

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

) CASE NO.: 2022-CP-23-04186

Delwood, LLC,

)  
)  
)  
) Plaintiff, )  
)  
)

v. )  
)

Contour Acquisitions, LLC; David Dedvukaj; and )  
Beattie Mill Associates, LLC, )

)  
) Defendants. )  
)

\*\*\*\*\* )  
)

David Dedvukaj,

)  
)  
) Counter-Plaintiff, )  
)

v. )  
)

Jimmy Gibbs,

)  
)  
) Counter-Defendant. )  
)

**RECEIVED**  
**Dec 15 2023**  
**SC Court of Appeals**

**ORDER DISQUALIFYING COUNSEL  
FOR DEFENDANTS AND COUNTER-  
PLAINTIFF**

This matter is before the Court on Plaintiff and Counter-Defendant’s Motion to Disqualify Counsel for Defendants and Counter-Plaintiff. For the reasons set forth hereinbelow, the motion is GRANTED.

**FACTS**

This dispute began as one between Delwood, LLC (“Delwood”) and Contour Acquisitions, LLC (“Contour”). Delwood was represented in that dispute by its counsel at Nelson Mullins Riley & Scarborough LLP (“Nelson Mullins”), and Contour was represented by Nexsen Pruet, LLC n/k/a Maynard Nexsen, PC (“Maynard Nexsen”). Delwood’s counsel sent emails and letters to Contour raising concerns about Contour’s performance under agreements between Delwood and Contour and

demanding that Contour mediate disputed issues pursuant to the operating agreement of Beattie Revitalization, LLC, of which Delwood and Contour's successor-in-interest and affiliate, Beattie Mill Associates, LLC ("BMA"), are both members.

Contour's counsel at Maynard Nexsen then sent a letter to Delwood's counsel advising him that a Nelson Mullins attorney from its Atlanta, Georgia office represented Contour and that Delwood's Nelson Mullins counsel would have to withdraw from representing Delwood. Delwood's Nelson Mullins counsel complied and referred Delwood to its present counsel in this action.

On July 10, 2023, Maynard Nexsen, counsel for Defendants and Counter-Plaintiff, announced that Delwood's former counsel and several other attorneys from Nelson Mullins had joined Maynard Nexsen as partners. On September 20, 2023, current counsel for Plaintiff and for Counter-Defendant advised counsel for Defendants and Counter-Plaintiff that Plaintiff and Counter-Defendant believed Delwood's former counsel having moved to Maynard Nexsen required the withdrawal of Maynard Nexsen in this action. Following that meeting, counsel for Plaintiff sent a letter formally demanding the withdrawal of Maynard Nexsen from this action as counsel for Defendants and Counter-Plaintiff because Plaintiff's former counsel in this action was now a partner at Maynard Nexsen. Defendant and Counter-Plaintiff's counsel did not voluntarily withdraw from this litigation, and Plaintiff filed a motion to disqualify Maynard Nexsen as counsel in this case.

## **DISCUSSION**

Rule 1.10(a) of the South Carolina Rules of Professional Conduct provides:

While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7, 1.8(c), or 1.9, unless the prohibition is based on a personal interest of the prohibited lawyer and does not present a significant risk of materially limiting the representation of the client by the remaining lawyers in the firm.

Rule 1.10(a), RPC, Rule 407, SCACR.

Rule 1.9, to which Rule 1.10 refers, provides at subsection (a):

A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.

Rule 1.9(a), RPC, Rule 407, SCACR.

While Delwood's former counsel was a partner at Nelson Mullins, the evidence presented to the Court shows he represented Delwood against Contour at the outset of this very same dispute. There is no question that former counsel would not be able to represent Contour, David Dedvukaj, or BMA in this dispute. Rule 1.10 is equally clear: if Delwood's former counsel cannot represent these parties, neither can anyone else at Maynard Nexsen without the consent of Plaintiff and Counter-Defendant. Delwood has not given that consent. While some states allow for the screening of disqualified attorneys so as not to disqualify an entire firm even in the absence of the former client's consent, South Carolina does not. *See* Nathan M. Crystal, *Annotated South Carolina Rules of Professional Conduct*, 182, 184 (2021).

Plaintiff's counsel wished to make clear in its motion, and having thoroughly reviewed and considered the issue, so does the Court, that the motion and this order imply no wrongdoing on the part of the attorneys involved, each of whom is justifiably of high repute. The Court is cognizant of the effect of this order, but this is simply a conflict that, through no fault of anyone, has arisen.

THEREFORE, Maynard Nexsen is disqualified from serving as counsel for Defendants and Counter-Plaintiff. New substitute counsel must be retained and appear in this case by December 4, 2023. Plaintiff's Motion to Compel, filed September 18, 2023, is held in abeyance pending the appearance of new counsel.

IT IS SO ORDERED.



Greenville Common Pleas

**Case Caption:** Delwood LLC , plaintiff, et al vs. Contour Acquisitions LLC ,  
defendant, et al

**Case Number:** 2022CP2304186

**Type:** Order/Other

So Ordered

G.D. Morgan Jr.