RECEIVED
Aug 01 2023
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Case No. 2019-CP-3901224
Appellate Case No. 2022-001777

Christopher Young and Biotech Restorations, LLC

Appellants/Respondents,

v.

Joanna Marie Paynter, a/k/a Joey Painter, Samantha P. Nelson, and Paynter Consulting, LLC,

Respondents/Appellants.

RESPONDENTS/APPELLANTS' FINAL BRIEF OF RESPONDENTS

Steven R. LeBlanc (SC Bar 14221)
Steve LeBlanc, LLC
P.O. Box 9198
Greenville, S.C. 29604
Tel: (864) 902-4411
Steve@LeBlancLLC.com

Attorneys for Respondents/Appellants

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

STATEMENT OF ISSUES ON APPEAL

I. Did the trial court err in concluding that Respondents/Appellants own the Factor bioremediation technology?

II. Did the trial court err in construing Appellants/Respondents' rights to the Factor bioremediation technology under the General Partnership Agreement?

III. Did the trial court err in construing the General Partnership Agreement to provide Respondents/Appellants with exclusive use and control of the Factor bioremediation technology?

IV. Did the trial court err in finding Respondents/Appellants did not interfere with the General Partnership Agreement because there was no breach of the General Partnership Agreement?

STATEMENT OF THE CASE

It is undisputed that in 2004 Dr. Valerie Paynter developed a bioremediation technology that she named "the Factor" to remediate contaminated soil. (R. p. 666). It is also undisputed that Dr. Paynter never shared the Factor bioremediation technology with anyone except her husband (deceased) and Respondents/Appellants.[1] (R. p. 716, ¶ 9).

In January 2006, Dr. Paynter and Appellant/Respondent Christopher Young signed a General Partnership Agreement stating, "Valerie A. Paynter having sole knowledge of the proprietary Factor formulation, agrees to provide the partnership; [sic] exclusive use of Factor formulated products during the term of the Partnership." (R. p. 653, ¶ 3.b). The General Partnership Agreement further provided, "The partnership will terminate upon the death or incapacity of a partner." (*Id.* at ¶ 4).

In May 2006, Dr. Paynter and Appellant/Respondent Christopher Young signed an amended General Partnership Agreement that identified their respective companies, Paynter Consulting, LLC and Biotech Restorations, LLC. (R. pp. 655-656)[2]. In addition, the amended General Partnership Agreement added the following clause to the end of paragraph 4:

> In the event of a death of a partner, the remaining partner has the right to continue the business of the Partnership by themselves or in conjunction with any other persons they may select. The continuing partner will pay 10% of net profits annually to the heirs / estate of the deceased partner on any contract involving use of the Factor, and 10% gross from the sale of the Factor Technology.

(*Id.*, ¶ 4).

---

[1] As used throughout this document, "Respondents/Appellants" shall refer to only Respondents/Appellants Paynter and Nelson.

[2] Respondents/Appellants dispute the authenticity and content of the amended General Partnership Agreement admitted into evidence as Plaintiffs' Exhibit 3 and are appealing the admissibility of this Exhibit. Respondents/Appellants address the proper construction of the terms in the amended General Partnership Agreement admitted into evidence as Plaintiffs' Exhibit 3 for purposes of the present appeal only.

On August 17, 2015, Paynter Consulting, LLC sued Appellants/Respondents for, *inter alia*, an accounting of profits and dissolution of the partnership. (R. pp. 44-61). Paynter Consulting alleged that "Christopher Young, the owner and sole member of Biotech Restorations" drafted the May 30, 2006, General Partnership Agreement, and Appellants/Respondents admitted this allegation without qualification. (R. p. 47, ¶ 6; R. p. 64, ¶ 6). On May 9, 2016, the court granted Paynter Consulting's motion to dismiss the lawsuit without prejudice. (R. pp. 1-3).

Dr. Paynter died September 4, 2017. (R. p. 697). Appellants/Respondents filed a Creditor's Claim during the probate of Dr. Paynter's Estate, claiming ownership of Dr. Paynter's bioremediation technology. (R. pp. 698-701). Specifically, Appellants/Respondents claimed that ***they*** owned Dr. Paynter's bioremediation technology and that Respondents/Appellants — Dr. Paynter's daughters and sole heirs — had possession of the trade secrets (*i.e.*, Dr. Paynter's laboratory and product formulation records), had refused to return the trade secrets, and had attempted to sell the trade secrets in breach of the General Partnership Agreement. (*Id.*). Respondent/Appellant Paynter, as the Personal Representative of Dr. Paynter's Estate, disallowed Appellants/Respondents' claim. (R. pp. 704-705). Appellants/Respondents did not pursue the claim further, and probate of Dr. Paynter's Estate closed on March 25, 2019. (R. p. 4).

On September 11, 2019, Appellants/Respondents filed the present lawsuit, again claiming that they owned Dr. Paynter's bioremediation technology and that Respondents/Appellants had possession of Dr. Paynter's records, had refused to return the records, and had attempted to sell the trade secrets in breach of the General Partnership Agreement. (R. p. 76, ¶ 1). On January 28, 2020, Respondents/Appellants filed an Answer, generally denying the allegations in the Complaint and asserting affirmative defenses for, *inter alia*, lack of service, *res judicata*, and the

statute of limitations. (R. pp. 86-93). Appellants/Respondents did not perfect service of the Summons and Complaint on Respondents/Appellants until January 19, 2021. (R. p. 143).

On February 22, 2021, Appellants/Respondents filed an Amended Complaint, adding a new claim for a declaratory judgment that Dr. Paynter's transfer of her bioremediation technology to her daughters – Respondents/Appellants – in 2016 was fraudulent. (R. pp. 144-164). On March 8, 2021, Respondents/Appellants filed an Answer to the Amended Complaint, again generally denying the allegations in the Amended Complaint and asserting affirmative defenses for, *inter alia*, *res judicata* and the statute of limitations. (R. pp. 165-179).

On September 14, 2021, Respondents/Appellants filed an Amended Answer and Counterclaim. (R. pp. 180-196). On September 28, 2021, Appellants/Respondents filed an Answer to the Counterclaim. (R. pp. 197-202).

On April 18, 2022, the parties selected a jury, and a jury trial commenced on April 20, 2022. (R. p. 360). Respondents/Appellants objected to the admission into evidence of either General Partnership Agreement based on South Carolina's Dead Man's Statute, S.C. Code Ann. § 19-11-20. (R. pp. 375-379, 452). After Appellants/Respondents rested their case on April 20, Respondents/Appellants made oral motions for a directed verdict, and the trial court granted Respondents/Appellants a directed verdict on Appellants/Respondents' first cause of action for Declaratory Judgment, Breach of Agreement; fifth cause of action for Aiding and Abetting Breach of Fiduciary Duty; and sixth cause of action for Breach of Fiduciary Duty. (R. pp. 586, 594, 598, 602). Appellants/Respondents also made oral motions for a directed verdict on all claims based on *res judicata* and the statute of limitations, which the trial court denied. (R. pp. 598, 602).

At the resumption of trial on April 21, 2022, the parties agreed to dismiss the jury, suspend the trial to discuss settlement, and continue the trial as a bench trial if the parties could not reach a settlement. (R. pp. 635-636).

On August 11, 2022, Judge Verdin conducted a hearing at which time Respondents/Appellants rested their case without presenting any evidence. (R. p. 645). Respondents/Appellants then renewed their oral motions for a directed verdict, including motions for directed verdict on all claims based on *res judicata* and the statute of limitations. (R. p. 647).

On November 10, 2022, Judge Verdin filed an Order Construing the General Partnership Agreement. (R. pp. 18-24). On November 11, 2022, Appellants/Respondents filed a Motion for Reconsideration of the Order filed November 10, 2022. (R. pp. 352-356). On November 17, 2022, Judge Verdin filed an amended Order Construing the General Partnership Agreement and an Order granting in-part and denying in-part Appellants/Respondents' motion to reconsider. (R. pp. 31-37; R. p. 25).

On November 28, 2022, Appellants/Respondents filed a Motion under Rule 60 which Judge Verdin denied on December 12, 2022. (R. pp. 357-359; R. p. 38).

On December 13, 2022, Judge Verdin entered Judgment granting a verdict in favor of Respondents/Appellants for all causes of action. (R. pp. 41-43).

On December 14, 2022, Appellants/Respondents filed and served a notice of appeal of Judge Verdin's November 17, 2022, Order Construing the General Partnership Agreement; Judge Verdin's December 12, 2022, Order denying Appellants/Respondents' Rule 60 Motion; and the Judgment entered December 13, 2022. (R. p. 728).

On January 11, 2023, Respondents/Appellants filed and served a notice of cross-appeal of Judge Verdin's denial of Respondents/Appellants' motions for a directed verdict based on *res judicata* and the statute of limitations and Judge Verdin's decision to admit into evidence the General Partnership Agreement and November 17, 2022, Order denying Respondents/Appellants' motion to reconsider the decision. (R. p. 730).

STANDARD OF REVIEW

A. Construction of the General Partnership Agreement

All four issues on appeal involve the trial court's construction of the General Partnership Agreement. The proper construction of a contract is a question of law for the court to decide. *Crenshaw v. Erskine Coll.*, 432 S.C. 1, 26, 850 S.E.2d 1, 14 (2020). An appellate court reviews questions of law *de novo*. *See, e.g.*, *Lightner v. Hampton Hall Club*, 419 S.C. 357, 363, 798 S.E.2d 555, 558 (2017).

B. Findings of Fact

The fourth issue on appeal involves the trial court's factual determination that Dr. Paynter did not breach and/or Respondents/Appellants did not interfere with the General Partnership Agreement. Factual findings of the trial court are reviewed with deference and will not be reversed unless there is no evidence to support the factual findings. *See, e.g.*, *Auto Owners Ins. Co. v. Newman*, 385 S.C. 187, 191, 684 S.E.2d 541, 543 (2009) (stating, "In an action at law tried without a jury, the appellate court will not disturb the trial court's findings of fact unless there is no evidence to reasonably support them.").

ARGUMENTS

The trial court construed the General Partnership Agreement (hereinafter the Agreement) to provide that Dr. Paynter, as the sole owner and operator of Paynter Consulting, LLC, had sole knowledge of the proprietary Factor formulation and that nothing in the Agreement required Dr.

Paynter to either disclose this trade secret to Appellants/Respondents or prevented Dr. Paynter from sharing this trade secret with Respondents/Appellants – her daughters. Accordingly, the trial court concluded that Dr. Paynter did not breach the Agreement by either refusing to disclose the proprietary Factor formulation to Appellants/Respondents or by sharing it with Respondents/Appellants, and the trial court granted judgment in favor of Respondents/Appellants on the third cause of action for interference with contract.

Appellants/Respondents argue that the trial court erred in failing to find that Dr. Paynter breached the Agreement by sharing the Factor bioremediation technology with Respondents/Appellants before her death and that Respondents/Appellants therefore interfered with the Agreement. (Appellants/Respondents' Brief, p. 11). Alternately, Appellants/Respondents argue that the trial court erred in failing to find that Respondents/Appellants perpetrated a fraud on the probate court by not identifying the Factor bioremediation technology as an asset of Dr. Paynter's estate. (*Id.*). Appellants/Respondents separately argue that the Agreement requires the transfer of the Factor bioremediation technology to Appellants/Respondents as the surviving partner so they can continue the business of the partnership and sell the Factor bioremediation technology if they so desire. (*Id.*, pp. 13-15).

According to their own rendition of the facts, "Appellants/Respondents and Paynter Consulting, LLC conducted little-to-no business under the GPA [General Partnership Agreement] after August 2015." (Appellants/Respondents' Brief, p. 5). Instead of pursuing Dr. Paynter to share her Factor bioremediation technology while she was still alive, as Appellants/Respondents argue the Agreement requires, Appellants/Respondents waited until a month ***after*** her death to begin asserting claims against her daughters and only heirs.

Appellants/Respondents claimed ownership of Dr. Paynter's Factor bioremediation technology during probate of Dr. Paynter's Estate, and lost. Instead of appealing the probate court's denial of their claims, Appellants/Respondents waited 17 months before filing the present lawsuit to assert the same claims against Respondents/Appellants in Circuit Court. Appellants/Respondents have lost again and now appeal the trial court's construction of the Agreement and lob unfounded fraud claims against Respondents/Appellants that purportedly occurred over four years ago during probate of their mother's estate. At some point there has to be an end to Appellants/Respondents' repeated efforts to acquire Dr. Paynter's bioremediation technology from Respondents/Appellants.

I. The Trial Court Correctly Determined that Respondents/Appellants are the Sole Owners of the Factor Bioremediation Technology

Appellants/Respondents argue that the trial court erred in determining Respondents/Appellants became the sole owners of the Factor bioremediation technology upon Dr. Paynter's death. According to Appellants/Respondents, either Dr. Paynter's transfer of her bioremediation technology to her daughters during her lifetime constituted a fraudulent breach of the Agreement that should be set aside under the Statute of Elizabeth, or Respondents/Appellants perpetrated a fraud on the probate court by not disclosing the Factor bioremediation technology as an asset of Dr. Paynter's Estate. (Appellants/Respondents' Brief, p. 11). Appellants/Respondents' arguments completely ignore the trial court's construction of the Agreement and attempt to collaterally attack the final decision of the probate court.

The introductory sentence of the Agreement states that Paynter Consulting is "owned and operated solely by" Dr. Paynter. (R. p. 655). Paragraph 3.b of the Agreement further states that Paynter Consulting "having sole knowledge of the **proprietary Factor formulation**, agrees to provide the Partnership with exclusive use of **Factor formulated products** during the term of

the Partnership." (*Id.*, ¶ 3.b.) (emphasis added). The trial court correctly construed these clauses together to conclude that Dr. Paynter was the sole owner of the Factor Biotechnology because Paynter Consulting had sole knowledge of the proprietary Factor formulation and Paynter Consulting was owned and operated solely by Dr. Paynter. (R. p. 34). Appellants/Respondents fail to discuss any of these clauses in the Agreement or how the trial court erred in construing these clauses to conclude that Dr. Paynter was the sole owner of the Factor bioremediation technology.

As the trial court further explained, "Nothing in the remainder of the Agreement requires Paynter Consulting or Dr. Paynter to share, transfer, or otherwise disclose the Factor Biotechnology or the proprietary Factor formulation to anyone, including Plaintiffs [Appellants/Respondents]." (*Id.*). Moreover, the trial court correctly observed that "there is nothing contained within this Agreement to restrict Paynter Consulting or Dr. Paynter from sharing knowledge concerning the Factor formulation with others, including her children [Respondents/Appellants]." (*Id.*). Appellants/Respondents fail to explain how the trial court erred in construing the Agreement to conclude that Dr. Paynter could share or not share her Factor bioremediation technology with whomever she chose.

Based on the trial court's construction of the Agreement, the trial court correctly determined that "Dr. Paynter was able to share the Factor Biotechnology with [Respondents/Appellants] before her death, and upon her death, [Respondents/Appellants] became the sole owners of the Factor Biotechnology." (*Id.*). Importantly, the trial court did not determine that Respondents/Appellants became the sole owners of the Factor Biotechnology as heirs of Dr. Paynter, as Appellants/Respondents suggest. Instead, the trial court merely determined that Dr. Paynter had rightfully shared her Factor bioremediation technology with

Respondents/Appellants *before her death*, and upon Dr. Paynter's death, Respondents/Appellants became the sole owners of the Factor bioremediation technology because "they own and solely possess the knowledge to create it." (R. p. 35).

As discussed more fully in Respondents/Appellants' Reply Brief in their cross-appeal, Appellants/Respondents' allegations of fraud during probate of Dr. Paynter's Estate are procedurally barred and factually unsupported. (Reply Brief, pp. 2-5). Procedurally, Appellants/Respondents' attempt to have the trial court set aside the final judgment of the probate court constitutes an impermissible ***collateral*** attack on the final judgment of the probate court. *Henry v. Cottingham*, 253 S.C. 286, 170 S.E.2d 387 (1969) (holding that an order of the probate court "was a judgment of a court of competent jurisdiction, and not subject to collateral attack); *Argoe v. Three Rivers Behavioral Health, LLC*, 392 S.C. 462, 710 S.E.2d 67 (2011) (holding that the appellant "was precluded from collaterally attacking the underlying commitment orders" of the probate court). Factually, the trial court's construction of the Agreement and determination that Respondents/Appellants were "the sole owners" of their mother's Factor bioremediation technology when she died demonstrates that the Factor bioremediation technology was *not* an asset of Dr. Paynter's Estate that Respondents/Appellants should have identified during probate of Dr. Paynter's Estate.

Therefore, the trial court correctly determined that Dr. Paynter was the sole owner of the Factor bioremediation technology, that she could and did share her technology with Respondents/Appellants before her death without breaching the Agreement, and that Respondents/Appellants became the sole owners of this technology upon Dr. Paynter's death.

II. The Trial Court Correctly Construed Appellants/Respondents' Rights to the Factor Bioremediation Technology under the Agreement

Appellants/Respondents argue that the Agreement requires the transfer of the Factor bioremediation technology to Appellants/Respondents as the surviving partner so they can continue the business of the partnership and sell the Factor bioremediation technology if they so desire. Appellants/Respondents' arguments again fail to acknowledge other clauses in the Agreement and the trial court's construction of those clauses.

Paragraph 3 of the Agreement states that the "business of the partnership is set forth below and relates to the treatment of contaminated soil, marine sediments and other media as applicable to the Factor biotechnology." (R. p. 655, ¶ 3). Paragraph 3.b of the Agreement further states that Paynter Consulting "having sole knowledge of the proprietary Factor formulation, agrees to provide the Partnership with exclusive use of **Factor formulated products during the term of the Partnership**." (*Id.*, ¶ 3.b.) (emphasis added). Paragraph 4 of the Agreement states, "The Partnership will terminate upon the death or incapacity of a partner." (*Id.*, ¶ 4). Paragraph 4 further grants the surviving partner the right to continue the business of the Partnership, as follows:

> In the event of the death of a partner, the remaining partner has the right to continue the business of the Partnership by themselves or in conjunction with any other persons they may select. The continuing partner will pay 10% of net profits annually to the heirs/estate of the deceased partner on any contract involving the use of the Factor, and 10% gross from the sale of the Factor Technology.

(*Id.*).

Respondents/Appellants assert that the obligation to provide the Partnership with Factor formulated products terminated along with the Partnership on the death of Dr. Paynter. Although the surviving partner has the right to continue the business of treating contaminated soils, that

right does not require use of the Factor biotechnology. Indeed, Appellant/Respondent Young testified at trial that in 2016 he had continued the business of treating contaminated soils on a project that generated $615,000 in revenue *without* using the Factor bioremediation technology. (R. pp. 527, 533, 535, 545; R. p. 667; R. pp. 671-672).

The last sentence of paragraph 4 states that the continuing partner will pay the heirs/estate of the decease partner a percentage of profits "on any contract involving the use of the Factor." This clause plainly contemplates that the surviving partner may continue the business of the Partnership through contracts that do *not* involve use of the Factor bioremediation technology, just as Appellant/Respondent Young testified that he had done in 2016. The continuing partner only has to pay a percentage of net profits to the heirs/estate of the deceased partner *if* a contract involves the use of the Factor bioremediation technology. The last sentence of paragraph 4 also requires the continuing partner to pay the heirs/estate of Dr. Paynter "10% gross from the sale of the Factor Technology." Nothing in the last sentence of paragraph 4 overrides the explicit provisions of Paragraph 3.b of the Agreement that state that Paynter Consulting "having sole knowledge of the proprietary Factor formulation, agrees to provide the Partnership with exclusive use of Factor formulated products **during the term of the Partnership**." (R. p. 655, ¶ 3.b.) (emphasis added).

As previously discussed, the trial court determined that nothing in the Agreement requires Paynter Consulting or Dr. Paynter to share, transfer, or otherwise disclose the Factor Biotechnology or the proprietary Factor formulation to anyone, including Appellants/Respondents. (R. pp. 34-35). Nonetheless, the trial court determined that continuing "the business of the Partnership would be impossible for [Appellants/Respondents] without use of the Factor Biotechnology." (R. p. 35). However, as the trial court noted, "If the partners

intended for the remaining partner to have the 'exclusive' right to continue business with the Factor Biotechnology following the death of the other, language indicating that would be included in the contract." (R. p. 36). Therefore, the trial court determined that Appellants/Respondents have the right to use the Factor Technology and enter into contracts for use of the Factor Technology, provided they pay Respondents/Appellants 10% of the net profits. (R. pp. 33, 35). In addition, "if the [Respondents/Appellants] choose to sell the Factor Biotechnology, they would be required to pay the [Appellants/Respondents] 10% gross from the sale." (R. p. 36).

"It is fundamental that in the construction of the language of a [contract], it is proper to read together the different provisions therein dealing with the same subject matter, and where possible, all the language used should be given a reasonable meaning." *Brady v. Brady*, 222 S.C. 242, 246, 72 S.E.2d 193, 195 (1952). Appellants/Respondents do not attempt to reconcile their proposed constructions with other clauses in the Agreement regarding ownership of the Factor bioremediation technology. The constructions provided by the trial court faithfully provide a reasonable meaning to all of the clauses in the Agreement and should be affirmed.

III. The Trial Court Did Not Construe the Agreement to Provide Respondents/Appellants *Exclusive Use and Control* of the Factor Bioremediation Technology

Appellants/Respondents fail to provide a heading in their arguments that corresponds to the third issue on appeal, and Respondents/Appellants cannot identify any discussion or arguments pertinent to the third issue on appeal that require a response.

Respondents/Appellants do not agree that the trial court construed the Agreement to provide Respondents/Appellants *exclusive use and control* of the Factor bioremediation technology. As previously discussed in Section I, the trial court determined that Dr. Paynter was the sole owner of the Factor bioremediation technology, that she could and did share her

technology with Respondents/Appellants before her death without breaching the Agreement, and that Respondents/Appellants became the sole owners of this technology upon Dr. Paynter's death. As previously discussed in Sections I and II, the trial court also determined that nothing in the Agreement requires Respondents/Appellants to share, transfer, or otherwise disclose the Factor Biotechnology or the proprietary Factor formulation to anyone, including Appellants/Respondents. However, as previously discussed in Section II, the trial court also determined that "[Appellants/Respondents] have the right to use the Factor Technology and enter into contracts for use of the Factor Technology." Therefore, Respondents/Appellants are required to provide Appellants/Respondents with Factor formulated products for use, precluding Respondents/Appellants from having exclusive use or control of the Factor bioremediation technology, as Appellants/Respondents suggest without any argument.

IV. The Trial Court Correctly Determined that Respondents/Appellants Did Not Interfere with the Agreement

As with the third issue on appeal, Appellants/Respondents again fail to provide a heading in their arguments that corresponds to the fourth issue on appeal. The ***only*** reference to the fourth issue on appeal is a single, conclusory statement that if the trial court determined that Dr. Paynter shared the Factor bioremediation technology with Appellants/Respondents in 2016, "then the provisions of the GPA were breached by Paynter Consulting, LLC in 2016, and the GPA was interfered with by Defendants Paynter and Nelson." (Appellants/Respondents' Brief, p. 11). Respondents/Appellants respectfully assert that Appellants/Respondents have abandoned the fourth issue on appeal by failing to provide any argument or authority to support the issue. *See, e.g.*, *Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001) ("South Carolina law clearly states that short, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.").

To establish a claim for tortious interference with contract, a plaintiff must prove: (1) a valid contract exists; (2) the defendant had knowledge of the contract; (3) the defendant intentionally procured its breach; (4) the defendant acted without justification; and (5) the plaintiff suffered damages. *Vortex Sports & Entm't, Inc. v. Ware,* 378 S.C. 197, 205, 662 S.E.2d 444, 449 (Ct. App. 2008). Appellants/Respondents fail to identify any evidence that the Agreement was breached **and** that Respondents/Appellants intentionally procured its breach.

Appellants/Respondents' conclusory premise – that if the trial court determined that Dr. Paynter shared the Factor bioremediation technology with Appellants/Respondents in 2016, "then the provisions of the GPA were breached by Paynter Consulting, LLC in 2016" – fails to apply the facts to the trial court's construction of the Agreement. As previously discussed in Section I, the trial court construed the Agreement to allow Dr. Paynter, as the sole owner of the Factor bioremediation technology, to share or not share her Factor bioremediation technology with whomever she chose. (R. p. 31). Applying the facts to the properly construed Agreement, the trial court correctly determined that Paynter Consulting and/or Dr. Paynter did not breach the Agreement by either refusing to share the Factor bioremediation technology with Appellants/Respondents or sharing the Factor bioremediation technology with Respondents/Appellants. (R. pp. 34, 35-36). Accordingly, the trial court's factual determination that "Dr. Paynter was able to share the Factor Biotechnology with [Respondents/Appellants] before her death" without breaching the Agreement is supported by the evidence.

Notwithstanding the trial court's conclusion that the Agreement was not breached, Respondents/Appellants fail to identify any evidence to support the conclusion that *if* the Agreement were breached, then Respondents/Appellants intentionally procured its breach. For

this additional reason, the trial court's determination that Respondents/Appellants did not interfere with the Agreement should be affirmed.

CONCLUSION

For the foregoing reasoning and analysis, the trial court correctly construed the Agreement to confirm that Dr. Paynter was the sole owner of the Factor bioremediation technology with the ability to share or not share her Factor bioremediation technology with whomever she chose. The trial court further determined that Dr. Paynter did share her technology with Respondents/Appellants before her death without breaching the Agreement, and Respondents/Appellants became the sole owners of this technology upon Dr. Paynter's death as they own and solely possess the knowledge to create it. Therefore, this Court should affirm the trial court's construction of the Agreement and Judgment in favor of Respondents/Appellants.

Respectfully submitted,

s/Steven R. LeBlanc
Steven R. LeBlanc (SC Bar 14221)
Steve LeBlanc, LLC
P.O. Box 9198
Greenville, S.C. 29604
Tel: (864) 902-4411
Steve@LeBlancLLC.com

Attorneys for Respondents/Appellants

RECEIVED
Aug 01 2023
SC Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Case No. 2019-CP-3901224
Appellate Case No. 2022-001777

Christopher Young and Biotech Restorations, LLC

Appellants/Respondents,

v.

Joanna Marie Paynter, a/k/a Joey Painter, Samantha P. Nelson, and Paynter Consulting, LLC,

Respondents/Appellants.

CERTIFICATE OF COUNSEL

The undersigned certified that this Respondents/Appellants Final Brief of Respondents complies with Rule 211(b), SCACR.

August 1, 2023

Respectfully submitted,

s/Steven R. LeBlanc

Steven R. LeBlanc (SC Bar 14221)
Steve LeBlanc, LLC
P.O. Box 9198
Greenville, S.C. 29604
Tel: (864) 902-4411
Steve@LeBlancLLC.com

Attorney for Respondents/Appellants