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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Joe M. Crosby, Master-in-Equity

Unpublished Opinion No. 2023-UP-178 (S.C. Ct .App. filed May 11, 2023)

CRM OF THE CAROLINAS, LLC,

Petitioner,

v.

TREVOR W. STEEL,

Respondent.

PETITION FOR A WRIT OF CERTIORARI

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CERTIFICATE OF COUNSEL

Counsel for Petitioner certifies that the Petition for Rehearing was made and finally ruled on by the Court of Appeals on June 22, 2023.

QUESTIONS PRESENTED

1. Did the Court of Appeals err in holding the Notice of Appeal was not timely served via email?

2. Did the Court of Appeals err in holding the Notice of Appeal was not timely served via the South Carolina Court E-filing system?

3. Did the Court of Appeals err in holding the Notice of Appeal was not timely served via first class U.S. mail?

4. Did the Court of Appeals err in denying Petitioner's motion to supplement the record?

STATEMENT OF THE CASE

CRM of the Carolinas, LLC (hereinafter "CRM") is a general contractor, mechanical contractor and electrical contractor performing construction and maintenance services in fourteen (14) states, primarily at large resorts and buildings. (R. pp. 89-90). Keith Errico runs CRM, which is based in Pawleys Island, South Carolina. (R. pp. 89-90).

Trevor Steel ("Steel") owned a pressure washing and painting business in Pawleys Island, called Clean Image, LLC. (R. p. 90). CRM had a pressure washing and painting division but "could never really get it moving forward" and was looking for someone "to partner up with." (R. p. 90). Errico approached Steel about joining CRM and began negotiating an agreement. Steel informed Errico that he had a large amount of debt associated with his business and would need CRM's assistance in satisfying that debt in order to shut down his business and join CRM. (R. p. 91). Specifically, Steel told Errico he needed CRM to pay him Fifty Thousand ($50,000.00) Dollars to pay off the debt on

his existing business. (R. p. 91). On November 10, 2016, CRM presented Steel with an Employment Contract (the "contract") to confirm the parties understanding of their arrangement. (R. pp. 139-144). The contract's terms provided, *inter alia*, that Steel would be paid an annual salary of $90,000 and would be employed at will. The contract also contained non-compete and non-solicitation provisions. (R. pp. 139-144).

That same day, November 10, 2016, the parties executed an Employment Contract Addendum (the "first addendum"). (R. pp. 145-146). The first addendum stated CRM would pay Steel an initial payment of $50,000,00, which would "be duly earned after 3 years from the date of execution of the [contract]." (R. pp. 145-146). The parties also agreed that "should [Steel] leave the employment of CRM [] before the expiration of said 3-year period, [CRM] would be entitled to be reimbursed for the Fifty Thousand ($50,000.00)." (R. pp. 145-146).[1] While the first addendum designated the $50,000.00 payment as initial compensation, the check delivered to Steel on November 10, 2016, stated the payment was for "goodwill." (R. pp. 155, 115, 119).

CRM is partially owned by an Employee Stock Ownership Program ("ESOP"). (R. p. 95). For that reason, CRM's finances and accounting are subject to regular audits. (R. p. 95). After one (1) of these audits, the auditor instructed Errico that CRM needed to reclassify Steel's $50,000.00 payment. Specifically, CRM needed to recategorize the payment from "initial compensation" to "purchase of the goodwill and the client list of Clean Image, LLC." (R. p. 95). Apparently, the auditor did not know the $50,000.00 check did, in fact, state the payment was for "goodwill." (R. p. 119).

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[1] CRM had never, in the history of the company, paid anyone that much compensation to join the company. (R. p. 109).

Thereafter, on March 3, 2017, the parties executed another Employment Agreement Addendum (the "second addendum"). The second addendum indicated the first addendum "incorrectly identified" the $50,000.00 payment as initial compensation but would be reclassified as payment "for the good will and client list of Employee's former company, Clean Image, LLC." (R. p. 147). The second addendum further provided that, if Steel left his employment with CRM, he would "be entitled to keep his former company name and client list, excluding any new clients developed during [his] work for CRM." (R. p. 147).[2]

At the time of the execution of the second addendum, Steel's performance had been poor, and CRM had written him up or disciplined him several times. (R. p. 96). After continued poor job performance, in May of 2017, Steel's manager terminated Steel. (R. pp. 96, 107-108). At the time of Steel's termination, Errico specifically asked him to repay the $50,000.00 pursuant to the terms of the parties' agreements. (R. p. 96). Less than a week later, Steel approached Errico, apologized for his poor performance, assured Errico he could and would do better, and promised improvements. (R. pp. 97-98, 114). At the time, Steel's division within CRM was "bleeding money" and Errico told Steel that CRM could not afford to continue paying him a $90,000.00 salary. Errico offered, and Steel accepted, a 50% salary reduction to $45,000.00, although Steel was still eligible for performance incentives based on his division's performance. (R. pp. 97-98).

Approximately five (5) to six (6) months later, however, things worsened. For over 25 years, Errico had known and had relationships with the Brittain family and their company, Brittain Resort Management. (R. p. 98). In fact, Brittain Resort Management

[2] Steel never provided a client list to CRM. (R. p. 120).

was one of CRM's largest clients. Errico had been negotiating a contract with Brittain for approximately seven (7) to eight (8) months and expected Brittain to sign a contract with CRM in late September or early October of 2017. (R. p. 98).

Instead of receiving a signed contract from Brittain, however, Brittain called Errico expressing great concern. Brittain told Errico that Steel approached their organization and told them CRM was incapable of performing the contract, that he could perform the contract, and that Brittain should give him the business instead of CRM. Steel did this while CRM employed – and paid – him.

Based on Steel's statements, Brittain refused to sign a contract with CRM. (R. p. 99). After Steel's tortious interference, CRM and Errico spent the next several months "trying to save face with" Brittain and renegotiating the contract. To get the business, CRM "lowered [CRM's] compensation and pretty much did the [Brittain contract] pro bono." (R. p. 100).

On October 2, 2017, Steel resigned from CRM. (R. p. 118). Despite losing six (6) figures on the Brittain deal, CRM requested only the $50,000.00 payment from Steel pursuant to the parties' agreements, which Steel voluntarily agreed to three (3) separate times. (R. pp. 100, 103-105).[3] Steel did not return the payment.

CRM filed this action on October 11, 2017, via Verified Complaint, asserting causes of action against Steel for Breach of Contract, Anticipatory Breach of Contract, Slander *Per Se*, and Intentional Interference with Prospective Contractual Relations. (R. pp. 021-034). CRM also filed, contemporaneously, a Motion for Temporary Restraining

[3] CRM later requested its attorney's fees and costs but testified it did not wish to bankrupt Steel. (*Id.*).

Order and a Motion for Temporary Injunction. (R. pp. 035-063). On October 24, 2017, the Honorable Eugene C. Griffith, Jr. granted the Temporary Restraining Order, and, on November 17, 2017, the Honorable Larry B. Hyman, Jr. granted the Motion for Temporary Injunction. (R. pp. 001-002; 003-013).

On December 1, 2017[4], Steel filed an Answer and Counterclaim denying the CRM's allegations and asserted counterclaims for breach of contract and wrongful restraint of trade. (R. 064-074). On October 11, 2019, CRM filed a reply to the counterclaims. (R. 075-076).

This action was referred to the Master-in-Equity by consent, and, on October 14, 2019, tried before the Master. At the call of the case, Steel abandoned his counterclaims. On March 12, 2020, the court issued an Order in Steel's favor. (R. 017-020). On April 3, 2020, Appellant timely served its Notice of Appeal.

The Court of Appeals dismissed the appeal as untimely. CRM of the Carolinas, LLC v. Trevor W. Steel, Unpublished Op. No. 2023-UP-178 (S.C. Ct. App. Filed May 11, 2023). Petitioner seeks a writ of certiorari to review that decision.

ARGUMENT

I. APPELLANT TIMELY SERVED RESPONDENT'S COUNSEL OF RECORD WITH THE NOTICE OF APPEAL VIA EMAIL.

On April 3, 2020, Appellant filed its Notice of Appeal ("NOA") with the Georgetown County Clerk of Court and the South Carolina Court of Appeals. That same day, Appellant served the NOA via South Carolina's E-Filing system ("SCEF"). Through that system,

[4] As of November 10, 2017, Respondent was in default. After a personal visit by Respondent's counsel and receipt of a long letter requesting 'mercy," Petitioner permitted Respondent to file a late answer and defend the lawsuit.

Appellant served the NOA electronically on two (2) separate email addresses identified as Respondent's counsel of record, with one (1) of those – mullettlaw@aol.com – being identified for over two-and-a-half years.

Three (3) days later, Respondent's counsel requested a copy of the NOA, via the mullettlaw@sc.rr.com email address, and Appellant's counsel sent it less than five (5) minutes later. In his initial brief, for the first time, Respondent claimed the email address for his counsel of record was incorrect, even though that email address was:

(1) identified and placed in SCEF;

(2) provided to and listed with the Clerk of Court;

(3) utilized by Appellant ***upon Respondent's request*** to electronically serve **ALL** documents for over two-and-a-half years, including the NOA;

(4) never removed or relieved from SCEF or the Clerk of Court;

(5) never indicated, for over three (3) years, that email was no longer valid for service; and

(6) used to communicate throughout the underlying case and this appeal.

Respondent's position does not comport with reality or the undisputed facts. On December 1, 2017, after Appellant initiated this action, Robert J. Moran, Jr., Esquire ("Moran") filed a Notice of Appearance for Respondent via SCEF. Moran filed Respondent's Answer and Counterclaim, which was served via both SCEF and First-Class U.S. Mail, respectively.

Moran's letterhead listed his email address as mullettlaw@sc.rr.com. **(*See* Exhibit A).** Thereafter, Appellant's counsel utilized this email address for all email communications to Moran. **(*See* Exhibit B).**

Sadly, on December 23, 2018, Moran passed away. On May 3, 2019, Roger Giardino, Esquire ("Giardino") filed a Notice of Appearance for Respondent. Notably, however, Respondent never sought to relieve and/or remove Moran as counsel and every filing thereafter continued to be served on both Giardino and Moran, respectively.

The mullettlaw@sc.rr.com email address continued to be utilized after Moran passed away. In fact, after Moran passed away, at least two (2) emails from mullettlaw@sc.rr.com (to Appellant's counsel) referred to a new law firm: Moran Giardino, LLC. **(*See* Exhibit C).** Furthermore, Moran's paralegal (or legal assistant), Kimberly Pringle, continued to use the mullettlaw@sc.rr.com email address to send and receive communications, indicating to Appellant's counsel the law firm (and that corresponding email address) remained valid for Respondent's counsel. The law firm's letterhead did not contain or refer to the mullettlaw@aol.com email address.

For these reasons, it appeared to Appellant's counsel that service on mulletlaw@sc.rr.com continued to be valid service under any service rule because:

(1) emails continued to be sent to and from Ms. Pringle using mullettlaw@sc.rr.com after Moran's passing and even up to May 11, 2023, when the Court of Appeals issued its Opinion;

(2) it appeared the firm simply changed its name from Robert J. Moran, P.A. to Moran Giardino, LLC; and

(3) Moran and his email address were never removed from SCEF. While Moran was undeniably deceased, his law firm and email address were still being used to send and accept service of documents both directly to and from Respondent's new counsel, as well as through SCEF. This email address

remained as an attorney of record email address throughout the case and after the underlying judgment.

While it appears Giardino may have provided SCEF with a different email address for service on him, there was never any correspondence, filing, or communication advising either the Clerk of Court or Appellant's counsel that Moran's law firm or the mullettlaw@sc.rr.com email address should be removed for service. Furthermore, Respondent, upon Moran's passing, never sought to substitute Giardino as his counsel, nor did he ever seek to remove Moran as counsel of record. Because that never occurred, Moran's representation continued, and so long as Moran's representation continued – by Respondent's failure to substitute and/or remove him as counsel of record – service on Respondent was satisfied by, among other things, utilizing the mulletlaw@sc.rr.com email address. Most importantly, though, even assuming, *arguendo*, that Respondent did move to substitute or withdraw Moran's representation in this case, prior to presenting the argument in his initial brief, Respondent never argued service on the mullettlaw@sc.rr.com email address was improper and/or invalid pursuant to any South Carolina Court rule. In fact, the opposite was true as, even after Moran's passing, there was no distinction by Respondent or Respondent's counsel between proper service on the previous email address and any other email address. For these reasons, at the time Appellant filed the NOA with the Clerk of Court, through SCEF, and with the Court of Appeals, service on the mullettlaw@sc.rr.com email address remained, was, and continues to be – as this Court should hold – valid service on Respondent in this matter

and appeal.[5] [6]

It is completely inequitable that the mullettlaw@sc.rr.com email address was desired by counsel to continue being served by the Clerk, through SCEF, as Respondent's counsel, and indicated to be good for service by the Clerk of Court, but not for Appellant's counsel? Fairness and justice demand that if the email address was utilized and constituted good service on Respondent by the Clerk of Court and SCEF, the same should hold true for Appellant's counsel. If the Clerk was not informed that only one (1) email address was sufficient for service on Respondent, how could Appellant's counsel know? Service on Mr. Moran's email address was good service for over two (2) years in this action, by undersigned counsel and the Clerk of Court, and for over one (1) year after the death of Mr. Moran, but suddenly became ineffective service upon the appeal being filed? The time to indicate that Mr. Moran's email address was no longer valid for service was many months earlier. If this email address had no longer been used after Mr. Moran's death or if it had been removed by the Clerk this would be a different scenario, but the facts before this Court are that the same email address which had been designated as counsel of record for Respondent was used continuously throughout the litigation without complaint or objection until a hard copy of the Notice of Appeal was served late, at which time (and for the first time) that email address was no longer an appropriate email address for counsel of record.

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[5] Respondent does not dispute the NOA was received by his counsel because his counsel explicitly requested a physical copy only three (3) days after it was filed through SCEF.

[6] If service upon the mullettlaw@sc.rr.com email address was no longer valid for service because Moran was no longer Respondent's counsel, Respondent should have notified the Clerk's office, the Clerk should have removed his information, and service through SCEF should have discontinued.

Respondent should be estopped from denying that the email address which had served as the email for counsel of record for more than two (2) years was suddenly ***not*** a correct email for counsel of record only after a Notice of Appeal was filed and served upon him. This sudden change in position (and practice) would constitute a manifest injustice. The Court of Appeals failed to consider all the facts and circumstances in determining the email service of the Notice of Appeal to the email address mulletlaw@sc.rr.com on April 6, 2020 was not valid service. Specifically, the Court of Appeals failed to note that the email address to which the Notice of Appeal was directly served was and had been the email address for counsel of record, according to its own letterhead, for more than (2) years when served, never removed or relieved, never in any other way indicated it was no longer good service, and continued to be used by and for the law firm representing Respondent throughout the litigation and appeal.

Respondent's counsel does not deny he asked for and received the hard copy of the Notice of Appeal through his paralegal and received it on April 6, 2023, at the very email address shown on the firm letterhead and which Mr. Moran used to communicate with counsel for over two years.

II. ELECTRONIC SERVICE VIA EMAIL BY SOUTH CAROLINA COURT E-FILING SYSTEM SATISFIED THE SERVICE REQUIREMENT.

In the event the Court determines that service by email upon the email address identified by counsel of record, including on its letterhead, in the action for over two (2) years was not valid service, Appellant asserts that electronic service through SCEF upon ***both*** email addresses identified as counsel of record constituted proper service of the Notice of Appeal. The South Carolina Electronic Filing Policies and Guidelines further supports Appellant's position of timely service. Specifically, Section 4(e), titled Electronic

Service, specifically addresses the issue. Section 4(e)(3) provides:

> Service of a pleading, motion, or other paper by NEF subsequent to the summons and complaint or other filing initiating a case is complete at the time of the submission of the pleading, motion or other paper for E-Filing, provided a NEF is transmitted by the E-Filing system in accordance with (e (2) of this Section. The act of E-Filing the pleading, motion or other paper is the equivalent of depositing it in the United States Mail under Rule 5(b)(1), SCRCP. The NEF constitutes proof of service under Rule 5(b), SCRCP, and the date of service shall be the date stated in the NEF as the "Official File Stamp." Where notice of the filing of a pleading, motion or other paper is served by a NEF, the E-Filer need not file proof of service, but the E-filer must retain a copy of the NEF as proof of service.

(emphasis added).

Thus, pursuant to the E-Filing guidelines, the Notice of Appeal was deemed served electronically (via email) to both of Respondent's counsel's email addresses on April 3, 2020, and the NEF constituted proof of service. A Notice of Appeal can be served on opposing counsel via e-mail. Section (g)(3), *RE: Operation of the Appellate Courts During the Coronavirus Emergency*. Pursuant to the clear language of the E-Filing Policies and Guidelines, submission of the Notice of Appeal via e-filing was the "equivalent of depositing it in the United States Mail . . ." The language of the policy is clear. Respondent's counsel does not dispute service or contend he did not get the Notice of Appeal. Rather, the argument is that he did not receive a "hard copy" until after the deadline. A hard copy is not and was not required. He was served via e-filing pursuant to the Supreme Court's e-filing policies. Even if providing a copy directly to the email address of Respondent's other counsel of record was not sufficient service, which it was, service was perfected by submitting the document to the e-filing system to both email addresses. The argument that counsel was not properly served with the Notice of Appeal in accordance with the rules does not follow, and, in fact, contradicts, the plain language of

the Supreme Court's e-filing policy. Respondent's counsel was served with the Notice of Appeal via email on two (2) separate occasions, first via the e-filing system pursuant to the Court's e-filing policy which was served on both counsel's email addresses, and second, by a direct email to the email address of counsel of record that was designated to the Court for over two (2) years.

This Court has found that Mr. Giardino was also served with the Notice of Appeal through SCEF, which he does not deny, yet finds that such service was ineffective or did not satisfy the service by email rule. Specifically, this Court held ". . . service on opposing counsel pursuant to the SCEF protocols is not effective to confer appellate jurisdiction on this court."

Yet there appears to be nothing in South Carolina Appellate Court Rule 203(b), or any other appellate court rule, or the e-filing policies and guidance requiring that email service of a notice of appeal come directly from opposing counsel rather than through the e-filing system. Nothing in the South Carolina Appellate Court Rules or the Supreme Court's March 20, 2020, Order *RE: Operation of the Appellate Courts During the Coronavirus Emergency* prohibits email service of the Notice of Appeal through the SCEF. In fact, the e-filing policies and guidelines specifically provide that such electronic service is deemed as if put in the mail. It is undisputed that Respondent's counsel was served with the Notice of Appeal via email through the SCEF, just not directly from counsel's server. There is no rule requiring or dictating the source of the electronic service of the Notice of Appeal. The Notice did come from Appellant's counsel, just through a different email system. This is a distinction without a difference. Counsel has presented no evidence that he was not served or did not receive the Notice of Appeal via email on

April 3, 2020. In the absence of such evidence, the effort to dismiss the appeal must fail. *See, Lemmons v. Maced. Water Works, Inc.*, 431 S.C. 186, 847 S.E.2d 471 (Ct. App. 2020).

Appellant submits that service of the Notice of Appeal via email was perfected on Respondent's counsel of record email addresses on April 3, 2020, via the submission of the document to SCEF and confirmed by the NEF. The Court of Appeals erred in placing a requirement not found in the rules or Supreme Court Order on the form of email service, or which server or medium must be used.

III. THE NOTICE OF APPEAL WAS TIMELY SERVED VIA FIRST CLASS U.S. MAIL IN ADDITION TO E-MAIL.

Even if service by email upon counsel of record's email address was not perfected by both the SCEF filing though the Court in compliance with the E-filing policies and/or by direct email to the long-standing email address of counsel of record in the case, both of which Appellant's counsel submits perfected service of the Notice of Appeal, the Court should deem the service by First Class U.S. Mail to be timely. Although Respondent's counsel of record had already been served electronically through the SCEF system and direct email, out of an abundance of caution yet another copy was served via regular postal mail. Unfortunately, as can be seen on the Certificate of Service with the Notice of Appeal, the mailing address for Respondent's counsel had an incorrect Post Office Box number because of a typographical (or scrivener's) error. Per the Certificate of Service, the Notice of Appeal was served on April 6, 2020 (seven (7) days before the deadline to appeal) to Respondent's counsel at "Post Office Box 4416" in Pawleys Island, South Carolina. The actual mailing address for Respondent's counsel is "Post Office Box 4413" in Pawleys Island, South Carolina. Despite the fact the document was mailed from

Pawleys Island to a Pawleys Island post office box in the same post office, it was not returned until nine (9) days later. The document was returned to Appellant's counsel and counsel served the document via mail at the correct address the same date it was received from the U.S. Post Office (i.e., April 15, 2020), which would have been two (2) days late had it not been previously served via email.

To find that the Notice of Appeal was not timely served where service by mail was attempted seven (7) days before the deadline but was sent to the wrong post office box due to a typographical or scrivener's error, and the post office taking nine (9) days to return it while being in the same Post Office, is placing form over substance. While this Court has historically strictly interpreted statutes and rules governing the service of a notice of appeal, it has also recognized it should not put form over substance.

In the unpublished opinion of *In re Estate of Deas*, Appellate Case No. 2013-000550, No. 2015-UP-059, the Court of Appeals recognized form should not supplant substance. In *Deas*, there was no dispute that the notice of appeal from the probate court's decision was not timely filed in the Clerk of Court's office, despite counsel's best efforts. Under a strict interpretation of the governing statute, the appeal could have been dismissed as there was no doubt the notice was not timely filed with the Clerk of Court. Considering the circumstances, however, of counsel's timely efforts and the post office's possible mishandling or delay in getting the notice to the Clerk's office, this Court found that dismissing the appeal would "elevate form over substance".

Also, in *City of Orangeburg v. Edwards*, 277 S.C. 355, 271 S.E.2d 314 (1980), this Court found that service of a notice of appeal served on a party's attorney rather than the party directly did not comply with the statute. Justices Ness wrote a dissenting opinion, in

which Justice Littlejohn concurred, stating that the overly strict interpretation of the statute placed form over substance. As the dissent noted, "[T]he sole purpose of a notice of appeal is to inform the court and the opposing party that the appealing party is dissatisfied with and intends to appeal the decision rendered." No case has held otherwise since. As this Court found in *Deas*, "[T]he real purpose of the [General Assembly] will prevail over the literal import of the words." (citing *Liberty Mutual Ins. Co. v. S.C. Second Injury Fund*, 318 S.C. 516, 518, 458 S.E.2d 550, 551 (1995) and *S.C. Second Injury Fund v. Am. Yard Prods.*, 330 S.C. 20, 23-24, 496 S.E.2d 863, 863-64 (1998)).

The purpose of the notice of appeal was met here where the Court and the opposing party (counsel) were timely informed of the intent to appeal the decision. The fact the notice of appeal was timely received by counsel is not even denied or in dispute. Certainly, form should not trump substance where the General Assembly's purpose has undoubtedly been met.

Likewise, in *Wells Fargo Bank, N.A. v. Fallon Props.*, 422 S.C. 211, 810 S.E.2d 856 (2018), the South Carolina Supreme Court held that receipt of an email by an *attorney of record* providing notice of entry of an order will trigger the time to file and serve a notice of appeal. The holding did not specify that receipt must be at or by any particular email address or through any particular channel or email medium. The holding did not differentiate or draw a distinction between SCEF and direct email or email from an attorney, the Court, or an assistant. If receipt of such an email by an attorney of record can constitute notice triggering the time for an appeal, then certainly receipt of an e-mail with a notice of appeal by an attorney of record, at a known and long-established email

address, satisfies the notice requirement and the General Assembly's purpose of the notice of intent to appeal.

Furthermore, even though the Court held that the time to appeal was triggered by the attorney of record's receipt of an email noticing entry of an order, it found that "fairness dictates that our holding on this issue be applied prospectively . . ." Thus, fairness must, and historically has, play a role in the evaluation and analysis of whether a notice of appeal has been timely served.

The Court of Appeals placed form over substance, interpreted the rule too strictly, and disregarded fairness, as well as ignoring precedent, in determining the service of the Notice of Appeal by First Class U.S. Mail was late.

IV. THE COURT OF APPEALS ERRED IN DENYING PETITIONER'S MOTION TO SUPPLEMENT THE RECORD.

Petitioner moved to supplement the record with the three (3) exhibits attached hereto, which exhibits are crucial to establishing the use of the firm email address in the course of the litigation by counsel for Respondent as well as the fact there was one law firm, Moran Giardino, LLC, representing Respondent and not two separate individuals or firms which is why service upon one member of the firm constituted service upon the firm. The email request for the hard copy of the Notice of Appeal from mullettlaw@sc.rr.com came on behalf of Mr. Giardino, not Mr. Moran who had been deceased for several months, showing that the use of the email was joint and not separate and distinct for Mr. Moran. The Court of Appeals provided no explanation or basis for denying the motion to supplement the record and erred in doing so.

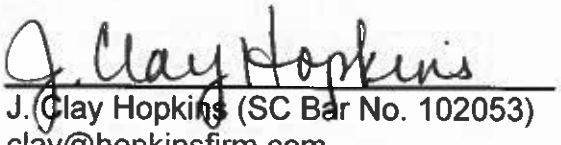
CONCLUSION

For the reasons stated, Petitioner asks the Court to grant the petition for a writ of

certiorari.

Respectfully submitted,

HOPKINS LAW FIRM, L.L.C.



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ATTORNEY FOR PETITIONER

Pawleys Island, South Carolina
July 21, 2023

EXHIBIT A

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Attorneys-at-Law
Post Office Box 370
Murrells Inlet, South Carolina 29576
Telephone: (843) 237-4533 E-Mail: Mullettlaw@sc.rr.com Facsimile: (843) 237-3163

December 1, 2017

William E. Hopkins, Jr.
PO box 1885
Pawleys Island, S.C. 29585

Re: CRM of the Carolinas, LLC v. Trevor Steel
2017-CP-22-00856

Dear Mr. Hopkins:

Enclosed please find served upon you the Defendant's Answer and Counterclaim in regards to the above referenced action, as well as a Certificate of Mailing of the same.

Sincerely,

Kimberly Pring

/kp

Enclosures as stated above

Ec: client

RECEIVED

DEC 04 2017

EXHIBIT B

HOPKINS LAW FIRM

	Bill Hopkins
Sent:	Monday, November 6, 2017 9:48 AM
To:	mullettlaw@sc.rr.com
Subject:	Temporary Injunction Order
Attachments:	Temporary Injunction Order.docx

Hey Bob, hope you had a nice weekend. Here is the proposed Order for your review.

William E. Hopkins, Jr.
HOPKINS LAW FIRM, LLC
12019 Ocean Highway
Pawleys Island, SC 29585
Telephone: (843) 314-4202
Facsimile: (843) 314-9365
bill@hopkinsfirm.com

Bill Hopkins

From: Hennigar, Leslie <lhennigar@hsblawfirm.com>
Sent: Monday, November 19, 2018 10:28 AM
To: mullettlaw@sc.rr.com; Kathy Roberts; Bill Hopkins
Subject: Confirming mediation CRM of the Carolinas v Trevor Steel scheduled for Nov 28 at Mr. Moran's office on Pawleys Island please (7017-3260)

HAYNSWORTH SINKLER BOYD

Leslie F. Hennigar | Legal Secretary
Direct 843.720.4402 | lhennigar@hsblawfirm.com

Haynsworth Sinkler Boyd, P.A.
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Web | Map | Blog

EXHIBIT C

Bill Hopkins

From: Kimberly Pring <mullettlaw@sc.rr.com>
Sent: Tuesday, August 20, 2019 7:59 AM
To: Kathy Roberts; 'Donna Gray'; Bill Hopkins; Giardinolaw@gmail.com
Cc: 'Lucinda Lesane'
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Good Morning

Roger is available on this day as well. I am assuming since it is Columbus day that the Court house will be open anyway.

Kimberly Pring
Moran Giardino, LLC
843-237-4533/843-314-4321

From: Kathy Roberts [mailto:kathy@hopkinsfirm.com]
Sent: Monday, August 19, 2019 3:19 PM
To: Donna Gray; Bill Hopkins; 'Giardinolaw@gmail.com'
Cc: mullettlaw@sc.rr.com; Lucinda Lesane
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Works for us. Thanks Donna!

Take care - Kathy

HOPKINS LAW FIRM

Kathryn Y. (Kathy) Roberts
Litigation Paralegal
HOPKINS LAW FIRM, LLC
12019 Ocean Highway
Post Office Box 1885
Pawleys Island, SC 29585
Telephone: (843) 314-4202
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kathy@hopkinsfirm.com

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From: Donna Gray <degray@crosbyfirm.com>
Sent: Tuesday, August 20, 2019 9:34 AM
To: Kimberly Pring <mullettlaw@sc.rr.com>; Kathy Roberts <kathy@hopkinsfirm.com>; Bill Hopkins <bill@hopkinsfirm.com>; Giardinolaw@gmail.com
Cc: 'Lucinda Lesane' <llesane@gtcounty.org>
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Good morning,

Yes the courthouse is open Columbus day. I will calendar for this date and time so please mark your calendars. Also, reminder that we do not provide a court reporter so if you need one you will have to get one. Thanks.

From: Kimberly Pring [mailto:mullettlaw@sc.rr.com]
Sent: Tuesday, August 20, 2019 7:59 AM
To: 'Kathy Roberts'; Donna Gray; 'Bill Hopkins'; Giardinolaw@gmail.com
Cc: 'Lucinda Lesane'
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Good Morning

Roger is available on this day as well. I am assuming since it is Columbus day that the Court house will be open anyway.

Kimberly Pring
Moran Giardino, LLC
843-237-4533/843-314-4321

From: Kathy Roberts [mailto:kathy@hopkinsfirm.com]
Sent: Monday, August 19, 2019 3:19 PM
To: Donna Gray; Bill Hopkins; 'Giardinolaw@gmail.com'
Cc: mullettlaw@sc.rr.com; Lucinda Lesane
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Works for us. Thanks Donna!

Take care - Kathy

HOPKINS
LAW FIRM

Kathryn Y. (Kathy) Roberts
Litigation Paralegal
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kathy@hopkinsfirm.com

Bill Hopkins

From: mullettlaw@sc.rr.com
Sent: Monday, October 14, 2019 7:12 PM
To: Bill Hopkins
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Thank you very much. Have a great evening.

Kimberly Pring

Moran Giardino LLC

From: "Bill Hopkins"
To: "Kimberly Pring", "Kathy Roberts"
Cc:
Sent: Monday October 14 2019 7:01:12PM
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Fine by me, thanks Roger.

William E. Hopkins, Jr.
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12019 Ocean Highway
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Facsimile: (843) 314-9365
bill@hopkinsfirm.com

Please watch our firm video!

From: Kimberly Pring <mullettlaw@sc.rr.com>
Sent: Monday, October 14, 2019 2:15 PM
To: Kathy Roberts <kathy@hopkinsfirm.com>; Bill Hopkins <bill@hopkinsfirm.com>
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Good Afternoon

I have attached a proposed order in regards to the Temporary Injunction in the above referenced action. Please review and let me know if you would like any changes.

Kimberly Pring
Moran Giardino LLC
PO Box 4413
Pawleys Island, SC 29585
843-237-4533/843-314-4321

From: Kathy Roberts [mailto:kathy@hopkinsfirm.com]
Sent: Tuesday, August 20, 2019 10:20 AM
To: Donna Gray; Kimberly Pring; Bill Hopkins; Giardinolaw@gmail.com
Cc: 'Lucinda Lesane'
Subject: RE: 2017-CP-22-00856/CRM of the Carolins LLC vs Trevor W Steel

Thanks Donna. We will arrange for a court reporter.

Take care - Kathy

Kathryn Y. (Kathy) Roberts
Litigation Paralegal
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