THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Hon. Edward W. Miller, Judge

Appellate Court Case No. 2022-001619

ScanSource, Inc., Respondent,

v.

Dependable Technology Center, LLC,
and George G. Moraru, Appellants.

BRIEF OF RESPONDENT

Craig H. Allen
Craig H. Allen, P.A.
Post Office Box 10854
Greenville, South Carolina 29603
(864) 239-0444
Attorney for Respondent

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Other Authorities

STATEMENT OF ISSUES ON APPEAL

I. DID THE TRIAL COURT ERR IN FINDING THAT A VERDICT IN FAVOR OF THE APPELLANTS WAS NOT REASONABLY POSSIBLE UNDER THE EVIDENCE PRESENTED AT TRIAL?

II. DID THE TRIAL COURT ERR BY GRANTING RESPONDENT'S MOTION FOR DIRECTED VERDICT AT THE CONCLUSION OF APPELLANTS' PROFFER?

III. DID THE TRIAL COURT ERR IN FINDING THE PERSONAL GUARANTY OBLIGATION BINDING UPON APPELLANT MORARU?

IV. DID THE TRIAL COURT ERR IN AWARDING JUDGMENT IN AN AMOUNT IN EXCESS OF $5,000.00?

STATEMENT OF THE CASE

Respondent, ScanSource, Inc., commenced this action by filing its Summons and Complaint on September 13, 2019 alleging a cause of action to recover an unpaid account balance due from Appellant, Dependable Technology Center, LLC, for goods sold and delivered on open account, and from Appellant, George G. Moraru, on his personal guaranty of payment. Appellants timely filed their Answer and demanded a jury trial. The case was called for trial on October 17, 2022, before The Honorable Edward W. Miller. Testimony and other evidence was submitted. At the conclusion of the evidence, and upon motion, Judge Miller granted a directed verdict in favor of Respondent, and the Order for Judgment was filed October 20, 2022, granting Respondent judgment against Appellants for $149,379.07. Thereafter, Appellants filed their Notice of Appeal.

STATEMENT OF FACTS

Appellant, Dependable Technology Center, LLC (hereinafter "DTC"), applied for credit with Respondent, ScanSource, Inc., and Appellant, George G. Moraru (hereinafter "Moraru"), executed and delivered to Respondent his personal guaranty agreement guaranteeing payment for all debts due or to become due by DTC. R. p. 43, line 19; R. p. 79 - 82. The agreed account terms provided for recovery of interest at 1.5% per month and collection costs including reasonable attorneys fees. R. p. 39, line 6 – p. 41, line 11. Subsequently, additional credit applications were executed by Moraru on behalf of DTC and submitted to Respondent. R. p. 45, line 1 – p. 47, line 17. These credit applications contained the same terms. R. p. 45, line 1 – p. 47, line 17; R. p. 83 - 85. Steven Zielinski (hereinafter, "Zielinski"), Respondent's Director of Financial Services, testified that the credit application and guaranty agreement were relied upon to extend credit to Appellants. R. p. 43, lines 15 - 19. Invoices for goods sold to DTC by Respondent were identified and submitted in evidence, together with a statement of account. R. p. 47, line 18 – p. 50, line 13. The balance due to Respondent on the account and guaranty of Appellants was $149,379.07, including interest. R. p. 54, lines 4 – 20; R. p. 86 – 90; R. p. 98. On cross examination of Zielinski, Appellants' counsel attempted to present an e-mail document that had not been produced in response to discovery requests. R. p. 60, line 3 – p. 61, line 5. Upon objection by Respondent, the jury was excused and the objection was argued by counsel to the Court. R. p. 60, line 6 – p. 62, line 19. The purported email in question was not provided to Respondent prior to trial although Respondent had requested documents in discovery and had received none. R. p. 60, line 19 – p. 62 line 15. This fact was not disputed by Appellants. Appellants were allowed to make an offer of proof

regarding the purported email, still outside the presence of the jury. R. p. 62, line 16 – p. 72 – line 8. During the offer of proof, the Court made an oral ruling that the personal guarantee was valid and binding on Moraru. R. p. 71, line 21 – p. 72, line 8. Thereafter, Appellants stated they saw no reason to continue with the trial. R. p. 72, line 9 – p. 74, line 13; p. 75, line 21. Neither Respondent nor Appellants had any further witnesses. R. p. 76, line 21 – p. 77, line 8. After the jury had been excused from the courtroom, the jury heard no further testimony, nor was any further evidence presented to them, including the proffer. See R. p. 60, line 17. Appellants did not resume their cross-examination of Zielinski in the presence of the jury, although the Court stated Appellants could use the information in the email document for impeachment purposes. R. p. 70, lines 14 – 16; p 71, line 24 – p. 75, line 13. Appellants made no attempt to submit the proffered testimony to the jury.

Accordingly, there being no further examination or evidence proposed by either party, Respondent moved for directed verdict, which was granted by the Court. R. p. 76, line 22 – p. 77, line 8.

ARGUMENTS

I. THE TRIAL COURT PROPERLY FOUND THAT A VERDICT IN FAVOR OF APPELLANTS WOULD NOT BE REASONABLY POSSIBLE UNDER THE EVIDENCE PRESENTED AT THE TRIAL.

This was a contract action for enforcement of an account debt and guaranty of payment. Accordingly, this was an action at law. See Crafton v. Brown, 346 S.C. 347, 550 S.E.2d 904 (Ct.App. 2001). The Supreme Court has stated the standard of review of a directed verdict as follows:

> In reviewing a directed verdict, this Court must determine whether a verdict for the party opposing the motion would have been reasonably possible under the facts. ... The issue must be submitted to a jury whenever there is material evidence tending to establish the issue in the mind of a reasonable juror. ... However, this rule does not authorize submission of speculative, theoretical and hypothetical views to the jury. We have repeatedly recognized that when only one reasonable inference can be deduced from the evidence, the question becomes one of law for the court. ... A corollary of this rule is that verdicts may not be permitted to rest upon surmise, conjecture or speculation.

Hanahan v Simpson, 326 S.C. 140, 485 S.E.2d 903, 908 (Ct.App. 1987), superseded on other grounds by statute, S.C. Code Ann. § 15-26-10(C)(1).

At trial Respondent presented testimony and documentary evidence of the submission of credit applications and a guaranty of payment thereon. R. p. 38, line 3 – p. 55, line 3. The testimony and records presented by Respondent at trial showed that Dependable Technology Center, Inc. (hereinafter "DTC") applied for credit and George Moraru (hereinafter, "Moraru") submitted a personal guaranty agreement for all sums then or thereafter owed by DTC to Respondent, that goods were ordered by DTC and shipped to them, and that a balance remained due to Respondent for goods sold and delivered in the amount of $149,379.07. R. p. 39, line 6 – p. 43, line 19; p. 47, line 18 – p. 55, line 3; R. p. 79 - 98. Appellants briefly cross-examined Respondent's witness, Zielinski, its

Director of Financial Services. R. p. 55, line 9 – p. 60, line 17. However, the only purported evidence relied upon by Appellants to create a factual issue is referenced only in Appellants' offer of proof regarding an e-mail document first produced at trial by Appellants. Respondent objected to the use and introduction of the e-mail document on the grounds that it had not been produced in response to discovery. R. p. 60, lines 6 – 17. The trial court allowed Appellants to make an offer of proof as to the e-mail document. R. p. 62, lines 16 – 18. The Appellants' offer of proof was made outside the presence of the jury. R. p. 60, lines 12 – 17. "A proffer is not evidence, ipso facto." Crawley v. Ford, 43 Va.App. 308, 597 S.E.2d 264, 268 (Va.App. 2004), quoting United States v. Reed, 114 F.3d 1067, 1070 (10th Cir. 1997). As a result of the proffer, the e-mail document was not admitted into evidence, although the trial court stated that it would allow Appellants to cross-examine Zielinski on the e-mail. R. p. 73, line 9 – p. 74, line 13. Despite this, the cross-examination never resumed, and no portion of the proffered testimony was presented to the jury. The Trial Court attempted several times to bring the jury back in so Appellants could complete their cross-examination, however Appellants repeatedly stated that they saw no reason to proceed with any further cross-examination or witnesses in the action. R. p. 72, lines 7 – p. 73, line 1, p. 73, line 20 – p. 74, line 8. And Appellants did not proceed with further cross-examination when given the opportunity to do so and did not seek to present the proffered testimony before the jury. R. p. 74, line 5 – p. 78, line 11. When the parties were asked if there were any further witnesses, Appellants did not offer up any. R. p. 76, line 22, p. 77, line 8. Appellants plainly stated their intent not to proceed with the trial any further. R. p. 74, lines 8 - 22.

Therefore, the only evidence presented to the jury was the testimony from Zielinski and documents supporting the Respondent's claims. There was no evidence presented to the jury from which they could reasonably find in favor of the Appellants. Appellants' counsel declined to prolong the trial any longer on the apparent belief that the trial court's oral ruling ended the case. However, "[n]o order is final until it is written and entered." First Union Nat'l. Bank v. Hitman, Inc., 306 S.C. 327, 411 S.E.2d 681, 682 (Ct.App. 1991), aff'd. 308 S.C. 421, 418 S.E.2d 545 (1992). See also Rule 58(a) SCRCP.

> "Until written and entered, the trial judge retains discretion to change his mind and amend his oral ruling accordingly." Ford v. State Ethics Comm'n, 344 S.C. 642, 646, 545 S.E.2d 821, 823 (2001); First Union Nat'l Bank, 306 S.C. at 329, 411 S.E.2d at 682. See also Case v. Case, 243 S.C. at 451, 134 S.E.2d at 396 (holding even if the trial judge made oral ruling in favor of one party, such pronouncement is not a final ruling on the merits nor is it binding on the parties until it has been reduced to writing, signed by the judge, and delivered for recordation).
>
> "It is well settled that a judge is not bound by a prior oral ruling and may issue a written order which is in conflict with the oral ruling." Badeaux v. Davis, 337 S.C. 295, 204, 522, S.E.2d 835, 839 (Ct.App. 1999). See also Owens v. Magill, 308 S.C. 556, 419 S.E.2d 786 (1992) (ruling judge was not bound by prior oral ruling and could issue written order which conflicted with prior oral ruling).

Corbin v. Kohler Co., 351 S.C. 613, 621, 571 S.E.2d 92 (Ct.App. 2002). Additionally, "[a]rguments made by counsel are not evidence." S.C. Dept. of Transp. v. Thompson, 357 S.C. 101, 590 S.E.2d 511, 513 (Ct.App. 2003). Respondent's testimony in the record was that the account was opened and goods sold to DTS in reliance upon the guaranty of Moraru. See R. p. 43, lines 15 – 19; p. 44, lines 7 – 12; p. 47, lines 10 – 17. Appellants failed to present any testimony or documentary evidence to the jury raising any issues of fact with regard to the claims established by Respondent.

In Gosnell v. S.C. Dept. of Highways and Public Transp., 282 S.C. 526, 320 S.E.2d 454 (Ct.App. 1984), the plaintiff had run into a motor grader operated by the

Highway Department. Gosnell claimed that the motor grader had moved suddenly out onto the highway into the path of his car. The Highway Department moved for directed verdict and judgment n.o.v. The Court of Appeals noted:

> South Carolina adheres to the rule which requires submission of an issue to a jury whenever there is material evidence tending to establish the issue in the mind of a reasonable juror. ... However, this rule does not authorize the submission of speculative, theoretical and hypothetical views to the jury. While adhering to the scintilla rule, our Supreme Court has repeatedly recognized another equally important rule which provides that when only one reasonable inference, not just one inference, can be deduced from the evidence, the question becomes one of law for the court.

Id., at 457. The Court of Appeals reversed the trial court's denial of the Highway Department's motion for judgment n.o.v., holding:

> ... that the testimony of Gosnell and Moore that they did not recall seeing the grader in the roadway, when viewed in light of the direct evidence by Gosnell's own witness, Kelly, (and other eyewitnesses) that the grader was clearly visible in the roadway and Gosnell just "plain" ran into its rear, does not give rise to a reasonably inference that the grader suddenly darted out in front of Gosnell's car. The record fails to show the facts to be other than as Gosnell's witness Kelly and the other eyewitnesses testified.

Id., at 457-458.

Similarly here, based on the evidentiary record presented to the jury, there was simply no evidence presented from which the jury could have reasonably found in favor of the Appellants. Therefore, the judgment of the trial court should be affirmed.

II. THE TRIAL COURT PROPERLY GRANTED RESPONDENT'S MOTION FOR DIRECTED VERDICT BECAUSE APPELLANTS STATED THAT THEY WOULD NOT PROCEED FURTHER WITH THE TRIAL.

After Respondent's direct testimony and a short cross-examination before the jury, the jury was excused and Appellants made a proffer of some further cross examination testimony and an e-mail document. R. p. 62, line 20 – p. 68, line 19; R. p. 99 - 100. After the proffer, no further evidence or testimony, including the proffered testimony, was presented to the jury. Appellants stated to the trial court that there was no need for the trial to continue and waived further proceedings. R. p. 74, lines 5 – 22; p 75, lines 10 – 21; p 76, line 22 – p. 77, line 1. The Court asked the parties if there were any further witnesses and neither party offered any. R. p. 76, line 22 – p. 77, line 8; p. 74, line 19 – 22; p. 75, lines 11-13. Appellants thereby clearly indicated no intention to proceed further with the trial. There was no opposition to the motion for directed verdict based upon Appellants not having had an opportunity to be heard or present their case. R. p. 74 line 23 – p. 77, line 8. Upon the granting of Respondent's motion for directed verdict, the trial was ended. After entry and filing of the written Order granting Respondent its verdict, there were no post-trial motions filed by Appellants seeking to set aside, reconsider, alter or amend the judgment, or for new trial.

Appellants cannot now argue that they had no opportunity to present witnesses and evidence, as they were present at trial and voluntarily offered no witnesses or evidence. R. p. 25, lines 6 – 8; p. 35, line 19 – p. 36, line 3; p. 72, line 7 – p. 73, line 1; p. 73, line 20 – p. 74, line 8; p. 76, line 21 – p. 77, line 8. During its proffer, Appellants ceased their cross-examination and proposed to confess judgment on behalf of DTC, stating "and that should end the case." R. p. 74, lines 8 – 22. No further cross-examination was

presented, despite several attempts by the Court to bring back the jury to resume the trial. R. p. 72, line 7 – p. 73, line 1; p. 73, line 20 – p. 74, line 6. Appellants recognized their right to proceed with further cross-examination before the jury, but elected not to do so. R. p. 71, line 24 – p. 72, line 8; p. 72, line 20 – p. 73, line 21; p. 74, line 4 – p. 77, line 8. Appellants advised that they did not want to waste the Court's or the jury's time any further. R. p. 75, lines 10 – 13. No opposition to the directed verdict motion was made on the basis of Appellants' alleged lack of opportunity to present its case. Appellants simply elected to not proceed any further and conceded there were no issues with the principal balance due by DTC on the account debt. R. p. 74, line 8 – p. 75, line 13. Clearly, Appellants had the opportunity to pursue its cross examination of Respondent's witness and to present its case to the jury. However, Appellants plainly "gave up," despite the fact that an oral ruling by the trial court is not binding on the parties or the court until written and entered, and even after the trial court reiterated that a final decision had not been earlier made on the directed verdict. See R. p. 74, line 19 – p. 75, line 6. See Corbin v. Kohler Co., id. The trial court did not prohibit Appellants from completing their cross-examination, nor from presenting their case, and only granted the directed verdict after Appellants stated there was no reason to proceed with the trial further. R. p. 75, lines 11-13.

In addition, a party cannot argue on appeal an issue not first raised to the trial court and ruled upon by it. Revis v. Barrett, 321 S.C. 206, 467 S.E.2d 460 (Ct.App. 1996). At the time of the directed verdict motion, Appellants did not raise an argument that they had not had an opportunity to be heard. R. p. 74, line 23 – p. 77, line 8. Therefore, those arguments cannot now form the basis for this appeal. Accordingly, the judgment of the trial court should be affirmed.

III. BECAUSE THE GUARANTY WAS GIVEN FOR CREDIT TO BE EXTENDED IN THE FUTURE, AND CREDIT WAS IN FACT EXTENDED IN RELIANCE THEREON, THE EVIDENCE PRESENTED SUPPORTS THE FINDING THAT THE GUARANTY WAS BINDING ON APPELLANT GEORGE MORARU.

The credit applications and guaranty, as well as Respondent's other exhibits, presented at trial were all entered into evidence without objection. Accordingly, the evidence became competent. Wayne Smith Const. Co., Inc. v. Wolman, Duberstein, and Thompson, 294 S.C. 140, 363 S.E.2d 115 (Ct.App. 1987). As such, the evidence must be considered on Respondent's motion for directed verdict. Cantrell v. Carruth, 250 S.C. 415, 158 S.E.2d 208 (1997).

The guaranty was given in anticipation of the extension of credit. R. p. 82. The guarantor further consented to changes in the terms of the indebtedness and "any and all renewals or modifications of extension of trade credit." R. p. 82. Extension of credit to the principal debtor is sufficient consideration to bind the guaranty of an individual. Woods v. Universal C.I.T. Credit Corp., 110 Ga.App. 394, 138 S.E.2d 593 (Ga.App. 1964). 38 Am.Jur. 2d, Guaranty §27 (2019). See PPG Industries, Inc. v. Orangeburg Paint & Decorating Center Inc., 297 S.C.176, 375 S.E.2d 331 (Ct.App. 1988). See also Porter Bros., Inc., v. Smith, 284 S.C. 292, 325 S.E.2d 588 (Ct.App. 1984).

"Valuable consideration may consist of some right, interest, profit or benefit accruing to one party or some forbearance, detriment, loss or responsibility given, suffered or undertaken by the other." McPeters v. Yeargin Const. Co., Inc., 290 S.C. 327, 350 S.E.2d 208, 211 (Ct.App. 1986). "Moreover, 'it is not necessary that the guarantor derive any benefit from either the principal contract or the guaranty' as long as there is a benefit to the obligor or a detriment to the creditor." Crafton v. Brown, id. at 354, quoting in part 38A C.J.S. Guaranty § 29 (1996). Based on the only evidence presented to the jury, credit

was extended to DTC in reliance upon this guaranty. R. p. 43, lines 15 – 19. The proffered testimony was not entered into evidence and was not presented to the jury. See Crawley v. Ford, id.

"A guaranty is a contract and should be construed based on the language used by the parties to express their intentions." TranSouth Financial Corp. v. Cochran, 324 S.C. 290, 478 S.E.2d 63, 65 (Ct.App. 1996). The plain terms of the guaranty contemplated future credit which would become due for merchandise to be sold to DTC. Accordingly, this is not a case of an existing debt for which a guaranty is later given, which would have required some new consideration. See Branch Banking v. Carolina Crank & Core, 362 S.C. 647, 608 S.E.2d 896 (Ct.App. 2005). The recollection of Zielinsky, according to his testimony presented to the jury, was that the initial sale to DTC was in 2013. R. p. 44, lines 7 - 12. Even if, contrary to the only testimony presented to the jury, credit was not extended to DTC until sometime after subsequent credit applications were submitted by Appellants to Respondent, nothing in the clear language of the guaranty terminates it or makes it inapplicable to any later credit applications or credit sales. And the guaranty clearly applied to future transactions by its very language. The extension of the credit is the consideration for the guaranty, and the guaranty was given to Respondent and relied upon by Respondent in granting the credit terms to DTC. R. p. 43, lines 15 – 19; R. p. 82. Foote & Davies, Inc. v. Arnold Craven, Inc., 72 N.C.App. 591, 324 S.E.2d 889 (N.C.App. 1985).

The facts of Foote & Davies, Inc. v. Arnold Craven, Inc., id., are similar to the alleged facts in the Appellants' proffer. A proposal to print catalogs for the principal debtor was made by the creditor. Enclosed with the proposal was a proposed guaranty agreement. The proposal was accepted and signed, and the guaranty was retyped by the

guarantor and then signed and sent to the creditor. Thereafter the creditor learned that the principal debtor was having trouble raising operating capital. Further discussions took place between the parties. Subsequently the catalogs were printed for the principal debtor and invoices were sent. The principal debtor then filed bankruptcy, and the creditor sued the guarantor on the guaranty of payment. The court there held that the extension of credit by the obligee to the principal debtor supplied the consideration for both the principal debt and the guaranty. Similarly in the case at bar, Respondent requested a personal guaranty from Moraru in connection with his request for sales on credit to DTC. R. p. 41, line 16 – p. 43, line 19. Credit was extended to DTC in reliance upon the guaranty and at the request of Appellants. Even if the proffered testimony had been submitted in evidence, it shows at best that additional discussions may have occurred regarding what was needed to open the credit account. But in any event, the account was opened with no revocation, termination or withdrawal of the guaranty of payment. Arguments of counsel cannot substitute for evidence. See S.C. Dept. Transp. v. Thompson, id. Therefore, the extension of credit by Respondent to DTC, in reliance upon the guaranty, supplied the consideration for both the principal debt and the guaranty.

Again, the allegations that Appellants rely upon were posited only during the proffer and were not presented to the jury. R. p. 62, line 20 – p. 68, line 19. As noted above, Appellants never attempted to resume cross-examination, nor move the proffered testimony into evidence, nor otherwise proceed with the trial. R. p. 75, lines 10 – 13; p. 74, lines 5 – 22; p. 75, lines 10 – 21; p. 76, line 22 – p. 77, line 1. Instead, Appellants clearly represented to the trial court that they saw no reason to proceed further with the trial. R. p. 74, lines 5 – 22; p. 75, lines 10 – 21; p. 76, line 22 – p. 77, line 1. And the clear

language of the guaranty did not make it subject to any specific credit application or any specific sales, but to all sales thereafter on credit to DTC. See Pee Dee State Bank v. National Fiber Corp., 287 S.C. 640, 340 S.E.2d 569 (Ct.App. 1985).

Therefore, the evidence presented leads to only one reasonable inference, that being that the credit was extended to DTC in reliance upon the guaranty of Moraru, and the judgment of the trial court should be affirmed.

IV. THE TRIAL COURT PROPERLY ENTERED THE AMOUNT OF JUDGMENT AGAINST APPELLANTS BASED ON THE EVIDENCE PRESENTED.

A party cannot argue on appeal an issue not first raised to the trial court and ruled upon by it. Revis v. Barrett, id. Therefore, Appellants cannot now argue that any liability they had to Respondent was limited to $5,000.00, as that issue was not raised to the trial court, either at trial or by post-trial motions.

In addition, the guaranty and the principal agreement are separate contracts. Citizens and Southern Nat. Bank of South Carolina v. Lanford, 313 S.C. 540, 443 S.E.2d 549 (1994). Even if the principal agreement contained a "requested" credit limit, there is no corresponding limit in the guaranty. In Builders Supply Co., Inc. v. Czerwinski, 275 Neb. 622, 748 N.W.2d 645, 655 (2008), the court stated, "Other courts have observed, and we agree, that in the absence of a limit in a guaranty, the presence of a credit limit in a separate credit agreement does not create a limit in the corresponding guaranty." Id. at 655. See PPG Industries, Inc. v. Orangeburg Paint & Decorating Center, Inc., id. The Moraru guaranty plainly applies to "any obligation to Creditor on demand for any indebtedness of Debtor to Creditor now due and/or which may hereafter become due to Creditor for merchandise and other property hereafter sold and delivered by it to Debtor." R. p. 82. Furthermore, the guaranty signed by Moraru contained the following language:

> ... I do hereby waive notice of default, non-payment and notice thereof and to jury trial and consent to (i) changes in the terms of the guaranteed indebtedness and (ii) any and all renewals or modifications of extension of trade credit.

R. p. 82. Therefore, whether a requested credit limit may have existed with DTC, the terms of any such limit would be subject to alteration or modification, and the guarantor has already consented in advance to such alterations and modifications. See, Florentine Corp.,

Inc. v. PEDA I, Inc., 287 S.C. 382, 339 S.E.2d 112 (1985). The fact that the principal debtor ordered and received goods on credit in excess of the "requested credit limit" itself, is evidence of an alteration or modification of the credit terms. Moreover, Appellants conceded that there were no issues with the balance due by DTC as claimed by Respondent. R. p. 74, lines 19 – 20.

Accordingly, the judgment of the trial court should be affirmed.

CONCLUSION

For the reasons set forth hereinabove, this appeal should be dismissed and/or the Judgment of the trial judge should be affirmed, with costs.

Respectfully submitted,

June 1, 2023

s/ Craig H. Allen
Craig H. Allen, S.C. Bar #000329
Craig H. Allen, P.A.
Post Office Box 10854
Greenville, South Carolina 29603
(864) 239-0444
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Hon. Edward W. Miller, Judge

Appellate Court Case No. 2022-001619

ScanSource, Inc., Respondent,

v.

Dependable Technology Center, LLC,
and George G. Moraru, Appellants.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Brief of Respondent complies with Rule 211(b), SCACR.

June 1, 2023

s/ Craig H. Allen
Craig H. Allen, S.C. Bar #000329
Craig H. Allen, P.A.
Post Office Box 10854
Greenville, South Carolina 29003
(864) 239-0444
Attorney for Respondent