

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
)
 Greenville Dental Office Management)
 Group, LLC, a limited liability company,)
 proceeding pursuant to 33-44-1101 by)
 and through its member, Bhaskar Savani,)
 D.M.D.,)
)
 Plaintiff,)
)
 v.)
)
 Jon Julian, D.D.S., Blake Julian, D.D.S.,)
 Greenville Dental Management Group,)
 P.A.,)
)
 Defendants.)
)
 _____)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

ORDER APPOINTING RECEIVER

C.A. No. 2020-CP-23-03922



This matter came before me for a hearing upon Plaintiff Greenville Dental Office Management Group, LLC’s Motion for Appointment of Receiver. The motion was heard by the Court on April 8, 2021. Counsel for the parties were present.

Upon reviewing the record, the evidence, and the applicable law and hearing statements and representations of counsel, I find that Plaintiff’s Motion for Appointment of Receiver should be granted and a receiver should be appointed with authority as detailed below upon threat of contempt and sanctions by this Court for willful failure to cooperate with the receiver.

PRELIMINARY FINDINGS OF FACT¹

1. On June 26, 2017, Jon Julian, The Dental Retreat at Mountain Park, LLC, Northstar Dental Education for Dental Professionals, LLC, Blake Julian, Signature Smiles, LLC, Bhaskar Savani, and American Dental Management Group, LLC executed a memorandum of understanding (“the MOU”).
2. Pursuant to the MOU, Jon Julian and Blake Julian formed Greenville Dental Management Group, P.A. (“the Clinical Company”).
3. Pursuant to the MOU, Jon Julian, Blake Julian, and Bhaskar Savani formed Plaintiff (“GDMG”).
4. Paragraph 4 of the MOU states:

ASSIGNMENT OF COLLECTIONS. Clinical Company shall assign to GDMG all collections for clinical dental services rendered by Clinical Company dental professionals and all revenues derived from dental related sales commissions and professional education seminars, lectures and course materials. Clinical Company shall deposit all revenue after payment for Clinical Company payroll and compensation for dental professionals to GDMG. All other related expenses shall be paid by GDMG and net profits, if any, shall be distributed to members of GDMG in accordance with this MOU and the Operating Agreement of GDMG.
5. Since May 1, 2020, the aforementioned individuals and entities have failed to assign or deliver any collections as required by the MOU.
6. Since January 1, 2021, the aforementioned individuals have refused to pay rent and bills required to be paid from the withheld collections.

¹ These findings are made solely for the purpose of this Order and do not preclude a full trial on the merits of any claims, counterclaims, or defenses in this litigation. The Court acknowledges that Defendants dispute the allegations made by Plaintiffs in the Amended Complaint and the motion documents and, more specifically dispute that the MOU is an enforceable agreement, but because this is a preliminary order, neither the findings of fact or conclusions of law are binding upon the trial judge.

7. While failing to assign or deliver collections or pay bills from the withheld collections, Defendants Jon Julian and Blake Julian have continued to pay themselves a salary from said collections.

CONCLUSIONS OF LAW

8. The foregoing Findings of Fact are denominated Conclusions of Law to the extent that they constitute the same.
9. A receiver may be appointed before judgment, on the application of either party, when he establishes an apparent right to property which is the subject of the action and which is in the possession of an adverse party and the property, or its rents and profits, are in danger of being lost or materially injured or impaired. S.C. Code Ann. § 15-65-10(1).
10. Pursuant to the MOU, Plaintiff has an apparent right to the collections of the Clinical Company.
11. The collections of the Clinical Company are in the possession of Defendants and they admit they will not deposit said revenue with Plaintiff as required by the MOU.
12. A portion of the collections of Clinical Company are in danger of being lost because Defendants admit paying salaries to themselves from the collections before paying the expenses of Plaintiff as required by the MOU.
13. South Carolina law allows for the appointment of a receiver under the facts of this case.
14. The Court concludes that Plaintiff is entitled to the appointment of a receiver to perform the following:
 - a. Account for all collections of Greenville Dental Management Group, P.A., Jon Julian, The Dental Retreat at Mountain Park, LLC, Northstar Dental Education

for Dental Professionals, LLC, Blake Julian, and Signature Smiles, LLC after May 1, 2020 until further order of this Court.

- b. Take possession of all collections of Greenville Dental Management Group, P.A., Jon Julian, The Dental Retreat at Mountain Park, LLC, Northstar Dental Education for Dental Professionals, LLC, Blake Julian, and Signature Smiles, LLC after May 1, 2020 until further order of this Court.
- c. Until further order of this Court, apply collections in the following order pursuant to the MOU:
 - i. Pay for the receiver's fees and costs;
 - ii. Pay payroll for Greenville Dental Management Group, P.A. staff where payroll does not include compensation for Bhaskar Savani, Jon Julian, or Blake Julian.
 - iii. Pay expenses of Greenville Dental Office Management Group, LLC.
 - iv. Once Greenville Dental Office Management Group, LLC has three-months' working capital (based upon average monthly overhead/expense/liability of the Clinical Company as determined by the receiver), then pay any unpaid compensation or share of profits owed to Bhaskar Savani, Jon Julian, and Blake Julian pursuant to their respective Dental Director and Service Agreements.

NOW, THEREFORE, based upon the foregoing findings of fact and conclusions of law,

IT IS THEREFORE ORDERED that:

1. Thomas W. Traxler ("Receiver") is hereby appointed as Receiver to perform the duties detailed above.

2. Within ten (10) business days following the entry of this Order, and on an ongoing basis as long as this Order remains in effect, Defendants shall surrender and deliver possession of all collections for Greenville Dental Management Group, P.A., Jon Julian, The Dental Retreat at Mountain Park, LLC, Northstar Dental Education for Dental Professionals, LLC, Blake Julian, and Signature Smiles, LLC received after May 1, 2020 to Receiver.
3. Within ten (10) business days following the entry of this Order, and on an ongoing basis as long as this Order remains in effect, Defendants shall deliver documentation to Receiver that, in Receiver's discretion, are necessary to account for the collections of Greenville Dental Management Group, P.A., Jon Julian, The Dental Retreat at Mountain Park, LLC, Northstar Dental Education for Dental Professionals, LLC, Blake Julian, and Signature Smiles, LLC received after May 1, 2020.
4. Receiver will furnish to the Court and to the parties quarterly statements showing collections received and expenses paid by Receiver. The parties will be entitled to inspect the books and records of Receiver concerning funds held pursuant to this Order at reasonable times and with reasonable notice.
5. Without further Order of the Court, Receiver shall be entitled to payment of professional fees and expenses incurred by Receiver. Receiver's professional fees shall be charged at \$____ per hour for Receiver's time and at such lesser rates as he ordinarily charges for paralegal time. All photocopies and facsimile charges along with necessary out-of-pocket expenses (including travel and lodging) will be billed at cost. All fees and expenses of Receiver shall be accounted for in the Quarterly Statement of Operations.

6. Receiver will have such additional powers as are provided by law and as this Court may from time to time direct.
7. No person or entity shall file suit against Receiver for actions taken in compliance with this Order.
8. Receiver may, in its discretion, notify this Court and the parties to this action that the Receivership is not practical, and upon such notice all duties of Receiver shall terminate except with regard to liabilities which arise prior to the date of the notice. The Court, following another hearing, may then appoint a new Receiver to take any and all such other action as it deems appropriate. Receiver shall turn over all of the assets and records secured pursuant hereto to any successor receiver appointed by the Court and shall file a final accounting with the Court.
9. All persons who receive notice of this Order are enjoined from interfering with the powers and duties of the Receiver.
10. Receiver and the parties to this case may at any time apply to this Court for instructions or orders and for further powers necessary to enable Receiver to perform Receiver's duties properly.

IT IS SO ORDERED.

[Electronic signature follows on separate page]



Greenville Common Pleas

Case Caption: Greenville Dental Management Office Group LLC , plaintiff, et al vs.
Jon Julian , defendant, et al
Case Number: 2020CP2303922
Type: Order/Other

So Ordered

s/Alex Kinlaw, Jr., #2763