh, in the Spartanburg County Court of Common Pleas, alleging the following causes of action: Declaratory Judgment, Conversion, Accounting, Appointment of a Receiver, Constructive Trust, and Breach of Fiduciary Duty. The case number is Spartanburg C/A No. 2016-CP-42-1276.

On June 22, 2017, the Honorable R. Keith Kelly granted Summary Judgment in favor of Bhavesh and Sia and against Anjay in Spartanburg C/A No. 2016-CP-42-1276. Judge Kelly's Order was filed on June 26, 2017. Anjay was served with a copy of Judge Kelly's Order, and didn't appeal the Order or otherwise ask Judge Kelly to reconsider the Order. The aforesaid Order is the law of that case.

SECOND (SPARTANBURG) AND THIRD (GREENVILLE) ACTIONS

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On December 12, 2016, Anjay filed the present case, alleging the following causes of action: (1) quiet title and (2) alter ego. At or about the same time, Anjay also filed a second action in the Spartanburg County Court of Common Pleas against the same Defendants and alleging the same causes of action. See Spartanburg C/A No. 2016-CP-42-4449. Circuit Judge Grace G. Knie has granted summary judgment in favor of the Defendants in the second Spartanburg case.

This action, as well as the second Spartanburg case, involves the same Plaintiff (Anjay) and one common Defendant (Sia) as the first Spartanburg case. As opposed to Bhavesh, the Plaintiff added a new Defendant (Bholenath) to this action (and the second Spartanburg case). Bholenath was the entity that Bhavesh formed at or about the time that Sia was closed and Articles of Termination filed with the S.C. Secretary of State. Bholenath is discussed in the Order granting Summary Judgment signed by Judge Kelly on June 22, 2017, in Spartanburg C/A No. 2016-CP-42-1276 (the first Spartanburg case) and is described as "another entity" on page 3 at paragraph 3.

The present action (and the second Spartanburg case) alleges the following new causes of action: (1) quiet title and (2) alter ego. These causes of action would require Anjay to meet the same standing requirements as against Bhavesh and against Sia as set forth in the well-reasoned Order issued by Judge Kelly. In essence, Anjay forfeited all right, title, and interest in Sia to the United States by the second Order of Forfeiture dated June 24, 2014, as set forth in the statement of undisputed facts.

STANDARD OF REVIEW

Summary judgment is appropriate only if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Glover v. County of Charleston, 361 S.C. 634 (2004). Since it is a drastic remedy, summary judgment should be cautiously invoked

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to ensure that a litigant is not improperly deprived of a trial on disputed factual issues. Helena Chemical v. Allianz Underwriters, 357 S.C. 631 (2004). Summary judgment is improper if the parties dispute the inferences to be drawn from the facts even if the facts themselves are not in dispute. CEL Prods., LLC v. Rozelle, 357 S.C. 125 (Ct. App. 2004). In determining whether summary judgment is proper, this Court must view all evidence in the light most favorable to the non-moving party. Silvester v. Spring Valley Country Club, 344 S.C. 280 (Ct. App. 2001). Importantly, in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Hutchinson v. Liberty Life Ins. Co., 393 S.C. 19, 24 (Ct. App. 2011).

DISCUSSION

At the motion hearing, Defendants' counsel asked the Court to take judicial notice of the entire clerk's files related to Spartanburg C/A No. 2016-CP-42-1276 and Spartanburg C/A No. 2016-CP-42-4449, and argued that Anjay lacked standing to bring any of the claims, including claims for quiet title or alter ego, contained in the Complaint in this case because he is not a member of Sia and, therefore, has no interest in the subject matter of the lawsuit. Moreover, this action simply added two (2) new causes of action and another Defendant (Bholenath).

It is well settled law in South Carolina that "[s]tanding is a fundamental requirement for instituting an action." Brock v. Brock, 313 S.C. 513,519,443 S.E.2d 409, 412 (Ct. App.1994). For a Plaintiff to possess standing, he must have suffered an injury-in-fact which is a concrete, particularized, and actual or imminent invasion of a legally protected interest. Sea Pines Ass'n for the Prot. of Wildlife v. S.C. Dep't of Natural Res., 345 S.C. 594, 600-01, 550 S.E.2d 287, 291-92 (2001). Once it is determined a Plaintiff has no standing to prosecute, the Court must dismiss the action. Brock, 443 S.E.2d at 413.

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On August 23, 2016, a hearing was held on Anjay's Motion to Appoint a Receiver in Spartanburg C/A No. 2016-CP-42-1276. The Court denied the Motion in an Order issued on September 20, 2016. In the Order, the Court concluded that "Plaintiff has no membership interest in Sia Investments, LLC, and therefore, has no right to the property which is the subject of the action and which is allegedly in the possession of the Defendants." Anjay didn't appeal the Order denying appointment of a receiver.

Judge Kelly, in the June 22, 2017, Order, ruled that as "Anjay has no legally protected interest in the company at issue, the claims alleged against Sia and Bhavesh must be dismissed as matter of law because Anjay lacks standing to prosecute such claims." In conclusion, Judge Kelly held, "The Court hereby grants Defendants' Motion for Summary Judgment as there is no justifiable controversy presented in this case due to Anjay's lack of standing." Judge Knie adopted Judge Kelly's reasoning in her Order.

CONCLUSION

As to this third case and for the same reasons set forth herein above, Anjay has no legally protected interest in the company at issue, and the claims against Sia and Bholenath for quiet title and alter ego must be dismissed as a matter of law. Anjay lacks standing to prosecute such claims. The Court grants Defendants' Motion for Summary Judgment as there is no justiciable controversy presented in this case due to Anjay's lack of standing.

IT IS SO ORDERED.

Signature Page to Follow

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Greenville Common Pleas

Case Caption: Anjay Patel vs. SIA Investments LLC , defendant, et al

Case Number: 2016CP2307347

Type: Order/Summary Judgment

So Ordered

s/ Edward W. Miller

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	5:11CR00031
	)	
Anjay Patel et al	)	
	)	
Defendant.	)	

DECLARATION OF PUBLICATION

In accordance with 21 U.S.C. § 853(n)(1) and Rule 32.2(b)(6)(C) of the Federal Rules of Criminal Procedure, notice of the forfeiture was posted on an official government internet site (www.forfeiture.gov) for at least 30 consecutive days, beginning on November 14, 2013 and ending on December 13, 2013. (See, Attachment 1).

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 19, 2014 at Roanoke, VA.

Jerri B. Jackson
FSA Paralegal

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA, HARRISONBURG DIVISION
COURT CASE NUMBER: 5:11CR00031; NOTICE OF FORFEITURE

Notice is hereby given that on August 29, 2013, in the case of U.S. v. Anjay Patel et al, Court Case Number 5:11CR00031, the United States District Court for the Western District of Virginia entered an Order condemning and forfeiting the following property to the United States of America:

2005 Toyota Highlander SUV VIN: JTEEP21A0500097420 VIN# JTEEP21A050097420 (12-ATF-001240) which was seized from Sheena Emmanuel on November 02, 2011 at 658 Mosswood Lane, located in Spantanburg, SC

2009 BMW M3 Passenger VIN: WBSWD93549PY43531 VIN# WBSWD93549PY43531 (12-ATF-001241) which was seized from Sheena Emmanuel on November 02, 2011 at 658 Mosswood Lane, located in Spantanburg, SC

2000 Dodge Caravan Van VIN:2B4GP2537YR856029 VIN# 2B4GP2537YR856029 (12-ATF-001249) which was seized from Distributors of Clemson Consolidated on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

2006 Chevy Express Van VIN:1GCFG15XX61213770 VIN# 1GCFG15XX61213770 (12-ATF-001251) which was seized from Distributors of Clemson Consolidated on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

2005 Suzuki VZ8005k Motorcycle VIN:JS1VS56A252101964 VIN# JS1VS56A252101964 (12-ATF-001254) which was seized from Anjay Patel on November 02, 2011 at 401 Black Oak Court, located in Spartanburg, SC

1999 Chevrolet 3500 Van VIN:1GBHC34R5XF081934 VIN# 1GBHC34R5XF081934 (12-ATF-001260) which was seized from Anjay Patel on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

2004 Chevrolet CG33503 Express Van VIN: 1GBHG31U941110261 VIN# 1GBHG31U941110261 (12-ATF-001261) which was seized from Distributors LLC Consolidated on November 02, 2011 at 105 Metro Dr., located in Anderson, SC

2006 Chevrolet Express Van VIN:1GCFG15X861200628 VIN# 1GCFG15X861200628 (12-ATF-001263) which was seized from Anjay Patel on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

2008 Audi R8 Passenger VIN: WUAAU34268N006098 VIN# WUAAU34268N006098 (12-ATF-001270) which was seized from Anjay Patel on November 02, 2011 at 401 Black Oak Court, located in Spartanburg, SC

2011 BMW M3 Passenger VIN: WBSKG9C57BE796924 VIN# WBSKG9C57BE796924 (12-ATF-001274) which was seized from Anjay Patel on November 02, 2011 at 401 Black Oak Court, located in Spartanburg, SC

2004 GMC Savana Cutaway Van VIN:1GDJG31U941912544 VIN# 1GDJG31U941912544 (12-ATF-001861) which was seized from Anjay Patel on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

2005 Chevrolet Express G2500 Van VIN: 1GCGG25V451258632 VIN# 1GCGG25V451258632 (12-ATF-001867) which was seized from Distributors of Clemson Consolidated on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

1999 Chevrolet C3500 Truck VIN:1GBHC34R1XF083227 VIN# 1GBHC34R1XF083227 (12-ATF-001868) which was seized from Anjay Patel on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

2008 Suzuki QuadRacer R450 ATV VIN: JSAAL43A882103474 VIN# JSAAL43A882103474 (12-ATF-001872) which was seized from Preston McCurley on November 02, 2011 at 514 Milford Road, located in Townville, SC

2011 Honda Rancher ES. TRX420FE ATV VIN: Unknown VIN# Unknown (12-ATF-001873) which was seized from Preston McCurley on November 02, 2011 at 514 Milford Road, located in Townville, SC

2000 Kawasaki ZXI1100 Jetski w/ Trailor VIN:KAW30829K900 (12-ATF-001875) which was seized from Preston McCurley on November 02, 2011 at 514 Milford Road, located in Townville, SC

2004 FRHT Med Conv FL70 Freightliner VIN:1FVABTAK14HM41339 VIN# 1FVABTAK14HM41339 (12-ATF-001940) which was seized from Distributors of Clemson Consolidated on November 02, 2011 at 105 Metro Dr, located in Anderson, SC

2005 Chevrolet Avalanche SUV VIN:3GNEC12Z35G120089 VIN# 3GNEC12Z35G120089 (12-ATF-001941) which was seized from Boss Ramsey on November 02, 2011 at 125 Carolina Orchard Road, located in Cowpens, SC

Ikepaod Megapode Watch No Serial Number Ser No: No Serial Number (12-ATF-002718) which was seized from Joseph Emmanuel on November 02, 2011 at 8 Groveview TRL, located in Mauldin, SC

Misc. Jewelry (12-ATF-003514) which was seized from Purvinkumar Patel on November 02, 2011 at 658 Mosswood LN, located in Spartanburg, SC

Ivory Tusk (12-ATF-004673) which was seized from Anjay Patel on November 02, 2011 at 401 Black Oak Court, located in Spartanburg, SC

1.5 CT Loose Diamond Clear Stone From Bedroom E (12-ATF-004823) which was seized from Joseph Emmanuel on November 02, 2011 at 8 Groveview TRL, located in Mauldin, SC

Assorted Rolled US Coins (12-ATF-004824) which was seized from Boss Ramsey on November 02, 2011 at 125 Carolina Orchard Road, located in Cowpens, SC

Diamond Fashion Ladies Bracelet (12-ATF-004825) which was seized from Viresh Patel on November 02, 2011 at 287 W Kilarney Lake, located in Moore, SC

Other, Small burgundy velvet bag containing (8) one ounce gold bars encased in cellophane. (12-ATF-009253) which was seized from Purvinkumar Patel on January 26, 2012 at Unknown, located in Spartanburg, SC

Real property at 5630 Hwy 76, Sandy Springs, SC 29677 (12-ATF-022570)

Real property 317 Blue Water Way, West Union, SC 29642 (12-ATF-022577)

Real property at 401 N. Main Street, Saluda, SC 29307 (12-ATF-022579)

Real property at 905 S. Cashua Dr., Florence, SC 29501 (12-ATF-022581)

Real Property: 111 Metro Drive, Anderson, SC 29625 (12-ATF-022582)

Real property at 730 West Main Street, Clinton, SC (12-ATF-022584)

Real property at 102 Goforth Rd., Kings Mtn., NC (12-ATF-022591)

Real property at 287 W. Killarney Lk., Moore, SC 29369 (12-ATF-022596)

Real property at 658 Mosswood Ln., Spartansburg, SC (12-ATF-022602)

Real property at 149 Hetty Hill St., Gaffney, SC 29340 (12-ATF-022604)

Real property at 167 Hetty Hill St., Gaffney, SC 29340 (12-ATF-022606)

Real property at 106 Topaz Lane, Gaffney, SC 29341 (12-ATF-022609)

Real property at Corner of 2nd and 3rd Street, Gaffney, SC (12-ATF-022610)

Real property at 694 N. Washington Street, Rutherford, NC (12-ATF-022613)

Real property at 604 Church Street, Conway, SC (12-ATF-022615)

3507 Hwy 246 S, Ninety Six, Greenwood, SC 29666-9087 (12-ATF-022619)

Real Property: 204 McArthur ST., Woodroff, SC 29388 (12-ATF-022630)

Real Property: 4545 Augusta RD., Greenville, SC 29605 (12-ATF-022633)

Real Property: 8 Groveview TRL, Mauldin, SC 29662 (12-ATF-022636) Parcel # Lot 104

Real Property: 10901 Front Beach RD. # 304, Panama City Beach, FL 32407 (12-ATF-022640) Parcel # 34881-575-018

Real Property: Motor Lodge 1240 Chester HWY, York, SC 29745 (12-ATF-022643)

Real Property: 1224 Emerald RD, Greenwood, SC 29646 (12-ATF-022661)

2010 Dodge 1500 utility VIN:1D7RV1CT2BS530608 VIN# 1D7RV1CT2BS530608 (13-ATF-013604) which was seized from Anjay Patel on November 09, 2012 at unknown, located in Edinburg, VA

2010 Toyota FJ Utility VIN:JTEBU4BF6AK090228 VIN# JTEBU4BF6AK090228 (13-ATF-013606) which was seized from Anjay Patel on November 09, 2012 at unknown, located in Edinburg, VA

The United States hereby gives notice of its intent to dispose of the forfeited property in such manner as the United States Attorney General may direct. Any person, other than the defendant(s) in this case, claiming interest in the forfeited property must file a Petition within 60 days of the first date of publication (November 14, 2013) of this Notice on this official government internet web site, pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853(n)(1). The petition must be filed with the Clerk of the Court, 116 N. Main Street, Room 314, Harrisonburg, VA 22802, and a copy served upon Assistant United States Attorney Jeb Terrien, ATTN: Asset Forfeiture Section, 310 First Street, S.W., 9th Floor, Roanoke, VA 24011. The petition shall be signed by the petitioner under penalty of perjury and shall set forth the nature and extent of the petitioner's right, title or interest in the forfeited property, the time and circumstances of the petitioner's acquisition of the right, title and interest in the forfeited property and any additional facts supporting the petitioner's claim and the relief sought, pursuant to 21 U.S.C. § 853(n).

Following the Court's disposition of all petitions filed, or if no such petitions are filed, following the expiration of the period specified above for the filing of such petitions, the United States shall have clear title to the property and may warrant good title to any subsequent purchaser or transferee.

Advertisement Certification Report

The Notice of Publication was available on the www.forfeiture.gov web site for at least 18 hours per day between November 14, 2013 and December 13, 2013. Below is a summary report that identifies the uptime for each day within the publication period and reports the results of the web monitoring system's daily check that verifies that the advertisement was available each day.

U.S. v. Anjay Patel et al

Court Case No: 5:11CR00031
For Asset ID(s): See Attached Advertisement Copy

Consecutive Calendar Day Count	Date Advertisement Appeared on the Web Site	Total Hours Web Site was Available during Calendar Day	Verification that Advertisement existed on Web Site
1	11/14/2013	24.0	Verified
2	11/15/2013	24.0	Verified
3	11/16/2013	24.0	Verified
4	11/17/2013	24.0	Verified
5	11/18/2013	24.0	Verified
6	11/19/2013	24.0	Verified
7	11/20/2013	24.0	Verified
8	11/21/2013	24.0	Verified
9	11/22/2013	24.0	Verified
10	11/23/2013	24.0	Verified
11	11/24/2013	24.0	Verified
12	11/25/2013	23.7	Verified
13	11/26/2013	24.0	Verified
14	11/27/2013	24.0	Verified
15	11/28/2013	24.0	Verified
16	11/29/2013	24.0	Verified
17	11/30/2013	24.0	Verified
18	12/01/2013	24.0	Verified
19	12/02/2013	24.0	Verified
20	12/03/2013	24.0	Verified
21	12/04/2013	24.0	Verified
22	12/05/2013	24.0	Verified
23	12/06/2013	24.0	Verified
24	12/07/2013	23.4	Verified
25	12/08/2013	24.0	Verified
26	12/09/2013	24.0	Verified
27	12/10/2013	24.0	Verified
28	12/11/2013	24.0	Verified
29	12/12/2013	24.0	Verified
30	12/13/2013	24.0	Verified

Additional log information is available and kept in the archives for 15 years after the asset has been disposed.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	5:11CR00031
	)	
Anjay Patel, et al.	)	
	)	
Defendant.	)	

DECLARATION OF PUBLICATION

In accordance with 21 U.S.C. § 853(n)(1) and Rule 32.2(b)(6)(C) of the Federal Rules of Criminal Procedure, notice of the forfeiture was posted on an official government internet site (www.forfeiture.gov) for at least 30 consecutive days, beginning on February 01, 2014 and ending on March 02, 2014. (See, Attachment 1).

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 12, 2014 at Roanoke, VA.

Jerri B. Jackson
FSA Paralegal

UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF VIRGINIA, HARRISONBURG DIVISION

COURT CASE NUMBER: 5:11CR00031; NOTICE OF FORFEITURE

Notice is hereby given that on December 06, 2013, in the case of U.S. v. Anjay Patel, et al., Court Case Number 5:11CR00031, the United States District Court for the Western District of Virginia entered an Order condemning and forfeiting the following property to the United States of America:

Real Property: 401 Town Center North, McCormick, SC 29835 (14-ATF-006800) Parcel # 089-01-00-011

Real Property: 200 Hammett ST., Greenville, SC 29609 (14-ATF-006804) Parcel # 0153.00-02-011.

Real Property: 2207 Racing Road, Greer, SC 29651 (14-ATF-006806) Parcel # 9-03-03-002.00

Real Property: 699 Arlington Road, Greer, SC 29651 (14-ATF-006808) Parcel # 9-03-03-004.00

Business: SIA Investments, LLC (14-ATF-006811)

The United States hereby gives notice of its intent to dispose of the forfeited property in such manner as the United States Attorney General may direct. Any person, other than the defendant(s) in this case, claiming interest in the forfeited property must file a Petition within 60 days of the first date of publication (February 01, 2014) of this Notice on this official government internet web site, pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853(n)(1). The petition must be filed with the Clerk of the Court, 116 N. Main Street, Room 314, Harrisonburg, VA 22802, and a copy served upon Assistant United States Attorney Jeb Terrien, ATTN: Asset Forfeiture Section, 310 First Street, S.W., 9th Floor, Roanoke, VA 24011. The petition shall be signed by the petitioner under penalty of perjury and shall set forth the nature and extent of the petitioner's right, title or interest in the forfeited property, the time and circumstances of the petitioner's acquisition of the right, title and interest in the forfeited property and any additional facts supporting the petitioner's claim and the relief sought, pursuant to 21 U.S.C. § 853(n).

Following the Court's disposition of all petitions filed, or if no such petitions are filed, following the expiration of the period specified above for the filing of such petitions, the United States shall have clear title to the property and may warrant good title to any subsequent purchaser or transferee.

Advertisement Certification Report

The Notice of Publication was available on the www.forfeiture.gov web site for at least 18 hours per day between February 1, 2014 and March 02, 2014. Below is a summary report that identifies the uptime for each day within the publication period and reports the results of the web monitoring system's daily check that verifies that the advertisement was available each day.

U.S. v. Anjay Patel, et al.

Court Case No: 5:11CR00031
For Asset ID(s): See Attached Advertisement Copy

Consecutive Calendar Day Count	Date Advertisement Appeared on the Web Site	Total Hours Web Site was Available during Calendar Day	Verification that Advertisement existed on Web Site
1	02/01/2014	24.0	Verified
2	02/02/2014	24.0	Verified
3	02/03/2014	24.0	Verified
4	02/04/2014	24.0	Verified
5	02/05/2014	24.0	Verified
6	02/06/2014	24.0	Verified
7	02/07/2014	24.0	Verified
8	02/08/2014	24.0	Verified
9	02/09/2014	24.0	Verified
10	02/10/2014	24.0	Verified
11	02/11/2014	24.0	Verified
12	02/12/2014	24.0	Verified
13	02/13/2014	24.0	Verified
14	02/14/2014	24.0	Verified
15	02/15/2014	24.0	Verified
16	02/16/2014	24.0	Verified
17	02/17/2014	24.0	Verified
18	02/18/2014	24.0	Verified
19	02/19/2014	23.9	Verified
20	02/20/2014	24.0	Verified
21	02/21/2014	23.5	Verified
22	02/22/2014	24.0	Verified
23	02/23/2014	24.0	Verified
24	02/24/2014	24.0	Verified
25	02/25/2014	24.0	Verified
26	02/26/2014	24.0	Verified
27	02/27/2014	24.0	Verified
28	02/28/2014	24.0	Verified
29	03/01/2014	24.0	Verified
30	03/02/2014	24.0	Verified

Additional log information is available and kept in the archives for 15 years after the asset has been disposed.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	5:11CR00031
	)	
Anjay Patel, et al	)	
	)	
Defendant.	)	

DECLARATION OF PUBLICATION

In accordance with 21 U.S.C. § 853(n)(1) and Rule 32.2(b)(6)(C) of the Federal Rules of Criminal Procedure, notice of the forfeiture was posted on an official government internet site (www.forfeiture.gov) for at least 30 consecutive days, beginning on December 21, 2013 and ending on January 19, 2014. (See, Attachment 1).

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 12, 2014 at Roanoke, VA.

Jerri B. Jackson
FSA Paralegal

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA, HARRISONBURG DIVISION
COURT CASE NUMBER: 5:11CR00031; NOTICE OF FORFEITURE

Notice is hereby given that on December 06, 2013, in the case of U.S. v. Anjay Patel, et al, Court Case Number 5:11CR00031, the United States District Court for the Western District of Virginia entered an Order condemning and forfeiting the following property to the United States of America:

$12,648.68 U.S. Currency (12-ATF-016233) which was seized from SHilpaben Patel on January 25, 2012 at unknown, located in Spartanburg, SC

The United States hereby gives notice of its intent to dispose of the forfeited property in such manner as the United States Attorney General may direct. Any person, other than the defendant(s) in this case, claiming interest in the forfeited property must file a Petition within 60 days of the first date of publication (December 21, 2013) of this Notice on this official government internet web site, pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853(n)(1). The petition must be filed with the Clerk of the Court, 116 N. Main Street, Room 314, Harrisonburg, VA 22802, and a copy served upon Assistant United States Attorney Jeb Terrien, ATTN: Asset Forfeiture Section, 310 First Street, S.W., 9th Floor, Roanoke, VA 24011. The petition shall be signed by the petitioner under penalty of perjury and shall set forth the nature and extent of the petitioner's right, title or interest in the forfeited property, the time and circumstances of the petitioner's acquisition of the right, title and interest in the forfeited property and any additional facts supporting the petitioner's claim and the relief sought, pursuant to 21 U.S.C. § 853(n).

Following the Court's disposition of all petitions filed, or if no such petitions are filed, following the expiration of the period specified above for the filing of such petitions, the United States shall have clear title to the property and may warrant good title to any subsequent purchaser or transferee.

Advertisement Certification Report

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U.S. v. Anjay Patel, et al

Court Case No: 5:11CR00031
For Asset ID(s): See Attached Advertisement Copy

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4	12/24/2013	24.0	Verified
5	12/25/2013	24.0	Verified
6	12/26/2013	24.0	Verified
7	12/27/2013	24.0	Verified
8	12/28/2013	23.9	Verified
9	12/29/2013	24.0	Verified
10	12/30/2013	24.0	Verified
11	12/31/2013	24.0	Verified
12	01/01/2014	24.0	Verified
13	01/02/2014	24.0	Verified
14	01/03/2014	24.0	Verified
15	01/04/2014	24.0	Verified
16	01/05/2014	24.0	Verified
17	01/06/2014	24.0	Verified
18	01/07/2014	24.0	Verified
19	01/08/2014	24.0	Verified
20	01/09/2014	24.0	Verified
21	01/10/2014	24.0	Verified
22	01/11/2014	24.0	Verified
23	01/12/2014	24.0	Verified
24	01/13/2014	24.0	Verified
25	01/14/2014	24.0	Verified
26	01/15/2014	24.0	Verified
27	01/16/2014	24.0	Verified
28	01/17/2014	24.0	Verified
29	01/18/2014	24.0	Verified
30	01/19/2014	24.0	Verified

Additional log information is available and kept in the archives for 15 years after the asset has been disposed.

CLERK'S OFFICE U.S. DIST. COURT
AT ROANOKE, VA
FILED

DEC 06 2013

JULIA C. DUDLEY, CLERK
BY: DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA v. ANJAY PATEL, et al	Criminal No.: 5:11cr00031

AMENDED ORDER OF FORFEITURE AS TO CERTAIN SUBSTITUTE PROPERTY OF DEFENDANT AND AMENDED PROTECTIVE ORDER

The United States of America, pursuant to Rule 32.2(e) of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853(p), has moved to amend the Preliminary Order of Forfeiture previously issued in this case to include certain property of defendant as substitute property. In consideration of the motion, and the entire record in this matter, the Court finds as follows.

A. On Aug. 29, 2013, the Court entered a Preliminary Order of Forfeiture (Dkt. No. 653) as to certain assets of defendant. The Order included a money judgment in favor of the United States in the amount of $400,000.00, which amount represented the value of the proceeds of the offense for which the defendant was convicted.

B. The Court finds that, because of the acts or omissions of the defendant, the proceeds of the offense are no longer available for forfeiture for one or more of the reasons set forth in 21 U.S.C. § 853(p).

C. As a result, pursuant to Rule 32.2(e) of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853(p), the United States is entitled to an order forfeiting other property of the

defendant as a substitute for the unavailable property ordered forfeited. Accordingly, it is hereby

ORDERED that the following property is hereby forfeited to the United States:

> The entity known as SIA Investments, LLC, and all assets, including, but not limited to, the following properties:
>
> 1. 401 Town Center North, McCormick, SC 29835
> 2. 200 Hammett St., Greenville, SC 29609
> 3. 699 Arlington Rd/2207 Racing Rd, Greer, SC 29651
> 4. $12,648.69 in U.S. Currency

D. The United States is authorized to seize the forfeited property whether held by the defendant or by a third party and shall:

> **(1)** pursuant to 21 U.S.C. § 853(n) publish notice of this Order, thereby giving notice of the United States intent to dispose of the property in such manner as the Attorney General may direct and notice that any person, other than the defendant, having or claiming a legal interest in any of the above-listed forfeited property must file a petition with the court within thirty (30) days of the final publication of notice or of receipt of actual notice, whichever is earlier and shall file the original petition with the U.S. District Court Clerk's Office, Harrisonburg Division, 116 N. Main Street, Room 314, Harrisonburg, VA 22802 and shall certify a copy of said petition to the U.S. Attorney's Office, Asset Forfeiture Section, P.O. Box 1709, Roanoke, VA 24008. This notice shall state that the petition shall be for a hearing to adjudicate the validity of the petitioner's alleged interest in the property, shall be signed by the petitioner under penalty of perjury, and shall set forth the nature and extent of the petitioner's right, title or interest in each of the forfeited properties and any additional facts supporting the petitioner's claim and the relief sought;
>
> **(2)** to the extent practicable, provide direct written notice to any person known to have alleged an interest in the property that is the subject of the Order of Forfeiture, as a substitute for published notice as to those persons so notified;
>
> **(3)** post upon said real property in an open and visible manner a copy of this Order of Forfeiture making the forfeiture open and notorious;
>
> **(4)** have the authority, in its discretion, to take and maintain custody of the forfeited property, together with all improvements, buildings, structures, fixtures, furnishings and appurtenances permanently attached thereto, entering said property for the purpose of determining the physical condition of the property and to maintain custody of said property as provided by 19 U.S.C. § 1605 until further

RECORD ON APPEAL PATEL120

order of this Court respecting the same. The United States shall use its discretion and whatever means appropriate to protect and maintain said forfeited property;

(5) have the authority, in lieu of taking custody, to enter onto the real property for the limited purpose of ensuring that the asset is in a safe and inhabitable condition; to inspect for conditions that, if not corrected, could damage or reduce the value of the asset during the pendency of any forfeiture proceedings; to make a record of the condition of the interior and exterior of the real property using any practicable method such as videotape recording and still photographs; and to reenter the property on a periodic basis for the purpose of conducting inspections of the dwelling and surrounding property to ensure proper maintenance and security;

(6) have the authority to dispose of perishable, contaminated, flammable, explosive, or violable items, by any means available. An inventory will be kept as to those items and the method of disposal. If removal of the contents of the property is necessary, a bonded moving and storage company is to inventory, pack, remove, and store all contents;

(7) have the authority, if the United States exercises its discretion to take custody of the property, to give the occupants a reasonable opportunity to remove from the location all of their personal belongings. A designee of the United States may accompany the occupants during the collection and packing of these belongings to ensure that only personal articles are removed from the location. After the identification, collection, and removal of the personal belongings by the occupants, the occupants shall depart the location. Any and all personal belongings, including but not limited to personal items, furniture, appliances, pets, livestock and motor and recreational vehicles, remaining on the premises after the occupants have vacated the premises may be destroyed or otherwise disposed of by the United States without risk of liability to the occupants or any third party;

(8) have the authority to rent/lease any vacant seized properties as continued vacancy may result in deterioration and a diminished value to said property. The rental or leasing shall help assure any claimants and the United States that the property's value and integrity shall be maintained in at least the same condition as existed at the time of execution of this Order;

(9) record forthwith a copy of this Order in the county where the above-described property is located, and which Order, when recorded, shall be notice to any transferee or potential transferees, of the interest of the United States of America therein. Pursuant to Va. Code Ann. § 58.-811(A)3, the United States is exempt from the recordation tax.

RECORD ON APPEAL PATEL121

E. The United States, at its discretion, shall be accompanied by federal, state, or local law enforcement officers to assist in the execution of this Order. And, upon application by the United States of America, the Court shall issue any order necessary to effectuate and prevent the frustration of this Order pursuant to the All Writs Act, 28 U.S.C. § 1651(a).

F. Pursuant to Fed. R. Crim. P. 32.2(c)(1)(B), discovery may be conducted in accordance with the Federal Rules of Civil Procedure to the extent necessary or desirable to resolve factual issues.

G. The United States shall have clear title to the subject property following the Court's disposition of all third party interests, or, if none, following the expiration of the period provided in 21 U.S.C. § 853(n)(2) for the filing of third party petitions.

H. The Court shall retain jurisdiction to enforce this Order, and to amend it as necessary, pursuant to Fed. R. Crim. P. 32.2(e).

I. The Court's Protective Order issued Oct. 26, 2011 (Dkt. No. 27) is lifted as to any property (real, personal, and interests in business entities) that has not been forfeited to the United States in this Court's Orders of forfeiture with the exception of SIA Investments, LLC, and its assets. Defendant Patel, individually or through agents acting on his behalf, shall take no action to dispose of assets of SIA Investments, or modify the business operations of SIA Investments or its lessees, without the consent of the United States.

J. The Clerk of this Court shall certify copies of this Order to counsel of record and shall certify copies to the United States Attorney's Office, Asset Forfeiture Section, P.O. Box 1709, Roanoke, Virginia 24008.

ENTERED THIS 6th DAY OF ~~NOVEMBER~~ December, 2013.

/s/ Michael F. Urbanski

UNITED STATES DISTRICT JUDGE

Seen and Agreed:

Paula Xinis, Esq.
Counsel for defendant Anjay Patel

Sharon Burnham
Assistant United States Attorney

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CLERK'S OFFICE U.S. DIST. COURT
AT HARRISONBURG, VA
FILED
JUN 25 2014
JULIA C. DUDLEY, CLERK
BY: DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA	:	
	:	
V.	:	Criminal No5:11cr00031
	:	
ANJAY PATEL	:	

SECOND FINAL ORDER OF FORFEITURE AS TO CERTAIN ASSETS AND RESOLUTION OF INTERESTS OF SIA INVESTMENTS, LLC AND MIRIAM B. ADAMS

WHEREAS on August 19th and 29th, 2013, this Court entered Amended Preliminary Orders of Forfeiture pursuant to 18 U.S.C. § 982(a)(1) and 21 U.S.C. § 853(p), and Fed. R. Crim. P. 32.2, based upon the guilty plea of Defendant to violations of 18 U.S.C. § 371 and 18 U.S.C. §1956(h), the criminal violations giving rise to the forfeiture, thereby providing for forfeiture of certain property;

AND WHEREAS the United States provided written notice to Bhaveshkumar Patel, Registered Agent, SIA Investments, LLC as set forth in **Exhibit A** fully incorporated herein:

AND WHEREAS on November 14, 2013, and February 1, 2014, notice of the forfeiture was posted on an official government internet site (www.forfeiture.gov) for at least 30 consecutive days, thereby providing notice of this forfeiture and of the intent of the United States to dispose of the property in accordance with the law, and further notifying all third parties of their right to petition the Court for a hearing to adjudicate the validity of their alleged legal interest in the assets as set forth in **Exhibit B** fully incorporated herein;

AND WHEREAS the United States is not aware of any other persons or entities requiring written notice of forfeiture of the assets addressed in this Order;

EXHIBIT J

AND WHEREAS, it appears the deadline for filing petitions expired on April 4, 2014, and with the exception of a timely interest asserted by SIA Investments, LLC, and a Petition filed by Miriam Adams (Dkt # 734), no petitions have been filed for assets that are the subject of this order, and an Order of Default (Dkt No. 783) was entered as to any other potential claimants who did not file a claim within the timer permitted;

AND WHEREAS SIA Investments, LLC, and the United States, by counsel, have entered into a Settlement Agreement resolving the interest of SIA Investments LLC. The Settlement Agreement is appended hereto as **Exhibit C** and fully incorporated herein;

AND WHEREAS Petitioner Miriam Adams consents to the entry of this Order as evidenced by her signature on this Order;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

(A) All right, title and interest in the following described property, is hereby condemned, forfeited and title vested in the United States of America:

(1)

12-ATF-016233	$12,648.69 in U.S. Currency

AND

(2) The following assets, subject only to the interest of SIA Investments, LLC, and a lien held by Miriam Adams, and existing liens and encumbrances of record:

12-ATF-022579	401 North Main Street, Saluda, SC 29318
14-ATF-006811	SIA Investments LLC & All Assets
14-ATF-006800	401 Town Center North, McCormick, SC 29835 APN 089-01-00-011
14-ATF-006804	200 Hammett Street, Greenville, SC 29609 APN 0153.00-02-011.00

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14-ATF-006808	699 Arlington Rd, Greer SC APN 9-03-03-004.00
14-ATF-006806	2207 Racing Road Greer, SC APN 9-03-03-002.00

(B) Pursuant to the terms of the Settlement Agreement, Exhibit C, the United States agreed to accept the settlement sum of $136,000.00 for its forfeited interest in the assets set forth above in Paragraph (A)(2) and as described in the Settlement Agreement. The $136,000.00 settlement sum is hereby forfeited to the United States.

(C) Unless specifically set forth in this Order, no right, title, or interest in the assets described herein, shall exist in any person or entity that failed to file a petition or otherwise appear herein:

(D) The United States is ORDERED to dispose of the property according to law subject only to all expenses attributable to the seizure, maintenance, forfeiture and sale of the forfeited properties.

(E) Pursuant to 28 U.S.C. § 524(c)(9)(A) the Attorney General is authorized, at his authority, to warrant clear title to any subsequent purchaser or transferee of such forfeited property.

(F) As there was reasonable cause for the seizure of the properties, no person shall be entitled to costs and/or attorney fees as a result of the seizure and forfeiture, nor shall the United States, its officers, agents, servants, successors or assigns, be liable to suit or judgment on account of this action.

(G) The Court shall retain jurisdiction to enter any orders necessary to amend or enforce this Order.

(H) The Clerk of this Court shall provide copies to counsel and parties of record.

ENTERED THIS 25th DAY OF JUNE, 2014.

/s/ Michael F. Urbanski

UNITED STATES DISTRICT JUDGE

ECF
DOCUMENT
I hereby attest and certify that this is a printed copy of a document that was electronically filed with the United States District Court for the Western District of Virginia.
Date Filed: June 25, 2014
Julia C. Dudley, Clerk of Court
By: Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA v. ANJAY PATEL, et al	Criminal No.: 5:11cr00031

MOTION TO AMEND ORDER OF FORFEITURE
TO INCLUDE CERTAIN SUBSTITUTE ASSETS

Comes now the United States of America, by counsel, and hereby moves the Court, pursuant to Fed. R. Crim. P. 32.2(e)(1)(B) and 21 U.S.C. § 853(p), for an order forfeiting certain property of defendant, and as reason therefor states as follows:

On or about Aug. 29, 2013, a Preliminary Order of Forfeiture was entered herein (Dk. No. 653), providing for forfeiture of certain assets of Defendant Anjay Patel, including a $400,000.00 monetary judgment, representing the proceeds of the offense(s) for which defendant was convicted. Defendant has not satisfied the money judgment. And as previously presented to this Court, the United States has been unable to locate all the proceeds of the offense and is therefore requesting that the Court order the forfeiture of substitute property pursuant to 21 U.S.C. § 853(p). Under the circumstances, the United States is entitled to an order forfeiting substitute property. *United States v. Alamoudi*, 452 F.3d 310, 314 (4th Cir. 2006) (the forfeiture of substitute assets is mandatory if the requirements of section 853(p) are met; that the defendant's plea agreement said nothing about substitute assets does not preclude the Government from seeking their forfeiture if the defendant does not satisfy the forfeiture order as he agreed to do).

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Defendant Patel is a co-owner of Sia Investments, LLC. This entity was restrained in the Court's Protective Order issued Oct. 26, 2011 (Dkt. No. 27). Sia Investments owns four pieces of real estate in South Carolina. The property located at 401 North Main Street, Saluda, SC, was named for forfeiture in the indictment, but the government was unaware of the other three properties at the time the indictment was returned. The Saluda property was subsequently forfeited to the United States in the Preliminary Order. The other three properties were never addressed in the plea agreement or Preliminary Order.

The United States now seeks to forfeit the interest of defendant Patel in the entity known as Sia Investments, LLC, including all assets, to be applied to the monetary judgment. These assets include, but are not limited to, the following properties:

1. 401 Town Center North, McCormick, SC 29835
2. 200 Hammett St., Greenville, SC 29609
3. 699 Arlington Rd/2207 Racing Rd, Greer, SC 29651

Undersigned counsel has been informed by counsel for the co-owner of Sia Investments that the likely net proceeds, after payoff of loans, costs, and realtor fees, is expected to be less than $400,000.

The United States further requests that the Court reaffirm the Protective Order as to SIA Investments and that Defendant Patel be ordered to cease and desist any effort to dispose of assets of Sia Investments, or modify the business operations of Sia Investments or its lessees without the consent of the United States. The Court may enter an order restraining such assets pending its action on the motion or pending the resolution of any third party claims. *See United States v. Numisgroup Intl. Corp.*, 169 F. Supp.2d 133 (E.D.N.Y. 2001) (substitute assets may be restrained post-conviction).

Following entry of the Preliminary Order of Forfeiture, the government will begin the ancillary process and proceed with notice to third parties. Although not expected, any net proceeds in excess of the monetary judgment will be remitted to the defendant via counsel.

WHEREFORE, the United States respectfully moves the Court for an order of forfeiture of the above-named substitute asset(s).

Respectfully submitted
TIMOTHY J. HEAPHY
United States Attorney

/s/ Sharon Burnham
Assistant United States Attorney
State Bar No. 46071
310 First Street, S.W., Room 906
Roanoke, Virginia 24011
Phone: (540)857-2250
E-mail: sharon.burnham@usdoj.gov

CERTIFICATE OF SERVICE

I hereby certify that I caused a copy of the foregoing Motion to be filed with the Court's CM/ECF System this 16th day of October, 2013, which provides electronic notice to all parties.

/s/ Sharon Burnham
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Harrisonburg Division

UNITED STATES OF AMERICA	)	
	)	
v.	)	**Criminal No. 5:11-cr-00031-MFU-1**
	)	
ANJAY RAVINDRABHAI PATEL, et al.	)	
	)	
Defendant.	)	
	)	

DEFENDANT ANJAY PATEL'S RESPONSE TO GOVERNMENT MOTION TO AMEND ORDER OF FORFTEITURE TO INCLUDE CERTAIN ASSETS

Defendant Anjay Patel, through undersigned counsel, hereby responds to the Government's Motion to Amend Order of Forfeiture. After conferring with the Government, Mr. Patel submits the following:

1. Mr. Patel agrees to forfeit his interest in the entity known as SIA Investments LLC and that all assets in such entity will be applied to the $400,000 money judgment set forth in Mr. Patel's Final Order of Forfeiture (Dkt. No. 653).
2. Mr. Patel and the Government agree to work cooperatively to determine the fair market value of Mr. Patel's interest in the assets held by SIA Investments LLC that will be used to satisfy the $400,000 money judgment in whole or in part.
3. Further, Mr. Patel and the Government jointly move that this Court lift the Protective Order (Dkt. No. 27) and as to any property (real, personal, interests in business entities, etc.) that has not been forfeited to the Government in this Court's Orders of forfeiture. The parties further agree that the Protective Order apply to SIA Investments LLC and its assets until this Court orders that Mr. Patel's interests in SIA

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Investments LLC and its assets to be forfeited to the Government. A proposed Order is attached for this Court's review.

WHEREFORE, Mr. Patel respectfully requests that this Court amend Mr. Patel's Order of forfeiture to include the forfeiture of his interests in all SIA Investments LLC and its assets which will be used to satisfy, in whole or in part, the $400,000 money judgment. Further, Mr. Patel and the Government request that this Court lift the Protective Order as to any assets of any kind not already forfeited to the Government via this Court's Orders of Forfeiture.

/s/
Kenneth W. Ravenell, Esq.
Paula Xinis, Esq.
Milin Chun, Esq.
Murphy Falcon & Murphy
1 South Street, Suite 2300
Baltimore, Maryland 21202
Ph: 410-951-8812
Paula.xinis@mfmrk.com

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Harrisonburg Division

UNITED STATES OF AMERICA	)	
	)	
v.	)	**Criminal No. 5:11-cr-00031-MFU-1**
	)	
ANJAY RAVINDRABHAI PATEL, et al.	)	
	)	
	)	
Defendant.	)	
	)	

ORDER

Having considered the Government's Motion to Amend Forfeiture Order and Defendant Anjay Patel's response, it is this ___ day of November 2013, and the Defendants response, the Court hereby grants the Government's Motion to forfeit Mr. Anjay Patel's Interests in SIA Investments, LLC. It is hereby ORDERED that the aforesaid property will be included in the Court's Preliminary Order of Forfeiture, Final as to Anjay Patel, as substitute property to be used to satisfy the $400,000 money judgment in whole or in part.

It is further ORDERED that the Protective Order entered in this case (Dkt. #27) is lifted as to any property (real, personal, interests in business entities, etc.) that has not been forfeited to the Government in this Court's Orders of forfeiture.

Michael F. Urbanski
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA v. ANJAY PATEL	Criminal No.: 5:11cr00031
SIA LLC	

AGREEMENT OF SETTLEMENT AND COMPROMISE OF THE SIA LLC'S PETITION IN ANCILLARY PROCEEDING

The Parties

This Settlement Agreement ("Agreement") is entered into among and between the United States of America and SIA Investments, LLC ("Petitioner"), acting by and through counsel (collectively referred to as the Parties), to settle and compromise the United States of America's interest in certain property and Petitioner's claims to and interest in the property identified herein, which is the subject of the instant forfeiture proceedings pursuant to the terms and consideration set forth herein.

Preamble

As a preamble to this Agreement, the Parties agree to the following:

1. On August 29, 2013, an Amended Preliminary Order of Forfeiture (Dkt 653) was entered providing for the forfeiture of specific property, and on December 6, 2013, an Amended

Order of Forfeiture as to Certain Substitute Property (Dkt # 717) was entered providing for forfeiture of specific property in partial satisfaction of the forfeiture money judgment. The Preliminary Orders are attached as Exhibits 1 and 2.

2. Pursuant to agreements executed in June 2013 and attached hereto as Exhibits A, B, C, and D, the parties recognized the interest of SIA Investments, LLC (Bhaveshkumar Patel) in the real property that is the subject of this settlement agreement.

3. In order to compromise the interests of the United States of America and Petitioner to the property identified in the Preliminary Orders of Forfeiture, the Parties have reached a full and final settlement as to their respective interests in the property as set forth below.

Terms and Conditions

1. NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

2. On or before May 15, 2014, Petitioner shall remit the settlement sum of $136,000.00 to the United States in the form of certified funds made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in the entity known as SIA Investments, LLC, and all SIA Investments, LLC assets including the following:

   a. 401 North Main Street, Saluda, SC 29318
   b. 200 Hammett Street, Greenville, SC 29609
   c. 699 Arlington Road, Greer, SC 29651
   d. 2207 Racing Road, Greer, SC 29651
   e. A lease-hold interest with an option to buy 401 Town Center, McCormick, SC.

3. Upon receipt of said funds, the forfeited interest in the above listed property conveyed to the United States via the Orders of Forfeiture entered herein on August 29, 2013 and

December 6, 2013, Dkt Nos. 653 and 717, will be conveyed to SIA Investments LLC, subject to all existing liens and encumbrances of record via a Warranty Deed.

4. Released Assets. The United States, in consideration of the settlement and compromise described herein, hereby agrees as follows:

   a. The United States agrees to convey its interest in the properties described above as A, B, C, D and E, from the Preliminary Orders, and further waives and disclaims any right, title, or interest in these assets.

5. Forfeited Assets. Petitioner, in consideration of the settlement and compromise described herein, hereby waives any previously asserted right, claim, title or interest in all assets listed in the Preliminary Order(s), other than the released assets identified above, and consents to the forfeiture of all assets to the United States, other than the released assets identified above.

6. Additional Terms

   a. Each party shall bear its own costs, attorney's fees, and expenses.

   b. In consideration of the promises and obligations of Petitioner, as set forth in this Agreement, the United States hereby waives, releases, and discharges Petitioner from any and all claims (including attorney's fees, costs, garnishment, levy and/or expenses of any kind and however denominated), causes of action, suits, actions, or demands whatsoever relating to the above-captioned matter, not otherwise delineated in this Agreement.

   c. In consideration of the promises and obligations of the United States of America, as set forth in this Agreement, and conditioned upon the terms set forth above, Petitioner hereby waives, releases, and discharges the United States, from any and all claims (including attorney's fees, costs, garnishment, levy and/or expenses of

any kind and), causes of action, suits, actions, or demands whatsoever on or relating to the above-captioned matter and all assets identified in the Court's Orders.

d. This Agreement shall be governed and interpreted in accordance with the federal laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between or among the Parties under this Agreement will be in the United States District Court for the Western District of Virginia.

e. This Agreement is effective on the date of signature of the last signatory to the Agreement, subject to approval of the Court.

f. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

g. This Agreement is the entire agreement between the Parties and there are no additional oral agreements. This Agreement may be modified only in writing and any such modifications must be signed by all of the Parties and submitted to the Court for approval.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement or counterparts thereof, intending to be legally bound.

DATED: 5.1.14

SIA INVESTMENTS, LLC
By: Robert Hahn, Esquire
Counsel for Petitioner

DATED: 5.5.14

UNITED STATES OF AMERICA
By: Jeb Terrien, Esquire
Assistant U.S. Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA	)	
	)	
v.	)	Criminal No. 5:11CR31
	)	
ANJAY PATEL a/k/a "Jay" a/k/a "Ramesh Raval,"	)	
	)	
Defendant.	)	

AGREEMENT REGARDING OPERATION OF "SIA INVESTMENTS, LLC"

LOCATION IN GREENVILLE COUNTY, SOUTH CAROLINA
200 Hammett Street, Greenville, S.C. 29609
Parcel ID 0153.00-02-011.00

LOCATION IN SPARTANBURG COUNTY, SOUTH CAROLINA
699 Arlington Road/2207 Racing Road, Greer, S.C. 29651
Parcel IDs 9-03-03-004.00 and 9-03-03-002.00

LOCATION IN MCCORMICK COUNTY, SOUTH CAROLINA
401 Town Center North, McCormick, S.C. 29835
Parcel ID 089-01-00-011

LOCATION IN SALUDA COUNTY, SOUTH CAROLINA
401 North Main Street, Saluda, S.C. 29138
Parcel ID 079-20-07-022

WHEREAS, Sia Investments, LLC, is a limited liability company formed pursuant to the laws of the State of South Carolina with an effective date of July 7, 2009; and

WHEREAS, the Defendant Anjay Patel owns fifty percent (50%) of Sia Investments, LLC, and Bhaveshkumar J. Patel owns fifty percent (50%) of Sia Investments, LLC; and

WHEREAS, Sia Investments, LLC, has an interest in the real estate (which includes a convenience store) located at 200 Hammett Street, Greenville, Greenville County, South

EXHIBIT E

Carolina 29609, which is owned by Aplache Coin Laundry, Inc. (Parcel ID 0153.00-02-011.00). See Greenville County Deed Book 2326 at Page 1. Sia Investments, LLC, has an interest in this property pursuant to an unrecorded Bond for Title dated July 14, 2009. See EXHIBIT A attached hereto and incorporated herein; and

WHEREAS, Sia Investments, LLC, has an interest in the real estate (which includes a convenience store and a laundromat) located at 699 Arlington Road/2207 Racing Road, Greer, Spartanburg County, South Carolina 29651, which is owned by MRJ Enterprises, LLC (Parcel IDs 9-03-03-004.00 and 9-03-03-002.00). See Spartanburg County Deed Book 83-Q at Page 606. Sia Investments, LLC, has an interest in this property pursuant to an unrecorded Bond for Title dated July 14, 2009. See EXHIBIT B attached hereto and incorporated herein; and

WHEREAS, Sia Investments, LLC, has a leasehold interest in the real estate (which includes a convenience store) located at 401 Town Center North, McCormick, McCormick County, South Carolina 29835, which is owned by Ben Dreamin', Inc. (Parcel ID 089-01-00-011). Sia Investments, LLC's Memorandum of Lease is dated May 20, 2011, and is recorded in the Office of the Clerk of Court for McCormick County in Deed Book 237 at Page 63. See EXHIBIT C attached hereto and incorporated herein; and

WHEREAS, Sia Investments, LLC, owns real estate (which includes a convenience store) located at 401 North Main Street, Saluda, Saluda County, South Carolina 29138 (Parcel ID 079-20-07-022). Sia Investments, LLC's deed is recorded in the Office of the Clerk of Court for Saluda County in Deed Book 891 at Page 134. See EXHIBIT D attached hereto and incorporated herein; and

WHEREAS, on October 26, 2011, the District Court for the Western District of Virginia

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entered the First Protective Order, providing that the Defendant Anjay Patel (a/k/a "Jay" a/k/a "Ramesh Raval") is restrained, prohibited, and enjoined from attempting or completing or causing any action or transaction that would affect the marketability, value, or availability of all assets, inventory, and property related thereto of "Sia Investments, LLC," FEIN 27-0528114; and

WHEREAS, Sia Investments, LLC, is currently buying the above-referenced real estate (which includes a convenience store) in Greenville, South Carolina, and the convenience store continues to accrue expenses to the detriment of the parties, Bhaveshkumar J. Patel, and third persons; and

WHEREAS, Sia Investments, LLC, is currently buying the above-referenced real estate (which includes a convenience store and a laundromat) in Greer, South Carolina, and the convenience store and the laundromat continue to accrue expenses to the detriment of the parties, Bhaveshkumar J. Patel, and third persons; and

WHEREAS, Sia Investments, LLC, is currently leasing the above-referenced real estate (which includes a convenience store) in McCormick, South Carolina, and the convenience store continues to accrue expenses to the detriment of the parties, Bhaveshkumar J. Patel, and third persons; and

WHEREAS, Sia Investments, LLC, currently owns the above-referenced real estate (which includes a convenience store) in Saluda, South Carolina, and the convenience store continues to accrue expenses to the detriment of the parties, Bhaveshkumar J. Patel, and third persons; and

WHEREAS, the United States and Bhaveshkumar J. Patel agree that allowing Bhaveshkumar J. Patel, as the co-owner of Sia Investments, LLC, to continue operating the

convenience stores and/or sub-leasing the convenience stores would allow for the payment of Sia Investments, LLC's expenses, including but not limited to Bond for Title payments to Aplache Coin Laundry, Inc.; Bond for Title payments to MRJ Enterprises, LLC; lease payments to Ben Dreamin', Inc.; and note and mortgage payments to Miriam B. Adams; and

WHEREAS, the First Protective Order states in Paragraph 14 that the "United States may exercise its discretion to release assets from the terms of this Order as necessary in the interest of justice, so long as any such release is in writing"; and

NOW, THEREFORE, the United States and Bhaveshkumar J. Patel have reached the following agreement:

1. Bhaveshkumar J. Patel, in his capacity as co-owner of Sia Investments, LLC, may enter into business transactions to effectuate this agreement.

2. Bhaveshkumar J. Patel, in his capacity as co-owner of Sia Investments, LLC, may operate the convenience store located at 200 Hammett Street, Greenville, Greenville County, South Carolina 29609, and/or he may enter into agreements to sub-lease the convenience store located at 200 Hammett Street, Greenville, Greenville County, South Carolina 29609. A copy of any proposed sub-lease agreement shall be provided to the United States for approval before being signed.

3. Bhaveshkumar J. Patel, in his capacity as co-owner of Sia Investments, LLC, may operate the convenience store and laundromat located at 699 Arlington Road/2207 Racing Road, Greer, Spartanburg County, South Carolina 29651, and/or he may enter into agreements to sub-lease the convenience store and laundromat located at 699 Arlington Road/2207 Racing Road, Greer, Spartanburg County, South Carolina 29651. A copy of any proposed sub-lease

agreement shall be provided to the United States for approval before being signed.

4. Bhaveshkumar J. Patel, in his capacity as co-owner of Sia Investments, LLC, may operate the convenience store located at 401 Town Center North, McCormick, McCormick County, South Carolina 29835, and/or he may enter into agreements to sub-lease the convenience store located at 401 Town Center North, McCormick, McCormick County, South Carolina 29835. A copy of any proposed sub-lease agreement shall be provided to the United States for approval before being signed.

5. Bhaveshkumar J. Patel, in his capacity as co-owner of Sia Investments, LLC, may operate the convenience store located at 401 North Main Street, Saluda, Saluda County, South Carolina 29138, and/or he may enter into agreements to sub-lease the convenience store located at 401 North Main Street, Saluda, Saluda County, South Carolina 29138. A copy of any proposed sub-lease agreement shall be provided to the United States for approval before being signed.

6. Bhaveshkumar J. Patel shall open a bank account for receipt of payments pursuant to any sub-lease agreements entered into by Sia Investments, LLC, regarding:

a. the convenience store located at 200 Hammett Street, Greenville, Greenville County, South Carolina 29609;

b. the convenience store and laundromat located at 699 Arlington Road/2207 Racing Road, Greer, Spartanburg County, South Carolina 29651;

c. the convenience store located at 401 Town Center North, McCormick, McCormick County, South Carolina 29835; and

d. the convenience store located at 401 North Main Street, Saluda, Saluda

County, South Carolina 29138.

The account information shall be provided to the United States and shall be subject to monitoring by the United States. The account shall be subject to any applicable protective orders.

7. The disposition of funds generated from any sub-lease agreements shall be as follows:

a. All payments received pursuant to any sub-lease agreements shall be placed into the account opened for this purpose.

b. Bhaveshkumar J. Patel shall first apply the proceeds in this account to all financial obligations under Sia Investments, LLC's existing Bond for Title with Aplache Coin Laundry, Inc.; existing Bond for Title with MRJ Enterprises, LLC; existing lease with Ben Dreamin', Inc.; and existing note and mortgage with Miriam B. Adams (collectively "applied funds").

c. No transactions shall be conducted in cash.

d. After payment of all financial obligations each month from the gross proceeds which were collected that month, Bhaveshkumar J. Patel may withdraw fifty percent (50%) of the net amount remaining in the account from the gross proceeds that were collected that month ("withdrawn funds"). The remaining fifty percent (50%) of the net funds shall remain in the account and shall be subject to any claims by the United States against the Defendant Anjay Patel.

e. The funds remaining in the account after the withdrawn funds are removed ("remaining funds") shall be subject to forfeiture by the United States and

shall be distributed to the party prevailing on the forfeiture aspect of this case.

8. To the extent Bhaveshkumar J. Patel meets his financial obligations under this Agreement, the United States relinquishes any claim or right to the withdrawn funds.

9. This Agreement shall be submitted to the Court for incorporation into an Amended Protective Order and shall be subject to modification by the Court. This Agreement shall become effective only upon signature of all persons set forth hereinbelow and approval by the Court pursuant to an Amended Protective Order.

10. This Agreement may be signed initially via electronic confirmation of its terms, so long as a written signature is thereafter obtained. This Agreement may be signed in counterpart by each of the respective parties.

WITNESS our signatures below as evidence of the Agreement of the parties hereto as of the first date written.

_____ June _____, 2013
Robert S. Hahn, Esquire
Attorney for Bhaveshkumar J. Patel

B. J. Patel June 27, 2013
Bhaveshkumar J. Patel

_____ _____, 2013
United States of America
By: _____
Assistant U.S. Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISONBURG DIVISION

UNITED STATES OF AMERICA v. ANJAY PATEL	Criminal No.: 5:11cr00031
SIA LLC	

AGREEMENT OF SETTLEMENT AND COMPROMISE OF THE SIA LLC'S PETITION IN ANCILLARY PROCEEDING

The Parties

This Settlement Agreement ("Agreement") is entered into among and between the United States of America and SIA Investments, LLC ("Petitioner"), acting by and through counsel (collectively referred to as the Parties), to settle and compromise the United States of America's interest in certain property and Petitioner's claims to and interest in the property identified herein, which is the subject of the instant forfeiture proceedings pursuant to the terms and consideration set forth herein.

Preamble

As a preamble to this Agreement, the Parties agree to the following:

1. On August 29, 2013, an Amended Preliminary Order of Forfeiture (Dkt 653) was entered providing for the forfeiture of specific property, and on December 6, 2013, an Amended

Order of Forfeiture as to Certain Substitute Property (Dkt # 717) was entered providing for forfeiture of specific property in partial satisfaction of the forfeiture money judgment. The Preliminary Orders are attached as Exhibits 1 and 2.

2. Pursuant to agreements executed in June 2013 and attached hereto as Exhibits A, B, C, and D, the parties recognized the interest of SIA Investments, LLC (Bhaveshkumar Patel) in the real property that is the subject of this settlement agreement.

3. In order to compromise the interests of the United States of America and Petitioner to the property identified in the Preliminary Orders of Forfeiture, the Parties have reached a full and final settlement as to their respective interests in the property as set forth below.

Terms and Conditions

1. NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

2. On or before May 15, 2014, Petitioner shall remit the settlement sum of $136,000.00 to the United States in the form of certified funds made payable to the U.S. Department of Justice for forfeiture in lieu of its interest in the entity known as SIA Investments, LLC, and all SIA Investments, LLC assets including the following:

   a. 401 North Main Street, Saluda, SC 29318
   b. 200 Hammett Street, Greenville, SC 29609
   c. 699 Arlington Road, Greer, SC 29651
   d. 2207 Racing Road, Greer, SC 29651
   e. A lease-hold interest with an option to buy 401 Town Center, McCormick, SC.

3. Upon receipt of said funds, the forfeited interest in the above listed property conveyed to the United States via the Orders of Forfeiture entered herein on August 29, 2013 and

December 6, 2013, Dkt Nos. 653 and 717, will be conveyed to SIA Investments LLC, subject to all existing liens and encumbrances of record via a Warranty Deed.

4. Released Assets. The United States, in consideration of the settlement and compromise described herein, hereby agrees as follows:

   a. The United States agrees to convey its interest in the properties described above as A, B, C, D and E, from the Preliminary Orders, and further waives and disclaims any right, title, or interest in these assets.

5. Forfeited Assets. Petitioner, in consideration of the settlement and compromise described herein, hereby waives any previously asserted right, claim, title or interest in all assets listed in the Preliminary Order(s), other than the released assets identified above, and consents to the forfeiture of all assets to the United States, other than the released assets identified above.

6. Additional Terms

   a. Each party shall bear its own costs, attorney's fees, and expenses.

   b. In consideration of the promises and obligations of Petitioner, as set forth in this Agreement, the United States hereby waives, releases, and discharges Petitioner from any and all claims (including attorney's fees, costs, garnishment, levy and/or expenses of any kind and however denominated), causes of action, suits, actions, or demands whatsoever relating to the above-captioned matter, not otherwise delineated in this Agreement.

   c. In consideration of the promises and obligations of the United States of America, as set forth in this Agreement, and conditioned upon the terms set forth above, Petitioner hereby waives, releases, and discharges the United States, from any and all claims (including attorney's fees, costs, garnishment, levy and/or expenses of

any kind and), causes of action, suits, actions, or demands whatsoever on or relating to the above-captioned matter and all assets identified in the Court's Orders.

d. This Agreement shall be governed and interpreted in accordance with the federal laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between or among the Parties under this Agreement will be in the United States District Court for the Western District of Virginia.

e. This Agreement is effective on the date of signature of the last signatory to the Agreement, subject to approval of the Court.

f. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

g. This Agreement is the entire agreement between the Parties and there are no additional oral agreements. This Agreement may be modified only in writing and any such modifications must be signed by all of the Parties and submitted to the Court for approval.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement or counterparts thereof, intending to be legally bound.

DATED: 5.1.14

SIA INVESTMENTS, LLC
By: Robert Hahn, Esquire
Counsel for Petitioner

DATED: 5.5.14

UNITED STATES OF AMERICA
By: Jeb Terrien, Esquire
Assistant U.S. Attorney

RECORD ON APPEAL PATEL149

RECORD ON APPEAL PATEL150

PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER - SECURITY FEATURES LISTED ON BACK

First Citizens
Member FDIC

423 DHB03
BRANCH NO.

4936575 67-148/532

B.Patel,Forfeiture in Lieu of Its interest Invest.LLC
REMITTER

April 23, 2014
DATE

PAY **One Hundred Thirty Six Thousand Dollars and 00/100**

$ $136,000.00

TO THE ORDER OF
U.S. Department of Justice

CASHIER CHECK
FIRST CITIZENS BANK AND TRUST COMPANY, INC.
CUSTOMER COPY
NON-NEGOTIABLE
AUTHORIZED SIGNATURE

CSC 6001 (R 8/11)

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2014087970
QCD Book: DE 2456 Page: 0867 - 0872 6 Pgs
December 5, 2014 01:32:23 PM Cons: $136,000.00
Rec: $12.00 Cnty Tax: $149.60 State Tax: $353.60
FILED IN GREENVILLE COUNTY, SC

Recording Requested By and When Recorded Mail to:
U.S. Attorney's Office
105 Franklin Road, S.W.
Roanoke, VA 24011

Recording Time, Book & Page

SOUTH CAROLINA QUITCLAIM DEED

COUNTY: See Attached Exhibit 'A' **TAX MAP NUMBER:** See Attached Exhibit 'A'
CITY: See Attached Exhibit 'A' **DATE:**

Grantor	Grantee
UNITED STATES OF AMERICA 105 Franklin Road, S.W. Roanoke, VA 24011	SIA INVESTMENTS LLC, a South Carolina limited liability company 305 S. Main Street Abbeville, SC 29620

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of One-Hundred and thirty six thousand/100 Dollars ($136,000.00), the receipt and sufficiency of which is hereby acknowledged, to Grantor paid by Grantee, does hereby remise, release and forever quitclaim unto Grantee all of Grantor's right, title and interest, if any, in and to the real estate (the "Premises") described as follows:

SEE ATTACHED EXHIBIT 'A' for Legal Descriptions, Parcel ID Number and Derivation of Title for each individual tract.

This conveyance is made subject to the conditions, restrictions, easements and rights-of-way found in Deeds, liens, and other documents forming the chain of title. This includes but is not limited to the mortgage given by Anjay Patel and SIA investments, LLC to Miriam B. Adams dated September 21, 2009 and recorded in the Office of the Clerk of Court for Saluda County on September 25, 2009 in Book 891 at page 138 regarding 401 N Main Street, Saluda, SC 29138 (property "(a)" above).

SC Bar Form:
Last Revised:

This form is a basic form intended for use only by South Carolina licensed attorneys. Use by others may constitute the unauthorized practice of law.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed under seal this 26th day of November, 2014.
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jay Rinehart
Witness #1 Jay Rinehart

Witness #2 Chad Young

GRANTOR:
Signature of individual Grantor

_____ (SEAL)
Type name: _____

Signature block for entity Grantor

Type name of entity United States of America
By: _____ (SEAL)
Signature of authorized signatory
Type name of authorized signatory: Thavry Sinn
Its: Mgmt + Prog't Analyst
(Type capacity of signatory)

STATE OF VIRGINIA

Acknowledgment for Individual Grantor

COUNTY OF _____

I, a Notary Public for Virginia, do hereby certify that _____, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 20__.

_____
Notary Public for Virginia

My Commission Expires:

_____

STATE OF VIRGINIA

Acknowledgment for Entity Grantor

COUNTY OF Arlington

I, a Notary Public for Virginia, do hereby certify that Thavry Sinn, Grantor, by US Marshals Service, Its: Mgmt + Program Analyst personally appeared before me this day and acknowledged the due execution of the Asset Forfeiture Division foregoing instrument.

Witness my hand and official seal this the 26th day of November, 2014.

_____
Notary Public for Virginia

My Commission Expires:

_____

STEPHANY N ALVA NOTARY PUBLIC REG # 7527830 COMMISSION EXPIRES 4/30/2016 COMMONWEALTH OF VIRGINIA

SC Bar Form: _____
Last Revised: _____

This form is a basic form intended for use only by South Carolina licensed attorneys. Use by others may constitute the unauthorized practice of law.

EXHIBIT "A"

(a) 401 N Main Street, Saluda, SC 29138
Parcel ID # 079-20-07-022

All that certain piece, parcel or tract of land, with all improvements thereon, lying, situate and being in the State of South Carolina, Town and County of Saluda, containing 0.39 acres, more or less, as shown on a plat prepared for Miriam B. Adams by George S. Todd, RLS, dated June 9, 1995 and recorded in Plat Cabinet A Slide 21 at Page 4 in the Office of the Clerk of Court for Saluda County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

Being the same property conveyed to SIA Investments, LLC by deed of Miriam B. Adams dated September 18, 2009 and recorded September 25, 2009 in Book 891 at Page 134 in the Office of the Register of Deeds for Saluda County, South Carolina.

(b) 200 Hammett Street, Greenville, SC 29609
Parcel ID: 0153000201100

All that certain piece, parcel or lot of land situate, lying and being in the Greenville Township, Greenville County, State of South Carolina,

Being part of the Hammett Lands, and being the major portion of lot no. 6 as shown on a plat of said lands recorded in the Register of Deeds Office for Greenville County, SC in plat book HHH at page 835, and having the following metes and bounds, to wit:

Beginning on the north side of Hammett Street at the intersection of a road and running thence n. 21-1/2 e. 190 feet to a point on an alley; thence with said alley, n. 68-1/2 w. 91 feet to corner of lot no. 5 on said alley; thence with line of lot no. 5, s. 21-1/2 w., 190 feet to Hammett Street; Thence with Hammett Street, s. 68-1/2 e. 91 feet to the beginning corner, with being all of said Lot No. 6 except a strip 9 feet wide on the east side of said Lot, which strip constitutes the aforesaid road the intersects with Hammett Street.

Said property is subject to bond for title between Aplache Coin Laundry, Inc. (Seller) and SIA Investment, LLC c/o Bhaveshkumar Patel, (buyer), recorded 12/19/2013 in Book DE 2436, Page 4272 of the Register of Deeds of Greenville County, SC.

(c) 699 Arlington Road, Greer, SC 29651
Parcel ID: 9-03-03-004.00

All that certain piece, parcel or Lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, county of Spartanburg, shown as lot no. 27 of Apalache Mills, by Dalton & Neves, 1950, and recorded in the RMC office for

Spartanburg county in plat book 26 at page 24-31 and 34-43 and having such courses and distances as will appear by reference to said plat. For a more complete and particular description reference is hereby made to the above referred to plat.

ALSO:

All that lot of land in the County of Spartanburg, State of South Carolina, being shown as lot no. 28 on a plat entitled " property of Raymond J. Moon est.", recorded in the RMC office for Spartanburg County in plat book 74 at page 423 and according to said plat, having the following metes and bounds to-wit:

Beginning at an iron pin on line of a 4 foot sidewalk which runs along Arlington Road, at joint front corner of lots 28 and 29, and running thence with line of lots 29 s. 07-33 w. 77.6 feet to old pin on a closed alley; thence with the side alley, s. 83-39 e. 84.8 feet to an iron pin on the 4 foot sidewalk which runs along Arlington road; thence with the line of said sidewalk along the intersection of said two streets, the chords which are N. 11-38 W. 33.6 feet to an iron pin ; thence N. 38-38 W. 41 feet to an iron pin and thence n. 65-53 w. 45.13 feet to the point of beginning.

Subject to bond for title between MRJ Enterprises, LLC (Seller) and SIA Investment, LLC., c/o Bhaveshkumar Patel (Buyer) recorded 12/27/2013 In Deed 105b, Page 245 recorded in the Register of Deeds of Spartanburg County, SC.

(d) 2207 Racing Road, Greer, SC 29651
Parcel ID: 9-03-03-002.00 AND 9-03-03-004.00

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and Being in the State of South Carolina, County of Spartanburg, shown as lot no. 27 of Apalache Mills, by Dalton & Neves, 1950, and recorded in the RMC Office for Spartanburg County in Plat Book 26 at page 24-31 and 34-43 and having such courses and distances as will appear by reference to said Plat. For a more complete and particular description reference is hereby made to the above referred to plat.

ALSO:

All that lot of land in the County of Spartanburg, State of South Carolina, being shown as lot no. 28 on a plat entitled "Property of Raymond J. Moon Est.", recorded in the RMC Office for Spartanburg County in Plat Book 74 at page 423 and according to said Plat, having the following metes and bounds to-wit:

BEGINNING at an iron pin on line of a 4 foot sidewalk which runs along Arlington Road, at joint front corner of lots 28 and 29, and running thence with line of lots 29 s. 07-33 W. 77.6 feet to old pin on a closed alley; thence with the side alley, S. 83-39 E. 84.8 feet to an iron pin on the 4 foot sidewalk which runs along Arlington Road; thence with the line of said sidewalk along the intersection of said two streets, the chords which are n.

11-38 W. 33.6 feet to an iron pin ; thence N. 38-38 W. 41 feet to an iron pin and thence n. 65-53 w. 45.13 feet to the point of beginning.

Subject To Bond for Title between MRJ Enterprises, LLC (Seller) And SIA Investments, LLC c/o Bhaveshkumar Patel (Buyer) Recorded 12/27/2013 as Deed 105b, Page 245, in the Register of Deeds of Spartanburg County, SC.

(e) A lease-hold interest with an option to buy 401 Town Center, McCormick, SC.
Parcel ID: 089-01-00-011

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, county of McCormick, being shown and designated as lot 1, block 1, containing 1.207 acres, more or less, Tara commercial subdivision, Savannah Lakes Village on a certain plat recorded in plat book 14 at page 233. Reference is made to the aforementioned plat of survey and that record thereof for a more complete and accurate description.

NOTES:
Property address 401 Town Center North, McCormick, SC, the post office now carries this address as 128 SC Highway 7 # B, McCormick, SC 29835-2951.

Declaration of Covenants and Restrictions recorded in book 121, page 79 and book 89, page 131.

Memorandum of lease recorded in book 237 page: 63.

The above properties (a)(b)(c)(d) and (e), BEING the same properties conveyed to the UNITED STATES OF AMERICA by virtue of the case styled UNITED STATES OF AMERICA v. ANJAY PATEL, Criminal No. 5:CR00031, in the United States District Court for the Western District of Virginia, Harrisonburg, Division, Amended Orders of Forfeiture having been entered on August 29, 2013 and December 6, 2013, Document Nos. 653 and 717, and a Final Order of Forfeiture entered on June 25, 2014, Document No. 788 as recorded in:

Saluda County

Book_____, **Page**_____

Greenville County

Book_____, **Page**_____

Spartanburg County

Book_____, **Page**_____

McCormick County

Book_____, **Page**_____

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

SIA INVESTMENTS LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Dissolved

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 07/07/2009

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 09/03/2015

Registered Agent

Agent: BHAVESHKUMAR PATEL

Address: 305 S MAIN STREET
ABBEVILLE, South Carolina 29620

Official Documents On File

Filing Type	Filing Date
Dissolution	09/03/2015
Organization	07/07/2009

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For filing questions please contact us at **803-734-2158**

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LAW OFFICE

THE GARRETT LAW FIRM, P.C.
ATTORNEY AND COUNSELOR AT LAW

109 Oak Avenue
Greenwood, South Carolina 29646

Billy J. Garrett, Jr.

Telephone: (864) 229-8000
Facsimile: (864) 229-8001

March 21, 2012

Robert S. Hahn, Esquire
1819 Virginia Avenue
Harrisonburg, VA 22802

Re: Bhaveshkumar J. Patel / Sia Investments, LLC

Dear Mr. Hahn:

Bhavesh Patel has instructed me to make the following offer to buy out Anjay R. Patel's interest in Sia Investments, LLC (hereinafter referred to as "Sia") and Lucky Strike Amusements, LLC (hereinafter referred to as "Lucky Strike") as it relates to four (4) convenience stores in South Carolina.

Saluda location

Sia owns the real estate, gasoline tanks, pumps, canopies, and some inventory located at 401 North Main Street, Saluda, S.C. Bhavesh offers Thirty-Six Thousand Two Hundred Ten Dollars and No/100 Cents ($36,210.00) for Anjay's fifty-one percent (51%) interest in Sia as it relates to the real estate, gasoline tanks, pumps, canopies, and some inventory.

McCormick location

Sia has a recorded leasehold interest in the property located at 401 Town Center North, McCormick, S.C. Sia also owns some inventory at this location. Lucky Strike owns the gasoline tanks, pumps, and canopies at this location. Bhavesh offers Twelve Thousand Seven Hundred Fifty Dollars and No/100 Cents ($12,7500.00) for Anjay's fifty-one percent (51%) interest in Sia as it relates to the lease and inventory. Bhavesh offers Two Thousand Five Hundred Dollars and No/100 Cents ($2,500.00) for Lucky Strike's one hundred percent (100%) ownership interest in the gasoline tanks, pumps, and canopies. Bhavesh understands that even if the United States accepts his offer, this does not guarantee that he will be able to buy the real estate.

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Spartanburg and Greenville locations

Sia has an unrecorded Bond for Title for real estate located at 699 Arlington Road, Greer, S.C. (Spartanburg County) and an unrecorded Bond for Title for the real estate located at 200 Hammett Street, Greenville, S.C. (Greenville County). Even though payments are made to different LLC's for each property, upon information and belief, the same person owns both LLC's (MRJ Enterprises, LLC, for the Spartanburg property and Aplache Coin Laundry, Inc., for the Greenville property).

Bhavesh offers Forty Thousand Eight Hundred Dollars and No/100 Cents ($40,800.00) for Anjay's fifty-one percent (51%) interest in Sia as it relates to both parcels of real estate and any inventory and equipment still on the properties owned by Sia. Neither property contains gasoline tanks or pumps. Bhavesh understands that even if the United States accepts his offer, this does not guarantee that he will be able to have the original Bonds for Title recorded of public record in Spartanburg and Greenville counties.

All locations

If the United States accepts Bhavesh's offer, he will need to operate under the name Sia Investments, LLC, for a period of time. This means that the United States will have to agree that Anjay can be removed as an owner and member of Sia; that the United States will agree to release all tax liens, other encumbrances, bank account freezes and/or restraining orders against Sia; and that the State of South Carolina will agree to release all tax liens, other encumbrances, bank account freezes, and/or restraining orders against Sia. Bhavesh will need to have it so that Anjay's name is in no way associated with Sia and that Bhavesh suffers no repercussions on account of Anjay's involvement with Sia.

At each of the locations that will remain open, Bhavesh will need the ability to accept credit card payments and have this money deposited into a bank account that he can access. Also, Bhavesh needs to be able to sell lottery tickets at each of the locations that will remain open. These locations cannot sell lottery tickets because of the current federal litigation.

Please discuss the contents of this letter with the U.S. Attorney. If the federal government is agreeable to an eventual buyout, Bhavesh intends to create a new LLC to own and operate these properties as soon as practical. In the long run, Bhavesh wants nothing to do with Anjay Patel or with the name "Sia." Bhavesh has hired CPA Carole S. Cooley to handle his financial affairs, and Ms. Cooley is copied on this letter.

If Bhavesh is able to reach a purchase agreement with the federal government, I will be glad to prepare all necessary documents to be recorded in South Carolina. I will make sure that the correct paper trail is recorded of public record in all applicable counties.

I thank you for your cooperation in this matter. Please contact me at (864) 229-8000 if I can be of any further assistance.

Very truly yours,

THE GARRETT LAW FIRM, P.C.

Billy J. Garrett, Jr.

BJGjr/lhc
enclosures as indicated

cc: Carole S. Cooley, CPA
106 South Main Street
Fountain Inn, S.C. 29644-1910

Bhavesh J. Patel

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From: McGuire, Lisa (USAVAW)
To: Johnson, Victoria (USMS) (Victoria.Johnson@usdoj.gov)
Cc: Wright, Brittany (USAVAW) [Contractor] 3; Coombs, Hilary N. (ATF) (Hilary.N.Coombs@usdoj.gov); Schneider, Michael R. (ATF); Damiani, Brian (ATF) (Brian.Damiani@usdoj.gov)
Bcc: Terrien, Jeb (USAVAW); Kartic Padmanabhan (KPadmanabhan@usa.doj.gov)
Subject: U.S. v. Patel: Second Final Order of Forfeiture ($12,648.69 12-ATF-016233, and $136,000 in lieu of SIA Assets 12-ATF-022579, 14-ATF-006811, 14-ATF-006800, 14-ATF-006804, 14-ATF-006808, 14-ATF-006806)
Date: Friday, July 11, 2014 2:29:00 PM
Attachments: FOF 2nd Ord SIA Assets 788.pdf
Settlement SIA Deed - 7-11-2014.docx

Victoria:

1) Attached is the Second Final Order of Forfeiture Docket # 788.

2) Per the Settlement Agreement attached to the FOF and payment of the $136,000, attached is a Deed transferring title from the US to SIA Investments LLC. The Deed is pending execution by USMS. Per AUSA Terrien the executed Deed should be transmitted to counsel for SIA Investments c/o:

Robert S. Hahn

1819 Virginia Avenue

Harrisonburg, VA22802

Phone: 540-208-1501

Fax: 540-433-1104

3) The forfeited assets described in the Order should be linked to 13-ATF-025977 $400,000 money judgment. The $400,000 judgment less the value of the assets forfeited in the attached order, is $251,351.31.

(It is noted that a 170k wire transfer to the United States in partial satisfaction of the MJ is still pending transfer from a London Account held by defendant. AUSA Terrien has been in contact with counsel Paula Xinis re this issue.)

Brittany:

Please update CATS to reflect the Final Order as to these assets. Also, please prepare/transmit USM 285s for each asset to Victoria.

Thanks to all.

Lisa L. McGuire

Asset Forfeiture Paralegal Specialist

U.S. Attorney's Office

Western District of Virginia

BB&T Building

First Street, S.W. 9th Floor

Roanoke, VA 24011

540-857-2950 (fax 540-857-2614)

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Prepared by:

U.S. Attorney's Office
105 Franklin Road, S.W.
Roanoke, VA 24011
Court Case No. 5:11CR00031

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of May, 2014, by and between **UNITED STATES OF AMERICA**, hereinafter referred to as "Grantor", party of the first part; and **SIA INVESTMENTS LLC**, hereinafter referred to as "Grantee", party of the second part.

THAT for and in consideration of the sum of One Hundred Thirty-Six Thousand Dollars ($136,000.00), the consideration received therefore by the Grantor for the conveyance made hereby, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, subject to the matters described herein, does hereby grant, bargain, sell and convey to the Grantee, its interest, if any, in fee simple, and with SPECIAL WARRANTIES OF TITLE except as may otherwise set forth herein, all that lot or parcel of land, together with the improvements thereon and appurtenances thereunto, as described below. Grantor covenants to Specially Warrant the title to the property conveyed against any claim or action arising from the federal case as styled below involving all that certain lot or parcel of land, together with the improvements thereon and appurtenances thereunto, as described below. Grantor obtained the interest being conveyed herein as a result of the federal case styled *"UNITED STATES OF AMERICA V. ANJAY PATEL"*, Criminal No. 5:11CR00031, in the United States District Court for the Western District of Virginia, Harrisonburg Division, via Amended Orders of Forfeiture having been entered on August 29, 2013 and December 6, 2013, Document Nos. 653 and 717, and a Final Order of Forfeiture entered on _____, Document No. _____. Said property known as:

(a) 401 N Main Street, Saluda, SC 29138
Parcel ID # 079-20-07-022

All that certain piece, parcel or tract of land, with all improvements thereon, lying, situate and being in the State of South Carolina, Town and County of Saluda, containing 0.39 acres, more or less, as shown on a plat prepared for Miriam B. Adams by George S. Todd, RLS, dated June 9, 1995 and recorded in Plat Cabinet A Slide 21 at Page 4 in the Office of the Clerk of Court for Saluda County. For a more complete and particular description, reference is hereby made to the aforesaid plat.

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Being the same property conveyed to SIA Investments, LLC by deed of Miriam B. Adams dated September 18, 2009 and recorded September 25, 2009 in Book 891 at Page 134 in the Office of the Register of Deeds for Saluda County, South Carolina.

(b) 200 Hammett Street, Greenville, SC 29609
Parcel ID: 0153000201100

All that certain piece, parcel or lot of land situate, lying and being in the Greenville Township, Greenville County, State of South Carolina,

Being part of the Hammett Lands, and being the major portion of lot no. 6 as shown on a plat of said lands recorded in the Register of Deeds Office for Greenville County, SC in plat book HHH at page 835, and having the following metes and bounds, to wit:

Beginning on the north side of Hammett Street at the intersection of a road and running thence n. 21-1/2 e. 190 feet to a point on an alley; thence with said alley, n. 68-1/2 w. 91 feet to corner of lot no. 5 on said alley; thence with line of lot no. 5, s. 21-1/2 w., 190 feet to Hammett Street; Thence with HammettStreet, s. 68-1/2 e. 91 feet to the beginning corner, with being all of said Lot No. 6 except a strip 9 feet wide on the east side of said Lot, which strip constitutes the aforesaid road the intersects with Hammett Street.

Said property is subject to bond for title between Aplache Coin Laundry, Inc. (Seller) and SIA Investment, LLC c/o Bhaveshkumar Patel, (buyer), recorded 12/19/2013 in Book DE 2436, Page 4272 of the Register of Deeds of Greenville County, SC.

(c) 699 Arlington Road, Greer, SC 29651
Parcel ID: 9-03-03-004.00

All that certain piece, parcel or Lot of land, with all improvements thereon, situate, lying and being in the State of south Carolina, county of Spartanburg, shown as lot no. 27 of Apalache Mills, by Dalton & Neves, 1950, and recorded in the RMC office for Spartanburg county in plat book 26 at page 24-31 and 34-43 and having such courses and distances as will appear by reference to said plat. for a more complete and particular description reference is hereby made to the above referred to plat.

ALSO:

All that lot of land in the County of Spartanburg, State of South Carolina, being shown as lot no. 28 on a plat entitled " property of Raymond J. Moon est.", recorded in the RMC office for Spartanburg county in plat book 74 at page 423 and according to said plat, having the following metes and bounds to-wit:

Beginning at an iron pin on line of a 4 foot sidewalk which runs along Arlington Road, at joint front corner of lots 28 and 29, and running thence with line of lots 29 s. 07-33 w. 77.6 feet to old pin on a closed alley; thence with the side alley, s. 83-39 e. 84.8 feet to an

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iron pin on the 4 foot sidewalk which runs along Arlington road; thence with the line of said sidewalk along the intersection of said two streets, the chords which are N. 11-38 W. 33.6 feet to an iron pin ; thence N. 38-38 W. 41 feet to an iron pin and thence n. 65-53 w. 45.13 feet to the point of beginning.

Subject to bond for title between MRJ Enterprises, LLC (Seller) and SIA Investment, LLC., c/o Bhaveshkumar Patel (Buyer) recorded 12/27/2013 In Deed 105b, Page 245 recorded in the Register of Deeds of Spartanburg County, SC.

(d) 2207 Racing Road, Greer, SC 29651
Parcel ID: 9-03-03-002.00 AND 9-03-03-004.00

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and Being in the State of South Carolina, County of Spartanburg, shown as lot no. 27 of Apalache Mills, by Dalton & Neves, 1950, and recorded in the RMC Office for Spartanburg County in Plat Book 26 at page 24-31 and 34-43 and having such courses and distances as will appear by reference to said Plat. For a more complete and particular description reference is hereby made to the above referred to Plat.

ALSO:

All that lot of land in the County of Spartanburg, State of South Carolina, being shown as lot no. 28 on a plat entitled "Property of Raymond J. Moon Est.", recorded in the RMC Office for Spartanburg County in Plat Book 74 at page 423 and according to said Plat, having the following metes and bounds to-wit:

BEGINNING at an iron pin on line of a 4 foot sidewalk which runs along Arlington Road, at joint front corner of lots 28 and 29, and running thence with line of lots 29 s. 07-33 W. 77.6 feet to old pin on a closed alley; thence with the side alley, S. 83-39 E. 84.8 feet to an iron pin on the 4 foot sidewalk which runs along Arlington Road; thence with the line of said sidewalk along the intersection of said two streets, the chords which are n. 11-38 W. 33.6 feet to an iron pin ; thence N. 38-38 W. 41 feet to an iron pin and thence n. 65-53 w. 45.13 feet to the point of beginning.

Subject To Bond for Title between MRJ Enterprises, LLC (Seller) And SIA Investments, LLC c/o Bhaveshkumar Patel (Buyer) Recorded 12/27/2013 as Deed 105b, Page 245, in the Register of Deeds of Spartanburg County, SC.

(e) A lease-hold interest with an option to buy 401 Town Center, McCormick, SC.
Parcel ID: 089-01-00-011

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, county of McCormick, being shown and designated as lot 1, block 1, containing 1.207 acres, more or less, Tara commercial subdivision, Savannah Lakes Village on a

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certain plat recorded in plat book 14 at page 233. Reference is made to the aforementioned plat of survey and that record thereof for a more complete and accurate description.

NOTES:
Property address 401 Town Center North, McCormick, SC, the post office now carries this address as 128 SC highway 7 # b, McCormick, SC
29835-2951

Declaration of Covenants and Restrictions recorded in book 121, page 79 and book 89, page 131
Memorandum of lease recorded in book 237 page: 63.

BEING the same property conveyed to the UNITED STATES OF AMERICA by virtue of the case styled UNITED STATES OF AMERICA v. ANJAY PATEL, Criminal No. 5:CR00031, in the United States District Court for the Western District of Virginia, Harrisonburg, Division, Amended Orders of Forfeiture having been entered on August 29, 2013 and December 6, 2013, Document Nos. 653 and 717 and a Final Order of Forfeiture entered on _____, Document No. _____.

This conveyance is made subject to the conditions, restrictions, easements and rights-of-way found in Deeds, liens, and other documents forming the chain of title. This includes but is not limited to the mortgage given by Anjay Patel and SIA investments, LLC to Miriam B. Adams dated September 21, 2009 and recorded in the Office of the Clerk of Court for Saluda County on September 25, 2009 in Book 891 at page 138 regarding 401 N Main Street, Saluda, SC 29138 (property "(a)" above).

WITNESS the following Signatures and Seals:

UNITED STATES OF AMERICA (SEAL)

_____

BY: _____

STATE OF VIRGINIA

CITY OF ROANOKE

I hereby certify on this ____ day of May, 2014, before me, the subscriber, a Notary Public of the State of Virginia, personally appeared _____, _____, Western District of Virginia, on behalf of the United States of America, whose name is subscribed to the within instrument, and acknowledged the foregoing deed to be his act under authority of the Grantor and also certify that the consideration recited herein is true and correct.

_____
Notary Public

My Commission Expires: _____

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Sep 13 2021
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Keith R. Kelly, Circuit Judge

Case No. 2020-001385

Bhavesh Patel , Respondent,

v.

Anjay Patel Appellant,

CERTIFICATE OF COUNSEL

I The undersigned certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 13, 2021

/s John Strickland
John Strickland
184 N. Daniel Morgan Ave
Spartanburg, South Carolina 29306
(864) 699-8164

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